

IAFF 2904

**Collective Bargaining Agreement
with the
Town of Merrimack, NH**

July 1, 2023 – June 30, 2026

TABLE OF CONTENTS

ARTICLE I - AGREEMENT	1
ARTICLE II - PURPOSE	1
ARTICLE III - RECOGNITION	1
ARTICLE IV - EXCLUSIONS	1
ARTICLE V - NON-DISCRIMINATION.....	2
ARTICLE VI - MANAGEMENT RIGHTS.....	2
ARTICLE VII - SAVINGS CLAUSE	3
ARTICLE VIII - PAST PRACTICE	3
ARTICLE IX - INDEMNIFICATION	3
ARTICLE X - UNION BUSINESS	4
ARTICLE XI - PROMOTIONS.....	5
ARTICLE XII - RESIDENCY	5
ARTICLE XIII - DISCIPLINE AND TERMINATION FOR CAUSE	5
ARTICLE XIV - CONSULTATION	6
ARTICLE XV - GRIEVANCE PROCEDURE	6
ARTICLE XVI - LAY OFF AND RECALL.....	8
ARTICLE XVII - NO STRIKE.....	9
ARTICLE XVIII - SENIORITY LIST.....	10
ARTICLE XIX - HOLIDAY PAY	10
ARTICLE XX - CLOTHING ALLOWANCE.....	11
ARTICLE XXI - BEREAVEMENT LEAVE.....	12
ARTICLE XXII - SUPPLEMENTAL COMPENSATION (BENEFITS)	13
ARTICLE XXIII - INSURANCE.....	16
ARTICLE XXIV - PAYROLL DEDUCTION OF DUES.....	20
ARTICLE XXV - WAGES AND HOURS	20

ARTICLE XXVI - INCENTIVES.....	26
ARTICLE XXVII - WORKING OUT OF CLASSIFICATION	28
ARTICLE XXVIII - SAFETY.....	28
ARTICLE XXIX - PHYSICAL EXAMINATION	28
ARTICLE XXX – EMERGENCY MEDICAL SERVICE	28
ARTICLE XXXI - EFFECT OF AGREEMENT	30
ARTICLE XXXII - DURATION OF AGREEMENT	31
APPENDIX A: APPROVED DEGREES PER ARTICLE XXVI (INCENTIVES).....	32

ARTICLE I - AGREEMENT

This Agreement is entered into on this July 1, 2023 between the Town of Merrimack, New Hampshire, hereinafter referred to as the "Town", and the Professional Firefighters of Merrimack, I.A.F.F., Local #2904 (as recognized by the Public Employer Labor Relations Board), hereinafter referred to as the "Union"

ARTICLE II - PURPOSE

The purpose of this Agreement is to foster harmonious relations between the Town and the Union, and to establish levels of wages, hours, and conditions of employment in a collective bargaining agreement.

ARTICLE III - RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for all full-time regular employees of the Town's Fire Department in the classification of:

Firefighter
Master Firefighter
Firefighter/Mechanic
Firefighter/Paramedic
Master Firefighter/Paramedic
Driver/Operator

ARTICLE IV - EXCLUSIONS

1. The Agreement excludes the current or future ranks of:

Chief
Assistant Chief
Deputy Chief
Captain
Lieutenant
Fire Prevention Officer
Training Officer
Fire Marshal
Administrative Lieutenant

2. The inclusion or exclusion in the bargaining unit of new personnel classifications established by the Town subsequent to the effective date of this agreement shall be preceded by discussion with the Union.

ARTICLE V - NON-DISCRIMINATION

The Town and the Union agree not to discriminate against a member of the unit because the individual's age, sex (including pregnancy), sexual orientation, gender identity, race, color, marital status, genetic information, physical or mental disability, religious creed, national origin, veteran status or any other characteristic protected by local, state or federal law or membership or non-membership in the Union.

ARTICLE VI - MANAGEMENT RIGHTS

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this Agreement are retained in the sole discretion of the Town, whose right to determine and structure the goals, purposes, functions, and policies of the Town without prior negotiation with the Union and without being subject to the grievance and arbitration procedures of this Agreement shall include but not be limited to the following:
 - a) the right to direct employees;
 - b) the right to determine qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in positions;
 - c) the right to suspend, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this Agreement, including grievance and arbitration;
 - d) the right to relieve an employee from duty because of lack of work or other legitimate reasons;
 - e) the right to take such actions as in its judgment it deems necessary to maintain the efficiency of Fire Department operations;
 - f) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the Fire Department operations are to be conducted;

- g) the right to take such action as may be necessary to carry out the missions of the Fire Department in case of emergencies;
 - h) the right to make rules, regulations, and policies not inconsistent with provisions of this Agreement and to require compliance therewith; and
 - i) the right to subcontract.
- 2. The exercise of the management rights and responsibilities of the Town set forth hereby, except discipline and discharge, shall not be subject to the grievance procedures set forth in this Agreement.
 - 3. Nothing in this Agreement shall be construed to limit the right of the Chief or the Chief's designee to command the Fire Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

ARTICLE VII - SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted state or federal legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE VIII - PAST PRACTICE

Nothing in this Agreement shall be interpreted as to change any benefit now enjoyed by employees unless such change is specifically addressed in the provisions of this Agreement.

ARTICLE IX - INDEMNIFICATION

The Town will provide indemnification of all employees in accordance with Charter Article 11-4 of the Town of Merrimack.

ARTICLE X - UNION BUSINESS

1. One (1) Union Representative shall be granted time to attend Union functions, including attendance at conventions which are specifically listed below, without loss of pay:
 - a) International Association of Firefighters Convention; biennially;
 - b) Professional Firefighters of New Hampshire Convention; biennially
 - c) Professional Firefighters of New Hampshire; six per year (bi-monthly), two (2) representatives released for up to six (6) hours per event for meeting time and reasonable travel time;
 - d) One (1) IAFF Educational Seminar per year.
2. Ten (10) days notice in writing is required as a prerequisite to qualification for pay for any Union convention. The Town is not responsible for expenses other than salary/wages.
3. A grievant and one (1) union representative are allowed without loss of pay (if either or both are on duty) during duty hours to process grievances through the grievance procedure, provided that the time taken for such activities, the interference with employees' work and/or the work of other employees, and any interference with departmental operations or functions shall not be unreasonable.
4. The Town agrees that the Union shall be permitted to meet at the Merrimack Fire Department so long as the meetings do not interfere with work or training schedules, and provided that the Union notifies the Fire Chief or the Chief's designee at least seventy-two hours in advance.
5. All Department Committees shall have at least one (1) local 2904 member on the Committee and the Town will make an effort to schedule meetings while the member is on duty.
6. Prior to proposing a Town Ordinance regarding the use of public safety during special details, the Town agrees to form a Joint Committee including at least one member of IAFF to conduct a study and provide input.

ARTICLE XI - PROMOTIONS

All promotions shall be effected in accordance with the current, published "Captain and Lieutenant Testing Policy". The Town shall establish a test to be administered when needed. Upon the completion of testing the Town shall post a list of eligible members.

ARTICLE XII - RESIDENCY

The Town of Merrimack shall not impose a geographical residency requirement upon employees, but all employees covered by this Agreement shall be able to respond to the Town of Merrimack within 60 minutes under normal circumstances

ARTICLE XIII - DISCIPLINE AND TERMINATION FOR CAUSE

1. All discipline shall be for just cause and shall be appropriate to the infraction for which the disciplinary action is being taken.
2. Just cause shall include, but not be limited to, the following a) medically diagnosed incapacity to perform assigned duties; b) incompetence; c) behavior incompatible with effective conduct of duty; d) behavior detrimental to the Town, or e) failure to carry out assigned duties.
 - a) Disciplinary action will normally be taken in the following order:
 - Verbal warning
 - Written warning
 - Suspension without pay
 - Discharge
 - b) The above sequence need not be followed if an infraction is sufficiently serious to merit greater discipline.
 - c) All written warnings, suspensions, and discharge notices shall be in written form and identify the reason for the action and shall be signed by the employee as an acknowledgment of the action only. The employee and the Union will receive a copy of such warnings and notices.
 - d) Before a written warning is permanently placed in an employee's personnel file, all parties involved shall meet with the Fire Chief to discuss the incident.

- e) Employees may examine their own individual personnel files at reasonable times under the direct supervision of the employer.
- 3. Nothing herein shall serve to deprive an employee of his or her rights under the law. All verbal warnings shall be invalid after six (6) months following the date of the infraction, if no other discipline occurs in that period, and the employee may request that they be removed. All verbal warnings shall be documented in writing as subject to the grievance procedure. All written warnings shall be invalid three (3) years after the date of the infraction, if no other discipline occurs in that period, and the employee may request that they be removed.
- 4. The provisions of the Sexual Harassment Policy as adopted by the Town Council shall apply to members of the bargaining unit.

ARTICLE XIV - CONSULTATION

- 1. Representatives of the Union may meet with the Chief or the Chief's designee once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Union to the Chief no less than five (5) days before the scheduled date of the meeting.
- 2. Nothing herein shall prevent the Union from consulting with the Chief or the Chief's designee at any time if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedure contained in this Agreement.
- 3. Any and all committees or groups formed or convened to study, inquire into, or recommend changes in the operation of the Merrimack Fire Department that will or may affect the day to day operation, duties, obligations or benefits of the Merrimack Firefighters, that such a committee shall be formed with at least one representative of Local 2904 as determined by the Union.

ARTICLE XV - GRIEVANCE PROCEDURE

- 1. A grievance shall be defined as an alleged violation of the provisions of this Agreement.

2. It is the intent of the parties to settle disputes promptly and no complaint shall be considered which is presented after ten (10) calendar days from when the employee knew or should have known about the alleged grievable offense.
3. The employee shall first bring the complaint to the attention of the employee's immediate supervisor who shall have an informal conference with the complainant within eight (8) calendar days of the complaint presentation. The supervisor shall have eight (8) calendar days to attempt to resolve the dispute. Should the immediate supervisor be the Fire Chief, this step may be skipped.
4. If the immediate supervisor cannot resolve the dispute within eight (8) calendar days, or if the employee is not satisfied with the resolution, the employee shall reduce the grievance to writing, specifying:
 - a) The article and section of the contract which has been violated;
 - b) The facts surrounding the violation;
 - c) What remedy the grievant requests; and
 - d) The extent to which the grievant has sought an informal adjustment of the grievance.

The grievant shall have eight (8) calendar days following the decision of the supervisor complaint resolution step in paragraph 3 above to present the written grievance to the Fire Chief or the Chief's designee. The Chief shall have eight (8) calendar days to investigate and attempt to resolve the grievance. The Chief shall give a decision in writing within that eight (8) calendar-day period.

5. If the grievant is not satisfied with the resolution by the Chief, the grievant may present the grievance to the Town Manager or a designee within eight (8) calendar days. The Manager shall have eight (8) calendar days in which to act upon the grievance or schedule a hearing. Said hearing shall be held no later than thirty (30) calendar days following receipt of the appeal, and the written decision shall be rendered within eight (8) calendar days thereafter.
6. When a step II ruling has been issued by the Town Manager or a designee, the grievant may, within thirty (30) calendar days of the Step II ruling, choose to request arbitration through the American Arbitration Association or the New Hampshire Public Employee Labor Relations Board.
7. The arbitrator shall hear the case and render a decision within thirty (30) days after having heard the case (if practical). The decision of the arbitrator shall be final and binding except that both parties specifically retain their right to appeal the decision to the appropriate judicial body as provided for in RSA 542:1.

8. Time limits expressed herein may be extended by mutual agreement of the parties.
9. The total cost of the arbitrator's fee and all costs and fees connected with any appeal pursuant to RSA 542:1 shall be borne by the losing party. In each instance, the parties shall request that the hearing office designate the "losing party" for the purpose of complying with this paragraph.
10. Failure of the town to meet any of the time limits stipulated shall automatically move the grievance to the next step in the procedure. Likewise, failure of the grievant to meet any of the time limits stipulated shall mean that the grievance is dropped. Nothing herein shall be construed to restrict the right of the Town to waive any step up to, but not including, arbitration without prejudice. The Union shall be notified of the waiver of any step in writing within the prescribed time limits for that step.
11. A representative of the Union shall be allowed to be present and/or to advise any employee at any stage of the grievance procedure, unless the employee expressly indicates a declination of Union representation and/or presence. The Union will be advised of any and all disciplinary actions taken by the Town.

ARTICLE XVI - LAY OFF AND RECALL

1. Lay off: Should the Town contemplate a lay off of employees, the Town agrees to the following steps and procedures:
 - a) To the extent the Town is considering layoffs, it shall first identify which employee classifications will be reduced. For the purpose of this Article, the bargaining unit members will be combined into the following employee classifications:
 1. Firefighter – Firefighters and Master Firefighters;
 2. Firefighter/AEMT – Firefighters and Master Firefighters with AEMT certification;
 3. Firefighter/Paramedic – Firefighters and Master Firefighters with Paramedic certification; and,
 4. Firefighter/Mechanic – Firefighter/Mechanic
 - b) At least thirty (30) days before any contemplated lay offs occur, with the exception of lay offs made necessary by some unexpected action of Town Meeting, the Town shall notify the Union for the purpose of advising the Union as to the reasons and anticipated scope of any lay offs, including which employee classification(s), as outlined in (a), has been selected for layoff. The

Town will confer with the Union in good faith for the purpose of seeking alternate solutions to the contemplated lay off.

- c) Lay offs shall occur to individuals with the least seniority in each employee classification in which a lay off is to occur.

2. Recall:

- a) Should the Town be in a position to recall employees for vacancies covered by this Agreement, laid off employees who are qualified for the positions of hire, shall be recalled in the reverse order of layoff.

- b) Should the Town decide to recall laid off employees it shall do so in writing, and the employee must respond in order to be eligible for recall, in writing to the recall notice within four (4) weeks of receipt of such recall notice.

- c) Laid off members shall be eligible for recall for a period of eighteen (18) months from the date of layoff. Upon rehire, the employee shall retain the employee's seniority and any rights which inure to it. For the purpose of this section, the period of time of the lay off shall not be considered in determining either departmental seniority or job classification seniority.

- d) A laid off employee shall be deemed to have been terminated on a favorable basis and shall be paid for all accrued vacation hours times that employee's base hourly wage and one hundred percent (100%) of the accrued sick leave hours times the base hourly wage.

- e) Article XXIX "Physical Examination" shall apply to recalled employees.

ARTICLE XVII - NO STRIKE

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

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

ARTICLE XVIII - SENIORITY LIST

1. The Chief shall establish a single seniority list for firefighters, and firefighters/paramedics which shall be brought up-to-date each year and be posted at each duty station bulletin board for a period of not less than thirty (30) days, and a copy mailed to the Secretary of the Union, Local #2904 and the Town Manager. Any correction to the seniority list as it appears posted shall be promptly reported by the individual employee to the Chief of the Department. Seniority will commence from the first day of employment on a full-time basis as a probationary employee.
2. All newly hired employees shall serve a probationary period of not less than six (6) months nor more than one year. Probationary employees shall have no rights based on seniority, and the discharge or lay off of a probationary employee will not be subject to the grievance procedure. Probationary employees shall, however, insofar as applicable, be subject to all other clauses of this Agreement. All employees who have completed their probationary period shall be known as regular employees and the probationary period shall be credited as part of the employee's seniority.
3. In the event of two or more employees within a seniority list share the same Hire Date, seniority shall be determined by the final ranking after the Chief's interview as reported to the Human Resources Director or designee. A memorandum regarding seniority shall be placed in each new hire's file reflecting hiring order for the same date.

ARTICLE XIX - HOLIDAY PAY

1. The following shall be paid holidays in lieu of days off, at the rate of ten (10) hours of pay for the holiday, except for the Firefighter/Mechanic who shall receive a paid day off.

New Year's Day 1/1
Civil Rights Day 3rd Monday in January
President's Birthday 3rd Monday in Feb.
Memorial Day as observed by the State of NH
Independence Day 7/4
Labor Day 1st Monday in Sept.
Veteran's Day 11/11
Thanksgiving 4th Thursday in Nov. and the following Friday
Christmas 12/25

2. Any other day the Town may adopt as a holiday shall also be considered a paid holiday.
3. In addition to the compensation noted above, employees shall be compensated at 1.5 times the employee's regular hourly rate for all hours worked during a shift which includes any portion of a holiday.

ARTICLE XX - CLOTHING ALLOWANCE

1. The Town agrees to allow each regular employee \$850.00 for each year of the contract. This allowance shall be available by September 1 of each fiscal year.
2. The current department practice for the purchase of uniform articles as authorized by the Chief shall remain in effect.
3. The Town agrees to initially provide, repair as necessary, and replace as necessary all issued protective clothing including SCBA face mask.
4. The Advisory Safety and Health Committee shall make appropriate recommendations to the Chief related to purchase of clothing within N.F.P.A. standards.
5. Upon beginning service as a full time uniformed employee of Merrimack Fire & Rescue, the Town will issue the following:

Initial Issue: 1 long sleeve uniform shirt, 1 short sleeve uniform shirt, 5 pairs of uniform pants, 3 navy blue polo shirts, 2 red polo shirts, 1 job shirt, 1 winter coat, 1 garrison belt, 6 tee shirts, 1 nameplate, 1 baseball style hat, 2 breast badge, 2 pair shoes/boots, 1 winter hat, & 1 Self Contained Breathing Apparatus facemask and protective bag.

6. New hires are not eligible for a uniform allowance until successful completion of their probation, but shall instead receive the Initial Issue listed above.
7. New hires shall receive the Post Probation Uniform Issue listed below and be eligible for a prorated uniform allowance following successful completion of probationary period.
8. New hires who successfully complete the probationary prior to July 1st shall be entitled to a uniform allowance calculated at the rate of \$50 per month remaining until the upcoming July 1. Employees will receive full credit for the month in which they complete probation, regardless of the day of the month. The employee will

then be eligible for the next annual \$850 uniform allowance.

Post Probation Issue: 1 Class A Uniform which consists of the following - 1 blouse coat, 1 pair of dress pants, 1 long sleeve white dress shirt, 1 black tie, 1 silver breast badge with ID number, 1 bell cap, 1 bell cap badge, 1 nameplate with serving since pin, collar brass, trench coat/dress coat, and 1 pair of black military style dress shoes.

ARTICLE XXI - BEREAVEMENT LEAVE

1. Employees shall be entitled to a bereavement period of absence with pay in the event of a death in the immediate family (spouse, child, step-child, parent, step-parent, parent-in-law, brother/sister, step-brother/sister, or any other family member or significant other residing in the employee's household. The bereavement period shall comprise the four calendar days following the day of the death, and, if necessary, any additional days necessary to provide that the employee is not required to perform regularly schedule work on the funeral day and the following day.
2. Normally, employees will be expected to use bereavement leave immediately after notification of death as stated in paragraph 1 above. However, the Town Manager may approve a request, with concurrence of the Department Head, for use of bereavement leave to be delayed up to six months after notification of death if, at the time of notification, the employee notifies the Town in writing of circumstances requiring delayed use of bereavement leave.
3. An employee indicating intent to attend the funeral of a grandparent or grandchild will not be required to report to work on the day of the funeral.

ARTICLE XXII - SUPPLEMENTAL COMPENSATION (BENEFITS)

SICK LEAVE

1. To be eligible for sick leave pay, the employee must notify the Chief or a designee no later than one (1) hour before the start of the employee's shift.
2. Unused sick leave shall accrue to a maximum of 720 hours (Firefighter/Mechanic: 480 hours) to be used in the case of an extended illness. Upon termination on a favorable basis, a permanent employee shall be entitled to cash in accrued sick leave at 50% straight-time pay at the employee's rate of pay at termination. In the event of the death of a permanent employee, this benefit shall be payable to the employee's beneficiary.
At the beginning of each fiscal year, an annual review of accrued sick leave shall be conducted. Firefighters 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 shall be made no later than July 31st.
3. Employees shall earn 144 hours of sick leave per anniversary year (Firefighter/Mechanic: 80 hours). They must not draw upon any of said hours during their probationary period, except as approved by the Town Manager.
4. The Chief or a designee may require a physician's certificate approving sick leave with pay for a period or periods in excess of two consecutive work days.

VACATION

1. The vacation schedule is:

1 or more, but less than 5 years of service	84 hours
5 or more, but less than 10 years of service	126 hours
10 or more, but less than 15 years of service	168 hours
15 or more years of service	210 hours
2. Effective for each calendar year, vacation will be scheduled by "posting" a vacation sign up list not later than April 1st. Employees may select up to two (2) weeks vacation. Employees with the greatest seniority shall be given preference in selecting the time they wish to take their vacations. After April 14th, employees who have not selected their vacation time may do so on a first come first served basis. A second vacation sign up list shall be posted not later than April 15th. Employees may select up to an additional two weeks vacation time. Again,

employees with the greatest seniority shall be given preference in selecting the time they wish to take their vacations. After April 30th, employees who have not selected their vacation time on the second posting may do so on a first come, first served basis. A third and final vacation sign up list shall be posted not later than May 1st. Employees may select one or more week of vacation time. Again, employees with the greatest seniority shall be given preference in selecting their vacation time. After May 15th, employees who have not selected their vacation time on the third posting may do so on a first come, first served basis. A maximum of three (3) personnel shall be allowed vacation time off on each shift, two (2) of which must be bargaining unit members.

3. Employees shall not sign up for more vacation time than they will have accrued on the date the vacation is to begin. Vacation leave may be taken by a minimum of four (4) hours, by the shift or by the week. The number of vacation hours charged against the accrued balance shall be equal to the number of hours of regularly scheduled shift hours that the employee will be absent. Use by the hour may be approved if it is to occur at the beginning or end of a shift
4. All employees are eligible to use vacation in an amount as accrued effective on the employee's anniversary date.

PERSONAL TIME

The Fire Chief may grant employees seventy-two (72) hours of personal time per year upon request of the employee. This personal time may be used in conjunction with other paid absences and it may be used by a minimum of four (4) hours or by the shift. Use by the hour may be approved if it is to occur at the beginning or end of a shift. The permission of the Fire Chief shall not be unreasonably denied. Employee's requesting personal time need only state "personal time" on their request.

MASTER FIREFIGHTER DESIGNATION

1. The Master Firefighter rating is achieved by becoming State certified (or the State established equivalent thereof) as Firefighter Level II (new curriculum) or Level III (old curriculum), Emergency Medical Technician-Basic, and passing the Department's in-house written Lieutenant examination. The firefighter is also required to have completed five (5) years of service as a full-time firefighter, at least three (3) years of which must be with the Merrimack Fire Department. Employees designated as Master Firefighters upon the execution of this Agreement shall retain the designation of Master Firefighter.
2. Upon achieving the designation of Master Firefighter, the member shall be placed on the "hire" step of the applicable Master Firefighter scale outlined in Article XXV. Thereafter, the member will move a step on the Master Firefighter lane after working the required number of months indicated in the scale (calculated from the date on which they achieved the designation of Master Firefighter) on the Sunday closest to their Master Firefighter. If date falls on Monday, Tuesday, or Wednesday shall be paid effective the preceding Sunday. If date falls on a Thursday, Friday or Saturday it shall be paid effective the subsequent Sunday.
3. The Department's in-house Lieutenant's Exam shall be offered in the months of March and September.

LEAVE OF ABSENCE

During a leave of absence caused by illness or an accident not covered by workers' compensation, the Town will pay its share of the employee's applicable insurance premiums for the first 12 weeks of such absence. When the absence is due to injury/accident/illness covered by worker's compensation, the employee is on active status. Such payments will continue until the employee returns to work or employment is terminated. While on any leave of absence, the employee will not accrue sick leave or vacation time, receive holiday pay, or accrue additional seniority.

BEDDING AND LINEN SERVICE

This service will be supplied by the Town and shall be maintained annually in a reasonable condition, as determined by the Chief. Bedding and linen shall be replaced utilizing a quartermaster system. Personnel needing new bedding shall inform the Chief. The Chief shall exchange the old bedding

with new bedding. Personnel must turn in the old bedding to receive the new bedding.

TRAVEL

Whenever a unit member is required to travel on Department or Town business, the Department will make available transportation or a Town vehicle for that purpose, or reimburse the affected member at the then current Internal Revenue Service mileage rate.

DONATION OF SICK LEAVE

Members of the bargaining unit may voluntarily donate any amount of their accrued sick leave balance to other members who are absent under Family Medical Leave Act (FMLA) and have reduced their sick and vacation leave balances to zero not to exceed the guidelines of 12 weeks, set forth in FMLA, which is hereby incorporated by reference.

ARTICLE XXIII - INSURANCE

HEALTH INSURANCE

1. Employees shall be eligible for participation in 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 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.
2. The Town shall pay 100% of the premiums for the primary health plan HMO, ABSOS20/40 1KDED RX10/20/45, relating to an Employee's coverage and 100% of the premiums relating to the Employee's spouse and dependent children.
3. Notwithstanding the foregoing, the Town and the Union agree that if any portion of the parties' negotiated health insurance plan, set forth in this Article, will

trigger the application of the so-called “Cadillac Tax,” as it may be amended, the parties shall also follow the procedure below:

- a. It is agreed that the Town or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the Town or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The Town shall assist the Union in obtaining plan design and pricing information from insurance providers.
- b. If within ninety (90) days of either party’s request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:
 - i. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the Affordable Care Act, as it may be amended; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in ARTICLE XV, Grievance Procedure.
 - ii. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
 - iii. The Town and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax. The Town and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.
 - iv. The arbitrator shall be empowered to select either the Town’s proposal or the Union’s proposal (“final offer” arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan. The decision of the arbitrator shall be final and binding.

DENTAL INSURANCE

1. Employees 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.
2. The Town shall pay 90% of the dental insurance premiums relating to an Employee's coverage and 90% of the premiums relating to the employee's spouse and dependent children. Members will be responsible for the 10% premium cost share.

LIFE INSURANCE

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

Employee life	1x annual salary rounded to nearest \$1,000, whichever is greater
Employee accidental death and dismemberment	1x annual salary rounded to nearest \$1,000, whichever is greater
Spouse life	\$ 10,000
Child life - under 6 months	\$5,000
Child life - 6 months and older	\$5,000

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

SHORT TERM DISABILITY INSURANCE

1. Employees shall receive short-term disability insurance coverage providing a weekly benefit equal to the lesser of 70% of their base weekly wages of \$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 shall have the option of receiving direct payment from the disability insurance carrier or may be paid 100% of the employee's base weekly wage by the Town, such payments shall be charged against the Employee's accrued sick leave balance until exhausted and then, if the employee chooses, against the employee's accrued vacation balance. Town payments shall be discontinued when the accrued leave balances have 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.
4. An Employee that becomes eligible for a weekly disability benefit must apply for that benefit, and must comply with all provisions of the disability policy.
5. Immediately upon an Employee's return to duty from a covered absence, the employee shall provide to the Town a physician's statement certifying as to the Employee's fitness for duty.
6. During a covered absence, no Employee shall engage in any form of employment, except additional employment which the employee was engaged in prior to the disability provided said employment does not adversely effect the employee's disability. Employees on disability coverage wishing to engage in other employment during the period of disability must obtain approval from the Town.

WORKERS' COMPENSATION

The Town will provide workers' compensation coverage and benefits as prescribed by and to the extent required by New Hampshire law. Employees receiving workers' compensation coverage shall not have reduced their average net take home salary (as averaged over the preceding 26 weeks) and no reduction in employee's sick leave or any other leave shall be affected.

RETIREMENT

1. Employees shall participate in the new Hampshire Retirement System to the extent, and under the terms, specified by the laws of the State of New Hampshire. Related contributions by Employees shall be tax-sheltered in accordance with the applicable option offered by the New Hampshire Retirement System.
2. The deferred compensation plan that is currently available for Employee participation at their own expense shall continue to be offered solely at the Town's option.

FMLA

The provisions of the FMLA Policy adopted by the Town Council shall apply to members of the bargaining unit.

MATERNITY LEAVE

The Town's Maternity Leave Policy shall apply to Employees in this unit.

ARTICLE XXIV - PAYROLL DEDUCTION OF DUES

1. The Town agrees to deduct weekly in the amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that these deductions be made. The total amount of the deductions shall be remitted once each month by the Town to the Treasurer of the Union.
2. In the event that the employee has no pay due, or the amount is no large enough to satisfy the dues deduction, no deduction will be made.
3. In no case will the Town collect fines or assessments for the Union other than dues as above listed.

ARTICLE XXV - WAGES AND HOURS

1. The normal tour of duty shall be three hundred thirty-six (336) hours during an eight-week cycle, or an average of forty-two (42) hours per week.
2. Bi-Weekly Pay – The Union agrees that the Town may convert to bi-weekly payroll once all other Unions have agreed to convert to bi-weekly pay.
3. Members will receive wages as outlined in the applicable scales below effective July 1, 2023, 2024, and 2025. For payroll purposes, the increases will take effect on Sunday of the first pay period of fiscal year. Firefighters will receive the following basic hourly rates of pay:

<u>FIREFIGHTERS / EMT</u>				
	EFFECTIVE DATE	HIRE	6 MO.	12 MO.
Incentives added to base plus .10 plus 3%	7/1/2022	22.68	24.71	26.32
	7/1/2023	23.84	25.94	27.69
	7/1/2024	24.56	26.71	28.52
	7/1/2025	25.30	27.51	29.37

3%
3%

<u>FIREFIGHTERS /AEMT</u>				
	EFFECTIVE DATE	HIRE	6 MO.	12 MO.
Incentives added to base plus .10 plus 3%	7/1/2022	22.68	24.71	26.32
	7/1/2023	24.46	26.55	28.30
	7/1/2024	25.20	27.35	29.15
	7/1/2025	25.95	28.17	30.03

3%
3%

<u>FIREFIGHTER/PARAMEDICS</u>				
	EFFECTIVE DATE	HIRE	6 MO.	12 MO.
Incentives added to base plus .10 plus 3%	7/1/2022	24.57	26.61	28.22
	7/1/2023	25.55	27.66	29.41
	7/1/2024	26.32	28.49	30.29
	7/1/2025	27.11	29.34	31.20

3%
3%

Incentives
added to base
plus .10 plus
3%

3%
3%

MASTER FIREFIGHTERS/EMT									
EFFECTIVE DATE	HIRE	6 MO.	12 MO.	18 MO.	24 MO.	30 MO.	60 MO.	120 MO.	180 MO.
7/1/2022	26.93	27.24	27.83	28.24	28.74	29.25	29.25	29.25	29.25
7/1/2023	28.55	28.88	29.48	29.90	30.41	30.94	31.27	31.46	31.61
7/1/2024	29.41	29.74	30.36	30.80	31.33	31.87	32.21	32.41	32.56
7/1/2025	30.29	30.63	31.27	31.72	32.27	32.82	33.17	33.38	33.53

Incentives
added to base
plus .10 plus
3%

3%
3%

MASTER FIREFIGHTERS/AEMT									
EFFECTIVE DATE	HIRE	6 MO.	12 MO.	18 MO.	24 MO.	30 MO.	60 MO.	120 MO.	180 MO.
7/1/2022	26.93	27.24	27.83	28.24	28.74	29.25	29.25	29.25	29.25
7/1/2023	29.17	29.49	30.10	30.52	31.03	31.56	31.89	32.08	32.23
7/1/2024	30.05	30.38	31.00	31.44	31.96	32.50	32.84	33.04	33.19
7/1/2025	30.95	31.29	31.93	32.38	32.92	33.48	33.83	34.04	34.19

Incentives
added to base
plus .10 plus
3%

3%
3%

MASTER FIREFIGHTERS/PARAMEDICS									
EFFECTIVE DATE	HIRE	6 MO.	12 MO.	18 MO.	24 MO.	30 MO.	60 MO.	120 MO.	180 MO.
7/1/2022	28.83	29.13	29.72	30.13	30.63	31.14	31.14	31.14	31.14
7/1/2023	30.27	30.58	31.19	31.62	32.13	32.65	32.98	33.18	33.32
7/1/2024	31.17	31.50	32.13	32.56	33.09	33.63	33.97	34.17	34.32
7/1/2025	32.11	32.44	33.09	33.54	34.09	34.64	34.99	35.20	35.35

3%
3%
3%

FIREFIGHTER/MECHANIC						
EFFECTIVE DATE	HIRE	6 MO.	1 YEAR.	3 YEARS.	5 YEARS.	7 YEARS.
Current	27.42	28.26	29.16	30.90	32.58	34.33
7/1/2023	28.24	29.11	30.04	31.83	33.56	35.36
7/1/2024	29.09	29.98	30.94	32.79	34.57	36.43
7/1/2025	29.96	30.88	31.86	33.77	35.60	37.52

4. The hours of duty for Firefighters and Master Firefighters is established under a four (4) platoon system not to exceed 42 hours in a work week averaged over an 8 week period. The work period is defined for FLSA purposes as eight (8) weeks . Scheduling will be on the basis of 24 hours on-duty, followed by 72 hours off-duty.
5. The work schedule for the FF/mechanic will be forty (40) hours per week. Hours in excess of that normal schedule will be paid at the overtime rate of 1 ½ times base pay. The work period is defined as a five-day week.
6. Exchange of time off (swapping of duty shifts) may be granted by the Chief upon the request of an employee. Such swaps shall be completed within a period of one calendar year. No additional costs to the Town shall result from such activity.
7. The work week is defined as 12:01 a.m. Sunday until 12:00 midnight on the subsequent Saturday. The shift for the Firefighter/Mechanic will be 8:00 a.m. to 4:00 p.m. The work and training hours will be established by the Department's Standing Operating Guidelines (SOG).
8. All pay increases shall be effective on a Sunday (the first day of a pay period). Individual step increases will be effective on the closest Sunday to the effective date of the increase. Increases effective on Monday, Tuesday, or Wednesday shall be paid effective the preceding Sunday; increases effective on Thursday, Friday or Saturday shall be paid effective the subsequent Sunday.

OVERTIME

1. An employee will be paid overtime, at 1.5 times the employee's normal hourly wage, for all hours worked outside of the employee's regular schedule, regardless of whether the additional work is voluntarily performed or mandated.
2. Call back shall be defined as those occasions when an off-duty employee is required to return to duty. Call-back pay shall be paid at 1 ½ times the employee's normal hourly rate . A minimum of one hour will be paid for every call back of less than one hour in duration. - Overtime beyond the first hour shall be calculated in increments of one-half (1/2) hour.
3. Call-back is limited in the following way:

<u>ALARM</u>	<u>THOSE ELIGIBLE FOR CALL-BACK (Off-Duty Personnel)</u>
---------------------	---

Still	No call-back pay
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Station Coverage If less than two personnel are available at Station #1, a call back shall be initiated.

1st Alarm All off-duty personnel reporting will receive call-back pay

2nd Alarm Same as 1st alarm

4. Employees may elect to have their paycheck deposited directly to any of the banks offering such service subject to limitations imposed by the service agency processing the Town's payroll.

ADMINISTRATION OF OVERTIME

5. The assignment and distribution of overtime for members of the bargaining unit shall be made in accordance with the methods set out in this Article.
 - a.) There shall be established four (4) overtime lists each applicable to the four shift groups A, B, C, and D. The names of each individual working on a particular shift shall be listed on that overtime list in order of departmental seniority with the most senior employee assigned to that shift listed first and the least senior employee working that shift listed last.
 - i. The overtime list established for the "A" shift shall be utilized solely to cover and fill all overtime opportunities created by vacancies in the "B" shift.
 - ii. The overtime list established for the "B" shift shall be utilized solely to cover and fill all overtime opportunities created by vacancies in the "C" shift.
 - iii. The overtime list established for the "C" shift shall be utilized solely to cover and fill all overtime opportunities created by vacancies in the "D" shift.
 - iv. The overtime list established for the "D" shift shall be utilized solely to cover and fill all overtime opportunities created by vacancies in the "A" shift.
 - v. In the event all employees on the applicable overtime list (as detailed above) refuse to work the overtime opportunity, then, the overtime list for the shift scheduled to work the shift following the shift on which the overtime opportunity will occur, shall be utilized for the

overtime opportunity according to the shift's overtime list. For example, if, according to 7(a)(i) above "A" shift overtime list is being utilized to cover an overtime shift occurring on the "B" shift, and no employee on the "A" shift elects to work the overtime, then the "C" shift overtime list shall be utilized to cover the vacancy on the "B" shift.

- b.) An Officer on each shift shall be responsible for filling and assigning overtime opportunities in accordance with this Article.
- c.) In accordance with the provisions of this Article, each overtime list shall be utilized to fill overtime, said list utilized by means of seniority and on a rotating basis. The Officer filling an overtime opportunity shall call the eligible firefighter at that firefighter's home, or other number provided by the firefighter, should the eligible firefighter not then be on duty. This call must be made between 0700 and 0800 hours. Should the eligible firefighter either refuse or be unreachable after all reasonable attempts have been made to reach the eligible firefighter, that firefighter's name shall be donated as refusing said overtime opportunity and the Officer shall proceed down the list to the next senior firefighter. Upon filling the overtime opportunity, the next overtime opportunity shall be offered first to that firefighter immediately junior to the firefighter(s) filling the most recent overtime opportunity and, thereafter, the overtime opportunity shall be filled in accordance with the terms of this Article. In the event that the most recent overtime opportunity was filled by the most junior firefighter on the overtime list, the next available opportunity shall be offered first to the most senior firefighter on said list and, thereafter, offered in accordance with the terms of this Article.
- d.) All Firefighter overtime shall be offered to full time firefighters and master firefighters prior to the utilization of Lieutenants, Captains or call or part-time employees.
- e.) Overtime shall be distributed utilizing the two overtime lists presently in effect which consist of a Long Overtime List (for overtime longer than 10 hours) and a Short Overtime List (for overtime of 10 hours or less).

ARTICLE XXVI - INCENTIVES

- The following bonuses will be added to the base hourly rate of an employee who has been awarded the applicable certification. In order to remain eligible, the employee must retain such certification.

<u>CERTIFICATION</u> <u>LEVEL</u>		Hourly Stipend
Hazardous Materials Technician		\$.35
Firefighter III		\$.16
OR		
Fire Officer I only		\$.18
OR		
Fire Officer I & II		\$.35
Rescue Specialist (RS1, RS2)		\$.12
30 Semester Hours in any degree identified in Appendix A		\$.14
OR		
Associates Degree in any degree identified in Appendix A		\$.23
OR		
Associates Degree and 30 Semester Hours in any degree identified in Appendix A		\$.30
OR		
Bachelor's Degree in any degree identified in Appendix A		\$.37
OR		
Masters Degree in any degree identified in		\$.46

Appendix A		
OR		
Approved Associates and/or Bachelor's degree not identified in Appendix A		\$.18
Approved Masters' Degree not identified in Appendix A		\$.30

2. Bonus payments for college certifications and degrees will be paid only if the course of study is related to fire protection, fire science, or other related areas as approved in advance by the Fire Chief. Employees who have unrelated certificates/degrees that have been approved prior to July 1, 2019 will continue to be eligible. Employees receiving, as of June 30 2023, a stipend for a college degree not listed in Appendix A will continue to receive the stipend at the level identified in the Parties' 2019-2023 CBA, unless the stipend identified in this Agreement would be higher.
3. The Town will allocate \$12,000.00 within the department budget to reimburse unit members who request reimbursement for all Vo-Tech classes earning credit toward a Vo-Tech Certificate, or college classes earning credit toward an Associates, Bachelor's or Master's Degree completed within the fiscal year. Courses to be reimbursed must receive the prior approval of the Chief and the available funds shall be allocated on a first come, first served basis. These allocated funds will not be used for required refresher training or in-house departmental training. The Chief may reimburse college certificate programs and non-college level courses at his discretion.
4. In order to qualify for tuition payment/reimbursement, the employee must earn a passing grade and a certificate of course completion showing passing grade must be presented to the department head within 30 days of course completion. For graded courses, passing grade is defined as "C" (not C-) or better for undergraduate degree courses and "B" (not B-) or better for graduate courses and "Pass" for "Pass/Fail" courses. In the event the employee does not earn the required grade, he or she will reimburse the Town the amount of the class.
5. New hires shall not be eligible for educational incentives until after satisfactory completion of their probationary periods.

In the event of expiration of this Agreement, incentives in section 1 of this Article shall continue to be paid.

ARTICLE XXVII - WORKING OUT OF CLASSIFICATION

The Town agrees to pay an employee working out of classification with or for the Mechanic, an additional 5% of that employee's regular salary for the time performing the Mechanic duties. Any duties that require a licensure to perform shall not be performed by Members of Local 2904. Nothing herein shall be construed to prevent an employee from volunteering to perform a duty of which they have a demonstrated skill.

ARTICLE XXVIII - SAFETY

1. There shall be established an Advisory Occupational Safety and Health Committee comprised of two Union members and two appointees of the Fire Chief to review matters of safety and health and to make written policy recommendations. The Fire Chief's written response shall be submitted to the committee within thirty (30) days.
2. Every Firefighter shall be issued their own portable radio.

ARTICLE XXIX - PHYSICAL EXAMINATION

Each Firefighter will take and pass an annual physical examination, as per past practice. The Town shall pay the cost of the examination.

ARTICLE XXX – EMERGENCY MEDICAL SERVICE

1. All employees shall be certified at least at the Emergency Medical Technician-Basic level by the National Registry of Emergency Medical Technicians and duly licensed by the State of New Hampshire to practice at that level of certification for all employees hired after January 1, 2000. Employees hired after January 1, 2000 shall maintain, at a minimum, their level of training and certification upon completing probation. The Town shall pay the cost of acquiring and maintaining these levels of certification.
2. In the event that the employee loses the employee's certification or license for whatever reason, the Fire Chief shall allow such employee a reasonable period of time in which to reacquire said certification and license. In the event that an employee has advanced medical training, the employee shall be able to continue employment as long as the employee maintains an Emergency Medical Technician-Basic certification and license, while reacquiring the employee's original level of certification and licensure, unless the employee is allowed to reduce the level of certification pursuant to section 7 of this Article.
3. While on duty, all eligible employees shall participate in emergency response as part of the ambulance crew. This assignment shall rotate so that all eligible

employees participate in this coverage. The Fire Chief shall consult with the and attempt to gain agreement on the operational plan with the union prior to the implementation of this coverage. This plan shall be reviewed with the Union every six (6) months for the duration of the contract. Any necessary changes shall be implemented as needed, but not before the Fire Chief and the Union have consulted and attempted to gain agreement. If an agreement cannot be reached, the management rights article of this contract shall prevail. The parties agree that they will continue to provide fire safety protection to the citizens and businesses of Merrimack.

4. Employees who are certified at First Responder level or higher are allowed to return for call back to cover the ambulance and fill shifts as needed to cover the ambulance. Firefighters may fill overtime Firefighter/Paramedic slots or other full time slots assigned to the ambulance as long as one (1) Paramedic is available on the shift.
5. While on duty, employees shall cover the additional ambulance calls when needed.
6. The Town shall pay the cost of training for all personnel interested in participating in EMT-Advanced training. The Town shall also encourage personnel to attend advanced medical training, including paramedic training. The Town will make every attempt to assist these personnel attending medical training, including providing coverage for shifts.
7. An employee who wishes to diminish the employee's level of medical certification may request the Fire Chief to reduce the requirement to maintain that level of certification. The Fire Chief will review each appeal on a case-by-case basis. The Fire Chief shall not unreasonably deny a request, as long as a minimum number of personnel at that level are maintained. The minimum level of certification that must be maintained, if a reduction is granted, is Emergency Medical Technician-Basic.

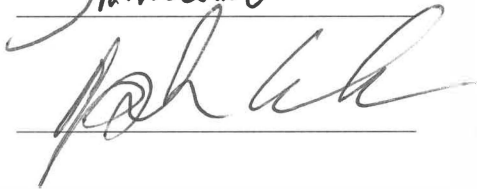
ARTICLE XXXI - EFFECT OF AGREEMENT

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

ARTICLE XXXII - DURATION OF AGREEMENT

1. This Agreement shall be in full force and effect from July 1, 2023 and shall expire on June 30, 2026. This Agreement shall be renewed automatically for a period of one year and again for one year for each succeeding year subject to approval of the cost items by the town meeting, unless the Union or the Town notifies the other party in writing of intent to open negotiations on all or parts thereof. The notification of intent must be presented to the other party not later than the October 1 preceding the expiration date.
2. If the Town Council or the Union fails to act with respect to this Agreement within thirty (30) days subsequent to the "tentative agreement" date of the parties, the Union or the Town has the right to request resumption of negotiations for the purpose of declaring an impasse and requesting the appointment by the Public Employee Labor Relations Board of a mediator/factfinder.

FOR THE UNION



FOR THE TOWN OF MERRIMACK



APPENDIX A: APPROVED DEGREES PER ARTICLE XXVI (INCENTIVES)

- Fire Science
- Fire Technology
- Fire Administration
- Emergency Management
- Emergency and Disaster Management

During this Agreement, but not sooner than July 1, 2024, the Town agrees to meet once, upon request by the Union, to meet and confer with the Union to determine whether this Appendix should be amended or otherwise modified.