AGREEMENT BETWEEN THE

TOWN OF MERRIMACK, NEW HAMPSHIRE

AND

MERRIMACK DISPATCHERS AND SUPPORT STAFF

NEPBA, LOCAL 112

July 1, 2016 – June 30, 2019

ARTICLE I: AGREEMENT 1
ARTICLE II: PURPOSE 1
ARTICLE III: RECOGNITION 1
ARTICLE IV: EXCLUSIONS 2
ARTICLE V: MANAGEMENT RIGHTS 2
ARTICLE VI: UNION BUSINESS 3
ARTICLE VII: NO STRIKE 3
ARTICLE VIII: CONSULTATION 4
ARTICLE IX: LAYOFF AND RECALL 4
ARTICLE X: HOURS OF WORK AND OVERTIME 4
ARTICLE XI: WAGES AND SALARIES 6
ARTICLE XII: HOLIDAYS 7
ARTICLE XIII: TUITION ASSISTANCE 7
ARTICLE XIV: SUPPLEMENTAL COMPENSATION (BENEFITS) 8
HEALTH INSURANCE: 8
DUPLICATE HEALTH INSURANCE WAIVER 9
LIFE INSURANCE 9
WORKERS COMPENSATION 9
DISABILITY INSURANCE 10
RETIREMENT 11
DENTAL INSURANCE 12
ARTICLE XV: LEAVE OF ABSENCE 12
PURPOSE *12*
ADMINISTRATION *12*
BEREAVEMENT LEAVE *13*
Immediate Family *13*
Extended Family *13*
PERSONAL LEAVE *13*
MILITARY LEAVE *13*
JURY DUTY *13*
AUTHORIZED ABSENCE WITHOUT PAY *14*
FAMILY AND MEDICAL LEAVE ACT (FMLA Leave) *14*
MATERNITY LEAVE *16*
CRIME VICTIM EMPLOYMENT LEAVE ACT POLICY *17*
ARTICLE XVI: CLOTHING ALLOWANCE 18
ARTICLE XVII: SICK AND VACATION LEAVE 18
PAID SICK LEAVE *18*
PAID VACATION LEAVE *19*
ARTICLE XVIII: DUES WITHHOLDING 19
ARTICLE XIX: DISCIPLINE AND TERMINATION FOR CAUSE 20
ARTICLE XX: GRIEVANCE PROCEDURE 20
ARTICLE XXI: MISCELLANEOUS 22
ARTICLE XXII: SEPARABILITY 22
ARTICLE XXIII: EFFECT OF AGREEMENT 23

ARTICLE XXIV: DURATION OF AGREEMENT **24**
APPENDIX A: WAGE SCHEDULE **1**

ARTICLE I: AGREEMENT

This agreement between the Town of Merrimack, New Hampshire (hereinafter called the "Town," and Local #112, New England Police Benevolent Association (hereinafter called the "Union), is made and entered into this 1st day of July, 2016.

ARTICLE II: PURPOSE

The general purpose of this contract is to set forth agreements reached between the Town and the Union with respect to wages, hours, and other terms and conditions of employment for police support staff, animal control officer and public safety dispatchers in the bargaining unit described in Article III.

ARTICLE III: RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for all regular (those with a regular schedule) members of the Town's police department support staff and dispatchers to include the ranks of:

    Public Safety Dispatcher
    Part-time Public Safety Dispatcher
    Police Prosecutor Secretary
    Police Detective Secretary
    Police Records Clerk
    Animal Control Officer

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

3. Part-time Public Safety Dispatcher is defined as a member in the position of Public Safety Dispatcher whose regularly scheduled workweek is 32 hours or less.

4. Part-time Public Safety Dispatchers are not entitled to benefits outlined in this agreement unless specifically identified.

5. Any employee who begins employment with the Town, or transfers or is promoted from a position in the Town to any other position in the Town shall serve in a trial period for six (6) months from the date of hire, transfer or promotion. In the case of a transfer or promotion, the trial period may be waived at the discretion of the Town Manager. The Department Head may recommend to the Town Manager an extension of the trial period of up to an additional six (6) months in cases where the employee's performance falls below expectation. Employment may be terminated at the will and discretion of the Town Manager at any time during the trial period. In cases of release from Town service during the trial period, formal advance notice by the Town is not required and such release shall not be subject to the grievance procedure.

6. Employees shall not be eligible for inclusion in the Union until that employee has completed the trial period.

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

ARTICLE IV: EXCLUSIONS

1. This agreement excludes the ranks of:

Chief of Police	Master Patrolman
Deputy Chief of Police	Community Service Officer
Captain	Detective
Detective Lieutenant	Master Detective
Lieutenant	Police Officer/Patrolman
Detective Sergeant	School Resources Officer
Police Sergeant	Juvenile Officer
Office Manager	Prosecutor

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

ARTICLE V: MANAGEMENT RIGHTS

1. Except as specifically limited or abridged by the terms of this Agreement, the management of the Town of Merrimack in all phases and details shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over all matters concerning the management of the Town of Merrimack , including but not limited to: the exercise of all of the rights, responsibilities an prerogatives that are inherent in the Employer or its agents by virtue of any statues and/or ordinances, as well as the right, responsibilities and prerogatives relating to, including, but not limited to the direction of workforce, the establishment of proper rules and regulations, the right to hire, supervise, discipline or discharge, relieving employees from duty for lack of work and/or funds, the right to decide classifications, the right to abolish positions, the right to subcontract, the right to determine schedule of work consistent with language contained in this contract, the right to determine the methods, processes and manner of performing work and the general control of all operations of the Town of Merrimack in all its phases and details as well as all rights retained by virtue of including, but not limited to, RSA Chapter 273-A, and any other provision(s) of the Revised Statues Annotated or other laws. It is agreed that these

enumerations of management rights shall not be deemed to exclude other management rights not specifically herein enumerated.

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

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

ARTICLE VI: UNION BUSINESS

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

2. The Union shall advise the Town of the names of the employees holding Union offices within ten days of their election.

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

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

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

6. The Chief of Police shall afford the Union bulletin board access to post Union Business.

ARTICLE VII: NO STRIKE

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

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

ARTICLE VIII: CONSULTATION

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

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

ARTICLE IX: LAYOFF AND RECALL

1. The following criteria will be considered but not limited in layoff and recall: longevity, attendance history, job performance, skill set possessed.

2. The Town Manager may lay off employees for any of the following reasons,:
   a. Reorganization resulting in the abolition of positions
   b. Shortage of work
   c. Shortage of funds

3. An employee who is being laid off shall be notified in writing by the Town Manager at least thirty (30) days prior to the effective date of such action.

4. A laid-off employee shall be eligible for recall if the recall notice is issued within twelve (12) months from the date of lay-off and the employee continues to meet the qualification requirements of the classification.

5. A written recall notice will be provided to employees who are eligible for recall and shall be sent to the last address provided by the employee. It shall be the obligation of the employee to immediately notify the Human Resources Coordinator in writing of any changes in mailing address during the twelve (12) month period following lay-off. The employee must notify the Human Resources Coordinator in writing within five (5) days after receiving the notice of recall of his/her intention to return to work. Failure by the employee to meet any of the requirements specified shall represent a decision not to accept the recall. Failure by an employee to report to work in accordance with the provisions of a recall notice shall be deemed as job abandonment and result in loss of all rights of recall.

ARTICLE X: HOURS OF WORK AND OVERTIME

1. For full-time, hourly employees, the regular workweek will consist of eight hours per day,

five consecutive days per week. In general, the work schedule will be 8:00 a.m. to 4:00 p.m., Monday through Friday and shall be consistent with the operations of the Town unless otherwise approved by the Department Head and Town Manager. At the discretion of the supervisor, employees may take an unpaid one half hour meal break off premises. If this option is chosen, the employee's work day shall be extended by one half hour any time during the current work week so that the employee works a full work week (Work week is defined as 12:01 a.m. Sunday until 12:00 midnight on the subsequent Saturday). If employees stay on premises and are available to their supervisor, the half hour meal period will be paid. Work schedules for part-time employees will be as arranged with those employees at their hire.

2. Salaried employees shall generally work eight hours per day (including a half hour meal break), five consecutive days per week, and in addition, shall work whatever additional hours that are required to fulfill their responsibilities.

3. Hourly employees shall be paid 1.5 times their base hourly wage for any hours worked in excess of 40 hours during a workweek in accordance with the Fair Labor Standards Act. Employees shall obtain prior authorization from their supervisor prior to performing any overtime work.

4. Time paid but not worked, with the exception of Holiday, shall not be included in the computation of hours worked for overtime purposes. Such time shall include but not be limited to sick leave, vacation, bereavement leave, and personal leave. When an employee is required stay beyond their scheduled shift to work mandatory overtime, the pay rate shall be 1.5 times the employee's normal hourly wage regardless of sick, vacation, personal or bereavement time used during the normal tour of duty.

5. Part-time Dispatchers shall not work more than 32 hours per week except in the case of an emergency or extenuating circumstances arise.

6. The Town reserves the right to change an employee's work schedule and to reclassify a position from full-time to part-time or from part-time to full-time. Except in emergency situations as determined by the Department Head, an employee shall be given an advance notice of at least seven calendar days when his/her work schedule is to be changed. In such cases, "emergency situations" shall be defined as conditions beyond the Town's control.

7. Hourly employees subject to "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 two hours at 1.5 times the base hourly wage will be paid for call-backs.

8. If an hourly employee is required to appear in court on behalf of the Town on that employee's day off, he or she shall be paid a minimum of three hours at 1.5 times his or her base hourly wage. This minimum compensation shall also be paid to an employee who is not given at least a two-hour advance notification of a court schedule change that affects his or her attendance. All remuneration received by an employee from others for such court appearances shall be remitted to the Town.

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

SCHEDULED HOURS OF EMPLOYMENT

1. Employees are expected to be on time and working during designated hours of employment. Employees may be granted flexibility in their work schedules with the express permission of their Department Head or immediate supervisor. Employees must obtain such approval prior to altering their schedules. Such approval should be documented with, at a minimum, an e-mail that shows appropriate permission has been given for any adjustment of 30 minutes or greater. For adjustment less than 30 minutes, verbal approval from the immediate supervisor shall be sufficient. No employee shall leave the workplace except for emergencies without notifying their supervisor. In the case of emergencies, employees that do leave the workplace during designated hours of employment shall notify their supervisor as soon as practicable thereafter.

COMPENSATORY TIME

1. Hourly employees may accrue compensatory time at a rate of time and one half for any hours worked in excess of 40 hours per week. All compensatory time must be authorized by the Department Head or designee prior to accruing such comp time. In no event shall hourly employees accrue more than 20 hours of compensatory time (or the equivalent of 30 hours at the regular rate of pay). The employee's supervisor or Department Head shall forward notice of the accrued time on the appropriate form to the finance department as part of their payroll processing.

2. Employees desiring to be paid for unused compensatory time shall submit their request to the Department Head or designee no later than December 1 of each year. The Department Head or designee shall have the sole authority to authorize or deny payment for unused time. Denial of compensatory time payout shall not be subject to the grievance procedures.

3. Employees may request the use of accrued compensatory time. The Department Head or designee shall have the sole authority to authorize or deny such request, however the Department Head or designee shall comply with the provisions of **RSA 275:43 VII,(b)(1)**. Requests for the use of compensatory time shall be consistent with requests for the use of vacation time.

4. Exempt employees are not eligible for compensatory time.

ARTICLE XI: WAGES AND SALARIES

1. The wage scale for Dispatchers and wages ranges for all other employees are set forth in Appendix A. Employees in the bargaining unit shall receive the following wage adjustments:
   Effective July 1, 2016 - 3%
   Effective July 1, 2017 - 3%
   Effective July 1, 2018 - 3%

2. Generally, all wages will be paid on 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. Town reserves the right to change to a biweekly pay period. In the case of biweekly pay, wages will generally be paid on a Friday. However, whenever one of the holidays reflected in Chapter 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.

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

5. Upon termination, layoff, retirement, or death, employees or their authorized beneficiaries shall receive all wages due in accordance with RSA 275:44.

ARTICLE XII: HOLIDAYS

New Year's Day (January 1)
Civil Rights Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (as observed by the State of New Hampshire)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving (fourth Thursday in November and following Friday)
Christmas (December 25)

1. Full-time Dispatchers of the Communications Division and shall receive eight hours of holiday pay at their base hourly wage for each of the above holidays, whether they are scheduled to work or not. If they work on a given holiday, they shall additionally be paid 1.5 times their base hourly wage for all hours so worked.

2. Other full-time employees shall not receive additional pay for the above holidays but shall be granted these days off with pay. 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. If one of these employees, who is also an hourly employee, is required to work on any of the above holidays, they shall receive eight hours of holiday pay at their base hourly wage for the holiday, and shall additionally be paid 1.5 times their base hourly wage for all hours so worked.

ARTICLE XIII: TUITION ASSISTANCE

TUITION REIMBURSEMENT

1. The Town shall pay 100% of the cost of any employee education or training that is required by the Town to assist him/her in maintaining his or her minimum job requirements or in

adequately performing the tasks to which he or she is regularly assigned.

2. The Town shall reimburse full-time employees for 100% of the tuition relating to college courses so long as: a certificate of course completion with a grade of "C" or better is presented to the Human Resources Coordinator; the course or its associated degree program, in the opinion of the Department Head and the Town Manager, is related to the employee's job and will enhance the employee's value to the department; tuition reimbursements to all full-time employees during the fiscal year in which the course will be completed up to $2,000 and pre-approval has been obtained in writing prior to commencement of the course. No tuition shall be paid by the Town if the written request is not submitted to the Town Manager's Office by the employee at least 7 days prior to the course start date. Course approval requests will be approved in the order that they are received by the Town Manager until the maximum annual amount has been reached.

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

4. Tuition payments to colleges on behalf of a full-time employee will be made in advance of course completion if an employee so requests by completing a pre-authorized payroll deduction form for repayment to the Town of all payments made on behalf of the employee to be processed in the event that the employee does not complete said approved courses with a grade of "C" or better. The employee must present evidence of completion to the Department Head within thirty calendar days after course completion.

ARTICLE XIV: SUPPLEMENTAL COMPENSATION (BENEFITS)

HEALTH INSURANCE:

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

2.

3. Effective July 1, 2016, the Town will provide the Access Blue New England Site of Service HMO Plan (ABSOS20/40 1KDED RX10/20/45) with $20 office co-pay and $40 specialist co-pay and deductibles of $1,000 per member, per year and $3,000 per family, per year with RX Plan R&M10/20/45./

4. For full-time employees, the Town shall pay 100% of the primary plan HMO health insurance premiums relating to an Employee's coverage and 100% of the premiums relating to the Employee's spouse and dependent children.

5. The health insurance plan offered to employees shall be the Site of Service HMO as agreed to above in paragraphand 3 above, 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.

6. The maximum contribution for the 125 Plan Flexible Spending Account will be increased to $1,000 from $500 for fiscal years 2016-17 and 2017-18. The Flexible Spending Account

currently available to full-time members shall be eliminated on July 1, 2018. The Health Reimbursement Account shall be eliminated effective July 1, 2016.

7. Employees who elect any other insurance plan option offered by the Town shall be required to pay the difference between the plan's premium and the amount the Town would contribute towards the primary (HMO) plan. The aforementioned shall not preclude the Town from eliminating any plan option, which is currently offered by the Town, nor from discontinuing the optional duplicate health insurance incentive, which is currently offered by the Town.

DUPLICATE HEALTH INSURANCE WAIVER

1. Full-time employees who can provide proof of alternate health insurance coverage may elect to drop all or part of the Town's Group HMO Health Insurance Coverage in return for monthly compensation equal to 25 % of the cost of the coverage the employee is eligible for and drops. Employee premium cost share will not be included in this computation.

2. Employees who elect any of these options do so with the understanding that the monthly compensation received by the Town represents taxable income.

LIFE INSURANCE

1. Full-time employees shall receive the following term life insurance coverage, and the Town shall pay 100% of the related premiums.

    i. Employees Life and Accidental Death & Dismemberment:

    ii. Equal to base yearly salary on July 1 of the given fiscal year (rounded to nearest $1, 000).

2. The supplemental life insurance program that is currently available for full-time employee participation at the employee's own expense shall continue to be offered solely at the Town's option, so long as it remains obtainable from an insurance carrier.

WORKERS COMPENSATION

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

2. During a covered absence, an employee's workers compensation benefits shall be augmented up to 100% of his or her base weekly net wage (gross base wage minus federal payroll taxes) by the Town through the use of accrued sick, then vacation or personal leave. Augmentation shall be discontinued when accrued leave balances have been exhausted. While the Town is making such augmentation payments to the employee, all related workers compensation benefit checks from the insurance carrier shall be endorsed to the Town. The Town agrees to credit the Employee's accrued leave balances in direct proportion to the

workers compensation benefit checks received by the Town to the extent that the leave accounts were deducted at the rate of 100% prior to the determination of eligibility for workers compensation.

3. If an employee wishes to forego Town payments and just receive workers compensation benefits during a covered absence, they must notify the Town in writing by the third day of lost time. Employees making this election will be placed on unpaid leave and will need to make arrangements with the Town to pay their portion of insurance premiums and any other payments normally deducted from their paychecks.

4. An employee, who is injured on the job, must immediately notify his or her Department Head of the injury and file a related workers compensation insurance report.

5. 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 and/or workers compensation shall pay the cost.

6. 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 or she shall provide to the Town a physician's statement certifying employee's fitness for duty.

7. During a covered absence, no employee shall engage in any form of employment.

DISABILITY INSURANCE

1. Full-time employees shall receive short-term disability insurance coverage providing a weekly benefit equal to the lesser of 70% of their base weekly wages or $700.00 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.

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

3. During a covered absence, an employee's disability benefits shall be augmented up to 100% of his or her base weekly wage by the Town through the use of accrued sick, then vacation or personal leave. Augmentation shall be discontinued when accrued leave balances have been exhausted. While the Town is making such augmentation payments to the employee, all related disability benefit checks from the insurance carrier shall be endorsed to the Town. The Town agrees to credit the Employee's accrued leave balances in direct proportion to the disability benefit checks received by the Town to the extent that the leave accounts were deducted at the rate of 100% prior to the determination of eligibility for disability.

4. An employee that becomes eligible for a weekly disability benefit must apply for that benefit.

5. 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.

6. 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 or she shall provide to the Town a physician's statement certifying employee's fitness for duty.

7. During a covered absence, an employee shall not engage in any form of employment.

8. The long-term disability insurance program that is currently available for full-time employee participation at their own expense shall continue to be offered solely at the Town's option, so long as it remains obtainable from an insurance carrier.

RETIREMENT

1. All full time employees must participate in the New Hampshire Retirement System and under the terms specified by the laws and rules of the State of New Hampshire.

2. The employees who are currently participating in the New Hampshire Retirement System shall continue such participation to the extent required by law.

3. The term "spiking charge" as referred to herein is that charge imposed upon the Town to make a one time payment to the N.H. Retirement System pursuant to RSA 100-A:16, III-a, (b), resulting from the payment of wages or other benefits that raise the employee's average final compensation above 1.25 times their base salary.

4. Upon separation from Town employment under favorable conditions, Employees shall be paid at 1/2 (50%) of their hourly wages for their accrued sick leave balances. However, the Town reserves the right to determine the timing of any such payment so as to avoid any spiking charge or other penalty assessment to be assessed against the Town by the New Hampshire Retirement System.

5. Notwithstanding any provision of this Agreement, and in accordance with RSA 100-A:16, III-a, the Town's responsibility for the redemption of unused sick leave paid at the time of retirement in any year shall be limited to an amount such that all wages and the redemption of unused sick leave (average final compensation) shall not exceed 1.25 times the base salary of the employee. In the case of employees that have wages and accumulated unused sick leave time that (if all were paid in the last year of employment) would increase the average final compensation is in excess of 1.25 times base salary, it is the responsibility of such employee to give adequate prior notice of retirement so that the Town may redeem the unused leave time at the rate of 50% in the year(s) prior to actual retirement. Notice shall include a letter of intent to retire, including an effective date of retirement. The notice may be given a maximum of three (3) years prior to retirement so that the payment can be spread out over the last three years of employment. The Town shall assist employees in ascertaining whether or not their anticipated average final compensation in any year will exceed 1.25 times their base salary.

6. For employees who have received redemption payment(s) for unused sick leave in any year proceeding retirement, their maximum sick leave accumulations shall be reduced in proportion to the sick leave time redeemed by the Town. If adequate notice is provided, the Town shall have to sole discretion as to how much unused sick leave time will be redeemed

in any year prior to retirement (so long as no unused sick leave time is forfeited by the employee). In the case of extenuating circumstances (and under circumstances where the initial notice of retirement was given in good faith), an employee may extend the date of retirement in one-year increments.

7. It is the intent of this Article to prevent the Town from being assessed a "spiking charge" pursuant to RSA 100-A:16, III-a, (b). Thus, and in the event that there is a failure to give adequate notice of retirement so that the Town cannot balance the redemption of unused sick leave time so as to avoid the spiking charge, the Town may redeem the unused sick leave after the date of actual retirement in a manner that does not trigger such a "spiking charge." This provision shall become null and void in the event that the Legislature amends RSA 100-A:16, III-a, thereby eliminating the "spiking charge."

DENTAL INSURANCE

1. Full-time employees and their dependants shall be eligible for participation in the current 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. Eligibility shall be on the first day of the month following completion of thirty days of continuous service.

2. The Town shall pay 90% of the dental insurance premiums relating to an Employee's coverage and 90% of the premiums relating to his spouse and dependent children.

ARTICLE XV: LEAVE OF ABSENCE

PURPOSE

1. To prescribe the types of leaves available to Town employees, delineate which classes of employees are eligible for benefits, and to establish procedure.

ADMINISTRATION

1. While on bereavement leave, personal leave, unpaid leave, sick leave, or family and medical leave, an employee shall not engage in any form of employment.

2. During any paid absence of more than 30 calendar days within any 52 week period, 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 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.

BEREAVEMENT LEAVE

All full-time employees shall be granted paid leave in the event of the death of an immediate or extended member of his or her family 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.

The following family members are covered under this clause:

Immediate Family

A relationship legally described as:

Spouse	Guardian	Parent/Step-parent
Son/Daughter-in-Law		
Child/Step-child	Brother/Sister	Parent-in-Law
	Step-brother/sister	
	A relative currently domiciled in the employee's household	

Extended Family

A relationship legally described as:

Grandparent	Grandparent-in-Law
Brother/Sister-in-Law	Grandchild

PERSONAL LEAVE

Full-time employees may be granted up to 16 hours of paid, non-cumulative leave each anniversary year to deal with personal matters that cannot be effectively handled outside working hours. Personal leave may be used by the hour. All personal leave requests shall be made to the Department Head at least 24 hours in advance, if possible or otherwise, as much notice as possible. None will be unreasonably denied. Upon separation from Town employment, employees shall not be compensated for their accrued personal leave balances.

MILITARY LEAVE

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

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 each day.

AUTHORIZED ABSENCE WITHOUT PAY

At the discretion of the Town Manager, a leave of absence without pay may be granted for a period not to exceed twelve (12) weeks for unusual circumstances. Such absences will be for the purpose of tending to personal affairs which the employee is unable to cover with accrued paid ordinary leave. During any unpaid absence, the employee shall be responsible for all insurance premiums and shall not accrue any sick, personal or vacation leave. All other unpaid leaves shall be in accordance with the Family and Medical Leave.

FAMILY AND MEDICAL LEAVE ACT (FMLA Leave)

1. The Town of Merrimack complies with the Federal Family and Medical Leave Act (FMLA) of 1993 and all applicable State laws related to family and medical leave. This means that, in cases where the law grants you more leave than our leave policies provide, the Town will give you the leave required by law.

2. FMLA Leave Eligibility: The FMLA provides up to twelve (12) weeks of unpaid leave every twelve (12) months to eligible employees for certain family and medical reasons. To be eligible, you must have worked for the Town for twelve (12) months, and for one thousand two hundred fifty (1250) hours over the previous twelve (12) months. (See the FMLA regarding exemptions for certain highly compensated employees). Intermittent leave will be permitted for eligible employees where necessary.

3. Measurement of 12 Month Period: For purposes of this policy the "twelve month period" described in the FMLA will be measured forward from the date the employee's first FMLA leave begins. Accordingly, you are entitled to twelve weeks of leave during the year beginning on the first day you take FMLA leave. The next 12-month period would begin on the first day on which you take FMLA leave after the completion of any previous 12-month period.

4. When an employee requests any time off from work that qualifies as leave under the FMLA, the Town shall designate such leave as FMLA leave upon written notification to the employee.

5. Reasons for Taking Leave: If you are an eligible employee you are entitled to FMLA leave for any of the following reasons:

    a. To care for a newborn, an adopted child or a foster child within a year of the child's arrival,

    b. To care for a spouse, child, or parent who has a serious health condition, or

    c. For a serious health condition that makes you unable to perform the functions of your job,

d. Because of any qualifying exigency (as the Department of Labor Regulations shall define that term) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

6. Where the need for FMLA leave is foreseeable, the employee must provide notice of your need for leave to the Town not less than thirty (30) days before the leave is scheduled to begin. If your need for FMLA is not foreseeable (for example where a birth or placement of a child or a need for medical treatment requires leave to begin in less than thirty (30) days), you must provide notice as soon as possible.

7. If your need for leave is foreseeable based on planned medical treatment, you should make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Town, subject to the approval of your health care provider.

8. The Town requires that you provide a medical certification of your need for leave because of a serious health condition (whether your own or that of your child, spouse or parent's) whenever the leave is expected to extend beyond three (3) consecutive days or will involve intermittent or part time leave. As the eligible employee, you shall have no more than 15 calendar days to provide the medical certification to the Town.

9. The Town requires that you provide a medical certification of your ability to resume work after a FMLA leave for your own serious health condition. An eligible employee shall not be permitted to return to work after FMLA leave until the employee has submitted a Fitness for Duty Medical Certification with regard to the particular condition that caused the employee's need for FMLA Leave.

10. Substitution of Paid Leave for Unpaid Leave: In the case of an employee's own serious health condition or of leave for the birth or adoption of a child, or the serious health condition of a spouse, child or parent, an eligible employee must substitute any accrued sick leave, vacation leave, and/or personal leave for any part of the unpaid leave provided for under the FMLA with the exception of a covered workers compensation absence. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Your family/medical leave will run concurrently with other types of leave (e.g., sick, vacation, disability, workers compensation, etc.).

11. You may elect not to substitute paid leave for unpaid leave while on a covered worker's compensation absence (see Article XIV Supplemental Compensation, Workers Compensation for details). You will not accrue vacation, personal, sick, or holiday benefits while on unpaid leave.

12. Service Member Family Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period. During this 12-month period, an eligible employee shall be entitled to a combined total of 26

workweeks of leave (including any time taken because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation).

13. Periodic Reporting: If you take leave for more than two (2) weeks, the Town requires that you report to your Department Head at least every two weeks on your status and intent to return to work.

14. If both spouses are employed by the Town, they are limited to a combined total of twelve (12) weeks of FMLA leave during any twelve (12) month period for purposes described in paragraph (a) under Reasons for Taking Leave above. However, each employee may use up to twelve (12) weeks of FMLA leave during any twelve (12) month period if the leave is for purposed described in paragraphs (b) and (c)under Reasons for Taking Leave above.

The complete provisions of the FMLA are too lengthy to include in this policy. However, if you have questions about the FMLA or would like to review the statute itself, please contact the Human Resources Coordinator or the United States Department of Labor.

MATERNITY LEAVE

1. In accordance with RSA 354-A:7, VI, all female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. Employees affected by pregnancy, childbirth or related medical conditions shall be treated in the same manner as any employee affected by any other temporary disability. A maternity leave begins when an employee is medically determined to be disabled and ends when she is medically able to return to work. The employee's job shall remain open during the period of disability unless a business necessity would make it impossible or unreasonable. Employees will be required to take FMLA leave, if they are eligible for such leave, prior to taking additional maternity leave under this policy.

2. Employees must use their accrued sick, vacation and personal time before taking unpaid leave under this policy. Employees on maternity leave may also be eligible for short-term disability benefits.

3. Employees on maternity leave who are not eligible for FMLA leave or who have exhausted their FMLA available leave weeks will be allowed to continue to participate in our health insurance benefit for the calendar month during which the leave begins. When that calendar month expires, the employee may continue medical insurance coverage by making arrangements with the Human Resources Coordinator to pay the entire amount of the appropriate monthly premium in advance each month.

4. When the Employee is physically able to return to work, her original job or a comparable job will be available to her unless business necessity makes this impossible or unreasonable.

CRIME VICTIM EMPLOYMENT LEAVE ACT POLICY

1. The New Hampshire Crime Victim Employment Leave Act, RSA 275:61 became effective on January 1, 2006. The Town of Merrimack complies with this law.

   a. Definitions: For purposes of this policy:

      i. "Crime" means an offense designated by law as a felony or a misdemeanor.
      ii. "Victim" means any person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or the attempted commission of a crime. "Victim" also includes the immediate family of any victim who is a minor or who is incompetent, or the immediate family of a homicide victim.
      iii. "Immediate family" means the father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian of the victim; or any person involved in an intimate relationship and residing in the same household with the victim.

   b. Right to Leave Work: The Town of Merrimack will permit an employee who is a victim of a crime to leave work so that the employee may attend court or other legal or investigative proceedings associated with the prosecution of the crime. This time will be considered an authorized unpaid leave of absence. The employee will not lose seniority while taking this leave.

   c. Substitution of Paid Leave: The employee must substitute any accrued vacation leave, personal leave and/or sick leave for any part of the unpaid leave provided for under this policy.

   d. Notice Required: Before taking leave under this policy, the employee must provide the Human Resources Coordinator with a copy of the notice of each scheduled hearing, conference, or meeting that is provided to the employee by the court or agency responsible for providing notice to the employee. The Human Resources Coordinator will maintain the confidentiality of any written documents or records submitted by the employee relative to the employee's request for leave under this policy.

   e. Limitations on Leave: The Town of Merrimack may limit the leave provided under this policy if the employee's leave creates an undue hardship to the Town of Merrimack's business.

   f. No Discrimination: The Town of Merrimack will not discharge, threaten, or otherwise discriminate against any employee regarding the employee's compensation, terms, conditions, location or privileges of employment because the employee has exercised his or her right to leave work as provided under this policy. Complaints of discrimination should immediately be brought to the attention of the Town Manager or the Human Resources Coordinator. Complaints of discrimination will be investigated and, if appropriate, remedial action will be taken.

ARTICLE XVI: CLOTHING ALLOWANCE

1. An employee working in a position which has been determined by the Department Head and Town Manager to require a uniform or uniform article(s) shall receive an annual allowance or reimbursement up to the amount stated in the approved budget for the given fiscal year.

2. Upon an employee's separation from Town employment, the employee shall return to the Town any police, fire, or ambulance "gear" (protective clothing, weapons, holsters, badges, helmets, etc.) that were issued to him or her by the Town.

3. Dispatch and Animal Control personnel are required to wear a department uniform. The uniform and necessary and required equipment shall be issued upon employment. Uniform maintenance and replacement shall be at the expense of the employee following their initial issue. Uniform allowances are provided on an annual basis to the following personnel in the amounts designated:

Dispatchers	$400.00
Part-time Dispatchers	$200.00
Animal Control Officer(s)	$400.00

4. Articles of clothing with wording or symbols identifying the Union in any way will not be permitted to be worn while Employee is on duty and will not be eligible for uniform allowances.

5. Clerical and Office support staff are not required to wear a uniform and are not entitled to a clothing allowance.

ARTICLE XVII: SICK AND VACATION LEAVE

PAID SICK LEAVE

1. Full-time employees hired on or before June 30, 2012 shall earn sick leave at the rate of 1.85 hours per week (96.2 hours per year). Full-time employees hired on July 1, 2012 or after shall earn sick leave at the rate of 1.54 hours per week (80.08 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 payday of the July immediately following the end of the fiscal year.

2. Sick leave shall be paid at the employee's base hourly wage.

3. To be eligible for sick leave usage, such notice must be given 30 minutes before the start of their shifts.

4. Unless specifically advised by the Human Resources Coordinator, employees shall provide

medically documented evidence of the cause of sick leave if an employee is absent for three or more consecutive calendar days. 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.

5. Upon separation from Town employment under favorable conditions, employees shall be paid at 50% of their base hourly wages for their accrued sick leave balances.

6. Accrued sick leave accounts of salaried employees will be charged only when the absence, due to illness, is in full day increments.

PAID VACATION LEAVE

1. Full-time employees shall earn the following vacation leave based on their years of service with the Town. Maximum accruals are shown below:

	Accrual Weekly (Hours)	Accrual Maximum (Hours)
Less than 5 years	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

2. Employees must obtain approval from their Department Head prior to using vacation leave. Vacation leaves of more than two weeks at a time will generally not be granted, and 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.

3. Vacation leave shall be paid at the employee's base hourly wage or at the employee's weekly salary.

4. Upon separation from Town employment, an employee shall be paid at his/her base hourly wage for his/her accrued vacation leave balance.

5. Forty hours will be added to the accrued vacation leave balance of a full-time employee when that employee initially becomes eligible for one of the weekly accrual increases in "1" above, beginning with the five year anniversary.

6. Accrued vacation leave balances of salaried employees will be charged only for full day absences.

7. Newly hired employees shall not be eligible for paid vacation leave during their trial period.

ARTICLE XVIII: DUES WITHHOLDING

1. The Town agrees to withhold dues weekly from the pay checks of members of the Union and to submit a check at least once each month to the Treasurer, New England Police Benevolent Association 7 Technology Drive Suite 102, Chelmsford, Massachusetts 01824.

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

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

ARTICLE XIX: DISCIPLINE AND TERMINATION FOR CAUSE

POSSIBLE GROUNDS FOR DISCIPLINARY ACTION 1

1. The following matters are not intended as an all-inclusive list of potential disciplinary situations, but these offenses, as well as others, may constitute grounds for disciplinary action, up to and including termination.

   a. Acts of disobedience or insubordination.
   b. Acts of disrespect toward officials, Town employees or the public, to include uncivil or discourteous attitudes, or the use of indecent, lewd, or slanderous language or actions toward the public or any Town employee.
   c. Gross carelessness or neglect of duties or frequent incidents of simple carelessness or neglect of duties.
   d. Violation of the Drug-Free work place policy.
   e. One or more violations of federal law, New Hampshire law, or Town ordinances, dependent upon circumstances, seriousness, and frequency.
   f. Conviction of a felony or crime involving moral turpitude.
   g. Misuse, misappropriation, destruction, theft or conversion to personal use or gain of Town-owned or leased property, equipment, supplies, material, or services.
   h. Frequent tardiness, abuse of sick leave, or unauthorized absences.
   i. Accepting cash, gifts, or other items of value for performing special favors through any municipal service.
   j. Disclosure of any confidential information that would not otherwise be made known to the public under the Right-to-Know law.
   k. Granting special consideration, advantage, or treatment to any person beyond that which is available to every other resident of the Town of Merrimack.
   l. Failing to report a known violation of Town policy by another employee.
   m. Failing to immediately report a loss of, or damage to, Town property as a result of accident, theft, or misuse.
   n. Failing to adhere to established policies and procedures as adopted by the Town Council and/or the Town Manager.
   o. Failing to adhere to departmental Standard Operating Procedures and rules.
   p. Creating a hostile work environment or otherwise harassing or substantially contributing to a disharmonious workplace for other Town employees.

ARTICLE XX: GRIEVANCE PROCEDURE

1. Employees who have a "complaint" must take up the complaint with their direct supervisor

[1] This policy is subject to the Town's ADA policy.

verbally no later than seven (7) calendar days after the employee knew, or should have known, the facts on which the "complaint" is based before they can process the complaint as a formal grievance. The direct supervisor shall give their answers within seven (7) calendar days. It is anticipated that nearly all complaints can be resolved informally without grievance.

2. It shall be the right of an employee to present and process grievances. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of any provision of this manual.

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.

4. Any and all time limits specified in this grievance procedure may be waived by written mutual agreement of the Town Manager 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 of a Town Manager or Department Head to reply within the specified time limits shall constitute a denial of the grievance.

5. No reprisals or retaliation of any kind will be taken by the Town or employees against any party to, or participant in, the grievance procedure.

6. To be considered under this grievance procedure, a grievance must be reported in writing by an employee to his or her Department Head within five (5) calendar days of its occurrence or within five (5) calendar days from the date that they knew, or should have known, of its occurrence.

   Step 1. The grievance must be in writing and 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 manual which has 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 ten calendar days after receipt of a timely filed grievance and shall render a written decision no later than seven calendar days after the hearing.

   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 (i.e. Department Head, Town Manager). Likewise, a reply by the Town to the grievant will be considered to have been made and received only when it is delivered to the grievant.

   Step 2. If the grievance has been not resolved to the grievant satisfaction in Step 1, a written appeal to the Town Manager (not to designee) may be filed by the grievant within ten (10) calendar days after receipt of the Department Head's Step 1 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 fourteen calendar days after the receipt of the appeal and shall render a written decision within fifteen (15) calendar days after the hearing.

Step 3. If the grievance relates to actions taken by the Town Manager, the grievant shall submit a written appeal to the Town Council within seven (7) calendar days of the occurrence. 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 manual which has 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 Town Council shall hold a hearing within fourteen (14) calendar days after receipt of a timely filed grievance and shall render a written decision no later than fifteen calendar days after the hearing. If step 3 is not applicable, see Step 4.

Step 4. If the grievant does not agree with the Town Manager's decision in Step 2, or Step 3 if the Grievance in any way includes the Town Manager, the grievant may to request arbitration by the American Arbitration Association, or, by mutual agreement, the Public Employees Labor Relations Board (PELRB).

ARTICLE XXI: MISCELLANEOUS

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

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

3. Joint Safety Committee. A member of the bargaining unit shall be appointed to the Occupational Safety Committee. This committee shall meet as necessary and discuss safety and health conditions. Committee members will be granted time off with pay when meeting jointly with management, and for any inspection or investigation of safety or health problems in the department or authorized by the chief of police. The Union will immediately notify the Chief of Police of the appointee to this committee.

ARTICLE XXII: SEPARABILITY

In the event any provision of this agreement in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction, or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated into this agreement and, in such event, the remainder of this agreement shall continue to be

binding upon the parties thereto.

ARTICLE XXIII: EFFECT OF AGREEMENT

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

2. The parties acknowledge that during the negotiations which resulted in this agreement, each had unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

3. Both parties by mutual agreement may re-open any article(s) within the CBA for the purpose of re-negotiating said Article. Both parties agree to negotiate in good faith to reach a valid agreement. All other articles within the CBA shall remain in full force and effect. If the parties cannot reach an agreement on the said Article(s), then said Article(s) shall remain in full force and effect as originally written.

ARTICLE XXIV: DURATION OF AGREEMENT

This agreement shall be in full force and effect from and after July 1, 2016 through June 30, 2019 subject to Town meeting approval.

Signed this 16 day of June 2016.

FOR THE UNION:

Chief Negotiator

Member, Local 112

Member, Local 112

FOR THE TOWN OF MERRIMACK:

Town Manager

Appendix A: Wage Schedule

2016-17 Fiscal Year – 3%

Position Title	Minimum	Maximum
Animal Control Officer	$27,492	$39,406
Police Detective Secretary	$33,737	$47,548
Police Prosecutor Secretary	$33,737	$47,548
Police Records Clerk	$28,935	$42,021

2016-17 Fiscal Year – 3%

Position Title	Rate of Pay
Dispatcher I	$18.60
Dispatcher II	$20.04
Dispatcher III	$22.20

2017-18 Fiscal Year – 3%

Position Title	Minimum	Maximum
Animal Control Officer	$28,316	$40,588
Police Detective Secretary	$34,749	$48,974
Police Prosecutor Secretary	$34,749	$48,974
Police Records Clerk	$29,803	$43,282

2017-18 Fiscal Year – 3%

Position Title	Rate of Pay
Dispatcher I	$19.16
Dispatcher II	$20.65
Dispatcher III	$22.86

2018-19 Fiscal Year – 3%

Position Title	Minimum	Maximum
Animal Control Officer	$29,166	$41,806
Police Detective Secretary	$35,791	$50,444
Police Prosecutor Secretary	$35,791	$50,444
Police Records Clerk	$30,697	$44,580

2018-19 Fiscal Year – 3%

Position Title	Rate of Pay
Dispatcher I	$19.73
Dispatcher II	$21.26
Dispatcher III	$23.55

Note: Positions above are paid on hourly basis. Any yearly wages shown above are based on 40 hours per week.

Dispatcher I - is an entry-level position.

Dispatcher II - After one consecutive year of service as a Dispatcher I, an employee must meet the following requirements to attain Dispatcher II status:

- Enjoy successful performance evaluations.
- Be certified as a SPOTS operator (State Police On Line Telecommunications System).
- Be Cardio Pulmonary Resuscitation (CPR) certified.

Dispatcher III - After two (2) years of consecutive service, including Dispatcher II status, an employee must meet the following requirements to attain Dispatcher III status:

- Complete appropriate training for, and has been certified as a "Public Safety Dispatcher", as provided for through the "New Hampshire Emergency Dispatch Association", -or- "The New Hampshire Dispatch Academy", -or- The Association of Public Safety Communications Officials" ;
- Has been approved by the Assistant Communications Supervisor to administer the "Communications Field Training Guide" to probationary employees;
- Is not currently on "probation";