COLLECTIVE BARGAINING AGREEMENT

CITY OF DOVER, NEW HAMPSHIRE

AND

THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES LOCAL #572 - AFSCME-AFL/CIO

July 1, 2008 through June 30, 2011

COLLECTIVE BARGAINING AGREEMENT
CITY OF DOVER, NH & AFSCME, LOCAL #572

TABLE OF CONTENTS

Article	Title	Page
I:	AGREEMENT	1
II:	RECOGNITION	1
III:	DEFINITION	2
IV:	WAGES AND HOURS	3
V:	HOLIDAYS	6
VI:	WAGE SCHEDULE & RATE ADJUSTMENTS	7
VII:	PROMOTIONS AND TRANSFERS	8
VIII:	SENIORITY	10
IX:	LEAVES OF ABSENCE	11
X:	LIGHT DUTY	18
XI:	AGENCY SHOP	18
XII:	BULLETIN BOARDS	18
XIII:	ANNUAL VACATIONS	19
XIV:	GRIEVANCE PROCEDURE	20
XV:	SAFETY	21
XVI:	NO STRIKE AGREEMENT	22
XVII:	WORKERS' COMPENSATION	22
XVIII:	BENEFITS PROGRAM	22
XIX:	LONGEVITY SCHEDULE	25
XX:	DISCIPLINARY PROCEDURES	25
XXI:	EDUCATIONAL INCENTIVE REIMBURSEMENT	26
XXII:	MANAGEMENT'S RIGHTS	27
XXIII:	GENERAL PROVISIONS	27
XXIV:	TERMINATION	27
	APPENDIX A	29
	APPENDIX B	30
	APPENDIX C	31
	MEMORANDUM OF AGREEMENT	32

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF DOVER, NEW HAMPSHIRE
AND
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
LOCAL #572 - AFSCME-AFL/CIO

ARTICLE I: AGREEMENT

Section 1 This Agreement made and entered into by the City of Dover and AFSCME - AFL/CIO - Local #572 representing the non-supervisory employees of the Department of Community Services and all its divisions, hereafter referred to as the Department, do hereby reach the following agreement:

Section 2 The Union establishes itself as the exclusive representative of the non-supervisory employees of the above identified Department who are now enrolled on the City's payroll, and the Union shall represent all non-supervisory employees within the Department for the purpose of bargaining with respect to wages, hours of work and other conditions of employment other than managerial policy within the exclusive prerogative of the City, or confided exclusively to the public employer by statute or regulations adopted pursuant to statute. The phrase "managerial policy with the exclusive prerogative of the public employer" shall be construed to include but shall not be limited to the functions, programs, and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction, and number of its personnel so as to continue public control of governmental functions.

ARTICLE II: RECOGNITION

Section 1 The Department hereby recognizes that the Union is the sole and exclusive representative of all non-supervisory employees of the Department occupying the position classifications shown in the attached Appendix A.

Section 2 Whenever re-employment's are made, or the Department hires new employees, they may, upon completion of a six (6) months probationary period, become members of Local #572 by presenting to the Department a proper authorization, approved by the Union President, for the collection of their dues.

Section 3 Upon individual written authorization by the Union employee and approval by the Union President, the Department agrees to deduct from each Union employee so authorized the current monthly Union dues, as certified to the employer by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction to be

made the second pay period of the month. However, if any employee has no check coming to him/her or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said employee for that week. The Union agrees to indemnify and hold the City harmless from any claims arising out of the City's authorized deduction of said dues according to the terms and conditions of this contract. The Union agrees in return for itself and its members that they will individually and collectively perform loyal and efficient work and service and use their influence and best efforts to promote and advance the interest of the taxpayers of the City of Dover, New Hampshire.

Section 4 The Department agrees that there shall be no discrimination, harassment, interference, restraint, or coercion by the Department, or any of their authorized agents, against any employee because of his/her membership in the Union or because of presenting a grievance or against any employee who may represent others in the discharge of his/her duties as a member of any committee of the Union. The Department and the Union agree they shall not discriminate against any employee because of race, creed, sex, religion, age, marital status, national origin, or political affiliation.

ARTICLE III: DEFINITION

Section 1 Emergency: For the purpose of this Agreement, an emergency shall be defined as an unexpected event or happening.

Section 2 Employee: Whenever used in this Agreement, the word "employee" shall refer only to a person or persons actively and regularly engaged in full-time work or enrolled on the regular payroll of the Department.

Section 3 Grievance: A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement, under express provisions of this Agreement, and shall be processed in accordance with ARTICLE XIV, Grievance Procedure, of this contract.

Section 4 Probation: A probationary period must apply to all employees during the first six (6) months of the date of their original employment. Upon successful completion of probation, the employee shall receive regular appointment to their designated position or classification. During the probationary period, a new employee may be dismissed for any cause at the sole discretion of the Director of Community Services hereinafter referred to as the Department Head.

Section 5 Workweek. The regular workweek for pay purposes shall commence on Sunday morning at 7:00 a.m. and end on the following Sunday at 6:59 a.m. The regular workweek shall consist of five (5) consecutive days, Monday through Friday.

Section 6 Days. Where mentioned in this contract "days" shall be defined as "workdays" unless specific provision is made to the contrary.

ARTICLE IV: WAGES AND HOURS:

Section 1 Hours of Work. The workweek for pay purposes shall commence on Sunday at 7:00 a.m. and end on the following Sunday at 6:59 a.m.. The normal workweek shall consist of five (5) consecutive days, Monday through Friday, 7:00 a.m. through 3:00 p.m. The City may, with mutual agreement by the Union alter the normal workweek when necessary to allow for temporary flexible scheduling. The City reserves the right to vary the assignment of the lunch period to handle emergency situations as defined under ARTICLE II, Section 2.1. The work hours for the below-listed operations shall be as follows:

Arena:
May 1 through August 31 - 7:00 a.m. - 3:30 p.m. - 1/2 hr. lunch
Sept. 1 through April 30 - 7:00 a.m. - 3:30 p.m. - 1/2 hr. lunch
4:00 p.m. - 12:00 a.m.

Cemetery:
Dec., Jan., Feb. 7:00 a.m. - 3:00 p.m.
If, however, the employees are notified there is a burial that day, they will agree to work the Mar. through Nov. - 7:00 a.m. - 4:00 p.m. shift with 1 hr. lunch.

Division of Environmental Programs:

1 Employee 8:00 a.m. – 4:00 p.m. Tuesday – Saturday
1 Employee 9:00 a.m. – 5:00 p.m. Tuesday – Friday and 8:00 a.m. – 4:00 p.m. Saturday

The Solid Waste Assistant and Heavy Equipment Operator* may decide mutually on which employee will fill each of the aforementioned schedules. In the event the employees are unable to come to an agreement, such schedules shall be rotated on a monthly basis between the employees. The rotation will start with the senior employee in the division's choice first.

* Certification requirements shall apply for the position of Heavy Equipment Operator I in the Solid Waste division. This position shall have certifications as Solid Waste Operator, Grade 1 minimum and New Hampshire Weigh Master.

Section 2 The City reserves the right to pre-schedule work shifts or permanently assign work shifts that would begin and/or end during hours other than defined in ARTICLE IV, Section 1 above, Monday through Friday. In all cases of prescheduled work, the City shall

compensate the employees with a one dollar ($1.00) per hour pay differential for all prescheduled hours worked outside the normal workweek, except as may otherwise be provided for under ARTICLE IV, Sections 1 and 3. Prescheduled work shall only refer to work which must be performed during hours other than the normal workweek because of the nature of the work to be performed. The following work categories identify work which may be assigned as prescheduled work:

1. Preparation of baseball, softball, soccer and football fields for league play.
2. Maintenance of the Bellamy and Garrison Hill ski areas, in preparation for daily use.
3. Maintenance and cleaning of parks during the period of May to November 1st. This work is to include:
   a. the collection of trash and small debris and minor raking;
   b. the collection of playground boxes and other play equipment during the two-month playground program period, which runs approximately from June 25 through August 17. Hours during this period are from 8:00 a.m. to 4:00 p.m. or from 7:30 a.m. to 4:00 p.m., with a half hour lunch.
4. Street sweeping and hauling of street sweepings.
5. Garage work.
6. Meter reading.
7. Flushing of hydrants.
8. Ice change over procedure.
9. Parking lot maintenance.
10. Other temporary work assignments which may arise from time to time as mutually agreed upon by the Union and the City.

Work shall not be prescheduled for Saturdays, Sundays, and holidays for personnel within the Highway and Utilities Divisions. Work shall not be prescheduled for Sundays and holidays for personnel within the Facilities and Grounds Division.

Section 3 The City shall compensate employees at the rate of time and one-half (1-1/2) their base hourly rate of pay for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one workweek.

Section 4 Coffee breaks, or other similar work breaks, shall be taken at the job site and shall be for a period not to exceed fifteen (15) minutes.

Section 5 Emergency Work. It shall be the duty of all able-bodied employees to make themselves available during the course of emergencies.

Section 6 The parties agree that overtime work shall be assigned by division on a rotating basis among qualified regular employees by

classification. In the event that division is exhausted, overtime shall go by Department seniority on a rotating basis among all available and qualified regular employees in the Department.

Section 7 No temporary employee shall be assigned to overtime work until all regular employees shall have had the opportunity for such assignment. This section does not apply to the part-time employees of the Arena.

Section 8 An employee paid on an hourly basis, who has left his/her normal place of work for his/her residence and is called back for overtime work, shall be paid for such overtime at the rate of time and one-half their base hourly rate, with a minimum of four (4) hours call-in time.

Section 9 An employee on voluntary weekend and/or holiday standby shall be compensated for a minimum of four (4) hours, at the rate of time and one half (1-1/2) their base hourly rate by reason of such standby alone, and in addition, for each actual call-in, except for the first or initial call-in, if made between the hours of 7:00 a.m. and 3:00 p.m. If said employee shall actually work for a period in excess of four (4) hours during any such call-in, he/she shall be compensated at the rate of time and one half (1 1/2) their base hourly rate for all hours so worked. The City shall provide the employee with a pager, which shall be used by the employee during said stand-by. The City further agrees that stand-by by assignment shall be made by division.

Section 10 An employee shall not be required to work over sixteen (16) consecutive hours.

Section 11 Employees occupying positions associated with the operation of the Wastewater Treatment Plant facility shall retain flexible work-week schedules as may be established by the City. Further, such employees are to be exempt from the scheduling restrictions and pre-scheduling and voluntary/holiday standby premium pay requirements of this Article and the established work week as may be indicated elsewhere in this Agreement.

Employees with the Wastewater Treatment Plant; Pump Station and Wells; or the Recycling Center shall be allowed to halt weekend overtime activity by 11:30 PM on the night preceding their weekend scheduled coverage.

Section 12 Utility and other division employees shall be trained on the use of the standby monitoring equipment.

Employees operating and maintaining the water supply/treatment and wastewater pumping stations will be assigned on a rotating basis to monitor the status of utility system equipment and facilities during hours beyond their regular work schedule including holidays

and weekends.

Swaps will be allowed, with prior notification and approval of the supervisor. The FLSA non-exempt employee who performs the monitoring will be the employee who gets paid.

An FLSA non-exempt employee on standby to monitor and control the water and wastewater system during non-working hours will be compensated as follows:

> Effective the date of signing, $3.00 per hour while on standby to monitor and control, including responses to beeper alarms, computer troubleshooting, etc. and payable whether or not any alarms go off.
>
> When an FLSA non-exempt employee who is on standby to monitor the system must come in to correct a problem, the employee will receive a three (3) hour minimum at the overtime rate. Management shall have the right to dispute questionable alarm responses.

The City will provide a cellular phone or other connectivity options. If not available, the City will reimburse for toll charges to the SCADA system.

ARTICLE V: HOLIDAYS:

Section 1 All employees, except temporary and part-time employees, shall be paid the following named holidays, or any other day proclaimed as a holiday by the City Manager. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered to be the holiday.

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Section 2 All work performed on a holiday shall be at the rate of time and one-half over and above the eight (8) hours pay for the holiday, for all hours worked.

Section 3 Employees shall be entitled to receive holiday pay if they work or use an approved leave of absence which shall include any paid leave time provided for within this agreement for their regularly

scheduled shifts immediately prior to and following the designated holiday.

Section 4 Payments for holidays shall normally be made in the pay period in which the holiday occurs.

ARTICLE VI: WAGE SCHEDULE & RATE ADJUSTMENTS

Section 1 Wage Schedule

1.1 Only those positions specifically named on the wage schedule as reflected in Appendix A shall be considered positions subject to the terms and conditions of this Agreement as a further definition to ARTICLE II, Section 1, of this Agreement, except that the City may not re-classify positions with the intent of excluding them from the bargaining unit.

1.2 Effective the beginning of the first full pay period immediately following, July 1, 2008, all members of the Union shall receive a cost of living adjustment of zero percent (0%).

1.3 Effective the beginning of the first full pay period immediately following, July 1, 2009, all members of the Union shall receive a cost of living adjustment of zero percent (0%).

1.4 Effective the beginning of the first full pay period immediately following, July 1, 2010, all members of the Union shall receive a cost of living adjustment subject to negotiations. Such adjustment shall be applied to the previously adjusted Appendix B and Appendix C FY2007 Step Plan Wage Schedules.

Section 2 Wage Rate Adjustments

2.1 All eligible employees shall receive a step increase with retroactive wages covering Year 1 (July 1, 2008 through June 30, 2009). The membership has offered to forego any step increase payable to them effective July 1, 2009 through June 30, 2010. All eligible employees shall receive their step increase in Year 3 (July 1, 2010 through June 30, 2011). All employees shall be eligible to receive their step increase on the position anniversary date for their current position. The step increase shall only be awarded according to the step rates established in Appendix B (for all employees represented in the bargaining unit on July 5, 2007) or Appendix C (for all new employees hired into the department and represented in the bargaining unit after July 5, 2007) as revised per Section 1 above for the employee's position and grade identified in Appendix A following the completion of a full twelve (12) months of service.

2.2 In no event shall an employee receive an increase resulting in a base rate in excess of the maximum rate established for his/her position.

Section 3 An employee shall have the option of requesting compensatory time in lieu of overtime payment. Employees shall not be offered compensatory time to work without the option of receiving overtime pay for the same period of time. Compensatory time shall be accrued at a rate of one and one half (1 ½) hours for every hour of overtime. Employees shall be entitled to accrue up to thirty-two (32) hours of compensatory time. Tracking of hours earned and used shall be a function of management. Employees shall be entitled to accrue up to thirty-two (32) hours of compensatory time. Earned compensatory hours must be used within 180 days using the "First In – First Out" (FIFO) accounting method. It is agreed that compensatory time may be used in lieu of unpaid "black" time. Compensatory time shall also be used based on an employee's request with approval by management. Such approval shall not be unreasonably denied. Compensatory hours that can not be used within the 180 day window shall be compensated for.

ARTICLE VII: PROMOTIONS AND TRANSFERS:

Section 1 The Department reserves and shall have the right to make promotions and transfers primarily on the basis of ability, performance of duty, and merit, but shall be governed by seniority where equal ability, performance of duty, and merit have been demonstrated.

Section 2 Promotions and Transfers: An employee who receives a promotion or transfer shall have a probationary period of sixty (60) days from the date of promotion or transfer. During this period the employee may at his/her option or at the City's discretion be reinstated to the employee's previous classification and pay rate or at the pay rate they would have attained if they remained in the previous position.

Section 3
a) All employees shall be given a reasonable opportunity to learn a new or different job.
b) All positions shall be posted for five (5) days in all divisions of the Department covered by this contract, and qualified employees shall be given the opportunity to apply for these jobs. A full job description shall be attached for each position posted.
c) All management positions shall be posted for five (5) days and qualified employees shall be given the opportunity to apply for these jobs.
d) Actual job descriptions shall be posted with the job postings.

Section 4 An employee may be temporarily assigned for a period not to exceed sixty (60) work days to the work of any position of the same

or lower class grade without change in pay. Upon the cessation of such temporary assignment, such employee shall be restored to his original position.

Section 5 When an employee is temporarily assigned to a higher graded position, such employee shall receive an additional five (5%) percent of his/her current hourly rate provided such rate does not exceed the maximum rate of the higher graded position, or shall receive the minimum hourly rate of the higher rated position, whichever is greater.

Section 6 An employee promoted to a higher paying job classification, other than temporarily, shall receive a five (5%) percent increase provided such rate does not exceed the maximum rate of the higher graded position, or the start rate of the higher rated position, whichever is greater. Promotions, whether temporary or otherwise, shall be made in accordance with the provisions of ARTICLE VII, Sections 1 and 2 of this Agreement.

Section 7 Whenever possible, promotions or transfer shall be made on the basis of merit and from the ranks of regular employees who are employed within the division where such promotion or transfer exists. On competitive examinations for promotional or transfer appointments, employees of the division shall be granted two (2) additional points per five (5) years of service completed within their department of employment.

Section 8 All new positions, promotions or transfers contemplated beyond a period of thirty (30) days shall be posted on the division bulletin boards for at least five (5) working days and any interested employee shall have the opportunity to apply for such position, promotion or transfer.

Section 9 In the event an employee is reclassified to a lower job classification as the result of a voluntary response to a posted position as provided in Section 3 of this ARTICLE or as the result of surplus/reorganization, the established rate of pay shall be the same rate held at the grade from which reclassified except that in the event such rate exceeds the maximum rate of the lower classified job, the employee's established pay rate shall be such maximum rate.

a) In the event said reclassification is the result of a voluntary employee initiated action, his/her position anniversary date shall be established as the effective date of reclassification.

b) In the event said reclassification is the result of a surplus/ reorganization, the employee shall retain his/her position anniversary date as established prior to said reclassification.

The provisions of this Section shall not apply to voluntary reclassification as provided in ARTICLE VII: PROMOTIONS AND TRANSFERS, Section 2, and that in such cases, the employee

shall receive the wage rate previously held at the lower job classification plus any applicable contractual pay changes.

ARTICLE VIII: SENIORITY:

Section 1 There shall be two types of seniority:

a) Department Seniority

b) Classification Seniority

Department Seniority shall relate to the time an employee has been continuously employed by the Department. Classification seniority shall relate to the length of time an employee has been employed in a particular grade classification.

Section 2 Department seniority shall prevail in matters concerning layoffs and re-hirings. Qualified and available permanent employees shall be reinstated before new employees are hired, except that the employee shall notify the City of his/her intentions to return to work within ten (10) calendar days of notification and must report to work within fifteen (15) calendar days of notice, otherwise he/she shall be considered permanently severed from the City. The obligation of the City to notify former employees shall not extend beyond three (3) years from date of layoff.

Section 3 Division seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in ARTICLE VII. of this Agreement.

Section 4 No employee shall have the right to replace another employee in any classification by virtue of Department seniority alone, except in the event of a permanent lack of work or layoff in any classification.

Section 5 Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular classification seniority list to which he/she has been promoted, regardless of his/her Department seniority, and he/she shall be considered to be the junior or youngest employee in that classification, regardless of the Department seniority of other employees already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of that particular classification seniority list concerned.

Section 6 Until a newly hired employee has served the initial six (6) month's probationary period, it shall be deemed that he/she has no seniority status, and is not covered by this Agreement.

Section 7 An employee shall not forfeit seniority during absences caused by:

a) Illness resulting in total temporary disability due to his/her regular work with the Department, certified to by an affidavit from Workers' Compensation carrier.

b) Illness not the result of misconduct, resulting in total temporary disability, certified to by a physician's affidavit every three (3) months.

c) Provided further, that after the expiration of the first ninety (90) calendar day period, the Department Head shall at once order a complete physical and/or mental examination of said employee by a physician acceptable to the City and the employee; if the report of his/her examination establishes the injury as one which permanently incapacitates said employee, application shall be made for retirement under the provisions of the appropriate retirement system. The commencement of payments under the appropriate retirement system shall end the Employer's obligation for payment of vacation time and/or accumulated sick leave under this section. Provided further, that if it is determinable immediately after an employee is injured, by two registered physicians acceptable to the City that an employee will not be able to return to his regular duties at any time in the future, the City shall not be obligated to pay the difference between Workers' Compensation and the employee's regular salary for the first ninety (90) days of injury, in compliance with this section.

Section 8 An employee shall lose his/her department & classification seniority upon permanent separation from the City.

Section 9 The employee's present classification seniority, as of the effective date of this contract, shall be the only type of seniority considered for the purpose of establishing the classification seniority system called for in the ARTICLE. This classification seniority must have been continuous in nature to merit consideration under this section. The preparation and maintenance of the Classification Seniority Roster shall be the responsibility of the City and shall be posted by January 2nd of each year, and if no objections are filed within thirty (30) days, it shall be held final.

ARTICLE IX: LEAVES OF ABSENCE:

Section 1 Military Service

Any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year, and will have no bearing on annual vacation leave. The amount of compensation paid to such employee for such leave of absence shall be the difference between the employee's compensation for military activities as shown by a satisfactory statement by military authorities giving the employee's rank, base pay, and the amount of the employee's regular weekly pay. If the compensation for military service is equal to or greater than the pay due as a City employee

for the period covered by such military leave, then no payment shall be made.

Section 2 Union Leave

The Department agrees to grant a reasonable number of employees who are members of the Union, such reasonable leaves of absence for transacting Union business for such lengths of time as the Department shall determine, provided that such leave does not interfere with the work of the Department. Any employee shall be paid by the Department during such leaves of absence or the normal workday. Employees shall give the Department Head or his/her designee at least four (4) hours notice for such leaves except that an employee shall be entitled to representation as provided for under 273:A:11 paragraph 1-A, and 273:A:211 paragraph 11.

Section 3 Personal Sickness and Injury Leave

3.1 Each regular full-time employee will be eligible to up to ten (10) paid excused days per contract year for personal illness or injury excepting new hires who must first complete the probationary period.

3.2 Any single absence in excess of five regularly scheduled workdays will be treated in accordance with the provisions of ARTICLE IX, Section 4, Personal Sickness and Accident Disability.

3.3 There will be no carry-over of personal sickness and injury days from year to year.

3.4 At the discretion of the Department Head, a doctor's certificate may, at the City's expense, be required for any absence due to personal sickness or injury in excess of two (2) but less than six (6) regularly scheduled workdays. Any absence in excess of five regularly scheduled workdays will require, at the employee's expense, a doctor's certificate for payment eligibility as provided in ARTICLE IX: Section 4, Personal Sickness and Accident Disability.

3.5 It is understood that abuse of sick leave may result in discipline.

3.6 Prior Carry-over

3.6.1 Incumbents on roll effective July 1, 1993 who previously had negotiated accrued carry-over sick leave will be grandfathered for purposes of retaining such negotiated accrual.

3.6.2 Employees having grandfathered sick leave accruals may make application to receive a cash payment to "buy-down" all or a portion of such accruals. To be considered for a grandfathered sick leave accrual "buy-down"

payment, an employee will be required to complete and submit an accrual buy-down election form during the annual Benefit Open Enrollment process which shall then be considered by the City as part of the annual budgeting process. Subject to annual funding availability and other limitations as may be established by the City, payment for all or a portion of the requested "grandfathered sick leave buy-down" shall be made weekly during the corresponding benefit plan year. Any grandfathered sick leave buy-down payment made to an employee shall be calculated based upon the employee's base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with grandfathered sick leave accruals awarded at 75%. Should employment with the City be terminated within 12 months of receiving a "buy-down" payment, an employee shall be responsible for reimbursing the City 25% of the payment attributable to grandfathered sick leave.

3.6.3 Incumbents with such accrual may supplement eligibility limits as provided in 3.4 above as may be needed.

3.6.4 Upon termination incumbents grandfathered under 3.6.2 will be paid an allowance of any unused accrual based on the following:

Retirement under the applicable NH Retirement Group	-	75%
Resignation/Layoff	-	50%
Death beneficiary		
* non-job related	-	75%
* Job related	-	100%

Section 4 Personal Sickness and Accident Disability:

4.1 Eligibility

4.1.1 A regular full-time employee will be eligible for Personal Sickness and Accident Disability benefits beginning with the sixth regularly scheduled workday of absence upon presentation of a physician's certificate based on the following schedule:

6 months but less than 2 yrs.:	6 wks full pay
2 yrs. but less than 5 yrs.:	12 wks full pay

5 yrs. but less than 10 yrs:	20 wks full pay
10 yrs. but less than 15 yrs.:	36 wks full pay
15 yrs. but lees than 20 yrs.:	48 wks full pay
20 yrs. +:	52 wks full pay

Short-term Disability payments are calculated using the net of Workers' Compensation benefits provided by an outside employer.

4.1.2 An employee having grandfathered sick leave under the provisions of ARTICLE IX, Section 3.B, Personal Sickness or Injury Leave, may utilize such accruals to supplement the provisions of 4.1.1 in the event the term of a disability exceeds the employee's eligibility schedule provided in 4.1.1.

4.1.3 Maintaining eligibility for the term of absence will require ongoing evidence that the employee is under the ongoing care of a physician and following an approved, recommended treatment program. Reinstatement from a disability absence will require a physician's certificate verifying the employee's fitness for work.

4.2 Second and Third Medical Opinions

4.2.1 The City may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule an employee absent under this ARTICLE to see a second physician of the City's choosing if is has reason for concern relative to either the employee's treatment program or expected recovery period.

4.2.2 In the event that there is a difference of opinion between the employee's treating physician and the City's second opinion physician, the City may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule the employee for a third medical opinion with a physician mutually agreed upon by the City Manager and a designated Union representative to resolve any discrepancy between treating and second opinion physicians.

4.2.3 The City will rely on the above process in determining eligibility for continued coverage or reinstatement.

4.2.4 An employee who refuses to provide evidence of ongoing treatment, and/or refuses to submit to second and third medical opinion diagnosis and/or to modify the treatment program as determined appropriate through second/third medical opinion process shall be considered as resigned.

4.2.5 If, after receiving benefits for a medically certified disability absence, an employee returns to work for less than two weeks and becomes disabled again for the same or another disability, benefits will resume on the first day of absence. If an employee returns to work for two, but less than 12 weeks, benefits will not start again until the sixth regularly scheduled workday. In either case, the duration of benefits paid during the previous absence is counted in determining the amount and duration of benefits regardless of whether the absences are due to the same or a different cause.

4.2.6 After 12 weeks back at work an employee will again be eligible for the full benefit payment schedule as provided for in 4.1.1.

4.2.7 An employee who is eligible in accordance with the provisions applicable to his/her NHRS group may retire should he/she continue to be disabled following expiration of benefits provided he/she, if grandfathered under the provisions of ARTICLE IX, Section 3.B, has first exhausted all accruals.

4.3 Partial Disability

4.3.1 In the event an employee is determined fit to return to work on a part-time basis, benefits for the difference between the part-time and full-time hours will be paid in accordance with the schedule provided in 4.1.1 above. In no case shall the application of full and/or partial benefits extend beyond the benefit schedule provided in 4.1.1.

Section 5 Care of New born Child (CNC)

5.1 Eligibility

5.1.1 Each employee will be eligible for a leave of absence for care of a newborn child for a period of up to ninety (90) calendar days at any time within 12 months from the date of birth inclusive of any period of disability, if applicable, associated with delivery.

5.1.2 CNC Leave will be without pay but with full service credit and benefits.

5.1.3 An employee may apply to the City Manager for an extension of CNC prior to expiration of the initial ninety (90) calendar days leave provided that:

a) the employee will exhaust all vacation time prior to the start of any extended leave; and

b) the request is substantiated by evidence that the child has a certified medical condition requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and

c) that the total period of the initial CNC, vacation and the extended leave will not exceed 120 days from date of birth inclusive of any period of disability, if applicable, associated with delivery.

5.1.4 Any extension of the CNC will be without service credit or benefits.

5.2 Termination

5.2.1 Upon completion of the CNC leave, the employee shall return to work or be considered as having resigned.

5.2.2 In the event that the employee cannot be reinstated to his/her position as a result of a force reduction, he/she will be treated in accordance with ARTICLE VII, PROMOTIONS AND TRANSFERS.

5.2.3 An employee on leave for CNC shall not be eligible to collect unemployment compensation. In the event an employee applies for unemployment compensation during the period of CNC leave, he/she will be considered as having resigned.

5.3 Nothing in Sections 5.1 or 5.2 above will preclude an employee from taking any or all such leave by utilization of previously accrued and grandfathered sick leave and/or vacation.

Section 6 Bereavement Leave

6.1 A regular employee shall be granted reasonable absence due to death in his/her immediate family with pay based on his/her work schedule not to exceed three (3) working days provided the employee's term of employment is six (6) months or more at the time such absence begins.

6.2 A regular employee's immediate family shall be considered as spouse; children of either the employee or spouse; mother, father, brother or sister of either the employee or spouse; grandchildren or grandparents of either the employee or spouse.

Section 7 Jury Duty

7.1 An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's Superintendent/Division Department Head.

7.2 Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

Section 8 Excused Workdays

8.1 Each regular full-time employee with a six-months' term of employment on July 1 shall be eligible for three (3) excused workdays during the contract year with pay at his/her base rate. Employees who achieve a six months' term of employment after July 1 but not later than December 31, shall be eligible for two (2) excused workdays during the contract year with pay at his/her base rate upon achieving the six months' term of employment.

8.1.1 In all cases, employees with eligibility as specified above must reserve at least one excused workday until December 31 or until the City renders a decision or declaration, whichever is sooner, as provided in 8.B below.

8.2 The City shall have the option of converting one (1) paid Excused Workday to a designated day provided the City so designates prior to December 31st of the preceding year.

8.2.1 An employee who is not otherwise eligible for a paid Excused Workday shall be excused and paid for such City designed Workday.

8.3 In the event an employee is scheduled to work on a designated Excused Workday, he/she shall reschedule in the contract year or in the event the day cannot be rescheduled due to business conditions shall be paid in lieu of the designated Excused Workday at his/her base rate.

8.4 An employee who is absent with pay on a designated Excused Workday may reschedule the day provided such rescheduling is in the same contract year.

8.5 Non-designated Excused Workdays shall normally be scheduled 24 hours in advance with approval of the Department Head or his/her designee.

8.51 An employee who is otherwise absent with pay on a non-designated Excused Workday shall be permitted to reschedule in the same contract year.

8.52 There shall be no payment in lieu of or carry-over from one contract year to the next of unused non-designated Excused Workdays.

Section 9 Special Leave: The City Manager, at his/her sole discretion, may grant other leaves of absence with or without pay and/or service credit and/or benefits when the good of the City is benefited.

ARTICLE X: LIGHT DUTY:

Section 1 It is agreed that light duty may be assigned when an employee is injured on or off the job. The employee shall be required to present a doctor's certificate which describes injury and restrictions. Reassignment from normal duties shall then be discussed among the employee, his/her Division Supervisor and the Department Head. Although light duty assignments may not be within the usual job description, the rate of pay will remain the same as with normal job assignment. Reasonable attempts shall be made to keep light duty assignments within the employee's usual division of the Department if such light duty assignments are available.

ARTICLE XI: AGENCY SHOP:

Section 1 An employee who is not a member of the Union after the signing of this Agreement and chooses not to join the Union, will be required to pay a service charge in the amount comparable to the dues.

Section 2 Each new employee who is hired after the signing of this Agreement may become a member of the Union upon completion of a six (6) month probationary period; or if the employee chooses not to join the Union, he/she will be required to pay a service charge in the amount comparable to the dues.

ARTICLE XII: BULLETIN BOARDS:

Section 1 The Department shall provide space for bulletin boards for the posting of notices of the Department to the employees and for notice of the Union addressed to its members. The Department shall locate its bulletin boards at convenient places in the Department. No notices shall be posted in or around the Department property except on such boards, and then only after

approval by the Department as being suitable for posting. No Union notice shall be posted until it shall have been signed by the President or Secretary of the Union. The City shall provide to the President, Local 572, a copy of all Departmental notices to be posted that are relevant to the membership of this Union.

ARTICLE XIII: ANNUAL VACATIONS:

Section 1 Employees shall be entitled to paid vacations from date of employment as follows with 240 hours maximum accrual of vacation time plus the current year entitlement:

Length of Service	Vacation Period
After one (1) yr:	80 Hours
After five (5) yrs:	120 Hours
After ten (10) yrs:	Eight (8) additional hours of vacation for each additional year of service.

Section 2 Vacation time shall be taken according to a sign-up schedule which shall be posted during the calendar month of April. All members shall indicate their schedule of preference. In instances of conflict, the rule of departmental seniority shall govern. Number of person who may take a vacation at any one time shall be determined at the sole discretion of the Department Head or his/her designee.

Section 3 When an employee terminates his employment with the City for any reason, he shall be compensated for a maximum of thirty (30) working days of accrued vacation time, provided that said member has given two (2) weeks advance notice of his/her intent to terminate employment with the City. In the event of the employee's death, his/her beneficiaries shall be entitled to be compensated for the deceased employee's unused vacation up to a maximum of thirty (30) working days.

Section 4 Employees having vacation and/or grandfathered sick leave accruals, may make application to receive a cash payment to "buy-down" all or a portion of such accruals. To be considered for an accrual "buy-down" payment, an employee will be required to complete and submit an accrual buy-down election form during the annual Benefit Open Enrollment process which shall then be considered by the City as part of the annual budgeting process. Subject to annual funding availability and other limitations as may be established by the City, payment for all or a portion of the requested "buy-down" shall be made weekly during the corresponding benefit plan year. Any vacation leave buy-down payment made to an employee shall be calculated based upon the employee's base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with vacation leave accruals awarded at 100%.

ARTICLE XIV: GRIEVANCE PROCEDURE:

Section 1 A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement, under express provisions of this Agreement and shall be processed in the following manner:

Section 2 Step 1. An employee having a grievance must submit in writing the grievance to the department head within five (5) working days from the date of the event giving rise to the grievance or the date the employee could reasonably have been first made aware of the event. Such grievance must be submitted in writing listing the ARTICLE and Section violated, the specific grievance and the remedy desired. The Department Head shall fix a time and place for a grievance hearing within five (5) working days of receipt of the grievance which shall be not more than ten (10) working days from that date. Following close of the grievance hearing, the Department Head shall render his/her decision within ten (10) calendar days.

Section 3 Step 2. If the aggrieved employee or the Union is not satisfied with the decision of the Department Head and desires to proceed with the grievance, he/she shall follow the time sequence in step one (1) above and appeal in writing to the City Manager setting forth his/her basis for appeal of the Department Head, citing reference to specific sections of this contract which have been violated and the basis of his/her grievance. Such grievance shall be discussed between the employee, a Union representative and the City Manager or his/her designated representative. Such meeting shall take place prior to the City Manager or the designated representative issuing his/her decision. The City Manager or the designated representative shall render his/her decision within ten (10) calendar days from the close of the grievance hearing.

Section 4 Step 3. If the Union is not satisfied with the decision of the City Manager or the designated representative, the Union may submit in writing a request to the American Arbitration Association to appoint an arbitrator to resolve the grievance. If the Union fails to submit such written request for the appointment of an arbitrator within twenty (20) working days of the City Manager or the designated representative's decision, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

Section 5 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

Section 6 The expenses of the arbitrator shall be paid by the losing party. Each party shall make arrangements for and pay the expense of witnesses who are not City employees who are called by them.

Section 7 Time limits may be extended or by-passed by mutual agreement of the parties.

Section 8 All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred at the discretion of the arbitrator.

ARTICLE XV: SAFETY:

Section 1 The Department shall have the right to make regulations for the safety and health of its employees during their hours of employment. One representative of the Department and the Union, and one member selected by those two may meet at the request of either party to discuss such regulations.

Section 2 The Union and its members agree to exercise proper care and to be responsible for all Department property issued or entrusted to them during their working hours. Where safe storage space is provided by the Department employees shall be responsible for replacing articles issued to them if the same type of article has been lost twice in the same twelve (12) month period. In such case, the employee shall replace the second lost article.

Section 3 Improved Rain Gear: The City will purchase and provide industrial quality rain gear which shall be issued to each employee when required by weather conditions. The issued rain gear will be returned to the Department at the end of the shift. Employees on stand-by may take issued rain gear home

Section 4 The City shall furnish gloves, special clothing, safety vests, prescription safety glasses, and safety helmets as needed for health and safety of its employees.

Section 5 Stewards in all divisions of the Department represented by this Agreement shall be recognized as safety officers. These employees shall be involved in all accident investigations and shall submit recommendations to the Department Head.

Section 6 The President or his designee shall be a member of the City Safety Committee and shall bring forth all recommendations of the stewards under ARTICLE XV, Section 5 to the attention of the Committee along with what action was taken on these recommendations.

Section 7 Uniforms: The City shall provide eleven (11) sets of uniforms for all employees with reflective material which shall be worn when on duty. Employees will be permitted to wear shorts provided the style/design is appropriate. If, as a regular practice, field supervisors in the Public Works Department are allowed to wear tank tops, employees in this bargaining unit will also be allowed to wear tank tops until such time that a change is made in the supervisors dress code. A committee consisting of employees and supervisors shall be formed to recommend the uniform type and

items to the department head. The department head shall retain final decision authority.

Section 8 The City shall reimburse employees for 100% of the cost of required and approved footwear up to a maximum of $300 per year. The employee shall present to the Department Head or his/her designee the footwear he/she believes to be worn beyond use and if the Department Head or his/her designee determines that it should be replaced, will authorize replacement. Replacement shall only be authorized for footwear approved for use by the City; such footwear being in accordance with the recommendation of the City's insurance program. Approval for type and safety of footwear must be obtained prior to purchase. Replacement will be authorized through a purchase order agreement.

Section 9 The City shall provide a hepatitis vaccination to any employee involved with sewer, drain, water, and recycling functions.

ARTICLE XVI: NO STRIKE AGREEMENT:

Section 1 The City and the Union shall comply with Chapter 273-A:13 effective August 23, 1975, as written.

ARTICLE XVII: WORKERS' COMPENSATION:

Section 1 All employees of the Department who become injured while in the performance of their duties shall receive their regular salary while on accident leave, provided, however, that those who are covered by Workers' Compensation shall receive only the difference between Workers' Compensation and their regular rate of pay chargeable to sick leave after ninety (90) normal workdays.

ARTICLE XVIII: BENEFITS PROGRAM:

Section 1 The City shall offer a comprehensive cafeteria benefits program for regular full-time employees consisting of health, dental, and life insurance options. In addition, the City's benefits program will allow for Section 125 pre-tax flexible spending accounts, a 457 deferred compensation retirement savings program and may include other additional or supplemental insurance plans and benefit offerings.

Section 2 An employee may continue to choose their own health plan from the offerings provided as part of the City's cafeteria plan during the City's annual open enrollment period. The City will pay for each regular full-time employee represented in the bargaining unit eighty percent (80%) of the health insurance premium for single, two-person or family coverage of the plan chosen by the employee.. An employee will be required to supplement the City's health premium contribution with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).

Section 3 The City will pay the monthly dental insurance premium for each regular full-time employee up to an amount equal to the two person base coverage premium. An employee may continue to choose their own dental plan from the offerings provided as part of the City's cafeteria plan during the City's annual open enrollment period. An employee will be required to supplement the City allowance by paying for more expensive dental benefits with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).

Section 4 Each regular full-time employee will be required to secure, at a minimum, a basic package of health and dental insurance for themselves. Employees may avoid the minimum health & dental insurance coverage requirements and receive a cash payment in lieu of coverage provided they show satisfactory proof of coverage in a non-City or non-Dover School health and/or dental insurance plan. Regular full-time employees having alternative non-City or non-School health and/or dental insurance coverage and electing to forgo the City insurance plans may receive a cash payment in the amount equal to fifty percent (50%) of the City's greatest avoided cost.

To receive this payment, an employee must complete a benefits selection and cash option election form during the annual open enrollment period. The cash payments shall be made in weekly installments during the corresponding benefit plan year. Payments to new employees shall be prorated for the fiscal year based on when their coverage would have begun. Should employment with the City be terminated, an employee shall receive a prorated payment as part of any severance amount.

Section 5 Life Insurance: The City agrees to provide employees term life insurance in the amount equal to the next even $1,000 of his/her salary with double indemnity in a job-related accident.

Section 6 457 Matching Incentive Program and Retired Employee Health Insurance Coverage.

Paid health insurance coverage for employees retired with a minimum of 20 years service shall be grandfathered and will continue to be provided for those employees active on or before July 1, 1999 per the terms and conditions indicated below. All new employees hired after July 1, 1999 shall not be eligible for this benefit but will have the option of participating in an employer sponsored 457 program allowing for a 10% matching City contribution capped at $900/year per employee. Current employees eligible for the paid retiree health insurance coverage will be provided the option to forgo such future paid health coverage by electing to enroll in the employer sponsored 457 savings program

and also receiving the 50% matching City contribution capped at $900/year per employee.

6.1 For those employees retaining the paid health insurance coverage for retirees benefit, the City shall pay the monthly health insurance premium up to an amount equal to that paid for active members of the bargaining unit for a retiree with twenty years continuous employment with the City. This retiree health benefit shall be available to the retiree for the remainder of his/her natural life and shall be limited to the group health insurance benefit plan available to active members of the bargaining unit. In the event no group health insurance is available to the active members of the bargaining unit, the City's sole obligation is to tender to the retired employee an amount equal to the premium paid by the City for such retired employee when coverage was available.

6.1.1 Following retirement, an employee must file for a reduction in coverage due to a change in family/marital status. In no event shall a retired employee be permitted to opt for increased membership coverage.

6.1.2 The retired employee shall coordinate this coverage with Medicare and any other retiree health insurance that may be available to the retired employee.

Section 7 The City shall, as provided under the terms of the City's general liability and property insurance coverage, undertake to defend, pay, and shall indemnify and save harmless any employee from any claim, judgment, demand, or suit arising out of any act or omission to act of any employee for personal injury, including death, or damage to property, while the employee is engaged in the performance of his/her duties and employment on behalf of the City, provided that such employee is performing his/her duties in a manner consistent with acceptable standards of conduct and safety.

Section 8 The City and the Union agree to further study and consider the implementation of alternative insurance offerings including the introduction of a lump-sum cafeteria benefit program.

Section 9 Tools Lease to Purchase Program: Regular full-time Heavy Equipment Mechanics in a non-probationary status shall be allowed to participate in a lease to purchase program for tools of their trade. This program will allow a $3,000 rolling annual limit per employee classified as a Heavy Equipment Mechanic. Special requests to exceed the maximum will be considered on a case by case basis. Eligible employees may lease such tools from the City and acquire

ownership of the tools at the termination of the lease.

Eligible employees will be responsible for the total lease amount and will make subsequent lease payments through payroll deductions each regular pay period, beginning with the first pay period in July. The number of payments may not exceed one (1) fiscal year. Employees may arrange to make additional payments to reduce the amount of the payments or the number of payments to complete the lease.

Should employment terminate with the City of Dover prior to the completion of the lease period, the employee agrees to pay the balance of the lease payments either through deductions from the final paycheck or through an additional payment if the final paycheck is insufficient to pay the balance.

In order to participate in the program, the employee must complete a "Request to Participate" form. The Fleet Services Supervisor will review the information and notify the employee of approval. Upon approval, the employee must complete the lease purchase agreement and may then purchase the tools and submit detailed receipts for reimbursement. No reimbursement will be made for tools purchased prior to approval by the Fleet Services Supervisor.

ARTICLE XIX: LONGEVITY SCHEDULE:

Section 1 An annual longevity amount shall be paid to each regular full-time employee for completion of each year of continuous service with the City according to the following non-cumulative schedule:

five (5) years up to ten (10) years	$400
ten (10) years up to fifteen (15) years	$800
fifteen (15) years up to twenty (20) years	$1200
twenty (20) years and beyond	$1600

Section 2 Longevity payments for all members shall be calculated and paid annually on the first full pay period in December of each year. A pro-rated longevity payment shall be made only upon service or disability retirement.

ARTICLE XX: DISCIPLINARY PROCEDURES:

Section 1 All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.

Section 2 All suspensions and discharges must be stated in writing and the reasons stated and a copy given to the employee(s) and the Union at the time of suspension or discharge.

Section 3 Disciplinary actions will normally be taken in the following order:

a) A documented verbal warning
b) Written warning
c) Suspension without pay
d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

Section 4 No employee shall be penalized, disciplined, suspended or discharged without just cause.

Section 5 The personnel record of an employee will be cleared of written reprimands after a period of one (1) year from the date of the reprimand provided there are no similar infractions committed during the intervening period.

Section 6 The personnel record of an employee will be cleared of suspension notices after a period of three (3) years from the date of suspension provided there are no similar infractions committed during the intervening period.

Section 7 An employee may have his/her Union representative at any meeting with Management regarding Disciplinary Procedures at his/her request.

ARTICLE XXI: EDUCATIONAL INCENTIVE REIMBURSEMENT:

Section 1 The following educational incentive reimbursement policy will apply to members of the bargaining units covered by this policy.

Section 2 The City agrees to provide reimbursement to employees who complete approved courses and receive a passing grade relating to their current responsibilities or as part of an approved career development program based upon the following standards: payment of two-thirds (2/3) of the cost of such courses not to exceed $650 per employee per calendar year and not to exceed the total amount budgeted for this program.

Section 3 Courses must be approved in advance by the Department Head or his/her designee as meeting the requirements that the course is related to the employee's job or is part of a career development program. Approval of the City Manager or his/her designee must be obtained for payment of the course. A procedure will be established to effectuate these payments.

Section 4 Once a course has been approved as meeting the requirements, an advance will be made the employee of one-half (1/2) of the authorized two-thirds (2/3) of the cost of the course tuition and books, not to exceed $325. The remainder of the course reimbursement, not to exceed $325, will be paid to the employee upon presentation of a certificate of satisfactory completion of the course.

Section 5 Not more than $650 will be paid to any employee in any calendar year for course reimbursement.

Section 6 Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available.

Section 7 If a course is paid for in whole or part through a Federal or State program, then the City will not reimburse for such amount, it being the intent of this section to eliminate double payment for a course.

ARTICLE XXII: MANAGEMENT'S RIGHTS:

Section 1 The direction of Department operations and the determination of the methods and the means by which such operations are to be conducted shall be the functions of Management. All rights and responsibilities not specifically modified by this Agreement shall remain the function of Management in accordance with the provision of RSA 273:A:1:XI.

Section 2 It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of Management's exercising the above mentioned rights, whenever such grievances exist.

ARTICLE XXIII: GENERAL PROVISIONS:

Section 1 Employees and immediate dependent family members (those family members age 18 and under still residing at home) shall receive upon request a pass to use City-owned and operated recreational facilities at no cost during scheduled open recreation times. This provision shall not include free registration or admittance to recreational events or programs.

ARTICLE XXIV: TERMINATION:

Section 1 This Agreement shall be in full force and effect as of July 1, 2008, through June 30, 2011 and thereafter from year to year, provided, however, that either party may terminate same upon giving at least one hundred twenty (120) days written notice prior to the City's budget submission date of its intention to do so.

Section 2. Either party may propose amendments to this Agreement, provided, however, that they notify the other party in writing with a list of proposed amendments. Such notice shall not be less than one hundred twenty (120) days from the annual date of this Agreement.

Section 3 Should any ARTICLE, Section, or portion thereof of this Agreement be in violation of a state law or municipal ordinance, or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific ARTICLE,

Section or portion thereof directly specified in the decision upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated ARTICLE, Section or portion thereof.

Section 4 Notwithstanding the provisions set forth above, either party may notify the other party of its desire to renegotiate the terms of Article VI, Section 1 not earlier than January 10, 2010 nor later than February 10, 2010. Upon notice, the Parties shall agree upon a mutually acceptable date to commence negotiations.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized officers and representatives or either on the 6TH day of November, 2009.

FOR THE CITY OF DOVER

Signature Date: 11/16/2009

FOR A.F.S.C.M.E.

Appendix A

AFSCME Grade	Position
12	Laborer I
	Small Engine Mechanic
13	Auto Mechanic
14	Truck Driver
	Grounds Keeper I
	Maintenance Mechanic I
15	Maintenance Mechanic II
	Arena Maintenance Specialist
	Maintenance Specialist I
	Stock Room Clerk
16	Heavy Equipment Operator I
	Pump Station Operator I
	Sewer Jet Operator
	Grounds Keeper II
	WWTP Equipment Operator - Compost
17	Heavy Equipment Mechanic II
18	Plant Operator I
	Pump Station Operator II
	Maintenance Technician
	Solid Waste Assistant
22	Plant Operator II
	Electrical Technician

Step 1 shall be the initial hire rate for new employees

Appendix B

FY2009 Pay Plan - TABLE A
(Employees Hired On or Before 07/05/07)

	Hourly Step Rates											
Grade/Step	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
1	7.42	7.76	8.10	8.47	8.85	9.25	9.67	10.10	10.20	10.30	10.40	10.51
2	7.79	8.14	8.51	8.89	9.30	9.70	10.15	10.61	10.71	10.82	10.93	11.04
3	8.18	8.55	8.93	9.34	9.75	10.20	10.66	11.14	11.25	11.36	11.48	11.59
4	8.59	8.98	9.39	9.81	10.25	10.71	11.19	11.68	11.80	11.92	12.04	12.16
5	9.02	9.42	9.86	10.29	10.76	11.24	11.75	12.27	12.39	12.52	12.64	12.77
6	9.48	9.89	10.34	10.81	11.29	11.80	12.33	12.89	13.02	13.15	13.28	13.42
7	9.94	10.39	10.86	11.34	11.86	12.40	12.96	13.53	13.66	13.80	13.94	14.08
8	10.44	10.91	11.41	11.91	12.45	13.01	13.60	14.21	14.35	14.50	14.64	14.79
9	10.96	11.46	11.98	12.51	13.07	13.67	14.28	14.92	15.07	15.22	15.38	15.53
10	11.51	12.03	12.57	13.13	13.73	14.34	14.99	15.66	15.82	15.98	16.13	16.30
11	12.09	12.64	13.20	13.79	14.42	15.06	15.74	16.45	16.61	16.78	16.95	17.12
12	12.69	13.26	13.86	14.48	15.14	15.81	16.52	17.27	17.45	17.62	17.80	17.97
13	13.32	13.92	14.56	15.20	15.89	16.61	17.35	18.14	18.32	18.50	18.69	18.87
14	14.00	14.62	15.28	15.97	16.69	17.44	18.23	19.04	19.23	19.42	19.62	19.81
15	14.70	15.36	16.04	16.77	17.51	18.31	19.13	19.99	20.19	20.39	20.60	20.80
16	15.43	16.12	16.84	17.60	18.39	19.23	20.09	20.99	21.20	21.42	21.63	21.85
17	16.19	16.93	17.69	18.48	19.32	20.18	21.10	22.05	22.27	22.49	22.72	22.94
18	17.01	17.77	18.57	19.41	20.28	21.20	22.15	23.14	23.37	23.61	23.84	24.08
19	17.86	18.66	19.50	20.39	21.30	22.25	23.26	24.30	24.54	24.79	25.03	25.28
20	18.75	19.60	20.47	21.40	22.37	23.37	24.42	25.52	25.77	26.03	26.29	26.55
21	19.69	20.58	21.50	22.47	23.48	24.54	25.64	26.80	27.07	27.34	27.61	27.89
22	20.68	21.60	22.57	23.59	24.65	25.76	26.93	28.13	28.41	28.70	28.99	29.28
23	21.71	22.68	23.70	24.77	25.88	27.05	28.27	29.54	29.84	30.14	30.44	30.74
24	22.80	23.81	24.89	26.01	27.18	28.40	29.68	31.02	31.33	31.64	31.96	32.28
25	23.93	25.01	26.14	27.31	28.54	29.82	31.17	32.57	32.89	33.22	33.55	33.89
26	25.12	26.27	27.45	28.68	29.96	31.32	32.72	34.19	34.53	34.88	35.23	35.58
27	26.38	27.57	28.82	30.11	31.46	32.88	34.36	35.91	36.26	36.63	36.99	37.36
28	27.70	28.95	30.25	31.61	33.04	34.52	36.08	37.70	38.07	38.45	38.84	39.23
29	29.09	30.39	31.77	33.20	34.69	36.25	37.89	39.59	39.98	40.38	40.79	41.20
30	30.55	31.92	33.35	34.85	36.43	38.07	39.78	41.57	41.99	42.41	42.83	43.26
31	32.07	33.52	35.02	36.60	38.25	39.97	41.77	43.65	44.08	44.52	44.97	45.42
32	33.68	35.19	36.78	38.43	40.16	41.97	43.86	45.83	46.29	46.75	47.22	47.69
33	35.36	36.95	38.62	40.35	42.17	44.07	46.05	48.12	48.60	49.09	49.58	50.08
34	37.13	38.80	40.55	42.37	44.28	46.27	48.35	50.53	51.03	51.54	52.06	52.58
35	38.99	40.74	42.57	44.49	46.49	48.58	50.77	53.05	53.58	54.12	54.66	55.21
36	40.93	42.78	44.70	46.71	48.82	51.01	53.31	55.71	56.26	56.83	57.39	57.97
37	42.98	44.92	46.94	49.05	51.26	53.56	55.97	58.49	59.08	59.67	60.26	60.87
38	45.13	47.16	49.28	51.50	53.82	56.24	58.77	61.42	62.03	62.65	63.28	63.91
39	47.39	49.52	51.75	54.08	56.51	59.05	61.71	64.49	65.13	65.78	66.44	67.11

Appendix C

FY2009 Pay Plan - TABLE B
(Employees Hired After 07/05/07)

	Hourly Step Rates											
Grade/Step	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
1	7.42	7.62	7.83	8.04	8.48	8.71	8.95	9.19	9.44	9.96	10.23	10.51
2	7.79	8.00	8.22	8.44	8.90	9.15	9.40	9.65	9.91	10.46	10.74	11.04
3	8.18	8.40	8.63	8.86	9.35	9.61	9.87	10.14	10.41	10.99	11.28	11.59
4	8.59	8.82	9.06	9.30	9.82	10.08	10.36	10.64	10.92	11.53	11.84	12.16
5	9.02	9.26	9.51	9.77	10.31	10.59	10.87	11.17	11.47	12.10	12.43	12.77
6	9.48	9.73	10.00	10.27	10.83	11.12	11.43	11.73	12.05	12.72	13.06	13.42
7	9.94	10.21	10.49	10.77	11.37	11.67	11.99	12.31	12.65	13.34	13.70	14.08
8	10.44	10.72	11.01	11.31	11.94	12.26	12.59	12.94	13.29	14.02	14.40	14.79
9	10.96	11.26	11.56	11.88	12.53	12.87	13.22	13.58	13.95	14.72	15.12	15.53
10	11.51	11.82	12.14	12.47	13.15	13.51	13.88	14.25	14.64	15.45	15.86	16.30
11	12.09	12.42	12.76	13.10	13.82	14.19	14.58	14.97	15.38	16.22	16.66	17.12
12	12.69	13.03	13.39	13.75	14.51	14.90	15.31	15.72	16.15	17.04	17.50	17.97
13	13.32	13.69	14.06	14.44	15.23	15.65	16.07	16.51	16.96	17.89	18.37	18.87
14	14.00	14.38	14.76	15.16	16.00	16.43	16.88	17.33	17.80	18.78	19.29	19.81
15	14.70	15.09	15.50	15.92	16.80	17.25	17.72	18.20	18.69	19.72	20.25	20.80
16	15.43	15.85	16.28	16.72	17.64	18.12	18.61	19.11	19.63	20.71	21.27	21.85
17	16.19	16.63	17.09	17.55	18.52	19.02	19.54	20.07	20.61	21.75	22.34	22.94
18	17.01	17.47	17.94	18.43	19.44	19.97	20.51	21.06	21.64	22.82	23.44	24.08
19	17.86	18.34	18.84	19.35	20.41	20.97	21.53	22.12	22.72	23.96	24.61	25.28
20	18.75	19.26	19.78	20.31	21.43	22.01	22.61	23.22	23.86	25.17	25.85	26.55
21	19.69	20.22	20.77	21.33	22.51	23.12	23.75	24.39	25.05	26.43	27.15	27.89
22	20.68	21.24	21.81	22.40	23.63	24.28	24.93	25.61	26.30	27.75	28.50	29.28
23	21.71	22.30	22.90	23.52	24.81	25.49	26.18	26.89	27.62	29.14	29.93	30.74
24	22.80	23.42	24.05	24.70	26.06	26.76	27.49	28.23	29.00	30.59	31.42	32.28
25	23.93	24.58	25.24	25.93	27.35	28.10	28.86	29.64	30.45	32.12	32.99	33.89
26	25.12	25.80	26.50	27.22	28.72	29.50	30.30	31.12	31.97	33.72	34.64	35.58
27	26.38	27.10	27.83	28.59	30.16	30.98	31.82	32.68	33.57	35.41	36.38	37.36
28	27.70	28.45	29.22	30.02	31.67	32.52	33.41	34.31	35.24	37.18	38.19	39.23
29	29.09	29.87	30.69	31.52	33.25	34.15	35.08	36.03	37.01	39.05	40.11	41.20
30	30.55	31.37	32.23	33.10	34.92	35.87	36.84	37.84	38.86	41.00	42.11	43.26
31	32.07	32.94	33.84	34.75	36.66	37.66	38.68	39.73	40.81	43.05	44.22	45.42
32	33.68	34.59	35.53	36.49	38.50	39.54	40.61	41.72	42.85	45.20	46.43	47.69
33	35.36	36.32	37.30	38.32	40.42	41.52	42.65	43.80	44.99	47.46	48.75	50.08
34	37.13	38.14	39.17	40.23	42.44	43.60	44.78	45.99	47.24	49.84	51.19	52.58
35	38.99	40.04	41.13	42.24	44.57	45.77	47.02	48.29	49.60	52.33	53.75	55.21
36	40.93	42.04	43.18	44.36	46.79	48.06	49.37	50.71	52.08	54.94	56.43	57.97
37	42.98	44.15	45.34	46.57	49.13	50.47	51.84	53.24	54.69	57.69	59.26	60.87
38	45.13	46.35	47.61	48.90	51.59	52.99	54.43	55.90	57.42	60.58	62.22	63.91
39	47.39	48.67	49.99	51.35	54.17	55.64	57.15	58.70	60.29	63.60	65.33	67.11

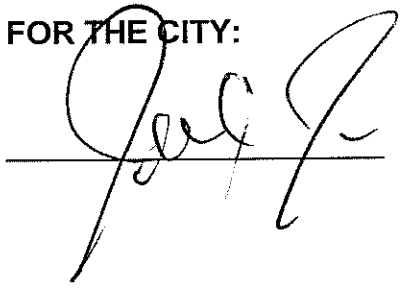
MEMORANDUM OF AGREEMENT

THE CITY OF DOVER, NH – and – AFSCME, LOCAL 572

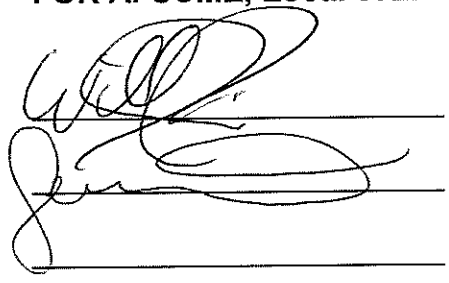
The City of Dover, NH and the American Federation of State, County, and Municipal Employees having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2008 through June 30, 2011 are further agreed that:

During the term of this Agreement (July 1, 2008 through June 30, 2011) should any City bargaining unit in recognition of the increased employee health insurance premium cost share negotiate a wage schedule adjustment beyond the COLA wage adjustment provided in ARTICLE VI: WAGE SCHEDULE & RATE ADJUSTMENTS, SECTION 1 or a lesser employee health insurance premium cost share provided in ARTICLE XVIII BENEFITS PROGRAM SECTION 2 or a longer duration provided in ARTICLE XXIV TERMINATION, negotiations on such issue shall be reopened with the intent being that a similar adjustment(s) shall be granted to the membership of the American Federation of State, County, and Municipal Employees.

FOR THE CITY:



FOR AFSCME, Local 572:



Signature Date: 11/6/08