PREAMBLE

For purposes of this Agreement, the City of Keene, New Hampshire, is hereinafter referred to as the "City" and AFSCME Council 93, Local 2973, is hereinafter referred to as the "Union". The City of Keene, the Union, and all bargaining unit employees agree to be bound by this Agreement until its expiration or termination.

ARTICLE I
RECOGNITION

1.1 Whenever used in this Agreement, the word "employees" shall refer only to a person(s) actively and regularly engaged in the Department's work and enrolled on the regular payroll of the City of Keene.

1.2 The City hereby recognizes that the Union is the sole and exclusive representative of all employees who are part of the recognized bargaining unit as follows: All regular part-time and full-time employees of the Public works Department of the City of Keene including:

Maintenance Aide I and II
Recycler I and II
Recycler I/Attendant
Motor Equipment Operator I and II
Water/Sewer Service Aide I and II
Mechanic I and II
Sign Maker
Highway Foreman
WWTF Operator
Water Meter Technician
Solid Waste Foreman
Maintenance Technician I and II
Solid Waste Operations Foreman
Water & Sewer Foreman
Shop Manager
Maintenance Mechanic
Maintenance Electrician
Utility Operator

Excluded:
All Superintendents
All Assistant Superintendents
Public Works Director
Assistant Public Works Directors/Superintendent
City Engineer
Civil Engineer

All other Supervisory, Professional, Technical, Clerical and Confidential Employees; persons in a probationary or temporary status, employed seasonally, part-time, irregularly, or on call; and all other employees of the Keene Public Works Department and City of Keene Government.

1.3 It is intended by the parties that regular part-time employees who are part of the bargaining unit shall be covered by the pay plan defined in this Agreement and shall be entitled to the rights and provisions of this Agreement, except that anything in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that part-time employees shall not be entitled to any non-statutory leave or monetary benefits provided by this Agreement except for the pay plan cited above or any federal or state requirements of the Patient Protection and Affordable Care Act.

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 or which hereafter exist, including, but not limited to, the following: the right to determine the standards of service to be offered by the Public Works Department and its employees; the right to determine the standards of selection for employment; the right to direct its 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 Public Works 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. It is understood and agreed that the City retains all rights, 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 273-A as same now exist or as said Chapter may be amended 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 hereto unless made and executed in writing by said parties.

4.2 Should any article, section or portion thereof, of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof, specified in the decision. The parties to this Agreement agree to meet to negotiate only on the specific article, section or portion thereof, which has been declared invalid or unenforceable, but

neither party is required to make concession in order to reach agreement on the specific article or section in question.

4.3 Waiver by 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 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, sick-in, sick-out 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 that would have a direct effect on the City of Keene.

5.3 In the event of a work stoppage, picketing, or any other curtailment by the Union or the employees covered hereunder, the Union, by its officers and agents, shall immediately declare such work stoppage, picketing, or other curtailment to be illegal and unauthorized in writing to the employees, and order 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 in Section 5.1 above, any employee(s) participating in same shall be subject to disciplinary action, including immediate dismissal.

ARTICLE VI
DUES DEDUCTION

6.1 Employees shall present a signed authorization card to the City and the City agrees to deduct either the official dues of said Union or agency fee from the wages of each employee so electing on a weekly basis and pay the total amount of dues or agency fees collected to the business manager of AFSCME #93, 8 Beacon Street, Boston, MA, once a month. If employees who have elected to have union dues or agency fee deducted have no check coming to them, or if their checks are not large enough to satisfy the other dues or agency fee, then no deduction will be made for them. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues or agency fee and the Union hereby indemnifies and holds harmless the City from any claims that may arise from such dues deduction or agency fee process. Any employee seeking to terminate his/her membership dues deduction must do so by giving written notice of that intent to the City and the Union.

6.2 The City will advise all new position eligible employees at the time of hire, or transfer into the Public Works Department, that at the end of their probationary period they will be covered under the terms of the AFSCME bargaining agreement. When employees have successfully completed their probationary period they will be required to present a signed authorization

document to the City that authorizes or denies deduction of union dues or agency fees. Annually, on July 1 of each year the City will require all bargaining unit employees to complete and submit to the City a new authorization document that authorizes or denies deduction of union dues or agency fee.

ARTICLE VII
NONDISCRIMINATION

7.1 The City and the Department agree not to discriminate against employees covered by this Agreement on account of membership in the Union. The Union officers and members agree not to discriminate in any way against or coerce employees who are not members of the Union, or to bar employees from joining or remaining in the Union except for nonpayment of dues.

7.2 The City and the Union agree that they both maintain a policy of non-discrimination with respect to race, color, religion, national origin, ethnicity, age, disability, pregnancy, marital status, sexual orientation or veterans status except where age or physical condition are bona fide qualifications for employment.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1 A grievance is defined and limited to a claim or dispute arising out of the application or interpretation of this Agreement under express provisions of the Agreement. It shall be processed in the following manner.

8.2 Step I. An employee having a grievance must discuss the grievance with his/her immediate non-bargaining unit supervisor or the supervisor responsible for the matter being grieved within eight (8) working days from the date the employee could reasonably be made aware of the event. Such grievance shall be discussed between the employee, a union representative and the supervisor.

The supervisor shall give his/her answer within two (2) working days from the date he/she received notice of the grievance. The employee will be obligated to inform the supervisor that the issue is in fact a grievance from the employee's point of view so that the supervisor can contact the Union to be present. If the Public Works Director is the immediate supervisor of the employee involved in the grievance, then the grievance shall be filed at Step II.

8.3 Step II. If the grievant or the Union disagrees with the decision of the supervisor and desires to proceed with the grievance, then such grievance must be submitted in writing on the agreed upon form or forms listing the article and section of the Agreement violated, the specific grievance, and the remedy desired, to the Public Works Director within five (5) working days from the date the decision of the supervisor was rendered. The Public Works Director shall meet with the grievant and the Union representative to discuss the grievance within five (5) workdays from the date he/she received the grievance. The Public Works Director shall render his/her decision within ten (10) workdays from the date he/she received the grievance.

8.4 Step III. If the grievant or the Union are not satisfied with the disposition of the grievance by the Public Works Director or if no decision has been rendered, the grievance shall be

submitted to the City Manager within five (5) working days of the Public Works Director's decision. The City Manager or his/her designee shall meet with the grievant and Union representative to discuss the grievance within ten (10) workdays from the date he/she receives the grievance. The City Manager shall have twenty (20) working days from the date the grievance was filed with him/her to render a decision.

8.5 Step IV. If the Union is not satisfied with the disposition and intent of the grievance by the City Manager, then the grievance may be pursued to arbitration if it is filed with the New Hampshire Public Employee Labor Relations Board within twenty (20) workdays of the City Manager's decision, with a copy to the City Manager.

8.6 The expense of the arbitrator shall be borne by the losing party. The arbitrator shall be required to declare the losing party. Each party shall make arrangements and pay the expenses of witnesses who are not City employees who are called by them. The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of the Agreement. If made within the scope of these provisions, the arbitrator's decision shall be final and binding on both parties. In no event shall the scope of the arbitration exceed the interpretation and application of this Agreement. Such scope will be limited to the specific subject matter jointly submitted.

8.7 In case of a grievance involving any continuing or other money claim against the municipality, no award shall be made by the arbitrator which shall allow any alleged accruals prior to the date when such grievance was presented, except in a case whereby the employee or the Union, due to lack of knowledge, could not know prior to that date that there were grounds for a claim. In such cases, retroactive claims shall be limited to a period of twenty (20) workdays prior to the date the claim was first filed.

8.8 Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article II, Management Rights, of this Agreement or which question the use or application of any right over which the employer is given unilateral discretion in this Agreement, excepting those rights relinquished by this Agreement.

8.9 Any employee or group of employees seeking arbitration under the provisions of this Article agree that as a condition for the submission of an issue to arbitration, the grievant knowingly and willingly agrees to accept the contractually provided for arbitration procedure as satisfying any State or any federally required procedural due process and to accept the decision of the arbitrator as dispositive of all substantive due process rights. If any employee or group of employees refuses to accept these terms and conditions, said grievance shall be ruled non-arbitrable.

8.10 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such an adjustment and state its views concerning such adjustment.

8.11 If said grievance is not reported and/or processed within the time limits set forth in the preceding sections, the matter shall be dismissed and no further action shall be taken with respect to such grievance.

ARTICLE IX
HOURS OF WORK, OVERTIME AND CALL-OUT

9.1 The regular hours of work for full-time employees shall not exceed forty (40) hours in a seven-day period. The normal workweek shall consist of no more than five (5) consecutive workdays in a seven (7) calendar day period. The City shall establish the normal workweek and work shifts, which may vary from division to division and employee to employee. The regularly scheduled work shift in any given workweek shall be no less than eight (8) hours or no more than ten (10) hours. This provision does not preclude an employee electing, with supervisor approval, to shorten a work shift provided the forty (40) hour work week requirement has been met.

The City shall give the union seven (7) calendar day notice before making any changes to an employee's regularly scheduled workweek. This section shall not apply to activities covered under Section 10.6.

9.2 Hours of work beyond the employee's regularly scheduled workweek of forty (40) hours shall be considered as overtime. All time worked in excess of forty (40) hours in any one week for hourly rated employees shall be paid at the rate of time and one-half. All hours paid during the workweek shall be counted as hours worked for the purpose of determining the forty straight-time hours. In no case shall the overtime rate be pyramided, compounded, added together or paid twice for the same time worked.

Before the City requires employees to leave work to avoid overtime due to employees reaching their forty (40) hours the City shall give the union seven (7) days notice of the budgetary constraints that are justifying the need to avoid overtime costs.

9.3 Any full-time employee who has left their place of employment and who is recalled by the City for work and reports to the work site prior to the next normal shift will be paid for a minimum of three hours at time and one-half or for actual time worked at time and one-half, whichever is greater; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three hours minimum work guarantee may be called back for additional emergency or overtime without an additional three (3) hour minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three hours of pay at time and one-half for the inconvenience of being called back to the work site between the normal shifts, but not to be separately paid for several call backs within the three-hour minimum guarantee. If an employee is recalled by the City for work and remotely accesses any of the City's computer management systems to assess and/or take corrective actions will be paid for a minimum of two (2) hours at time and one-half or for actual time of worked at time and one-half, whichever is greater. The intent of this section is to assure an employee of at least two (2) hours of pay at time and one-half for the inconvenience of being required to respond to a situation within the City.

9.4 Any employee who is called in one hour or less prior to the start of his/her normal shift shall receive such time at the overtime rate, but is excluded from the three-hour minimum guarantee outlined above. The Public Works Department may schedule employees to start their next day's shift at a time earlier than the regular time without the extra compensation called for under the above call-back provision, provided such change in schedule is made prior to the completion of the shift the preceding day. Within divisions, overtime work which is scheduled in

advance or which requires employees to be called in for unscheduled work shall be assigned first on a rotating basis among all qualified employees in the classification that normally performs the work.

9.5 Any employee who is scheduled to work overtime for clean up duty after Pumpkin Festival shall receive a minimum of three (3) hours straight-time pay or time and one-half their regular rate for hours worked, whichever is greater.

Any employee who is scheduled to work overtime for any other purpose shall be given a minimum of three (3) workday notice for such scheduled overtime, and shall be paid for actual hours worked. For scheduled overtime that does not meet the minimum three (3) workday notification, the employee(s) shall be paid a minimum of three (3) hours overtime or actual hours worked, whichever is greater.

9.6 Any employee who is scheduled or called in for snowplowing duty between the hours of Midnight and 6:00am may, after completion of one (1) time through their route, return to the Public Works Facility for a one (1) hour break, one half (1/2) hour of which shall be paid and one-half (1/2) hour of which shall be unpaid. The employee must notify the responsible Public Works supervisor prior to the break. Employees shall be able to utilize the time at their own discretion. City vehicles must be parked at the Public Works Facility during the break period.

9.7 In lieu of paid overtime, with the approval of the Public Works Director or his/her designee, bargaining unit members may choose to accumulate compensatory time at time and one half to a maximum of forty (40) hours. Any "comp" time accrued over forty (40) hours must be scheduled and taken within thirty (30) calendar days of it being earned, or it will be paid out.

9.8 Employees will normally bring their lunch and be prepared to eat it at their job site. However, employees may be allowed to travel to stores or gas stations to purchase drink or food, or to use the facilities with the permission of the supervisor. Such permission shall not be unreasonably withheld. This time shall be integrated into the one-half hour lunch break and at other times should be kept to a minimal amount of time. Any violation of this section may result in disciplinary action.

ARTICLE X
PAY PLAN

10.1 Effective July 1, 2013, Bargaining Unit Employees shall receive a 1.35% wage increase. The pay rates shall be as follows:

		STEP		
		(Six Months)	(18 Months)	(30 Months)
	1	2	3	4
GRADE				
H 1	13.70	14.73	15.40	16.06
H 2	14.31	15.40	16.06	16.78
H 3	14.96	16.06	16.78	17.55
H 4	15.60	16.78	17.55	18.32
H 5	16.32	17.55	18.32	19.17

H 6	17.06	18.32	19.17	20.00
H 7	17.81	19.17	20.00	20.92
H 8	18.64	20.00	20.92	21.86
H 9	19.47	20.92	21.86	22.86
H 10	20.30	21.86	22.86	23.88
H 11	21.27	22.86	23.88	24.99
H 12	22.22	23.88	24.99	26.09

10.2 Effective July 1, 2014, Bargaining Unit Employees shall receive a 1.5% wage increase. The pay rates shall be as follows:

	STEP			
		(Six Months)	(18 Months)	(30 Months)
	1	2	3	4
GRADE				
H 1	13.91	14.95	15.63	16.30
H 2	14.53	15.63	16.30	17.04
H 3	15.18	16.30	17.04	17.82
H 4	15.83	17.04	17.82	18.60
H 5	16.56	17.82	18.60	19.45
H 6	17.31	18.60	19.45	20.30
H 7	18.07	19.45	20.30	21.23
H 8	18.92	20.30	21.23	22.19
H 9	19.76	21.23	22.19	23.21
H 10	20.60	22.19	23.21	24.24
H 11	21.59	23.21	24.24	25.37
H 12	22.55	24.24	25.37	26.48

10.3 Across the Board Increases. In the event that in any year of the un-expired Union contract, non-bargaining unit city employees, or the Keene City Employees AFT Local 6288, are granted an across the board percentage wage increase larger than the Union's negotiated across the board percentage wage increase as stated in 10.1 and 10.2, the wage scale of the union shall be raised to match the higher percentage of the two previous employee groups. This comparison will be done yearly with the change, if any, affecting only the year under review and not binding on any other year. This provision shall lapse at the end of this contract, June 30, 2015.

10.4

GRADE	CLASS ALLOCATION
H 2	Maintenance Aide I, Recycler I, Recycler I/Attendant
H 4	Water/Sewer Service Aide I
H 5	Maintenance Aide II, Motor Equipment Operator I, Water/Sewer Service Aide II, Recycler II
H 7	Mechanic I
H 8	Motor Equipment Operator II, Maintenance Mechanic
H 9	Mechanic II, Sign Maker, Utility Operator

H10	Highway Foreman, Solid Waste Foreman, Maintenance Technician I, WWTF Operator
H11	Water Meter Technician, Maintenance Electrician
H12	Water & Sewer Foreman, Solid Waste Operations Foreman, Maintenance Technician II, Shop Manager

10.5 Acting Pay. A vacant position can be filled only with prior approval of the City Manager. When an employee, other than for training purposes, is designated in writing to temporarily fill a vacancy in a job assignment higher than his/her own job classification for a period of more than five (5) consecutive working days, that employee will be temporarily compensated at the pay grade of the "acting position" at a step which will result in compensation being paid to the "acting employee" at the beginning of the sixth consecutive working day of "acting" status; that is, at least one step above the current pay step which the employee is receiving is his/her regular assignment. "Acting" pay will not be provided to any assistant position, which includes "acting" for the superior as a part of the job.

10.6 Special Night Rate. Employees who are regularly scheduled for day work but who are rescheduled during their regular work week for non- emergency night work (such as snow pick-up work) in that same week, shall be paid a twenty percent (20%) wage premium on their hourly base rate for such scheduled hours worked between the hours of 12:00 AM and 8:00 AM. This policy shall have limited applications and shall apply only in situations such as the example cited above as finally determined by the City Manager. In no event shall this premium apply to unscheduled emergency work. Employees whose regular work week is scheduled between the hours of 10:00 PM and 8:00 AM shall be paid a twenty (20) percent wage premium on their hourly base rate during those hours. If an employee whose regular workweek is scheduled between the hours of 10:00 PM and 8:00 AM is temporarily modified to outside the identified period the twenty (20) percent wage premium on their hourly base rate shall apply to the hours worked.

10.7 Weekend Differential. Employees shall be paid a twenty (20%) percent wage premium on their base hourly rate for hours worked on Saturday and/or Sunday that are part of an employee's scheduled forty (40) hour workweek.

ARTICLE XI
STAND-BY

11.1 Except as otherwise provided herein, any employee who is placed on "stand-by" (given a written stand-by assignment by the City) shall be required to be available within range of the pager provided to the "stand-by" employee by the City. The employee must be in immediate communication with the Department and must be at work, weather permitting, within sixty (60) minutes of receiving a page or a call to work. Employees who are placed on stand-by shall receive thirty-five dollars ($35) per day that they are on stand-by. For the purpose of this section, stand-by periods shall include all non-regular work hours during any given workweek. The above to the contrary notwithstanding, no employee under any circumstances shall be entitled to receive any stand-by pay when placed on phone stand-by for pending snowstorm duty.

11.2 With Supervisor's approval an employee may remain on the stand-by schedule during a scheduled leave day.

ARTICLE XII
HOLIDAYS

12.1 The following shall be considered as paid holidays for all full-time bargaining unit employees:

New Year's Day
Martin Luther King/Jonathan Daniels Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

12.2 Payment for the above holidays will be made only if an employee has worked the scheduled day prior to and the next scheduled workday after such holiday. However, payment for the holiday will be made if the employee has worked for the City at any time within the fourteen (14) calendar days prior to the holiday and who is absent either or both workdays due to verified, legitimate circumstances for which this Agreement elsewhere provides paid leave.

12.3 Should any of the above holidays fall on Saturday or Sunday, the Friday preceding or the Monday following shall be the legal holiday in accordance with standards adopted by the State of New Hampshire.

12.4 Employees who are given holiday work assignments and then fail to report for and perform such work for any reason except as set forth above shall not receive any pay for the holiday.

12.5 All work performed on a legal holiday shall be paid at the rate of one and one-half the hourly rate in addition to receiving pay for the holiday, except on New Year's Day (January 1), Easter, Independence Day (July 4), Thanksgiving (fourth Thursday in November) and Christmas Day (December 25) when the rate will be double time in addition to receiving pay for the holiday.

ARTICLE XIII
VACATION

13.1 After completion of six (6) months of continuous employment, a regular full-time employee shall be entitled to fifty-six (56) hours paid vacation leave. Beginning with the first anniversary date, such an employee shall accrue paid vacation at a rate of 6.67 hours per month of continued employment. On the seventh anniversary date, the accrual rate shall increase to ten (10) hours per month. On the fifteenth anniversary date, the rate shall increase to 13.33 hours per month. Vacation leave may be accrued to a maximum of 240 hours (based on a normal 40-hour work week).

13.2 Vacation schedules shall be determined by the Public Works Director in accordance with department requirements. In no case may payment be made in lieu of vacation, except on employment termination after the completion of at least twelve (12) months of continuous employment. Under special circumstances, the City Manager may authorize the borrowing of future vacation by an employee in accordance with policy the City Manager may determine.

13.3 Employees who wish to receive their vacation check(s) in advance must request them two (2) weeks in advance from the Finance Director except for circumstances where the employee has chosen to utilize payroll direct deposit, in which case, no advance is given.

13.4 If an employee is called back from vacation due to an emergency situation, then all hours of work shall be paid at time and one-half rate of pay until the employee returns to his/her regular work schedule.

13.5 If the employment of a person entitled to annual vacation is terminated by dismissal, resignation, or retirement, employee 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.

ARTICLE XIV
SICK AND PERSONAL LEAVE

14.1 Accrual. After completion of six (6) months of continuous service, a regular full-time employee shall be eligible for sick leave pay. Sick leave shall be accrued at the rate of eight (8) hours per month, commencing with the first month of employment. Sick leave may be accumulated to a total maximum amount of one hundred and eighty (180) days (1,440 hours) based on the following schedule.

	Years of Service	Accumulation
Up to:	20	960 hours
	21	1,056 hours
	22	1,152 hours
	23	1,248 hours
	24	1,344 hours
	25	1,440 hours

Up to forty (40) hours of sick leave may be transferred to vacation leave provided the employee has an accumulation of not less than one hundred ninety-two (192) hours of sick leave after the transfer and further provided that any sick leave used for sickness in the previous twelve (12) months will be deducted from the forty (40) hours available for transfer. Fifty (50%) percent of the value of accumulated sick leave, in straight-time wages, will be paid to an employee upon retirement. For the purposes of this section, "retirement" as used in the preceding sentence shall mean leaving the service of the City and eligible to draw a retirement allowance under the New Hampshire Retirement System or leave the service of the City after having completed twenty (20) years of continuous service.

14.2 Use of Sick Leave. On prior approval of the Public Works Director, sick leave may be used when an employee is ill or otherwise disabled or when there is serious illness or death in the employee's immediate family, or to enable an employee to meet dental appointments or take physical examinations, or other sickness preventions. The employee shall notify the Public Works Director within one (1) hour of the appointed time for the employee to enter on duty, of any illness or injury which will prevent him/her from reporting for work. The Public Works Director or the Human Resources Director may require a doctor's certificate or other proof of sickness, accident, or appointments before payments of sick leave are authorized.

14.3 Donation of Sick Leave. In cases where an employee, because of illness or injury, has used up or is about to use up all of his/her accumulated sick leave, the City Manager may, where he/she determines that said employee has kept a good attendance record and a good work record, invoke this paragraph and authorize and set the procedure for the donation by other interested City employees of sick leave to said employee. The following provisions and restrictions shall be incorporated into any such sick leave donation procedure set up by the City Manager in addition to any other restrictions or requirements he/she deems appropriate at the time.

A. In order to be eligible to donate sick leave, employees will have to have accrued at least one hundred ninety-two (192) hours of accumulated sick leave as of the time of donation.

B. Employees who have accumulated the minimum of one hundred ninety-two (192) hours may donate no more than five (5%) percent (rounded off to the nearest hour) of their total sick leave accumulation in any one instance.

C. All sick leave donated will be deducted from the accumulated sick leave of the donor; however, such donations will not count against leave that is otherwise eligible to be transferred to vacation.

D. All sick leave donated but not used for the purpose of the original donation will be returned to the donor(s) on a prorated basis, rounded to the nearest half hour.

14.4 Personal Leave. Regular employees shall receive eight (8) hours of Personal Leave for each three (3) month (non-overlapping) period during which they use no sick leave. Any such earned Personal Leave 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 was earned or it will be lost. When approved in advance by the Public Works Director during the period of November 1st through April 1st bargaining unit members will be allowed to carry a maximum of two (2) personal days until the end of each fiscal year, by which time if the first if the two days is not used, it will be lost. Such earned Personal Leave may be taken when approved in advance by the Public Works Director. The use of such Personal Leave will not be charged to accumulated sick leave and such earned Personal Leave will not count toward vacation accumulation.

14.5 On the death of any employee entitled to sick leave, one hundred (100%) percent of accumulated sick leave shall be paid to the estate of the person or persons to whom unpaid salary is payable.

ARTICLE XV
LEAVES OF ABSENCE

15.1 The Department agrees to allow Union representatives, stewards and/or aggrieved employees reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances, provided such time away from work does not interfere with the work of the divisions involved. Such time shall not be withheld unreasonably. The Union representatives shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate superior involved before interrupting the work of an employee located at a different work site. Further, the bargaining unit shall on a contract year basis be granted an aggregate of two (2) days, without loss of pay, for the purpose of attending conventions, conferences and other necessary functions of the Union. The selected Union representative (s) shall obtain prior permission from their immediate supervisor(s) or department head prior to absenting themselves from work. Such time shall not be withheld unreasonably.

15.2 Time lost by representatives of the Union on grievance settlements or negotiations shall be paid for by the City as provided in RSA 273-A:11.

15.3 Leave of Absence With Pay. The City Manager may grant a short-term leave of absence with pay to regular employees whenever he/she considers such leave in the City's best interest. Such leave includes leaves for the purpose of attending professional conferences, work-related conventions, training, institutions, seminars and school.

15.4 Leave of Absence Without Pay. The Public Works Director, with the approval of the City Manager, may grant a leave of absence without pay for a period not exceeding one (1) month, or longer with Council approval.

15.5 Maternity/Paternity Leave. Leave for a birth in the family may be obtained by a regular full-time employee to the extent that the leave meets the requirements of the Family Medical Leave Act.

15.6 Bereavement Leave. After the probationary period, regular full-time employees are authorized up to twenty-four (24) hours funeral leave for death in the immediate family. Immediate family is defined as spouse, civil union partner, child, parent, brother, sister, father-in-law, mother-in-law, employee's grandparent or relative living in the employee's household. The Public Works Director may approve funeral leave for persons outside the immediate family and such leave shall be charged to accumulated vacation or personal leave.

15.7 Military Leave. A regular full-time employee who receives orders to report for military duty must let their supervisor know at once. Such employee will be afforded all privileges required by law. Regular full-time employees who are in the organized military guard or reserve and who are required to perform field duty will be granted one hundred and twenty (120) hours per year of military service leave in addition to vacation leave. During the period of military service leave, the City will pay the employee the difference between military pay and the employee's regular pay, the total of which can equal no more than the regular compensation.

15.8 Civic Duty Leave. Leave with pay shall be granted to a regular full-time employee for civic duty requiring appearance in court or before a public body. Pay shall be reduced, however,

by any amount the employee is paid for the civic duty. Supervisors must be notified at once of any requested civic-duty leave.

15.9 Injury Leave. Sick leave covers all injuries incurred off duty, which are not covered by Workers' Compensation. Injury leave as distinguished from sick leave shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was on duty. All employees of the City shall be covered by Workers' Compensation Insurance, either by self-insurance or by an insurance company, as the City Council may direct. In the event of an on-the-job injury, the City will pay for such period of disability absence Injury Leave to regular full-time employees equal to the employee's regular pay up to a maximum of seven (7) calendar days, for such period as insurance payments are not made under Workers' Compensation Insurance. Beyond the maximum seven (7) day period for which injury leave may be extended, the employee may be paid, after receipt by the City of satisfactory evidence of disability from a physician(s) from any accumulated sick leave the employee may have until Workers' Compensation payments begin. If Workers' Compensation coverage is later denied on the grounds that the injury was not job related, then the City shall be reimbursed by the employee for any Injury Leave payment made to the employee or the City may simply charge the Injury Leave time extended to the employee's accumulated Sick Leave to the extent it is available. If Workers' Compensation coverage is awarded retroactively or a settlement of a Workers' Compensation claim is made with the carrier which is intended to cover past salary provided to the employee by the City from Injury Leave or Sick Leave, then the employee shall reimburse the City for such Injury Leave or Sick Leave which was later covered and paid to the employee under Workers' Compensation Insurance. On reimbursement, the City shall credit the employee's Sick Leave accrual account with the amount of sick leave reimbursed. In no event will an employee be eligible to receive a duplicate regular benefit such as full Injury Leave or Sick Leave and full Workers' Compensation benefits that would provide the employee with more than the employee's weekly pay. The City shall have the right during the period of absence to be provided with an initial medical opinion and any existing medical records indicating the condition of the employee at no cost to the City and shall also have the right to require additional medical opinions at its cost.

15.10 Crime Leave. Employees who are victims of certain crimes will be permitted to leave work to attend court or other legal or investigative proceedings associated with the prosecution of the crime in accordance with the New Hampshire Crime Victim Employment Act of 2005, RSA 275:61 and the City's Crime Victim Leave policy.

ARTICLE XVI
INSURANCES

16.1 All full-time employees shall be covered by a group term life insurance benefit equal to one times the employee's annual base salary adjusted July 1 of each year, 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 Effective October 1, 2013, the City shall pay eighty-two percent (82%) of the cost of HMO High Plan (formerly described as Option II) for regular full-time employees. Those regular full-time employees selecting any other option made available by the City will be responsible for the cost differential of that option and eighty-two percent (82%) of the HMO High Plan. In the

event that eighty-two percent (82%) of the cost of the HMO High Plan exceeds one hundred percent (100%) of the cost of any other option offered by the City, no monies will be owed to the bargaining unit member.

16.3 Dental. The City shall for all regular employees pay one hundred percent (100%) of the premium for either family, two-person or single-person dental plan. In a case where an employee's spouse is also a regular employee of the City, the City will pay for one (1) two-person dental plan or one (1) family dental plan, as appropriate, so that each employee and their family, if any, receive the same coverage but not greater coverage than other employees receive.

16.4 Section 125. The City agrees to provide payroll deduction for a Section 125 and/or Union-sponsored Employee Benefit Program which may be set up by the Union and which may provide for premium conversions on a pre-tax basis with no cost or obligation on the part of the City. In addition, the City may provide up to two (2) payroll deductions for the option of a Flexible Benefit Program to fund unpaid medical/dental and dependent care cost on a pre-tax basis.

16.5 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 Appendix C. It is agreed by the parties that the City shall have the sole right to determine which company provides such disability insurance.

16.6 If regulations implementing the Patient and Affordable Care Act increase the employer's or the employee's contribution toward health insurance cost, the City will advise the Health Insurance Review Committee of such cost and they will be applied accordingly to the City or the employee as required.

ARTICLE XVII
RETIREMENT

17.1 All new full time employees must be enrolled as members of the New Hampshire State Retirement System. Some older employees are covered by the provisions of RSA Chapter 100 in the State Laws. The provisions of RSA Chapter 100-A, cover all new employees.

ARTICLE XVIII
UNIFORMS/SPECIAL CLOTHING

18.1 If special clothing, safety equipment or uniforms are required for the conduct of an employee's job, the City shall either provide them or share the cost of obtaining the items needed. The employee's supervisor will provide the necessary information as to the needs and as to the City's share of the cost.

18.2 Safety shoes/boots shall be worn by employees while on duty. The City will pay up to two hundred and fifty dollars ($250) for safety shoes/boots for an employee per contract year.

ARTICLE XIX
SENIORITY

19.1 Definition. An employee's seniority shall commence with his/her hiring day provided the employee is not discharged and is in the City's continuous employ beyond the probationary period. All employees who are not permanent shall be deemed to have no seniority status.

19.2 Forfeiture. Seniority is forfeited only by discharge, termination, resignation and retirement. In no case will seniority be interrupted or forfeited by illness, layoff (where a rehiring occurs within one year of layoff), military duty or approved leave of absence, except in cases where permanent separation from City employment results.

19.3 Layoffs. When it is necessary to reduce the number of employees on the City payroll, the City Manager shall decide which employees shall be laid off in accordance with the following provisions:

A. Layoffs shall be by job classifications within the Department; and

B. All temporary employees within the job classification in which the layoff is to occur shall be laid off before any other employees in the job classification; and

C. Probationary full-time employees shall be laid off before any non-probationary full-time employees are laid off; and

D. Among each classification of employees in which layoffs are to occur, the City Manager shall, where he/she determines all performance factors to be substantially the same, designate the least senior employee to be laid off.

19.4 Re-employment List. Employees separated from the service of the City through no fault of their own shall be placed on a re-employment list. The City agrees to maintain employees on the re-employment list for twelve (12) months following the employee's date of lay-off. An employee rehired under this circumstance shall be credited with full seniority.

ARTICLE XX
PROMOTIONS AND TRANSFERS

20.1 Posting Jobs and Vacancies. All new jobs and vacancies within the bargaining unit that the City decides to fill shall be posted on the Union bulletin board for Local 2973 members to bid on for a period of five (5) working days prior to advertising the position. The name of the successful candidate for the position shall be posted for five (5) days after the filling of the position.

20.2 Trial Period. When bidding on a new job, via promotion or transfer, the permanent employee shall have a trail period of six (6) months in which he/she may request to be reinstated to his/her previous position and if there is no disruption in the productivity of the Department, the Public Works Director may grant the request.

20.3 Bidding Restriction. No bargaining unit member who has success-fully bid on a job shall be allowed to exercise the right to bid on another job within twelve (12) months of being assigned to a newly bid job unless bidding for a higher rate of pay in another job.

20.4 Competitive Examination. The relative fitness of the applicants for appointment, or promotion within the employment of the City will be determined by competitive examination, which will include consideration and rating of any or all of the following qualifications and factors as determined and judged by the City; education experience, general adaptability, special aptitudes, physical fitness, knowledge, skills, character and such other qualifications as may be deemed necessary for the satisfactory performance of the duties of the respective position. In any cases where the City judges two or more bargaining unit members to be equally fit for appointment or promotion, seniority shall determine the appointment. In any case where the City judges a current bargaining unit member to be equally fit relative to a non-bargaining unit employee or a non-City employee, the bargaining unit member shall be first offered the appointment.

ARTICLE XXI
DISCIPLINE

21.1 All discipline shall be recorded on the form attached as "Appendix A" and a copy given to the employee within three (3) workdays from the date of discipline. Refusal of the employee to sign the form acknowledging receipt shall not prevent placement of the form in the employee's personnel file.

21.2 If the City does not follow the aforementioned procedure in the case of a suspension without pay, then it shall be deemed that the suspension is without merit. If the City does not follow the aforementioned procedure in the case of discharge, then said discharge shall be changed to a two (2) week suspension without pay, which shall be grievable.

21.3 Although disciplinary alternatives chosen by the City are not limited to the following; disciplinary actions shall normally be taken in the following order:

A. Verbal/Written Warning
B. Suspension Without Pay
C. Discharge

However, the above sequence is subject to the determination of the City depending on the severity of the offense. No employee shall be disciplined without just cause.

ARTICLE XXII
SAFETY AND HEALTH

22.1 The City shall have the right to make regulations for the safety and health of its employees during their hours of employment. The Union agrees that its members will comply with these rules and regulations relative to safety, economy and efficiency of services.

22.2 Representatives of the City and the Union shall meet at reasonable times at the request of either party to discuss such regulations and any other safety or health issues. Request for

such meetings shall not be unreasonably denied. The Union shall elect two representatives to the City's Joint Loss Management Committee (Safety and Wellness Committee) in accordance with State law.

22.3 The Union and its members agree to exercise proper care and to be responsible for all City property issued or entrusted to them during their working hours. Where the City provides safe storage, employees shall be responsible for replacing articles issued to them if the same type of article has been lost twice in the same twelve-month period. In such cases, the employee shall replace the second lost article.

22.4 An employee involved in an accident at work, however minor, must report it as soon as possible to the supervisor. An accident with a City vehicle should be reported at once to the Police Department, as well as to the supervisor. Names and addresses of other persons involved and of witnesses should be obtained.

ARTICLE XXIII
ALCOHOL & DRUGS

23.1 Employees who show up for work in an unfit condition to work because of alcohol and/or drug use will be sent home without pay and will be subject to additional appropriate discipline up to and including discharge in addition to any criminal penalties which such drug use may bring.

23.2 There is to be no drinking on the job. Alcoholic beverages are not to be brought on City premises or carried in City vehicles except at such rare instances as may be specifically authorized by the Department in controlled situations.

23.3 Employees who leave the premises of the City for an unpaid lunch are certainly on their own time but are reminded that severe discipline may occur if because of alcohol or other drugs they return to work in an unfit condition to work. The discipline range for violation of this policy will be two (2) days suspension without pay to discharge.

23.4 Employees seeking assistance for an alcohol, drug, other substance abuse or other problem that is affecting their job performance are encouraged to seek assistance through the Employee Referral Agents or other appropriate agency. Supervisors may require employees to seek help where alcohol, drug or other outside problems are negatively affecting job performance. Employees who seek such assistance may do so without fear of reprisal by the City except where federal, state, or local laws have been violated.

23.5 Employees who hold a commercial drivers license and are subject to and/or part of the City's drug and alcohol testing program will comply with and be subject to all appropriate federal, state, and local laws governing alcohol and drug use.

ARTICLE XXIV
TRAINING

24.1 When the City determines there is a need for a formal training program to train employees for skilled jobs within the Public Works Department, then such training program will be posted on the departmental bulletin boards for five (5) workdays. Employees shall submit their names to the Department for consideration for the training program. Those who put in for such training programs must possess valid licenses and/or certificates required for the job. Any employee who is selected for the training program and satisfactorily completes said program, shall be awarded certificates of completion if such certificates are part of the program.

ARTICLE XXV
TUITION ASSISTANCE PLAN

25.1 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.

25.2 The course taken 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.

25.3 The college or school attended must be fully accredited.

25.4 Tuition assistance may be applied for after your probationary period ends.

25.5 The City will loan up to one hundred (100) percent of the current tuition rate for courses at any accredited institution if approved in advance by the City Manager. The City will also loan up to one hundred (100) percent of the tuition rate at Keene High School or its equivalent on a similar basis.

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

25.7 For each course supported in part by City loans, the employee must agree to remain with the City for one year 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.

25.8 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.

25.9 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.

25.10 All features of the Tuition Assistance Plan must be stipulated in an agreement signed in advance by the employee, Public Works Director, and the City Manager.

25.11 For budgeting purposes, employees must inform in writing the Public Works Director by no later than March 1st 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 no comply with this requirement may be denied assistance under the plan.

ARTICLE XXVI
MISCELLANEOUS

26.1 The City shall provide space on bulletin boards for the posting of notices of the department addressed to the employees and notices of the Union addressed to the members in each division. The City shall locate its bulletin boards at convenient places within the department. No Union notice shall be posted in or around the City's property except on such boards and no notice shall be posted until it has been signed by the Union representative with the approval of the Public Works Director or his/her designated representative.

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

26.3 The Union agrees that the employees of the Union which it represents will individually and collectively perform loyal efficient service, that it will use its influence and best efforts to protect the effectiveness of the service rendered by the City, that it will safeguard the integrity of employee performance to the maximum extent possible, and that it will cooperate in promoting and advancing the morale of the employees and the welfare of the City. The Union is obligated to actively support the City's efforts to eliminate waste, conserve materials and supplies, uphold high standards of workmanship and safety practices, minimum absenteeism, tardiness and carelessness, and any other conditions which adversely affect or hamper the efficiency of the operations of the City and encourage the submission of improvements in cost reduction ideas.

26.4 Payroll direct deposit will be offered by the City. Bargaining unit employee participation is voluntary.

26.5 The City will reimburse all employees who hold a commercial drivers license for the difference in cost between a passenger vehicle operator license and a commercial driver's license with City required endorsements.

26.6 Vehicle and Equipment Assignment. The Public Works Department will implement a vehicle and equipment assignment procedure based on the following.

26.6.1 Each year prior to October 1st each Motor Equipment Operator I (MEO I) and Motor Equipment Operator II (MEO II) within the Public Works Department based on the most recent twelve (12) month period will be reviewed to develop a vehicle and equipment assignment list.

26.6.2 A Vehicle and Equipment Advisory Committee shall be established consisting of two (2) Motor Equipment Operators (both of which appointed by the Union), two (2) foreman (one

of which appointed by the Union), and two (2) supervisors which shall meet no less than semi-annually or at the request of any three (3) committee members to review the program to develop recommendation for improvements to be given to the Public Works Director. All recommendations will be the result of a meeting of all members of the Committee.

26.6.3 The assignment of vehicles and equipment for snow and ice control operations will be based on years of service with the City. The most senior employee will be given the right of first refusal for a particular vehicle or piece of equipment.

ARTICLE XXVII
DURATION

27.1 The duration of this Agreement shall extend from July 1, 2013, through June 30, 2015. 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 2015, or any subsequent year of the contract. If either party gives such notice in accordance with the above in 2015 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. Nothing in this agreement shall have retroactive effect unless it is specifically described as retroactive and approved as such by the City Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 4TH day of October, 2013.

CITY OF KEENE

John A. MacLean, City Manager

AFSCME COUNCIL 93, LOCAL 2973

Michael Blair, Chief Negotiator

Michael J. Martell, Union President

APPENDIX A

CITY OF KEENE PUBLIC WORKS DEPARTMENT

PERSONNEL DISCIPLINARY ACTION

NAME OF EMPLOYEE:_____

JOB TITLE: _____ DIVISION: _____

NATURE OF DISCIPLINARY ACTION:

____ Verbal Warning ____Written Warning ____Suspension ____Discharge

DATE OF INCIDENT REQUIRING DISCIPLINARY ACTION:_____

REASON FOR DISCIPLINARY ACTION:_____

_____

_____

CORRECTIVE ACTION EXPECTED: _____

_____

_____

PRINTED NAME & SIGNATURE OF SUPERVISOR TAKING OR RECOMMENDING ACTION:

_____/_____ Date:_____

PRINTED NAME & SIGNATURE OF PUBLIC WORKS DIRECTOR

_____/_____ Date: _____

****

****

I HAVE RECEIVED A COPY OF THIS COMPLETED FORM:

PRINTED NAME & SIGNATURE OF EMPLOYEE

_____/_____Date: _____

_____I AGREE WITH THIS ACTION. ____I DISAGREE WITH THIS ACTION

EMPLOYEE COMMENT: _____

_____

_____

APPENDIX B

CITY OF KEENE
NEW HAMPSHIRE

AFSCME LOCAL 2973 EMPLOYEE GRIEVANCE FORM

Name: _____ Division: _____

Position: _____ Immediate Supervisor: _____

Step II - Appeal to Public Works Director: If the employee desires to proceed with the grievance he/she must submit in writing the grievance to the Public Works Director within five (5) working days from the date the supervisor rendered their decision. This will include a description of the specific grievance, the article and section of the Agreement violated, facts involved, and suggested remedy desired. The Public Works Director shall meet with the grievant and the Union representative to discuss the grievance within five (5) workdays fro the date he/she received the grievance. The Public Works Director has ten (10) working days from date received to review and render his/her decision.

_____

_____

_____

_____

_____

_____

_____(Use additional pages if necessary)

Date received by Public Works Director or Designee: _____

Decision: _____

_____

_____

_____

_____

_____(Use additional pages if necessary)

Signature of Public Works Director or Designee: _____

Signature of Employee: _____ Date Received: _____

2002 AFSCME Grievance Form - Page 1 of 2.

Step III - Appeal to City Manager: If the employee desires to proceed with the grievance, he/she has five (5) working days from the decision of the Public Works Director to submit the grievance to the City Manager. The City Manager or his/her designee shall meet with the grievant and Union representative to discuss the grievance within ten (10) workdays from the date he/she receives the grievance. The City Manager has twenty (20) working days from date received to review and render his/her decision.

Date grievance filed at City Managers Office: _____

Distribution:

Employee - Original Grievance Form
Supervisor - Copy
Public Works Director - Copy

2002 AFSCME Grievance Form - Page 2 of 2.

APPENDIX C

DISIBILITY PLAN

Long-term Disability Insurance Plan

- 60% of gross monthly earnings, with 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.

APPENDIX D

DENTAL PLAN

Dental Insurance Plan

Coverage A	Diagnostic and Preventative 100% paid by Dental Plan
Coverage B	Restorative 80% paid by Dental Plan
Coverage C	Prosthodontics (bridges, crowns, dentures) 50% paid by Dental Plan
Coverage D	Orthodontics (braces) 50% paid by Dental Plan for dependents up to age 19 Individual lifetime maximum of $1,000 (not included in annual maximum)

Maximum Contract Year Benefit

$1,000 per person per contract year.

Eligible Persons

Full-time employees, their spouses and dependent children are eligible to be covered under this plan. A newborn child is eligible to be covered from their date of birth and may remain covered until their 19th birthday; unmarried dependent children who are full-time students are covered until their 25th birthday.