AMENDED
R-06-127

RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NASHUA, NEW HAMPSHIRE AND INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), LOCAL #2232, CLERICAL AND TECHNICAL UNIT THROUGH JUNE 30, 2009

CITY OF NASHUA

In the Year Two Thousand and Six

RESOLVED *by the Board of Aldermen of the City of Nashua* that the cost items of the attached collective bargaining agreement between the City of Nashua, New Hampshire and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Local #2232**,** Clerical and Technical Unit are approved. The collective bargaining agreement covers the period from July 1, 2005 through June 30, 2009

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NASHUA, NH

AND

U.A.W. LOCAL 2232

CLERICAL AND TECHNICAL UNIT

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Article 1
Agreement

AGREEMENT, made and entered into as of the _____ day of _____, 2006, by and between The City of Nashua, New Hampshire (hereinafter called the "City") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local # 2232, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Clerical and Technical Unit, (hereinafter called the "Union").

Article 2
Recognition

The City hereby recognizes the Union as the sole and exclusive representative of the clerical and technical employees as certified by the PELRB of New Hampshire as per Appendix A.

The City agrees that it will not discriminate against, intimidate, or coerce any employee in the exercise of their rights to bargain collectively through the Union on account of membership in or activities on behalf of the Union. The City agrees that it will deal with the Union for the purposes of bargaining with respect to wages, hours of duty and working conditions of members of the Bargaining Unit.

Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the City harmless in any such dispute.

Article 3
Discrimination

It is agreed that the City will not discriminate on the basis of sex, race, color, national origin, religion, lawful political or employee's organization affiliation, age, marital status, sexual preference, or non-disqualifying disability, or on any basis prohibited by law.

Article 4
Union Dues

An employee, who is a member of the Union, may execute a written authorization providing that a portion of their salary representing monthly dues be withheld weekly and forwarded to the Union. Upon receiving a properly executed Authorization and Assignment Form from an employee, the Local 2232 shall notify the Human Resources/Payroll Department to deduct from salary due, the amount authorized, and a copy of said form acceptable to Human Resources Department shall be furnished thereto in advance of said deduction. A copy of said form is attached as Appendix B.

Each month, a check for the amount of all dues deducted, along with a current list of members from whose salary dues deductions have been made, shall be transmitted to the Treasurer of the Union.

An employee who executes such authorization form shall continue to have such deductions made from their salary during the term the Agreement or until the Human Resource/Payroll Department, with a copy to the Union, are notified that the Authorization and Assessment Form is being revoked, and the employee thus redraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Union.

Dues deductions shall be subordinate to deductions required by law and other deductions. No deductions shall be made if an employee has insufficient salary in any pay period. The City of Nashua shall not be responsible for deducting any arrearage in dues owed to the Union by a member, or any special or other assessment by the Union, with the exception of the deduction of initiations fees if expressly authorized on the form noted above.

Deductions shall automatically terminate upon the occurrence of any of the following events:

1. Termination of employment;
2. Transfer out of the bargaining unit;
3. Lay-off;
4. Revocation by the employee of Dues Authorization.

The Unit shall indemnify and save harmless The City of Nashua in and on account of any and all claims, suits and damages arising out of, or in relation to, such dues deductions.

Article 4A
Agency Fee

An employee who elects not to pay Union Dues shall pay an agency fee for services rendered by the Union commesurate with the employee's fair share apportionment for the cost of collective bargaining, contract administration, and grievance adjustment. The City agrees to collect agency fees in the same method and manner as the collection of Union dues.

Article 5
Employee Rights

It is agreed that neither the City nor its Departments will:

A. Dominate or interfere in the formation and administration of the Union;

B. Discriminate in the hire, tenure, or the terms and conditions of employment of employees or potential employees, for the purpose of encouraging or discouraging membership in the Union;

C. Discharge, suspend, discipline, or otherwise discriminate against any employee because the employee has filed a complaint, affidavit, or petition, or given information or testimony on a grievance, as set forth in RSA 273-A;

D. Restrain, coerce, or otherwise interfere with the Union in the exercise of rights granted by statute.

It is the intention of all the parties that this article provides that the Union shall enjoy all the rights secured by RSA 273-A.

Article 6
Management Rights

Except as otherwise provided for in this agreement, the City of Nashua, its respective Boards or Commissions and officers, shall have, whether exercised or not, all the rights, powers, and authority vested in it by virtue of the Statutes of the State of New Hampshire and the Nashua City Charter and Ordinances, now or hereinafter enacted including, but not limited to, the rights to:

A. Control the management and administration of the City of Nashua;

B. Hire, promote from within, transfer, assign, retain, layoff, and direct employees within the City of Nashua;

C. Suspend, demote, discharge and take other disciplinary actions against employees for just cause**;**

D. Issue, modify, and enforce Rules and Regulations which do not expressly violate the terms of this Agreement.

E. Determine the methods, means, and personnel by which the City of Nashua's operation are to be conducted, as well as to determine those operations and to assign duties, hours, and responsibilities to its employees accordingly;

F. Exercise control and discretion over the City of Nashua, it organization, and the technology or lack thereof of performing its work;

G. Determine the standards of selection for employment and the standards of service to be offered by the City of Nashua;

H. Assign Union employees to work in any job classification as needed, in the judgement of the appropriate supervisor or manager.

I. Exercise managerial policy, as set forth in RSA 273-A;

J. Schedule the hours and days of work whether for emergency purposes or not.

The foregoing Management rights are set out for purposes of illustration and not limitation; the City of Nashua retains all such rights, powers, and authority, whether exercised or not, conferred upon it by law.

Article 7
Strikes and Work Stoppages

The Union shall not instigate, sponsor, or encourage any activity or action in contravention of the provisions or intent of the Agreement.

No employee shall, alone or in concert, engage in, initiate, sponsor, support or direct a strike, work stoppage, or refuse in the course of employment to perform assigned duties; or withhold, curtail or restrict services or otherwise interfere with the operations of the City of Nashua or encourage others to do so; or engage, or participate in any other form of job action.

Article 8
Work Week and Work Schedule

A. The work week shall consist of seven (7) consecutive twenty-four (24) hour periods and shall stay consistent with current practice.

B. The normal work schedule shall consist of five (5) consecutive eight (8) hour work days.

C. Employees engaged in continuous operations such as BPW, and other jobs where employee's are ordered on call at any hour of the day, shall have regular working hours and regular work weeks to suit specific jobs in these continuous operations as practiced as of the date of execution.

D. The City may establish working hours for jobs having other than normal requirements.

E. Any change in the regular work schedule hours shall be the subject of discussions between the Union and the City before being implemented. This subsection shall not be construed to reduce or impair managements authority pursuant to the article entitled "Management Rights" supra.

Article 9
Overtime

Overtime may be required of all employees. Compensation therefore shall be paid as required by the Fair Labor Standard Act and other pertinent law. Nonexempt employees called in from home to work shall receive a minimum of three (3) hours pay therefore at the applicable rate. Employees who are "on call" or subject to the provisions of a written procedure established by management requiring periodic work outside their regularly scheduled hours shall be paid any additional pay provided for in such procedures.

For any employee in the Public Works Division, time and one half the employee's regular hourly pay shall be paid for work assigned and performed in excess of eight (8) hours in a work day, or in excess of forty (40) hours in a work week. Paid Earned Time, paid holidays, military active duty for training, jury duty, bereavement leave, or other excusable reasons of similar urgency, shall be considered as time worked for the purpose of computing overtime pay.

When Park Department foremen go on permanent night shift assignment, all overtime for these employees in the Park Department will be based on the premium rate of pay (base pay plus shift differential) for all overtime work performed.

Overtime shall be allocated within a department on a rotating basis starting with the most senior qualified employee. The next round of overtime shall begin with the next senior employee not previously contacted for overtime. Once the list is at the bottom (least senior employee) the list will

start again with the most senior. All qualified bargaining unit members in the division shall be offered overtime before members of other units.

Notwithstanding the foregoing, overtime in emergency situations shall be assigned as determined by management in order to best address the emergency. In this event, employees required to work overtime for the emergency will be skipped over the next time they would be eligible for non-emergency overtime.

For the purposes of this section, seniority shall be calculated on the same basis as Job Posting/Lay-offs and Recall.

The City and the Union will jointly maintain an updated overtime rotation list. The Union will provide the City with any changes in contact information. These changes will be made to the list as soon as they are received from the Union. Any errors in allocating overtime will be corrected immediately by placing the missed individual at the top of the overtime list and giving him or her the next overtime opportunity. This subsequent opportunity will be offered for the same number of hours as the missed opportunity. The employee's original position on the overtime list will not change with this action. Corrections of errors in allocating overtime shall be handled in this manner not more than once per individual employee per fiscal year.

Employees who agree to be "on call" shall be compensated one (1) hour of overtime rate (time and a half) per day. The employee will be issued a pager and respond to it if paged.

Overtime opportunities for street foremen shall be as follows:

List A: Street Foremen
List B: Other Street Department Foremen
List C: Other qualified UAW employees in the Street Department
List D: Park Department Foremen
List E: All other qualified UAW employees

Snow overtime opportunities for street foremen shall be as follows:

List A: Street Foremen
List B: Other Street Department Foremen
List C: Other Snow Route Foremen, not in the Street Department
List D: Other qualified UAW employees in the Street Department
List E: Park Department Foremen
List F: All other qualified UAW employees

In the event that no one volunteers for duties relative to snow operations, any new UAW employee hired or promoted on or after June 2, 2003 is required to be available for snow-related overtime and will be assigned by reverse seniority on a rotating basis.

Anyone who is on Earned Time Leave or who is under medical restrictions or who has reasonable justification for not being available shall not be required to accept overtime assignments.

The City shall provide the Union with the qualifications necessary to assume, on a temporary basis, the duties of a snow route foreman, and once an employee has been determined to have these qualifications, the employee shall be included in List F.

The City shall provide any necessary training to allow employees to become qualified for these snow operations.

Article 10
Seniority

Seniority shall be defined as the continuous length of service with the City of Nashua. For the purpose of Lay-offs, Recall and Job Postings seniority shall be in accordance with the following:

Three points [3] shall be awarded for each completed year an employee works in a specific department.

Two points [2] shall be awarded for each completed year an employee works in a specific division, and out of the department.

One point [1] shall be awarded for each completed year an employee works for the City and out of the division, and out of the department.

Seniority shall be based on the total number of points an employee has accumulated.

For an example an employee with eleven years with the City in continuous service, and as follows:

department	division	city
5	3	3

would have 24 points [5x3+3x2+3x1].

The City shall furnish the Union Chairperson with an up-to-date Seniority List on a quarterly basis. The City will also furnish the names of all new hires, promotions, layoffs and terminations on a weekly basis.

Seniority shall be broken for the following reasons:

a) If the employee quits or retires.

b) If the employee is discharged for just cause.

c) If the employee is laid off for a period of time greater than two (2) years.

Until an employee has served the probationary period, the employee has no seniority status and may be discharged or laid off without cause. Upon successful completion of the probationary period, seniority will accrue retroactively to the date of hire.

The employee shall accumulate seniority while on an authorized leave of absence.

Article 11
Grievance Procedure

In the event that differences arise with respect to any provision of this Agreement, an earnest effort shall be made to settle such differences promptly in the following order and manner:

Step I An employee shall present an oral grievance with or without the assistance of the Union to the employee's immediate supervisor. The supervisor shall respond to the grievance within five (5) working days. If the grievance is not settled at this step, the grievance may proceed to the next step. The employee will be paid at the employee's regular rate of pay for time spent presenting the oral grievance, if during work hours. Any resolution of the grievance shall not be inconsistent with the terms of this agreement. The Union shall be notified of the resolution of the grievance.

Step II The grievance shall be set forth in writing on the form as provided in Appendix C.

The grievance must be signed by the aggrieved employee and Union Representative, and presented to the employee's Department Head within five (5) working days after receipt of the supervisor's decision in step I.

The Department Head will be given five (5) working days after the receipt of the grievance to have a meeting with the aggrieved party and communicate a decision in writing to the Union. If the grievance is not settled to the satisfaction of the employee and the Union, or if no reply is communicated after the five (5) working days, the grievance may proceed to Step III.

Step III The Union will inform the Division Director and Human Resources Manager of the grievance, in writing and within five (5) working days of the Department Head's

decision or lack thereof. The Union shall provide the Division Director and Human Resources Manager with copies of all prior communications. The Division Director and/or the Human Resources Manager will be given ten (10) working days to jointly meet with the union representative and communicate a written decision to the Union. If the grievance is not settled to the satisfaction of the employee and the Union, or if no reply has been communicated after the ten (10) working days, the grievance may proceed to Step IV for positions governed by an established Board of Commissioners (Fire, BPW, etc.) and to Step V for all others.

Step IV The Union will inform the Board of Commissioners of the grievance, in writing and within five (5) working days of the Division Director's decision or lack thereof. The Union shall provide the Board with copies of all prior communications. The Board of Commissioners will be given twenty (20) working days to meet with the union representative, with or without the aggrieved party, and communicate a written decision to the Union. If the grievance is not settled to the satisfaction of the employee and the Union, or if no reply has been communicated after the twenty (20) working days, the grievance may proceed to Step V.

Step V Within thirty (30) working days of the Division Director's and/or Human Resources Manager's, or applicable Board of Commissioners decision, or expiration of the decision period, the Union will have the option of submitting the grievance to arbitration. The Union shall inform the Human Resources Manager in writing of its decision to arbitrate.

The choice of Arbitrator shall be by agreement of the two parties. However, if no such agreement has been reached within ten (10) working days notice of intent to arbitrate, the grievance may be referred to the Public Employee Labor Relations Board for the selection of the arbitrator in accordance with the procedures then obtaining. All decisions of the arbitrator shall be binding. The arbitrator shall have no authority to award a monetary remedy hereunder other than for lost compensation which would have been otherwise received pursuant to the terms of this agreement.

The operation of this grievance and arbitration agreement shall be subject to the provisions of Chapter 542 of the New Hampshire Revised Statutes Annotated.

Time Limitations

The times for taking action stated above may be extended by mutual consent in writing, but all the steps of this procedure shall be handled as expeditiously as possible with a view to promoting and maintaining harmony. Request of either party for extensions of time shall not be unreasonably denied.

Failure at any step of this procedure by the City to communicate a decision in writing on a grievance within the time specified shall permit an appeal of the grievance to the next step. Failure at any step

of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step.

Right to Withdraw
The aggrieved party has the right to withdraw the grievance at any time during the proceedings.

Union Representation
The City will allow the grieved party reasonable time to meet with Union representatives for the purpose of discussing the grievance. Whenever possible, the Union representative will notify their immediate supervisor when they are meeting with the grieved party.

Fees
The fees and expenses charged by the arbitrator shall be shared equally by the City and the Union.

Mediation
Grievance Mediation may take place, at no cost to either party, in the grievance procedure at any time if agreed by both parties. Either party may submit a request to the other requesting Grievance Mediation. The parties may use any mediator or service, including the Federal Mediation and Conciliation Service or may agree to mediate without a third party.

Article 12
Job Posting/Lay-Offs/Recall

Each position shall be defined by a Position Description Form (PDF). All PDFs shall be reviewed and evaluated and assigned a grade. The Union shall have input in the PDF process and shall be notified when any PDF is being created, under review, being reevaluated or has been requested to be reevaluated.

Effective upon the ratification of this agreement, the City and the Union agree to meet and discuss the criteria for use in determining upgrades for positions and the procedures by which employees may request to have their PDFs reviewed for possible upgrade.

Eligibility: All vacancies in positions within the bargaining unit will be subject to the posting procedures specified in this Article. When filling vacancies for positions covered by this Agreement, current regular full-time and part-time UAW bargaining unit employees who have completed their probationary period are eligible to apply for a vacant position.

General Posting Policy:
Internal Postings - A notice of position vacancy shall be communicated to all UAW bargaining unit employees. The notice of position vacancy will be distributed to every department and posted on the City's bulletin boards for five (5) working days to allow qualified eligible employees to apply. The notices will include information on job title, grade, salary/hourly rate, department, brief description of the job content, and position qualifications. If after the posting of the notice, no qualified

employee has applied, the notice of vacancy shall be posted externally in accordance with the Human Resource Department requirements.

Within 60 days of a permanent opening, the City shall either post the position and fill it as stated above or eliminate the position with such notice to the Union. The City can request an extension of time to fill an opening, which will not be unreasonably denied by the Union.

The settlement agreement concerning job postings Dated July 25, 2005 (Appendix F) is incorporated into this agreement.

Selection of qualified candidate:
The hiring manager shall make the final decision when filling the position; however, the guidelines for filling any open position prior to commencing work are based upon the employee's ability, qualifications, experience, background check, and/or a driving record check and the ability to successfully pass a physical examination, if required for the vacant position. The best qualified candidate shall be selected. Where qualifications between applicants are relatively equal, seniority as calculated in Article 10 will be used to award the position.

The notice for vacant positions shall not be posted, externally, until all internal applications have been reviewed and/or interviewed.

Each new employee shall receive a copy of the current Collective Bargaining Agreement covering the position (via electronic copy if appropriate) and be permitted reasonable time to meet with a Union representative.

The City shall notify the Union (via email if appropriate) of each new employee as they are hired, including the employee's name, address, position title, department, and work location within five (5) business days of their employment with the City.

Promotional Opportunities:
A promotional employee shall have a performance evaluation completed at least once during the probationary period. Should the promotional employee's performance be unsatisfactory, or should the promotional employee find the job unsatisfactory anytime during the promotional probationary period, the promotional employee shall be entitled to return to the position from which promoted within thirty (30) days of the promotion, unless extended for an additional thirty (30) days by management.

Probationary Period:
The probationary period for all new hires will be at least ninety (90) calendar days and may be extended by management in order to provide the employee additional time to be successful. In no case will the probationary period be more than 180 days. For promotional employees, the probationary period is 30 calendar days, unless extended as above.

Rate of Pay:

Persons appointed to positions for the first time shall be paid an amount within the established range for the position.

Lay-Off Provision:
Management reserves the right to lay-off employees as deemed necessary to conduct its operations. In the event of layoff management will give 30 days written notice to affected employees. When making layoff decisions, such factors as job performance, absenteeism record, and workload of personnel will be considered. If management finds all factors to be reasonably equal for the employees subject to layoff, then reverse seniority shall be utilized in making the layoff decision. In cases where an employee has five (5) or more years of seniority, the employee shall be eligible to bump the least senior employee remaining in a position class series in his/her department for which he/she is qualified, if any. In the event that there is no one available to bump in the department, the employee may exercise the same bumping rights in their division.

Recall Provision:
Laid off employees shall be eligible for recall for a period of two (2) years from the date of layoff. A laid off employee shall be given preference for any position which he/she may be qualified during said period. Recalled employees must be qualified for the position to which recalled. The Human Resource Department shall send notices of other position vacancies to all employees eligible for recall to their last known address.

Article 13
Distribution of this Agreement

Upon final execution of this Agreement, the City shall print and distribute or distribute via email an initial copy of this Agreement to all unit members in the employ of the City as of the execution date. The Union shall be responsible for distributing a copy of the Agreement to all unit members hired after the date of execution.

Article 14
Holidays

Employees covered under this agreement shall receive straight time wages and not be required to work on the following holidays, except as otherwise provided in this article:

New Years
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Christmas
Presidential Election Day [every four years]

In addition to the above days, three (3) holidays shall be determined by the Mayor in January of each year.

Employees working in the Public Works Division shall have the same holidays as those specified in Article 15A of the collective bargaining agreement between the Board of Public Works of the City of Nashua and Local 365 of the American Federation of State, County and Municipal Employees, AFL-CIO, provided that the total number of holidays shall be no less than holidays listed above.

Employees required to work a holiday shall receive one and one half (1.5) their usual straight time rate of pay for hours worked. In addition they shall receive holiday pay unless, prior to submission of the weekly payroll, the employee requests in writing to take the holiday time off on a scheduled work day satisfactory to management, within three (3) months from the date of the holiday.

When a holiday occurs during scheduled time off, the holiday shall be paid at straight time and the employee will not be charged with earned time for that day.

Article 15
Unpaid Leaves

A leave of absence is an unpaid, excused absence approved in advanced by the employees immediate supervisor, department head, division director and the Human Resource Department. Employees on a leave of absence shall receive no pay from the City.

Request for leave of absence shall be documented for approval on a personnel action form. The City shall have no obligation to grant unpaid leave of absences, but will endeavor to do so where reasonable and consistent with its operational needs.

Failure on the part of an employee on a leave of absence to report at its expiration, shall be cause for termination of employment.

An employee on a leave of absence should not accept employment or conduct a business unless the activity was previously approved by the Human Resource Department.

Employees who are absent because of non-occupational illness or disability may be granted unpaid leave of absence after the expiration of all benefits, earned time and sick pool leave to which the employee is entitled.

Employees shall not be entitled to bereavement leave pay while on an unpaid leave of absence.

Earned time benefits will not accrue for the employee on an unpaid leave.

Payment of Health, Dental and Life Insurance Benefits While on Unpaid Leaves

During a leave of absence for personal illness, the City will continue to pay its portion of health, dental and life insurance premiums, for up to six [6] months. The employee will continue to pay their portion of the premiums during that period, and thereafter shall pay 100% of the cost to continue coverage.

Payment of group insurance premiums during a leave of absence must be arranged in advance with the Human Resource Department and the Risk Management Department.

Article 16

Bereavement Leave

The City permits absence from scheduled work with pay necessitated by death in your immediate family, up to a maximum of three (3) regularly scheduled workdays at their straight time rate of pay per occurrence.

The immediate family includes the employee's spouse or domestic partner and the following relatives of the employee or employee's domestic partner: children, brother, sister, parents, grandparents, grandchildren. The term child includes the loss of the fetus after the second trimester of the pregnancy.

The City permits absence from scheduled work with pay necessitated by death of an employee or employee's spouse's or domestic partner's aunt or uncle, or the loss of a fetus after the first trimester of the pregnancy, for one (1) regularly scheduled workday at their straight time rate of pay per occurrence.

Employees may be required to submit official notice or medical verification to substantiate the bereavement leave request.

Employees on a scheduled leave of absence are not eligible for bereavement leave pay.

In the event the death for which leave is taken occurs during use of Earned Time, in accordance with Article 41, and the employee desires to take bereavement leave during that period of the usage of Earned Time, the bereavement time taken during the use of Earned Time shall not be charged against the employee's Earned Time accruals.

Article 17

[Deleted]

Article 18
Jury Duty Pay

All persons covered under this agreement which are called upon to serve as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost due to the jury duty.

Article 19
Workers' Compensation

Workers' compensation shall be provided by the City with coverage as specified in legislation of the State of New Hampshire.

In the event an employee is injured on the job and is collecting workers' compensation, the City agrees to:

1- pay the employee each week, the payment will include the difference between the amount they are paid under Worker's Compensation and the amount of the employee's pay for their regularly scheduled work week as in effect at the time of the injury.

2- make such supplemental payments for as long as the employee is disabled, but in no case longer than six (6) months from the date of injury.

3- continue to accumulate all benefits [earned time] during the period in which the employee is out on Workers' Compensation, up to six (6) months from the date of injury.

An employee injured while on the job and absent because of such injury shall be paid by the City for the full day which the injury occurred.

Article 20
Tuition Reimbursement

Effective July 1, 2005:

The City shall contribute the sum of eighteen thousand dollars ($18,000.00) per fiscal year to a "tuition account", a combined account for Professional and Clerical/Technical employees covered under their respective collective bargaining agreements with UAW Local 2232. Tuition

reimbursement will be available to employees who are laid-off but have received approval for and commenced taking a course prior to their layoff. The tuition monies will be administered by the Human Resource Department. Funds will be disbursed on a first come, first served basis.

Effective July 1, 2006:

The City shall contribute the sum of twenty four thousand dollars ($24,000.00) per fiscal year to a "tuition account", a combined account for Professional and Clerical/Technical employees covered under their respective collective bargaining agreements with UAW Local 2232. Funds that are not used in any year will remain available in subsequent years until spent. Tuition reimbursement will be available to employees who are laid-off but have received approval for and commenced taking a course prior to their layoff. The tuition monies will be administered by the Human Resource Department. Funds will be disbursed on a first come, first served basis.

Reimbursement is as follows:

Seventy five percent (75%) for courses taken in a work related degree or certificate program,
Seventy five percent (75%) for work related courses, and

Fifty percent (50%) for courses taken in a non-work related degree or certificate program, and
Fifty percent (50%) for "other" courses, non-work related, non-degree provisions pursuant to the following:

Forms for the "other" courses must be submitted to the Human Resource Department by June 1st of each year. Monies will be disbursed on a first come first served basis and as funds permit. No monies for "other" courses will be disbursed prior to June 1st of each year.

Reimbursement eligibility is in the order set forth above to the limit of available funds. All courses must be approved in advance by the Human Resources Department in order to be eligible for reimbursement. Any single individual employee may utilize up to one-quarter of the total tuition account per fiscal year. However, if such an employee would be entitled to additional reimbursement but for this limit, and there is any money remaining in the tuition account at the end of the fiscal year, said employee can request additional reimbursement. The Human Resources Department will develop such administrative policies and forms as may be needed from time to time to efficiently administer this program.

Reimbursement is subject to the following:

Students enrolled in a bachelors degree, associates degree or certificate programs and students taking non work related courses must achieve a "C" or better in the course to be reimbursed.

Students enrolled in graduate studies must achieve a "B" or better in the course to be reimbursed.

Students enrolled in "other" courses, including courses without grades, must show documentation of completion of the course.

Mandatory Courses

Courses required to be taken by the City of Nashua, shall be reimbursed at one hundred percent of all tuition, lab, registration and related expenses. The City shall fund all expenses separate of the "tuition account" described above.

Article 21

Alternative Schedules

Employees shall ordinarily work five (5) eight (8) hour days per week as scheduled during normal city business hours by management. Employees may request alternative schedules. In the event that City operations warrant, management may establish alternative schedules. If alternative schedules are not established for all employees performing the same duties, those employees concerned may select the schedule they prefer on the basis of seniority up to the number of employees to be assigned the alternative schedule.

Article 22

Long Term Disability (LTD)

Full time employees and part time employees working twenty (20) or more hours per week who are covered by this agreement and who have been employed by the City for one (1) year on an uninterrupted basis except by reason of layoff, on the job injury or approved leave of absence, shall be covered for long term disability under a policy of insurance, the premium for which is to be fully paid by the City, subject to such eligibility requirements and other terms and conditions as the carrier may establish. The City reserves the right to change long term disability insurers to another commercially available program having overall comparability of coverage to that currently in effect on the date of execution hereof, or to self insure said coverage. Employees are encouraged to maintain adequate earned time balances to cover the elimination period for the long term disability benefit in the event a claim is made.

Article 23

Health Insurance

The City shall provide, subject to the provisions of this article, upon request of an eligible member of the bargaining unit, the amount of the premium specified below for an individual, two person, or

family plan, of one of the following, if available, or a comparable plan if the following plan(s) are not available:

(a) Point-of-Service-Plan with benefits comparable to those currently provided;

(b) HMO Plan; or

(c) The city may make additional plans available to members with benefit levels and premium cost sharing determined by the city in its sole discretion.

Provided that any employee who is enrolled in an indemnity plan with the city on the effective date of this agreement shall be allowed to continue that indemnity plan. However, no other employees shall be allowed to select the indemnity plan.

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties concerned that the city reserves and shall have the right to change insurance carriers provided the benefits to participants are comparable and the city elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a "comparable" plan to either option "a" or "b", it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later that thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

Comparable Plan Definition: For the purposes of this Article, a comparable plan means no additional out-of-pocket increases to employees and no reduction in current benefits and at least 90% of the current physicians, including specialists and hospitals.

For the duration of this Agreement, either party to the Agreement may request that a joint labor/management committee be convened to consider the performance of the aforementioned plans and any changes thereto.

Effective July 1, 2005: For eligible members, the City shall contribute 85% of the premium for option (a) and 95% of the premium for option (b). The City shall contribute toward the premium of the city indemnity plan the same dollar amount it contributes toward the premium of option (a).

Effective July 1, 2006, or the date on which all City merit employees are on the following cost sharing arrangement, whichever is later: For eligible members, the City shall contribute 80% of the

premium for option (a) and 90% of the premium for option (b). The City shall contribute toward the premium of the city indemnity plan the same dollar amount it contributes toward the premium of option (a).

All plans offered by the City shall have the following co-payments:

(a) Medical Visits - $10.00

(b) Emergency Room Hospital Visits each year of the contract:–

$50.00 for the first 3 visits per subscriber;

$100.00 for the next 3 visits per subscriber;

$50.00 for each subscriber visit thereafter.

Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of a HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the extent permitted by the plans.

Regular part time employees working a minimum of 20 hours per week are covered by the provisions of this article 23 on a pro rata basis. The proration is based on the ratio the employee's regular weekly work hours are to 40 hours. The proration applies to the City's premium contribution.

For the duration of this agreement, the parties agree to participate in a joint labor/ management committee with other city and school district bargaining units to develop proposals to modify the health insurance programs offered by the city in order to control the costs of those programs for the benefit of the city and its employees.

Article 24

Dental Insurance

The City shall pay one hundred (100%) percent of the premium of a two person plan dental insurance program such as Delta Dental, currently in effect on the date of execution hereof. The City reserves the right to change insurance carriers or plans, or to self insure the same. Such new plans shall offer benefits commercially available in the market and shall have overall comparability of coverage to the above referenced plans to the extent said coverages are commercially available.

Regular part time employees working a minimum of 20 hours per week are covered by the provisions of this article 24 on a pro rata basis. The proration is based on the ratio the employee's regular weekly work hours are to 40 hours. The proration applies to the City's premium contribution.

Article 25
Life Insurance

The City agrees to pay one hundred percent (100%) of the premium cost of a Basic Life Insurance and AD&D for full time employees and part time employees working twenty (20) or more hours per week only, in an amount equal to one and one half (1.5) the employee's annual straight time wages, rounded to the nearest thousand dollars. Employees may purchase at their expense optional life insurance in denominations of up to three times their basic amount to a maximum of three hundred thousand ($300,000) total, basic and optional combined, subject to any eligibility or other rules prescribed by the insurer. The City reserves the right to change life insurance providers.

Article 26
Dependent Care Assistant Program

Employees with dependents may be eligible for the Dependent Care Assistant Program as authorized by the Federal Government. The program allows a city employee up to a $5,000 a year deduction from earnings without taxes [Federal, FICA] to be used for dependent care. The City agrees to maintain this program in effect during this agreement so long as the same remains authorized in its present form by the Internal Revenue Code. Compliance with the Internal Revenue Code and any and all liability for taxation are the sole responsibility of the employee.

Article 27
Pay Period

The pay period will run from Sunday through Saturday, and all employees covered under this agreement shall be paid on a weekly basis, Thursday of each week, unless a holiday falls on such day, in which case pay day will be the day prior.

Article 28
Retirement System

Employees covered under this agreement shall join the New Hampshire Retirement System, if and when eligible to do so, in accordance with the rules of that system, unless they are employee's of the Department of Public Works. Department of Public Works employee's shall join the Department of Public Works retirement system, if and when eligible to do so, in accordance with the rules of that

system. The City and the employee's agree to comply with all rules and regulations of the pertinent system, including contribution rates, as established from time to time. If entry requirements for the DPW system are lawfully modified this article will be modified to reflect such a lawful change.

In the event that the city employees represented by AFSCME opt to change their pension plan for new hires to join the state plan, or if the current DPW system is changed [for new hires] by ordinance, the Union agrees to meet with the City and discuss implementation of the said changes.

Article 29
Military Service

Any full time employee covered under this Agreement who leaves to enter directly into involuntary active service in the Armed Forces of the United States is granted a military leave of absence for the anticipated length of service. A Military leave of absence entitles an employee to be reinstated to the position held, or one similar in pay and status, so long as the employee provides notice of his/her desire to resume such employment within thirty (30) days of discharge from the armed forces and the employee accepts such discharge at the earliest possible date.

Article 30
Military Reserve and National Guard Pay

Any full time employee covered under this Agreement called to serve not more than a seventeen (17) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his or her pay for such government service and the amount of straight time earnings lost by the employee by reason of such service, based on the employee's regularly scheduled straight time rate. Such payments are to be made following the showing of satisfactory evidence of the amount of pay received for such service.

An employee covered under this Agreement called to serve duty with the National Guard or Armed Forces Reserves in the time of war or national conflict will be paid the difference between his or her pay for such government service and the amount of straight time earnings lost by the employee by reason of such service, based on the employee's regularly scheduled straight time rate. Such payments are to be made following the showing of satisfactory evidence of the amount of pay received for such service.

Article 31
Deferred Compensation

The City will continue to offer a deferred compensation plan to all employees covered under this contract during the term hereof so long as it is authorized to do so in the present manner under the Internal Revenue Code. Deferred compensation allows the employee to defer income and the

associated taxes from their paycheck, until they receive the money sometime after retirement. Compliance with the Internal Revenue Code and any and all liability for taxation are the sole responsibility of the employee.

Article 32
Mileage Reimbursement

Use of City owned vehicles
If you are assigned a City-owned vehicle and are allowed to take the vehicle home at night and on weekends, the Internal Revenue Service has ruled that the personal use of the city owned vehicle, that is commuting back and forth to work and any other non-work use, is subject to federal withholding and social security tax, where applicable. This rule does not apply to emergency vehicles specifically police and fire vehicles.

The deductions therefore will be made weekly, based on an annual evaluation of the value of the personal use of the vehicle. The personal use value shall be as required by the Internal Revenue Code and Regulations.

The multiplier used to determine the employees deduction shall be the current Internal Revenue Service mileage reimbursement rate.

Fixed mileage reimbursement
If by nature of your job description you are required to use your privately owned vehicle the following reimbursement schedule shall be implemented.

For the purposes of this section the fixed rate schedule shall be based on an annual budgeted item then divided into equal monthly payments. The fixed rate mileage reimbursement figures are based upon the employees daily percentage of time in the field.
The following monthly payment schedule per employee, computed on a yearly basis:

Building and Utilities Inspectors	$380.00
Code Enforcement Officers	$255.00
Engineering Inspectors	$380.00

Any $0.50 per gallon increment increase or decrease over the American Automobile Association (AAA) published average price of a gallon of gasoline as of July 1, 2006 will result in a ten dollar ($10.00) increase or decrease in the monthly flat rates. Provided, however, that the rates shall not go below those stated in the above schedule.

Building and Utilities Inspectors shall include the Assistant Building Inspector(s), but only when they are required to perform inspections. The amount shall be prorated on a daily basis, for the number of days when they are required to perform inspections.

Employees who are currently covered under the above payment schedule, and who have worked and been paid overtime, may submit mileage reimbursement in accordance with the IRS reimbursement rate for the overtime hours.

All employees in the positions stated above who, at the date of the signing of this collective bargaining agreement, currently use their privately owned vehicle, shall be allowed to continue to do so through June 30, 2008.

Employees on an unpaid leave, out on long term disability, or on Earned Time Leave for more than ten consecutive days will not receive mileage reimbursement for the month(s) missed and will receive prorated reimbursement for months partially attended.

All others not covered by this section should be reimbursed at the current city mileage reimbursement rate or the current Internal Revenue Service mileage reimbursement rate whichever is higher.

Article 33
Travel

Occasionally employees travel as part of their duties. When the need for travel occurs the City shall pay all cost related to the travel. Cost shall include, but not be limited to: transportation cost [plane, train, automobile rental [if required], automobile at the prescribed mileage rate, etc.], meals including tax and tip, lodging [including all taxes and a five (5) minute phone call home each night] and other reasonably related miscellaneous expenses.

Travel mileage payments shall be computed by the Financial Reporting Office in accordance with the approved travel tables prepared by the New Hampshire Department of Transportation and Rand McNally.

Article 34
Personnel File

Every employee covered under this Agreement shall be entitled to access to supervisory records and reports of competence, personal character and efficiency, along with all other information maintained in their official personnel file. The City shall allow the employee access to their file within twenty four (24) hours notice. Upon request the City shall copy the file for the employee. Subsequent copies will be made at cost.

Article 35
Protective Clothing

The City shall provide employees with all legally required protective clothing at City expense. The City will, in its reasonable discretion, provide protective clothing and equipment to employees performing operations in departments where it determines that such clothing and equipment will enhance employee safety or comfort.

In addition, the City will provide employees with a clothing allowance adequate to purchase four (4) sets of uniforms per year in departments where uniforms are required.

Article 36
Performance Evaluations

Performance evaluations shall be completed annually by the employees direct supervisor on or about June 30th of each year. The employee will not be required to sign said evaluation until such a time as all reviewing persons have had a chance to comment.

The City and the Union (both UAW units) shall form a six (6) person committee made up of three (3) Union members (with at least one member from each UAW unit) and three (3) City (management) members. This committee shall review the existing employee evaluation forms, which shall be used in the interim. Any recommendations by a majority of the committee on changes to the evaluation form shall be implemented for the following evaluation year.

Progress reviews shall take place midway before the annual evaluation indicating whether or not the employee is meeting the goals and objectives established at the beginning of that fiscal year.

Article 37
Wages

Effective July 1, 2005, or date of hire, whichever is later, all employees will remain at their current step on the compensation schedule attached as Appendix D.

,Effective November 1, 2006,increase the compensation grid by $750.00 for all employees. Effective July 1, 2006 increase the compensation grid by 1.0%, with all employees on the grid receiving the corresponding increase as of July 1, 2006 or date of hire, whichever is later.

Eligible employees who receive a satisfactory job evaluation on June 30, 2006 will receive a one step increase on July 1, 2006

Effective July 1, 2007, increase the compensation grid by 1.0%, with all employees on the grid receiving the corresponding increase as of July 1, 2007 or date of hire, whichever is later.

Eligible employees who receive a satisfactory job evaluation on June 30, 2007 will receive a one step increase on July 1, 2007.

Effective July 1, 2008, increase the compensation grid by 1.0%, with all employees on the grid receiving the corresponding increase as of July 1, 2008 or date of hire, whichever is later.

Eligible employees who receive a satisfactory job evaluation on June 30, 2008 will receive a one step increase on July 1, 2008.

In the event that an employee has not completed a satisfactory evaluation on June 30 of a fiscal year, the supervisor may, at his or her discretion, extend the employee's evaluation period for a period not to exceed 3 months. At the completion of that period, the supervisor will conduct an evaluation to determine if the employee has completed the goals for which he or she is being evaluated. If the employee then receives a satisfactory evaluation, he or she will be eligible to receive the step raise.

In the event that an employee is reclassified to a higher position within the bargaining unit, he or she will be eligible to receive the step raise regardless of the effective date of the reclassification.

Any newly hired employee or any employee promoted on or before December 31 of any calendar year will be eligible for a step raise provided that they receive a satisfactory performance evaluation for that evaluation period.

A list of initial grade assignments is attached as Appendix E. It is agreed that, during the term of this agreement, new positions may be created or grade assignments may change due to reclassifications. The City will pay the employee based on the new grade assignment.

Provision applicable to the FY2006-FY2009 contract:
If any city bargaining unit or other group of city employees receives a more favorable wage and health care package, the Union may open the wage and health care portions of this agreement for renegotiation.

Article 38
Parking Garage

All employees covered under this Agreement shall be allowed to park at no cost to the employee in a City owned or leased lot or garage.

Article 39
Bulletin Boards/Mail

Bulletin Boards
The City agrees to provide space for suitable bulletin boards in convenient places in each work area, to be used by the Union. The Union shall limit its posting of notices and bulletins to each bulletin board. Posted materials and notices shall pertain only to union business. The Union agrees to maintain such bulletin boards in a neat and orderly condition.

Mail
Officers or officials of the Union shall have the right to reasonable use of the City's in-house mail service for correspondence related to grievances.

Article 40
Disciplinary Procedures

A. It is agreed that the City has the right to discipline or discharge employees for just cause. Discipline shall be corrective in its nature and ordinarily utilized progressively. Disciplinary actions shall normally follow the order below:

1. Verbal warnings
2. Written warnings
3. Suspensions without pay
4. Discharges

Demotion may be used for disciplinary purposes in appropriate instances. In the event of suspension, demotion, or discharge, the reasons for the action taken will be given in writing to the employee within 24 hours.

It is understood that the severity of any particular infraction may warrant deviation from the aforementioned steps.

B. Any employee disciplined or discharged shall, be entitled to the provisions of the Grievance Procedure, and will be allowed a representative of their choosing. If requested in writing by the employee, a hearing must be held with the Union, Division Director and the Human Resource Manager within seven (7) calendar days of the disciplinary action or discharge.

C. Provided that the employee has not had recurrence of discipline within the specified period, written warnings will be removed from the employee's personnel file after twelve (12) months upon a written request from the employee for such removal and all suspension shall be removed within two (2) years upon written request. The prior unexpired discipline is carried during the period of any subsequent equal or greater discipline.

Article 41
Earned Time

Generally:
Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal leave days, sick leave, and other types of leave. Instead of dividing benefits into a specific number of days for each benefit, earned time amalgamates these days, into a single benefit. Earned Time can be used for a variety of purposes including a payment in cash at the time of termination, but only as provided in this Article. Earned Time is accrued for any month in which an employee has been employed at least fifteen (15) calendar days, beginning the first day of any month. Paid leave and absences for jury or military reserve duty are considered time worked for Earned Time accrual purposes. While an employee will earn Earned Time days during his or her probationary period, he or she cannot take Earned Time until they have completed ninety (90) calendar days of employment with the City. If an employee leaves City employment before they have worked ninety (90) days, they will not be paid for any accrued Earned Time.

Coverage:
Employees who are employed in a position at least (20) hours per week are eligible to earn Earned Time. Part time employees, those working less than 40 hours, accrue earned time on a pro-rated basis. The accrual rates for full time employees are as follows:

Years of Service	Days Accrued per Month	Total Annual Days
less than 5 years	2.25	27.0
5 to less than 10 years	2.50	30.0
10 to less than 15 years	3.00	36.0
15 years to less than 20 years	3.25	39.0
20 or more years	3.50	42.0
30 or more years	3.75	45.0

Years of service means continuous length of service with the City in accordance with Article 10, Seniority.

Breaks in Service:
In the event of reemployment after a break in service, as defined in Article 10, not exceeding 2 years, the employee shall accrue earned time as if that break in service had not occurred.

Usage:

All use of earned time shall be arranged in advance by the employee, and approved by his/her supervisor prior to the date of absence, except as provided in this paragraph. Earned Time days/hours may be used after being accrued. Earned Time is ordinarily used at the rate of one day of Earned Time for each day of absence. Employees presenting a request to use earned time less than 18 hours before the earned time use is to begin shall use earned time at the rate of 1 1/4 days of earned time for each day of absence. This special rule will not apply to the first seven (7) occurrences in any calendar year. Earned time shall be used in increments of hours under the FLSA. An occurrence shall be defined as the use of two (2) or more hours of Earned Time without the 18 hour prior notification. Notification may take place in person or via email or voice mail.

Termination of Employment:
In the event of termination of employment, 50% of the terminated employee's earned time balance will be paid to him/her. In the event of termination due to layoff, 100% of the terminated employee's earned time balance will be paid to him/her. The employee may elect to defer payment for up to two years in anticipation of possible recall.

Retirement:
One hundred percent (100%) of any employee's unused Earned Time balance will be paid at retirement. "Retirement" shall be defined by the New Hampshire Retirement System or by Ordinance pertinent to the Board of Public Works Retirement System, as may be appropriate.

Maximum Accruals:
Earned Time accumulation shall not exceed sixty (60) days and total Earned Time days and Sick Leave Pool days combined shall not exceed one hundred forty-four (144) days in the aggregate. Balance in excess of these accruals shall be lost.

Staffing Considerations:
The parties expressly agree that all leave usage shall be effected in a manner consistent with the staffing and operational needs of the City so that services are efficiently provided to the Nashua Community. The parties agree to work cooperatively to achieve this goal. Abuse of the benefits conferred in these articles may be grounds for discipline.

Article 42
Individualized Sick Leave Pools

Generally:
The sick leave pool is intended to provide security by allowing each employee to provide for extended illness, or other disability of the employee, or for the care of a sick family member, consisting of the following: employee's spouse, children, brother, sister, parents, or grandparents. The term spouse shall include domestic partner. When acquiring Pool days, employees convert Earned Time days on a one to one and one half (1 to 1 1/2) Sick Pool days basis. The employee may pick a given number of Earned Time days to exchange for Sick Pool days. This conversion is

available annually in the employee's anniversary month. All Sick Pool conversion and usages is governed by this Article.

Sick Pool days are available for use only under the conditions listed below:

1. Use of Sick Pool days must begin on or after the fifth consecutive work day absence caused by illness, injury, or other disability certified in writing to the City by a physician.

2. The employee may continue using Sick Pool days until Sick Pool balance is zero at which point the employee may elect to use any remaining Earned Time.

3. Care of chronically ill relative or friend, or maternity/paternity leave, but only if the need for such leave is documented by a physician to the satisfaction of the City.

4. Doctor's reports may be required by the City at any time. Sick Pool leave may be denied by the City in the event that physician's certifications are not provided by the employee in accordance with this Article.

Maximum Balances:
No employee's Sick Pool balance shall exceed forty (40) days. A balance of up to ninety (90) days may result from initial conversion by employees of the City so employed on the date of execution of this agreement. No additional Earned Time days may be added or converted to the Individualized Sick Pool Leave until balance of that account is below 38.5 days.

Retirement:
Employees retiring from the City service shall be paid at their current straight time or salary rate for their Sick Pool balances, but shall not be paid therefore in the event of termination or resignation.

Article 43
Professional Affiliations/Licensing

The City shall bear the cost of all licenses and/or certifications required by various regulatory agencies [local, state and federal] to maintain the employees qualifications.

Article 44
Safety Committees

Two safety committees, each consisting of an equal number of union and management members, shall be formed to evaluate various safety issues and concerns. One safety committee shall consist of UAW Department of Public Works Employees and other UAW employees who perform

significant work outside of City offices. The other safety committee shall consist of UAW employees who primarily perform office work. The committees shall make recommendations for implementation. The City shall provide information to the committee as requested, and shall provide the necessary clerical and/or administrative assistance as needed.

Article 45
Union Business Leave

There shall be a total of twenty (20) days of unpaid Union Business Leave per fiscal year for each UAW unit, which may be used by employees for participating in Union activities. Requests for leave must be made by the individual to the supervisor, with the Union's approval, reasonably in advance of the use of the Union Business Leave to allow for appropriate coverage of operations. The City shall have the right to deny requests for Union Business Leave in the event granting such leave would result in an adverse impact on operations, however, such requests shall not be unreasonably denied.

Article 46
Working out of Classification

An alternate rate equal to twenty cents ($0.20) per hour less than the current regular rate paid for the alternate position will be paid to bargaining unit employees that have been assigned to work in a classification higher than the employee's regular classification, provided that the employee has worked a minimum of eight (8) hours in any one (1) calendar day for an accumulated period of forty (40) hours within a twenty-four (24) month period. Once the employee meets the minimum requirements, then they shall remain eligible for the alternative rate indefinitely.

Article 47
Duration of Agreement

This Agreement between the Union and the City shall commence as of July 1, 2005, and terminate at midnight on June 30, 2009. A party desiring to negotiate a successor agreement hereto shall give notice to the other party at least 180 days in advance of the expiration date hereof, otherwise this agreement shall be renewed for a period of one year without change. If such notice is given, the parties shall negotiate a successor agreement in good faith, in advance of the expiration hereof if possible, and if said successor agreement has not been concluded by the expiration hereof, the parties shall abide by the terms and conditions hereof thereafter to the extent required by law.

AGREED to by and between the parties at Nashua, New Hampshire, as evidenced by the signatures of their duly authorized representatives, set forth below, this ____ day of _____, 2006.

FOR THE CITY OF NASHUA

_____

Bernard Streeter, Mayor

FOR UAW 2232, CLERICAL AND TECHNICAL UNIT

_____

NASHUA BOARD OF PUBLIC WORKS

_____

Bernard Streeter, Chairman

NASHUA BOARD OF FIRE COMMISSIONERS

_____

Chairman

Approved as to form:

_____

Corporation Counsel

Todd Evans
Given to
5/23/6

AMENDED CERTIFICATION

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

International Union – UAW (Clerical and Technical Unit) Petitioner and City of Nashua Respondent	Case No. M-0640 Decision No. 2002-070

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employee Labor Relations Board in accordance with RSA 273-A, Section 10 and the Rules and Regulations of the Board and it appearing that a negotiating representative has been selected.

Pursuant to the authority vested in the Board by the Public Employee Labor Relations Act, and after the conduct of a representation election, IT IS HEREBY CERTIFIED that the INTERNATIONAL UNION - UAW has been designated and selected by a majority of the employees of the above named Public Employer, in the unit described below, as their representative for the purpose of collective negotiations and the settlement of grievances.

UNIT: Clerical, Technical Employees, Property Coordinator and Customer Service Representative.
EXCLUDED: Deputy Voter Registrar, Assessors I, II, Engineer III PWD, Administrative, Professional, all Non-Clerical in Community Health, Environment Health, Community Services, Welfare, Custodians at District Court, Edgewood & Woodlawn Cemeteries, Public Library Secretary/Receptionist to the Mayor, Accountant II, Systems Application Analysts I, II, III and IV.

Further, IT IS ORDERED that the above named Public Employer shall negotiate collectively with the INTERNATIONAL UNION - UAW with an objective to reaching an agreement with the employee organization on terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination, and administration of, grievances.

Signed this 17thday of June, 2002
Original signed May 2, 1991.

Jack Buckley
JACK BUCKLEY
Chairman

Management Proposal (6/26/05)
APPENDIX #D

(Facsimile)

AUTHORIZATION FOR ASSIGNMENT AND CHECKOFF OF CONTRIBUTIONS TO UAW V-CAP

To: _____

I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee, the sum of (check one)

☐ $1.00 ☐ $3.00 ☐ $5.00 ☐ Other

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to UAW V-CAP at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments of UAW V-CAP are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, and the UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, that all UAW members may be eligible for V-CAP raffle drawings, regardless of whether they make a contribution to UAW V-CAP, and that monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fund-raising effort by the UAW and AFL-CIO.

I also understand that the guidelines for contributions to UAW V-CAP set forth above are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contributions or my decision not to contribute.

Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes.

Name (Print) _____

Address _____

City _____ State _____ Zip _____

Local _____ Plant _____ Dept. _____

Soc. Security No. _____ Emp. No. _____

Signature _____ Date _____

UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorization from any candidate and no candidate is responsible for its activities.

PUB. #C2000 – 7/96 – 20M

1 APPENDIX C

2

3 [Grievance Form]

UAW CLERICAL/TECHNICAL

FY06 - July 1, 2005 - (Current Grid)

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
1	20,491	20,856	21,231	21,612	21,998	22,392	22,794	23,202	23,618	24,042	24,472	24,910	25,357	25,812	26,274	26,745	27,224	27,769	28,323	28,891	29,468	30,057	30,659
2	20,492	20,857	21,232	21,613	21,999	22,393	22,795	23,203	23,619	24,043	24,473	24,911	25,358	25,813	26,275	26,746	27,225	27,770	28,324	28,892	29,469	30,058	30,660
3	21,427	21,835	22,251	22,675	23,106	23,546	23,995	24,453	24,917	25,392	25,877	26,369	26,872	27,384	27,905	28,437	28,980	29,558	30,150	30,753	31,366	31,994	32,635
4	22,070	22,502	22,944	23,393	23,851	24,319	24,795	25,281	25,777	26,281	26,797	27,321	27,857	28,403	28,958	29,527	30,105	30,706	31,321	31,948	32,586	33,237	33,903
5	22,750	23,207	23,675	24,151	24,637	25,133	25,638	26,154	26,680	27,218	27,766	28,324	28,895	29,475	30,068	30,674	31,291	31,918	32,555	33,206	33,871	34,548	35,239
6	23,596	24,083	24,581	25,089	25,608	26,136	26,676	27,228	27,791	28,366	28,951	29,549	30,160	30,783	31,419	32,068	32,732	33,386	34,053	34,735	35,431	36,138	36,862
7	24,448	24,978	25,522	26,077	26,644	27,224	27,815	28,420	29,038	29,670	30,315	30,975	31,648	32,337	33,041	33,758	34,493	35,182	35,886	36,604	37,337	38,082	38,844
8	25,279	25,871	26,475	27,094	27,730	28,378	29,041	29,721	30,416	31,127	31,856	32,601	33,364	34,144	34,942	35,760	36,597	37,328	38,075	38,836	39,614	40,405	41,214
9	26,282	26,941	27,615	28,307	29,016	29,742	30,487	31,250	32,033	32,836	33,657	34,501	35,365	36,250	37,158	38,089	39,043	39,823	40,620	41,432	42,260	43,105	43,968
10	26,410	27,101	27,811	28,540	29,287	30,054	30,840	31,648	32,477	33,327	34,201	35,095	36,014	36,957	37,925	38,918	39,937	40,736	41,550	42,381	43,229	44,095	44,976
11	30,011	30,631	31,265	31,911	32,571	33,245	33,931	34,632	35,348	36,079	36,824	37,585	38,363	39,155	39,965	40,791	41,633	42,466	43,316	44,182	45,065	45,966	46,886
12	30,555	31,305	32,073	32,861	33,668	34,495	35,342	36,209	37,099	38,009	38,943	39,899	40,879	41,884	42,911	43,966	45,044	45,946	46,864	47,801	48,758	49,733	50,728
13	35,552	36,287	37,037	37,802	38,584	39,380	40,195	41,026	41,874	42,740	43,623	44,525	45,445	46,385	47,344	48,322	49,321	50,307	51,313	52,340	53,387	54,454	55,544

FY07 - July 1, 2006 - (1%)

Grade	Step 1	2 (1)	3 (2)	4 (3)	5 (4)	6 (5)	7 (6)	8 (7)	9 (8)	10 (9)	11 (10)	12 (11)	13 (12)	14 (13)	15 (14)	16 (15)	17 (16)	18 (17)	19 (18)	20 (19)	21 (20)	22 (21)	23 (22)	24 (23)
1		21,065	21,444	21,828	22,218	22,616	23,022	23,434	23,855	24,282	24,717	25,159	25,611	26,070	26,537	27,012	27,496	28,047	28,607	29,180	29,763	30,358	30,965	31,585
2		21,066	21,445	21,829	22,219	22,617	23,023	23,435	23,856	24,283	24,718	25,160	25,612	26,071	26,538	27,014	27,497	28,048	28,608	29,181	29,764	30,359	30,966	31,586
3		22,053	22,474	22,901	23,337	23,782	24,235	24,697	25,167	25,646	26,135	26,633	27,140	27,658	28,184	28,721	29,269	29,854	30,451	31,060	31,680	32,314	32,961	33,620
4		22,727	23,173	23,627	24,090	24,562	25,043	25,534	26,034	26,544	27,064	27,594	28,135	28,687	29,247	29,822	30,406	31,013	31,634	32,267	32,912	33,570	34,242	34,927
5		23,439	23,912	24,392	24,884	25,384	25,894	26,415	26,947	27,490	28,044	28,608	29,184	29,770	30,369	30,981	31,604	32,237	32,881	33,539	34,210	34,893	35,591	36,303
6		24,324	24,826	25,340	25,864	26,398	26,943	27,500	28,069	28,649	29,240	29,845	30,462	31,091	31,733	32,389	33,059	33,720	34,394	35,083	35,785	36,500	37,230	37,975
7		25,228	25,777	26,338	26,911	27,496	28,094	28,704	29,329	29,966	30,618	31,285	31,964	32,660	33,371	34,095	34,838	35,534	36,245	36,970	37,710	38,463	39,232	40,017
8		26,130	26,740	27,365	28,007	28,662	29,332	30,018	30,720	31,439	32,174	32,927	33,698	34,485	35,292	36,118	36,963	37,702	38,456	39,225	40,010	40,810	41,626	42,459
9		27,210	27,891	28,590	29,306	30,039	30,792	31,563	32,353	33,164	33,993	34,846	35,718	36,612	37,530	38,469	39,433	40,222	41,026	41,846	42,682	43,536	44,408	45,296
10		27,372	28,089	28,825	29,579	30,355	31,148	31,964	32,802	33,660	34,543	35,446	36,374	37,327	38,304	39,307	40,336	41,144	41,966	42,805	43,662	44,536	45,426	46,335
11		30,937	31,577	32,231	32,897	33,577	34,270	34,979	35,702	36,439	37,193	37,961	38,746	39,546	40,364	41,199	42,050	42,891	43,749	44,624	45,516	46,426	47,355	48,302
12		31,618	32,394	33,190	34,005	34,840	35,695	36,572	37,470	38,389	39,332	40,298	41,288	42,303	43,340	44,406	45,495	46,405	47,332	48,279	49,246	50,230	51,235	52,260
13		36,650	37,407	38,180	38,970	39,774	40,597	41,436	42,292	43,167	44,059	44,970	45,900	46,849	47,817	48,805	49,814	50,810	51,826	52,864	53,921	54,999	56,100	57,222

FY07 - November 1, 2006 - (750)

Grade	Step 1	2 (1)	3 (2)	4 (3)	5 (4)	6 (5)	7 (6)	8 (7)	9 (8)	10 (9)	11 (10)	12 (11)	13 (12)	14 (13)	15 (14)	16 (15)	17 (16)	18 (17)	19 (18)	20 (19)	21 (20)	22 (21)	23 (22)	24 (23)
1		21,815	22,194	22,578	22,968	23,366	23,772	24,184	24,605	25,032	25,467	25,909	26,361	26,820	27,287	27,762	28,246	28,797	29,357	29,930	30,513	31,108	31,715	32,335
2		21,816	22,195	22,579	22,969	23,367	23,773	24,185	24,606	25,033	25,468	25,910	26,362	26,821	27,288	27,764	28,247	28,798	29,358	29,931	30,514	31,109	31,716	32,336
3		22,803	23,224	23,651	24,087	24,532	24,985	25,447	25,917	26,396	26,885	27,383	27,890	28,408	28,934	29,471	30,019	30,604	31,201	31,810	32,430	33,064	33,711	34,370
4		23,477	23,923	24,377	24,840	25,312	25,793	26,284	26,784	27,294	27,814	28,344	28,885	29,437	29,997	30,572	31,156	31,763	32,384	33,017	33,662	34,320	34,992	35,677
5		24,189	24,662	25,142	25,634	26,134	26,644	27,165	27,697	28,240	28,794	29,358	29,934	30,520	31,119	31,731	32,354	32,987	33,631	34,289	34,960	35,643	36,341	37,053
6		25,074	25,576	26,090	26,614	27,148	27,693	28,250	28,819	29,399	29,990	30,595	31,212	31,841	32,483	33,139	33,809	34,470	35,144	35,833	36,535	37,250	37,980	38,725
7		25,978	26,527	27,088	27,661	28,246	28,844	29,454	30,079	30,716	31,368	32,035	32,714	33,410	34,121	34,845	35,588	36,284	36,995	37,720	38,460	39,213	39,982	40,767
8		26,880	27,490	28,115	28,757	29,412	30,082	30,768	31,470	32,189	32,924	33,677	34,448	35,235	36,042	36,868	37,713	38,452	39,206	39,975	40,760	41,560	42,376	43,209
9		27,960	28,641	29,340	30,056	30,789	31,542	32,313	33,103	33,914	34,743	35,596	36,468	37,362	38,280	39,219	40,183	40,972	41,776	42,596	43,432	44,286	45,158	46,046
10		28,122	28,839	29,575	30,329	31,105	31,898	32,714	33,552	34,410	35,293	36,196	37,124	38,077	39,054	40,057	41,086	41,894	42,716	43,555	44,412	45,286	46,176	47,085
11		31,687	32,327	32,981	33,647	34,327	35,020	35,729	36,452	37,189	37,943	38,711	39,496	40,296	41,114	41,949	42,800	43,641	44,499	45,374	46,266	47,176	48,105	49,052
12		32,368	33,144	33,940	34,755	35,590	36,445	37,322	38,220	39,139	40,082	41,048	42,038	43,053	44,090	45,156	46,245	47,155	48,082	49,029	49,996	50,980	51,985	53,010
13		37,400	38,157	38,930	39,720	40,524	41,347	42,186	43,042	43,917	44,809	45,720	46,650	47,599	48,567	49,555	50,564	51,560	52,576	53,614	54,671	55,749	56,850	57,972

UAW CLERICAL/TECHNICAL

FY08 - July 1, 2007 - (1%)

Grade	Step 1	2	3 (1)	4 (2)	5 (3)	6 (4)	7 (5)	8 (6)	9 (7)	10 (8)	11 (9)	12 (10)	13 (11)	14 (12)	15 (13)	16 (14)	17 (15)	18 (16)	19 (17)	20 (18)	21 (19)	22 (20)	23 (21)	24 (22)	25 (23)
1			22,416	22,803	23,198	23,600	24,010	24,426	24,851	25,283	25,722	26,168	26,625	27,088	27,560	28,040	28,529	29,085	29,650	30,229	30,818	31,419	32,032	32,658	33,311
2			22,417	22,804	23,199	23,601	24,011	24,427	24,852	25,284	25,723	26,169	26,626	27,089	27,561	28,041	28,530	29,086	29,651	30,230	30,819	31,420	32,034	32,659	33,312
3			23,456	23,888	24,328	24,777	25,235	25,702	26,176	26,660	27,154	27,657	28,169	28,692	29,223	29,766	30,320	30,910	31,513	32,128	32,754	33,394	34,048	34,714	35,408
4			24,162	24,620	25,088	25,565	26,051	26,547	27,052	27,567	28,093	28,628	29,174	29,731	30,297	30,878	31,467	32,081	32,708	33,347	33,999	34,663	35,342	36,033	36,754
5			24,908	25,394	25,890	26,395	26,910	27,437	27,974	28,522	29,082	29,651	30,233	30,825	31,430	32,048	32,678	33,317	33,967	34,631	35,309	36,000	36,705	37,424	38,172
6			25,832	26,351	26,880	27,419	27,970	28,533	29,107	29,693	30,290	30,901	31,524	32,160	32,808	33,470	34,147	34,814	35,495	36,191	36,900	37,622	38,360	39,112	39,894
7			26,793	27,359	27,937	28,529	29,132	29,749	30,379	31,024	31,681	32,355	33,041	33,744	34,462	35,194	35,944	36,647	37,365	38,097	38,844	39,605	40,382	41,174	41,998
8			27,765	28,396	29,045	29,706	30,383	31,076	31,784	32,511	33,254	34,013	34,792	35,588	36,402	37,237	38,090	38,836	39,598	40,375	41,168	41,975	42,800	43,641	44,514
9			28,927	29,633	30,356	31,097	31,857	32,636	33,434	34,253	35,091	35,952	36,833	37,736	38,663	39,612	40,585	41,381	42,194	43,022	43,867	44,729	45,609	46,506	47,436
10			29,128	29,871	30,633	31,416	32,217	33,041	33,887	34,754	35,646	36,558	37,495	38,458	39,445	40,458	41,497	42,312	43,143	43,991	44,856	45,738	46,638	47,556	48,507
11			32,650	33,310	33,983	34,670	35,370	36,086	36,816	37,561	38,322	39,098	39,891	40,699	41,525	42,368	43,228	44,077	44,944	45,828	46,728	47,648	48,586	49,543	50,534
12			33,475	34,279	35,102	35,946	36,810	37,695	38,602	39,531	40,483	41,458	42,459	43,483	44,531	45,607	46,707	47,627	48,563	49,520	50,496	51,490	52,505	53,540	54,611
13			38,539	39,319	40,117	40,929	41,761	42,608	43,473	44,356	45,257	46,178	47,116	48,075	49,053	50,050	51,070	52,075	53,102	54,150	55,218	56,306	57,418	58,551	59,722

FY09 - July 1, 2008 - (1%)

Grade	Step 1	2	3 (1)	4 (2)	5 (3)	6 (4)	7 (5)	8 (6)	9 (7)	10 (8)	11 (9)	12 (10)	13 (11)	14 (12)	15 (13)	16 (14)	17 (15)	18 (16)	19 (17)	20 (18)	21 (19)	22 (20)	23 (21)	24 (22)	25 (23)	26
1			22,640	23,031	23,429	23,836	24,250	24,670	25,099	25,535	25,979	26,430	26,891	27,359	27,835	28,320	28,814	29,376	29,947	30,531	31,126	31,733	32,353	32,985	33,644	34,317
2			22,641	23,033	23,431	23,837	24,251	24,671	25,100	25,536	25,980	26,431	26,892	27,360	27,836	28,322	28,815	29,377	29,948	30,532	31,127	31,734	32,354	32,986	33,645	34,318
3			23,691	24,127	24,572	25,025	25,488	25,959	26,438	26,927	27,426	27,933	28,451	28,979	29,516	30,063	30,623	31,219	31,828	32,449	33,082	33,728	34,389	35,061	35,762	36,478
4			24,404	24,867	25,339	25,821	26,311	26,812	27,323	27,843	28,374	28,914	29,466	30,028	30,600	31,186	31,782	32,402	33,035	33,681	34,339	35,010	35,695	36,394	37,122	37,864
5			25,157	25,648	26,149	26,659	27,179	27,711	28,254	28,808	29,372	29,948	30,536	31,133	31,745	32,369	33,005	33,650	34,307	34,978	35,662	36,360	37,072	37,798	38,554	39,325
6			26,090	26,615	27,149	27,693	28,249	28,818	29,398	29,990	30,593	31,210	31,839	32,481	33,136	33,805	34,488	35,162	35,850	36,553	37,269	37,998	38,744	39,503	40,293	41,099
7			27,061	27,633	28,216	28,814	29,423	30,046	30,683	31,334	31,998	32,679	33,372	34,082	34,807	35,546	36,303	37,013	37,738	38,478	39,233	40,001	40,786	41,586	42,418	43,266
8			28,042	28,680	29,335	30,003	30,686	31,387	32,102	32,836	33,586	34,354	35,140	35,944	36,766	37,609	38,471	39,224	39,994	40,778	41,580	42,395	43,228	44,077	44,959	45,858
9			29,216	29,930	30,660	31,408	32,176	32,962	33,769	34,596	35,442	36,312	37,201	38,113	39,049	40,008	40,991	41,795	42,616	43,452	44,305	45,176	46,065	46,971	47,911	48,869
10			29,419	30,169	30,939	31,730	32,540	33,372	34,226	35,102	36,002	36,923	37,870	38,842	39,839	40,862	41,912	42,736	43,574	44,431	45,304	46,196	47,104	48,031	48,992	49,972
11			32,977	33,643	34,323	35,017	35,724	36,447	37,184	37,937	38,705	39,489	40,290	41,106	41,941	42,792	43,660	44,518	45,393	46,286	47,196	48,124	49,072	50,038	51,039	52,060
12			33,810	34,622	35,453	36,306	37,178	38,072	38,988	39,926	40,888	41,873	42,883	43,918	44,976	46,063	47,174	48,103	49,049	50,015	51,001	52,005	53,030	54,076	55,157	56,260
13			38,924	39,713	40,518	41,339	42,178	43,034	43,907	44,800	45,710	46,639	47,587	48,555	49,544	50,551	51,580	52,596	53,633	54,691	55,770	56,869	57,992	59,137	60,320	61,526

APPENDIX E

UAW Clerical/Technical Unit Positions
Grade Assignments

Position	Grade
Custodian I	2
Custodian II	3
Custodian III	4
Clerk Typist II	5
Office Assistant	5
Clerk, Vital Records II	6
Permit Technician I	6
Motor Vehicle Registration Clerk I	6
Licensed Scale Operator	6
Secretary III	6
Assessing Admin Specialist I/CSR	7
Clerk, Building	7
Coordinator, TVB	7
Customer Service Representative	7
Motor Vehicle Registration Clerk II	7
Permit Technician II	8
Administrative Assistant I	8
Assessing Admin Specialist II/CSR	8
Building Maintenance Specialist	8
Purchasing Agent I	8
Storekeeper PWD	8
Permit Technician III	9
Accounts Payable Coordinator	9
Administrative Assistant II	9
Department Coordinator	9
Motor Vehicle Coordinator	9
Revenue/Service Specialist	9
DPW Collections Specialist	10
Administrative Assistant III	10
Assistant Plans Examiner / Building Inspector	10
Program Coordinator	10
Printing Technician / Supervisor of Mail Distribution	10
Operations Coordinator, Street Dept	11
Assistant Maintenance Foreman	11
CSO Technician / Inspector	11
Engineer Technician	11
Survey Technician	12

Code Enforcement Officer II	12
Engineering Designer / Inspector	12
Engineering Inspector	12
Foreman	12
Street Construction / Repair & Permit Coordinator	12
Building and Utilities Inspector	13
Foreman, Shop/Equipment	13
Foreman, Maintenance WWTP	13
Foreman, Operations, WWTP	13
Collection System Foreman	13

SETTLEMENT AGREEMENT

The City of Nashua, UAW, and AFSCME settle PELRB Case Nos. A-0410-78 and M-0640-7 as follows:

1. The UAW agrees that internal job postings of supervisory or administrative positions in UAW-represented bargaining units will be first communicated to all UAW and AFSCME bargaining unit employees. The job postings will be distributed to every department and posted on the City's bulletin boards for five working days to allow qualified eligible employees to apply. If after the posting of the notice, no qualified employee has applied, the job posting shall be posted externally in accordance with Human Resource Department requirements.

   It is understood that under AFSCME's collective bargaining agreement with regard to promotions to supervisory or administrative positions, the language in its 2002-2006 agreement and any successor agreement shall continue to limit AFSCME to grieving only issues of City notice and consideration for the posting and not the City's employee selection.

   It is further understood that under UAW's collective bargaining agreement with regard to Article 12, Job Posting/Lay-Offs/Recall, the language in any successor agreement shall incorporate the understanding set forth in this paragraph and no further negotiation shall be required of the UAW by the City on internal postings.

2. All remaining portions of each party's collective bargaining agreement shall remain in full force and effect unless otherwise negotiated by the respective Union and Employer.

3. The City agrees that with regard to vacant or newly created merit positions, a notice of position vacancy shall be communicated to all merit and UAW bargaining unit employees before notice is communicated to other City or external candidates. Such first notice shall be distributed to every department and posted on the City's bulletin boards for five working days to allow qualified eligible UAW bargaining unit employees to apply. If after the posting of the notice no qualified UAW bargaining unit member has applied, the notice of vacancy shall be posted externally in accordance with the Human Resource Department requirements.

4. With the signing of this agreement, the parties agree to withdraw their pending charges in Case Nos. A-0410-78 and M-0640-7

FOR THE CITY

Date: July 25, 2005

Dorothy Clarke

FOR THE UAW

T. Evans Professional Bargaining Unit

James Aylwell Clerical/Technical

FOR AFSCME

Jane J. Duly pres. Local 365

Sidebar on Overtime

[Deleted]