AN AGREEMENT BETWEEN THE

PROFESSIONAL FIREFIGHTERS OF KEENE , NEW HAMPSHIRE

AND

THE CITY OF KEENE, NEW HAMPSHIRE

Effective July 1, 2007

Firefighters/EMT's Bargaining Unit

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PREAMBLE AND PURPOSE

For purposes of this Agreement, the City of Keene, New Hampshire, is hereinafter referred to as the "City," and the Professional Firefighters of Keene, New Hampshire is hereinafter referred to as the "Union."

The City, the Union, and all bargaining unit employees agree to be bound by this Agreement until its expiration.

The intent and purpose of this Agreement is to establish the wages, hours and conditions of employment of all employees in the unit; to maintain harmonious labor relations between the parties; and to establish a method of resolving disputes arising between the parties.

ARTICLE I
Unit Description

1.1 The unit to which this Agreement is applicable shall consist of all permanent full-time Keene Fire Department employees who have finished their employment probationary period in the following job classifications: Firefighter/EMT, Firefighter/EMT-I and Firefighter/EMT-P. All other job classifications and employees of the Keene Fire Department shall be excluded.

ARTICLE II
Management Rights

2.1 The City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing for which hereafter exist, including, but not limited to the following: the right to determine the standards of service to be offered by the Fire Department and its employees; the right to determine the standards of selection for employment; the right to direct employees, including but not limited to the establishment of work and shift schedules and assignments and rotation; take disciplinary action for just cause; relieve its employees from duty because of lack of work or funds or for other legitimate reasons; issue and enforce reasonable rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Fire Department's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities and prerogatives not specifically modified by this Agreement.

ARTICLE III
Employee Rights

3.1 The parties agree that members of the bargaining unit shall have such rights as are set forth in NHRSA Chapter 273-A as same now exist or as said Chapter may be amended in any way in the future.

ARTICLE IV
Stability of Agreement

4.1 This Agreement represents the entire agreement between the parties and no amendment, alteration or variation of the terms or provisions of the Agreement shall bind the parties thereto unless made and executed in writing by such parties. If any provision of this Agreement or any application of the Agreement to any member or group of members, covered by this Agreement is found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; provided, however, that all other provisions of the Agreement and application thereof shall continue in full force and effect.

4.2 Any portion of this Agreement found to be in conflict with any law, ordinance, statute or governmental regulation now in effect or enacted at a later date will be null and void. However, all other portions of this Agreement will remain in effect.

4.3 The Union agrees to provide a copy of this Agreement to each employee in the bargaining unit.

4.4 The Union agrees that any Union fundraising activities or events which are undertaken or promoted by the Union shall be clearly designated and advertised as a Union activity or event so as not to be confused by the public as a City Fire Department activity or event.

4.5 Waiver of either party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or condition of this Agreement, or of the same non-performance or violation in the future.

ARTICLE V
Uninterrupted Service

5.1 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, picketing, sick-in or slowdown or any job action or activity which interferes with the normal operation of the City or the withholding of services to the City of Keene.

5.2 The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to herein.

5.3 In the event of a work stoppage, picketing, or other curtailment by the Union, its officers and agents, shall immediately declare such work stoppage, picketing, or other curtailment to be unauthorized in writing to the employees, and advise said employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the City. The Union shall do everything in its power to obtain the return to work from said employees.

5.4 In the event of any activity referred to above, any employee(s) participating in same shall be subject to disciplinary action, including immediate dismissal. However, any such disciplinary action shall be subject to just cause and the grievance procedure.

5.5 The City agrees that it will not, during the course of this Agreement, engage in "lock out".

ARTICLE VI
Deduction of Dues

6.1 The City agrees to deduct the membership dues in such weekly amounts as determined by the Union levied in accordance with the Constitution and Bylaws of the Union, for any member who has voluntarily executed and submitted a written and signed authorization to the City Finance Director.

6.2 The City shall make the deduction required herein and shall remit monthly the aggregate amount deducted to Treasurer, KFS, Box 1426, Keene, NH 03431, together with a list of all such Union members who have paid such dues in accordance with Section 6.1 above.

6.3 Should there be a dispute between an employee and the Union over a matter of dues deductions, the Union agrees to defend and hold the City harmless in any such disputes.

6.4 If any employee has no check coming to him/her or if his/her check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues.

ARTICLE VII
Disciplinary Action

7.1 Disciplinary action may consist of verbal warnings, written warnings, demotions, suspensions without pay, docking of pay when your work performance or conduct justified such action or dismissal. Notice of action against a regular employee must be in writing and filed with the employee. You have the right of appeal through the Grievance Procedure.

7.2 Demotions, suspensions, dismissals and other actions may be used by a supervisor with the approval of the City Manager for incapacity, dishonesty, discourtesy to the public or another employee, inefficiency, insubordination, misconduct, immoral conduct, intoxication, unauthorized sleeping on the job, poor job performance, offenses against the law, failure to perform assigned duties, disobedience of your supervisor, use of alcohol or illegal drugs, failure to observe City of departmental rules and regulations, unauthorized absence from duty, absenteeism or tardiness, use of abusive language, lack of safety in the performance of duties, poor attitude with use of City equipment, unauthorized use of City equipment, thievery, or other just causes. When disciplinary action is taken, the employee will always be given the reason.

ARTICLE VIII
No Discrimination

8.1 The City agrees that there shall be no discrimination against any employee covered by this Agreement for membership in the Union, or because of presenting a grievance, or for giving testimony, or for taking part in proceedings of the Union.

8.2 The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, marital status, sexual orientation or communicable disease contracted which in the City's employ.

ARTICLE IX
Hours of Work

9.1 The regular hours of work shall not exceed an average of Three Hundred thirty Six (336) hours during Two Consecutive twenty-eight (28) day pay periods. The change from 168 hours during a single 28 day period will not affect existing overtime compensation policies.

9.2 If it is necessary to change the hours of work, the employer will notify the Union a minimum of two (2) weeks prior to the time of the proposed change. If, in the opinion of the Chief, there is a bona fide emergency, there shall be no necessity for the two (2) weeks notice referred to in the preceding sentence.

ARTICLE X
Overtime

10.1 Employees in the bargaining unit who are required to work in excess of their established work schedule shall be compensated at the rate of one and one-half times their regular hourly rate. Employees may choose to accept compensatory time for overtime work provided that such compensatory time shall be taken as one and one-half times the actual time worked. Compensatory time must be taken within thirty (30) calendar days of its being earned or it will be paid to the employee as overtime pay.

10.2 An employee covered by this agreement who is called back to work during off duty time shall be guaranteed a minimum of one (1) hour work at the overtime rate. Once an employee has worked one (1) hour, the employee shall thereafter be guaranteed payment of overtime in fifteen (15) minute intervals. An employee who is called back shall be released from duty by the Officer In Charge once it is determined that adequate coverage is available and all necessary work is completed.

10.3 Over shift time, the time spent on duty, after the end of a regularly scheduled shift, shall be paid at the overtime rate for the first fifteen (15) minute increment. After the first fifteen (15) minute increment, up to one (1) hour, one (1) hour overtime rate shall be paid. After the first hour, overtime shall be paid in increments of fifteen (15) minutes.

10.4 Hours paid but not worked, such as vacations, holidays, etc. shall be counted in determining hours worked for the purpose of computing overtime pay.

ARTICLE XI
Holidays

11.1 The following days shall be considered holidays for pay purposes.

New Year's Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day After Thanksgiving
Fast Day	Columbus Day	Christmas Day
Memorial Day	Veterans Day	

11.2 Annually each employee shall be paid one day's (8.4 hours) pay for each of the holidays listed above occurring while employed, in addition to his/her regular pay. Said payment shall be made as a part of the first November paycheck or a prorated payment shall be made upon termination of employment. In the event an employee is, for any reason, terminated from employment after the first November pay day and before December 1st, the City shall have a right to withhold from such employee's final pay an amount equal to the number of holidays paid in November, but which occurred after his/her date of termination.

11.3 Notwithstanding the provisions of Section 11.2 above, each employee who works on Labor Day, Thanksgiving Day or Christmas Day shall be paid at one and one-half (1 ½) times the regular rate for all hours worked on such holiday.

ARTICLE XII
Vacation

12.1 On his/her first anniversary date, an employee shall be entitled to five (5) days paid vacation leave. Beginning with the first anniversary date, such an employee shall accrue paid vacation days at a rate of five-sixth (5/6) regular working days or working shifts per month of continued employment. On the seventh anniversary, the accrual rate for the basic work week shall increase to one and one-quarter (1 1/4) days per month. On the fifteenth (15th) anniversary, the rate shall increase to one and two-thirds (1 2/3) days per month.

12.2 Vacation choices shall be made by seniority no later than February 28th in each year from a vacation list composed by the Department, which shall be posted during the first week of the year. Said choices shall be subject to the Chief's approval, which shall not be unreasonably withheld. All employees eligible for a vacation of two (2) weeks or more shall have the option of receiving the two (2) weeks or more consecutively. Any vacation choices shall not, in the Chief's opinion, interrupt the normal operation of the Department.

12.3 If the employment of a person entitled to an annual vacation is terminated by dismissal, resignation or retirement, he/she shall be paid for any unused portion of his/her vacation time to which he/she is entitled on a prorated basis. On the death of any employee entitled to vacation allowance, the allowance shall be paid to the estate of the person or persons to whom unpaid salary is payable.

12.4 Vacation days not taken in the calendar year which they are earned, shall accumulate from year to year, but not beyond thirty (30) vacation days. Employees with 20 or more years of continuous service, shall accumulate one (1) additional day from year to year, but not beyond thirty-five (35) vacation days. Vacation days earned in excess of thirty (30) day, or thirty-five (35) days for those that have twenty or more years of continuous service, but not taken shall be lost. The Chief and/or the City Manager may in their sole and absolute discretion allow vacation accumulated beyond thirty (30) days, provided, however, that the granting or denial of any such additional accumulation will not be subjected to the grievance or arbitration procedure set forth in article XXV

12.5 Two Firefighters on the same shift shall be allowed to take their annual leave at the same time.

ARTICLE XIII
Sick and Personal Leave

13.1 **SICK LEAVE:** The City shall allow one (1) day per month for sick leave which shall start being earned after the first month of employment, provided, however, that a new employee may not use any sick leave with pay until said employee has finished his/her probationary period. It is agreed by the parties that the maximum amount of sick leave which may be accumulated is one hundred eighty (180) days, effective July 1, 1999, based on the following schedule:

Years of Service	Accumulation up to
20	120 days
21	132 days
22	144 days
23	156 days
24	168 days
25	180 days

13.2 **PERSONAL LEAVE:** Unit employees shall receive one Personal Leave Day for each ninety (3) days (non-overlapping) period during which they use no sick leave. Any such earned Personal Leave Days must be taken prior to the expiration of the three (3) calendar months subsequent to the three (3) month period in which the Personal Leave Day was earned or it will be lost. Such earned Personal Leave Days may be taken when approved in advance by the Department. The use of such earned Personal Leave Days will not count toward vacation accumulation.

13.3 SICK LEAVE TO VACATION LEAVE: When an employee has an accumulation of thirty-six (36) days of sick leave at his/her employment anniversary date, he/she may annually transfer to vacation up to five (5) days of those sick leave days that are in excess of thirty-six (36) sick leave days, after first deducting any sick leave days taken in the previous twelve (12) months.

13.4 Any unit employee who retires shall be paid fifty percent (50%) of his/her accumulated sick leave at his/her regular rate of pay then in effect. For the purpose of this section, "retirement" shall mean leaving the service of the City and eligible to draw a retirement allowance under the New Hampshire Retirement System or leaving the service of the City after having completed twenty (20) years of continuous service.

ARTICLE XIV
Bereavement Leave

14.1 After the probationary period, regular full-time employees are authorized up to three (3) days funeral leave for a death in the immediate family. Immediate family is defined as spouse, child, parent, brother, sister, father-in-law, mother-in-law, or relative living in employee's household. Up to one (1) day funeral leave with pay may be granted in the event of the death of the employee's grandparent. Funeral leave for persons outside the immediate family may be approved by the Department Head and such leave will be charged to accumulated vacation or personal leave.

ARTICLE XV
Leave of Absence Without Pay

15.1 The Department Head, with the approval of the City Manager, may grant a leave of absence without pay for a period of not exceeding one (1) month, or longer with Council approval.

ARTICLE XVI
Insurance

16.1 LIFE INSURANCE: All full-time employees shall be covered by a group term life insurance benefit equal to one times the employee's annual base salary, with an accidental death and dismemberment rider (double indemnity in the case of accidental death), the cost of which shall be paid for by the City. It is agreed by the parties that the City shall have the sole right to determine which company provides such life insurance.

16.2 The City shall provide a medical insurance plan or plans with benefits and a local provider network at least comparable to the plan or plans made available as of July 1, 2004 to members of this bargaining unit. The current plan is provided through CIGNA as referenced in the attached Summary of Benefits at Attachments D, E & F. The City shall retain the right to obtain this coverage from any carrier, network provider and/or third party administrator. Effective December 1, 2004, the City shall pay eighty five percent (85.0%) of the cost of Option II. Those bargaining unit members selecting Options I and Option III will be responsible for the difference, if any, between the cost of Options I and Option III respectively and eighty five percent (85.0%) of Option II. In the event that eighty five percent (85.0%) of the cost of Option II exceeds one hundred percent (100.0%) of the cost of Option III, no monies will be owed the bargaining unit member. Option I (as offered effective December 1, 2003) will not be available to members of this bargaining unit after November 30, 2005. Effective July 1, 2009, the eighty-five (85%) percentage referenced herein shall be reduced to eighty-four percent (84%). Effective July 1, 2010, the eighty-five (85%) percentage referenced herein shall be reduced to eighty-three percent (83%).

16.3 **DENTAL INSURANCE:** The City shall, for members of the bargaining unit, pay one hundred (100%) percent of the premium for either the family, two person or single person dental plan coverage. The parties agree that the City shall have the exclusive right to determine the carrier used to provide such benefit, including the right to self insure provided the level of benefit remains comparable to the coverage in effect during the predecessor agreement.

16.4 **DISABILITY INSURANCE:** The City shall, for members of the bargaining unit, pay one hundred percent (100%) of the premium for a long term disability plan equivalent to that set forth in Attachment A. It is agreed by the parties that the City shall have the sole right to determine which company provides such disability insurance.

ARTICLE XVII
Private-Duty Details

17.1 Employees shall be paid at the rate of time and one-half per hour with a minimum of three (3) hours pay guaranteed, for private-duty details that are worked.

17.2 Pre-scheduled private-duty details shall be assigned by seniority on a rotating basis. Any unfilled and/or unscheduled reimbursable details shall be filled by the dispatcher by first calling such permanent officer as he/she sees fit; provided further, however, that if the supervisor feels that there is an emergency situation, reimbursable details shall be filled in any manner that the supervisor determines.

17.3 In the event of a swap, a supervisory officer in charge of the Station must be notified by the officer originally assigned to the detail.

17.4 Except in the case of a bona fide and unavoidable emergency which could not have been foreseen, any individual who is assigned to or accepts a reimbursable detail must fill that detail as scheduled or notify the supervisory officer in charge of the Station as to his/her reasons for not filling that detail at least six (6) hours prior to the start of the detail. In the event of an emergency as set forth in the preceding sentence, an individual who has been assigned to or has accepted a reimbursable detail must notify the superior officer in charge of the Station as to his/her reasons for not filling that detail as soon as possible. Failure to notify the superior referred to above in the manner prescribed by the preceding two sentences or failure to fill the detail shall automatically disqualify that individual from the reimbursable detail roster for a period of two (2) weeks.

17.5 All reimbursable details shall be compensated at a minimum of three (3) hours of pay if the detail is canceled after the officer has assumed his/her duties in relation to the detail.

ARTICLE XVIII
Tuition Assistance Plan

18.1 The City of Keene encourages its employees to continue their education toward a high school diploma or college degree. Accordingly, the City may assist all regular full-time employees for further adult education on the following plan if approved in advance by the City Manager.

18.2 The course taken or portfolio credit must relate to one of the following: attainment of a recognized degree, improvement of skills for your current position, updating of your technical knowledge, or preparation of employees for changes in duty requirements. Courses cannot be taken for recreational or miscellaneous reasons. All courses are subject to the approval of the City Manager.

18.3 The college or school attended must be fully accredited.

18.4 Tuition assistance may be applied for after your probationary period ends

18.5 The City will loan a portion of up to one-half of the current tuition rate for courses and/or portfolio credits at any accredited institution if approved in advance by the City Manager. The City will also loan up to one-half of the tuition rate at Keene High School or its equivalent on a similar basis.

18.6 The City will loan up to one-half of book costs.

18.7 For each course and/or portfolio credit supported in part by City loan, the employee must agree to remain with the City for six months after completion of each course on a non-overlapping basis. If the employee leaves City employment

or is dismissed, he/she must repay the loan to the City to the extent the loan has not been repaid by the employment time requirements mentioned above.

18.8 Employees may be granted time off with pay for educational purposes which relate to their employment if arrangements are approved by the City Manager in advance.

18.9 If the City requires your attendance at a training program away from the job, the City will pay the cost of the program. Such a training program must be covered by budgeted funds and approved by the City Manager.

18.10 All features of the Tuition Assistance Plan must be stipulated in an agreement signed in advance by the employee, Department Head, and the City Manager.

18.11 For budgeting purposes, employees must inform in writing their Department Head by no later than March 1 of each year of any planned request for assistance under this plan along with an estimate of costs so that the Department can reasonably plan for it in the ensuing budget year. Employees who do not comply with this requirement may be denied assistance under the plan.

ARTICLE XIX
Acting Officer

19.1 Any unit employee who is designated by the Chief or his/her designee to "act" in the capacity of a higher rank for a continuous period of more than five (5) regular working days, shall for all hours worked in such "acting" status that exceed the five (5) regular working day qualification period, be paid at a rate of pay for such higher rank or at a minimum of at least one step in the salary scale above the acting officer's present salary.

19.2 Any unit employee who is required to "act" in the capacity of a higher rank on a regular but continuous basis for a period of more than five (5) regular working days, will, for all hours worked in such "acting" status that exceed the five (5) regular working day qualification period, be eligible to be paid at the base rate of pay for said higher rank or at a minimum of at least one step in the salary scale above the acting officer's present salary. Final determination as to eligibility for acting pay on this "regular but discontinuous basis" referred to in this section shall rest with the Chief.

ARTICLE XX
Promotions

20.1 The promotional process for members of the bargaining unit shall be in accordance with the Letter of Agreement appended hereto as Attachment "B".

20.2 All personnel promoted to any rank or position shall be required to successfully complete a probationary period of one (1) year.

ARTICLE XXI
Seniority

21.1 Seniority means the length of continuous service of any full time member. A member of the unit shall acquire seniority from the date of approval to the Keene Fire Department as a full time member of the force, provided said employee has completed his/her probationary period

21.2 Those employees hired on the same date shall alternate senior status on a year-to-year basis.

ARTICLE XXII
Bulletin Board Space

22.1 The City shall provide space for a bulletin board for the use of the Union at the Keene Fire Station in a convenient location, accessible to all employees.

ARTICLE XXIII
Lodging

23.1 The City agrees to provide beds, bedding, linens, blankets and pillows to accommodate each bargaining unit member on duty in accordance with current practice. This article shall apply only so long as the City requires personnel to live in.

ARTICLE XXIV
Uniforms

24.1 It is agreed that the City will continue its current practice with respect to the provision of uniforms with the following changes:

The City agrees to provide all protective clothing as required by the Fire Chief without use of the clothing allowance. Protective clothing shall include helmets, turnout coats and pants, gloves, hoods, structural boots, forestry jackets, hard-hats, and eye protection. Final determination of what constitutes protective clothing shall rest with the Fire Chief.

All required alterations and repairs to protective clothing shall be provided by the City without deduction from the clothing allowance. Periodically, protective clothing may be damaged beyond repair. Should this occur, replacement shall be

made with no deduction from the clothing allowance. Final determination in regards to repair versus replacement shall rest with the Fire Chief.

It shall be the responsibility of the employee to keep all protective equipment in a clean and operational manner.

24.2 Effective July 1, 2007, the annual clothing allowance shall be Six Hundred Dollars ($600.00).

24.3 Notwithstanding the above, the City and Union agree to establish and participate in a joint labor/management committee in order to evaluate the need to change the current uniform provisions in this Agreement and make proposals to the City Manager to institute said changes. Items to be considered shall include (but are not limited to):

a. Decrease cost to the City and improved safety to unit members;
b. Professional appearance;
c. EMS; and
d. NFPA 1975 compliance.

It is contemplated that the committee shall be comprised of members of both Fire Department bargaining units; the Chief, and other members the Fire Chief feels is appropriate. It is contemplated that a report and recommendation shall be completed by July 1, 2005 and the parties agree to amend this contract to the extent necessary to institute the agreed upon changes, notwithstanding the expiration of the Agreement.

ARTICLE XXV
Grievance Procedure

25.1 For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by an employee in the Bargaining Unit and which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement.

25.2 Step 1. An employee or the Union having a grievance must first take up the grievance with his/her immediate non-bargaining unit supervisor within ten (10) days of the date he/she knew or should have known of the cause of his/her grievance. The immediate supervisor shall give his/her answer within two (2) calendar days.

25.3 Step 2. Failing adjustment by these parties, the grievant or the Union may, within three (3) calendar days from the date of the supervisor's decision, or within five (5) calendar days after presentation to the supervisor if there has been no decision,

submit the grievance to the Chief. The grievance must be in writing and signed and must list the article and section violated, the date of the alleged violation, the specific grievance and the relief sought. The Chief will render his/her decision in writing within three (3) calendar days.

25.4 Step 3. Failing adjustment by the parties referred to in Section 2, the grievant or the Union may, within five (5) calendar days after the date of the decision of the Chief or within eight (8) calendar days after the grievance has been presented to the Chief if no decision has been rendered, submit the written grievance referred to in Step 2 above to the City Manager. The City Manager will render his/her decision within five (5) calendar days.

25.5 Step 4. If the decision of the City Manager is not acceptable to the Union, the Union may, within ten (10) calendar days after the date of the City Manager's decision, or if no decision is rendered within fifteen (15) calendar days after the meeting at which the City Manager considered said grievance, submit the grievance to a mutually acceptable arbitrator. The Union and City shall first attempt to agree upon a mutually acceptable arbitrator. In the absence of agreement, either party may request the appointment of an arbitrator by the PELRB according to its rules. The arbitrator shall submit his/her decisions in writing within thirty (30) days following the close of the hearing.

25.6 The arbitrator shall not have the power to add to, ignore, or modify any of the terms and/or conditions of this Agreement. The arbitrator shall not have the power to hold hearings for more than one grievance (that is, multiple grievances before the same arbitrator will not be allowed) unless mutually agreed to by the parties. His/her decision shall not go beyond what is necessary for the interpretation and application of express provisions of the Agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of the rights granted or retained by this Agreement.

The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay any expenses of witnesses who are called by them. Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article II of this Agreement entitled "Management Rights," or which question the use or application of any right over which the City or its designated agents have unilateral discretion in this Agreement, excepting those rights relinquished by this Agreement. Either the City or the Union may appeal the arbitration award to Superior Court in accordance with RSA 542.

25.7 Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of Article V of this Agreement. Also excluded from arbitration is any matter otherwise subject to

arbitration, but over which the Union strikes, contrary to Article V of this Agreement. However, it is understood that should the City in response to a violation of any of the prohibited activities enumerated in Article V, Uninterrupted Service, take the "disciplinary" action as provided for in Article V, that this contract Grievance Procedure including Arbitration as defined herein shall remain in effect for the sole and strictly limited purpose allowing a procedural review and final determination of whether or not there had been any violation of any of the prohibited activities enumerated in Article V.

25.8 If the grievance involves the immediate supervisor, Step 2 of the Article shall become the first step in the grievance procedure.

25.9 Grievances must be presented to the Chief in writing within thirty (30) calendar days of the event, which gives rise to the grievance, or such grievance shall be considered null and void. If the grievant or Union does not process the grievance within the time limits as set forth above, it shall be considered as dismissed. If a decision is not rendered within the time limits set forth above, the grievant may proceed to the next step of the grievance procedure or the grievance shall be considered waived.

25.10 The above time limits may be extended by mutual agreement of the parties, which agreement must be signed by both parties and in writing.

25.11 The employee, when discussing his/her grievance with management, may at his/her discretion, be accompanied by the steward or his/her designee.

ARTICLE XXVI
Compensation

26.1 Effective July 1, 2007 the Fire Department Base scales shall be increased by Three Percent (3%) as follows:

	12 mos. Step 2	18 mos. Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
Firefighter / EMT	39852.76	41728.39	43518.53	45479.65	47524.20	48472.83

26.2 Effective July 1, 2008, the Fire Department Base scales shall be increased by Three point Two Five Percent (3.25%) as follows:

	12 mos. Step 2	18 mos. Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
Firefighter / EMT	41147.97	43084.56	44932.88	46957.74	49068.74	50048.20

26.3 Effective July 1, 2009, the Fire Department Base scales shall be increased by Two Percent (2%) as follows:

	12 mos. Step 2	18 mos. Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
Firefighter / EMT	41970.93	43946.25	45831.54	47896.89	50050.11	51049.16

26.3(a) Effective January 1, 2010, the Fire Department Base scales shall be increased by Two Percent (2%) as follows:

	12 mos. Step 2	18 mos. Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
Firefighter / EMT	42810.35	44825.18	46748.17	48854.83	51051.11	52070.14

26.4 Effective July 1, 2010 the Fire Department Base scales shall be increased by Two Percent (2%) as follows:

	12 mos. Step 2	18 mos. Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
Firefighter / EMT	43666.56	45721.68	47683.13	49831.93	52072.14	53111.55

26.4(a) Effective January 1, 2011, the Fire Department Base scales shall be increased by Two point Five Percent (2.5%) as follows:

	12 mos. Step 2	18 mos. Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
Firefighter / EMT	44758.22	46864.72	48875.21	51077.73	53373.94	54439.34

26.5 Medical Incentive Pay

Medical Certifications (BLS, ALS, Paramedic) shall not be cumulative. Personnel may receive only one medical certification incentive.

ALS..... $13.65 per week

This incentive shall only be paid when the employee has attained a nationally registered EMT intermediate license, keeps that certification current through recertification and performs the function of an EMT intermediate.

Paramedic..... effective 7.1.07 $40.00 per week
effective 7.1.08 $45.00 per week
effective 7.1.09 $50.00 per week

This incentive shall only be paid when the employee has attained a nationally registered Paramedic license and keeps that certification current through recertification and performs the function of a paramedic.

26.6 Hazardous Materials Technician..... $15.00 per week

This incentive shall only be paid to members in good standing of the Keene Fire Department Hazardous Materials Team who successfully complete a hazardous materials technician course and then successfully participate in the annual refresher course when provided by the department.

26.7 Fire and Rescue Technician..... $15.00 per week

This incentive shall be paid to personnel who have attained the following certifications, degrees and experience: EMT, Firefighter III, Company Officer, Fire Instructor (40-hour course), Associates Degree in related field, and have a minimum of ten (10) years of full-time service with the Keene Fire Department.

The Fire and Rescue Technician incentive is cumulative, and may be combined with other incentives.

26.10 Performance Bonus

Effective July 1, 2003, employees with eighteen (18) or more years of service with the Keene Fire Department (as a full time member) who receives a satisfactory performance evaluation shall be entitled to an annual Seven

Hundred Fifty ($750.00) dollar performance bonus. Such Payment shall be made within the month of the anniversary date of hire or rehire. The City and Union shall agree to a list of all bargaining unit members and their length of service. It is agreed that this shall not be construed as a step on the salary schedule

26.11 Required and mandatory continuing education shall be compensated.

ARTICLE XXVII
Layoff/Recall

27.1 Layoff. A Department Head may, with the approval of the City Manager, lay off employees for any of the following reasons:

a. Reorganization resulting in the abolition of positions.

b. Shortage of budgeted funds.

In the rare event when layoff becomes necessary, the affected employee(s) will be notified in writing at least ten (10) working days prior to the effective date of the action stating the reason for the layoff.

27.2 Layoff and recall policy administered by the City of Keene will be based upon merit with seniority being utilized only as a tie breaker in the event that all merit issues are equal amongst employees. Merit is defined to include level of education, amount of training completed, work record, performance evaluation and ability to do the job.

27.3 Reinstatements. Employees who are laid off in good standing shall be considered first, within a one-year period after such layoff, for reinstatement to the same position or a lower salary position for which he or she is qualified. If such reinstatement occurs in the one-year period, the employee shall be placed at the salary step and benefit accumulation as when they were laid off, unless such salary step would be beyond the salary range of a "lower" position. Employees who voluntarily leave City employment except for an approved leave of absence shall have no rights to reinstatement. The City Manager may, however, on request by a Department Head, consider granting some or all reinstatement benefits on a case-by-case basis.

ARTICLE XXVIII
EMS Committee

28.1 An Emergency Medical Services Committee will be established. It shall consist of a representative chosen by the bargaining unit; a member of each shift chosen by each shift; and a member of the administration to discuss and recommend to the Fire Chief the implementation of the EMS program. Final authority for the administration for the EMS program shall remain with the Fire Chief.

ARTICLE XXIX
Safety and Health

29.1 Safety is a major concern for both the City and the Union, therefore, both agree to observe good safety practices. Both the City and Bargaining Unit members will abide by all mandatory federal, state and local rules on the fire ground as well as in the stations.

29.2 The City shall provide hepatitis shots as currently practiced.

29.3 All members of the collective bargaining unit may participate in the physical fitness program on a voluntary basis. The physical fitness program shall be voluntary in all respects notwithstanding any standard operating procedure, rule or other administrative rule to the contrary.

29.4 To participate in the program, individuals must complete a physical examination within the past twelve (12) months and receive a full fitness evaluation from the fitness coordinator hired by the Department. Once this is complete, they must regularly work out to reach the goals set by the fitness coordinator. These individuals are also required to successfully pass the Fire Department Physical Ability Test annually.

29.5 Any individual participating in the program is encouraged to work out on a regular basis. Regular basis will mean physical fitness activity as defined by the Fire Chief that occurs on each scheduled shift, both day and night.

29.6 Participation in the physical fitness program shall be considered in any promotional process or scoring; however, it is agreed that the ability to perform a job may be considered in the promotional process, as outlined in Article XX.

29.7 As selected by its chairman, at least one member of the bargaining unit shall serve on the Keene Fire Department Health and Safety Committee established pursuant to article XXIV of the of the agreement between the City of Keene and the Keene Fire Department supervisors.

29.8 The Safety and Health committee shall meet as necessary to evaluate the feasibility of attaining compliance with the NFPA standards as to fire suppression and rescue practices, including NFPA 17:10. Report and recommendation will be forwarded to the Chief and the City Manager for consideration.

29.9 The City and Union agree to participate in a joint labor/management committee to evaluate the need to establish a mandatory wellness program and to make proposals to the City Manager to institute such changes. Any changes must to working conditions still must be agreed upon as negotiated items for inclusion in the Agreement.

ARTICLE XXX
Exchange of Days Off

30.1 Firefighters may, where the City determines that it won't seriously impair Department operations, exchange days off according to the following procedure:

A. Employee requesting the exchange shall fill out swap time slip properly and have it approved in writing by the appropriate supervisor.

B. On approving such exchange, the approving supervisor will issue the appropriate schedule change assignments to both officers to complete the exchange.

It is expressly understood that exchanges of time are not subject to the overtime provisions in the Agreement. Shift exchanges must be completed within twenty-eight (28) calendar days of the original exchange.

ARTICLE XXXI
Union Business

31.1 One member of the union (as selected by the union president) shall be afforded time off with pay if necessary, to attend the bi-monthly meetings and the bi-annual convention of the Professional Firefighters of New Hampshire.

31.2 Leave from duty with full pay shall be granted to any individual covered by this Agreement who files a grievance matter under Article XXV, Grievance Procedure, for the purpose of attending scheduled meetings or hearings relating to the individual's grievance, provided the grievant was scheduled for duty at a time simultaneous to his/her attendance at the grievance proceeding.

31.3 Up to two (2) representatives of the Union (one of which must be the grievant) who, because of their position, are required to participate in activities related to the grievance procedure adopted under this Agreement, shall be permitted time off from their duties with pay, provided that the employee was scheduled for duty at a time simultaneous to his/her attendance at the grievance proceeding.

31.4 Leave from duty with full appropriate pay shall be granted to members of the Union's Negotiating Committee, not to exceed three (3) members, who attend meetings between the City and the Union for the purpose of negotiating the terms of an Agreement; provided the employee was scheduled for regular duty at a time simultaneous to attendance at such meeting.

31.5 The Union President shall be afforded an additional day of time off with pay per year to attend to PFFNH, IAFF or other union sponsored seminars, training sessions or other union events.

ARTICLE XXXII
Required Training

32.1 The City and Union agree that the training provided to employees should meet NFPA standards. The City and Union agree that every bargaining unit member of the Fire Department is required to attend four (4) days of training per year at The New Hampshire Fire Standards and Training facility. The program shall be administered by the Training Officer, who shall consider recommendations of the training committee Attendance shall be scheduled during off duty hours and scheduled to minimize any effect on fire suppression and EMS coverage for the City. The hours spent by employees attending said training sessions are considered compensable hours of work under FLSA.

The City and Union agree that every bargaining unit member of the Fire Department is required to attend one day of EMT practical recertification training during their year of recertification. The training program shall be scheduled and administered by the EMS Training Officer. In the event the training is scheduled during off duty hours all hours spent by employees attending said training sessions are considered compensable hours of work under the FLSA.

ARTICLE XXXIII
Duration

33.1 The duration of this Agreement shall extend from July 1, 2007 through June 30, 2011. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing by registered mail between January 15th and February 15th of 2009, or any subsequent year of the contract. If such notice is given in accordance with the above, by either party in 2009, or any subsequent year of the contract, the parties agree that it is their mutual objective to begin negotiations not later than March 15th of the year in which such notice is given.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____ 2008.

FOR THE CITY OF KEENE

City Manager

ATTEST:

PROFESSIONAL FIREFIGHTERS OF KEENE, NEW HAMPSHIRE

President

Unit Representative

Unit Representative

Unit Representative

ATTACHMENT A

Long-Term Disability Insurance Plan

- 60% of gross monthly earnings, with a maximum monthly benefit of $4,000.00
- Benefit to age 65
- 2-year own occupation provision
- 90-day elimination waiting period
- Residual benefit
- Direct with family integration
- 3-month survivor benefit
- 24-month psychiatric benefit

ATTACHMENT B

LETTER OF AGREEMENT
BETWEEN
CITY OF KEENE AND KEENE PROFESSIONAL FIREFIGHTERS

In an effort to make the promotional process for Lieutenant and Captain predictable and known to all members of the Union, the following Letter of Agreement is provided to outline this process:

1. All promotional processes held to fill vacancies in the rank of Captain and/or Lieutenant (staff or line) shall follow the process outlined in this Letter of Agreement.

2. All vacancies for the position of Captain and/or Lieutenant (line or staff) shall be announced through the standard job posting. This posting shall list the minimum qualifications, application process, and the deadline date for application submittal.

3. The promotional process shall follow the currently adopted three-step process. Personnel who apply for a posted position and meet the minimum qualifications listed in the job announcement shall be allowed to participate in the promotional process. Personnel not meeting the minimum qualifications will be disqualified. The job announcement shall be posted at least one year prior to any testing.

    - Step one shall consist of a written test provided by the International Personnel Management Association. This test will be administered by the HRO, following the security guidelines provided for by IPMA. Personnel who apply for promotion will be provided with a reading list of texts used in the preparation of the test by IPMA. The time limit suggested by IPMA will be strictly enforced. Upon completion of the written testing process, the Human Resources Department shall provide a list of scores to the Fire Chief.

    - Step two shall consist of a formal assessment center. All items in the assessment center shall be determined by the Fire Chief. The assessment center coordinator shall forward the numerical results to the Fire Chief as soon as possible.

- Step three shall consist of an interview panel with the Fire Chief, Deputy Chief-Administration, and Deputy Chief-Operations. Candidates will be ranked on their past performance, ability to be a team player, attitude, contribution to the mission of the Department, training and education, physical fitness, ability to do the job applied for, ability to lead, knowledge of departmental operations, and overall fitness for the position.

Following the completion of all three processes, the Fire Chief will consider the performance of all candidates and compile a list ranking all candidates in the promotional process. Each candidate will be assigned a numerical score based on 33-1/3% for the written test, 33-1/3% for the assessment center; and 33-1/3% for the Chief's interview. If a position is open, the position will be offered to the first person on the promotional list.

For purposes of clarification, the numerical score used to rank the candidates shall be the average of the three scores achieved on each process. For example, assume a candidate achieved the following scores:

Written	70%
Assessment Center	80%
Chiefs' Interview	90%

This candidate would receive the numerical score of 80% for ranking purposes (70+80+90= 240; 240/3= 80).

A minimum score of 70% is required on each step of the promotional process to be eligible for the promotional hiring list.

ATTACHMENT C

PROFESSIONAL FIREFIGHTERS OF KEENE, LOCAL 3265

AND

CITY OF KEENE, NEW HAMPSHIRE

MEMORANDUM OF UNDERSTANDING

A Joint Labor Management Committee will meet and confer regarding the manner by which scores for annual reviews are calculated and regarding the City proposal to eliminate the rank requirement for the Fire Prevention Officer, EMS Training Officer, Fire Training Officer and Fire Alarm Officer positions.

FOR THE CITY OF KEENE:

John MacLean, City Manager

PROFESSIONAL FIREFIGHTERS OF KEENE, NEW HAMPSHIRE

Michael Burke, President, IAFF