RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE NASHUA PUBLIC LIBRARY AND THE NASHUA PUBLIC LIBRARY EMPLOYEES, LOCAL #4831, AFT, FPE, AFL-CIO, THROUGH JUNE 30, 2006

CITY OF NASHUA

In the Year Two Thousand and Five

RESOLVED *by the Board of Aldermen of the City of Nashua* that the cost items of the attached collective bargaining agreement between the Board of Trustees of the Nashua Public Library and the Nashua Public Library Employees, Local #4831, AFT, FPE, AFL-CIO, are approved. The collective bargaining agreement covers the period from July 1, 2004 through June 30, 2006.

LEGISLATIVE YEAR 2005

RESOLUTION: **R-2005-**208

PURPOSE: **Approving the cost items of a collective bargaining agreement between the Board of Trustees of the Nashua Public Library and the Nashua Public Library Employees, Local #4831, AFT, FPE, AFL-CIO through June 30, 2006.**

SPONSOR(S): **Mayor Bernard A. Streeter**
Alderman Robert Shaw

COMMITTEE ASSIGNMENT:

FISCAL NOTE: The cost analysis has been prepared by the Financial Services Division and is attached.

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the Board of Trustees of the Nashua Public Library and the Nashua Public Library Employees, Local #4831, AFT, FPE, AFL-CIO. The agreement has a term of two (2) years, expiring at the end of June, 2006. The board of aldermen must vote whether or not to approve the cost items of this contract within thirty days of receipt. RSA 273-A:3 II (c).

The Financial Services Division has prepared a cost analysis of this agreement, which is attached. The fact finding report is also attached.

Approved as to form: **Office of Corporation Counsel**

By: Dorothy Clarke

Date: April 21**, 2005**

NASHUA PUBLIC LIBRARY EMPLOYEES LOCAL #4831

COSTING ANALYSIS - FY05 THROUGH FY06

	FY04 BASE SALARY	FY05 NEW SALARY	FY06 NEW SALARY
TOTAL YEARLY SALARY	$ 1,298,249	$ 1,337,203	$ 1,377,394
YEARLY BASE SALARY INCREASE		**$ 38,954**	**$ 40,191**
Average % salary increase		3.00%	3.01%
BUDGETED FY05 CONTINGENCY NEGOTIATIONS		$ 36,812	
Estimated Related Pension/FICA/MEDI Costs:		$ 5,278	$ 5,812

See tentative agreement summary for language changes/concessions

TENTATIVE

AGREEMENT

BETWEEN THE BOARD OF TRUSTEES OF THE
NASHUA PUBLIC LIBRARY

AND THE

NASHUA PUBLIC LIBRARY EMPLOYEES
LOCAL #4831, AFT, FPE, AFL-CIO

Prepared: September 27, 2004

{M0634631.1}

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{M0634631.1}

42 Savings Clause 28

Article 1
Agreement

AGREEMENT, made and entered into as of the _____ day of ***2004*** ~~2001~~, by and between Nashua Public Library Board of Trustees (hereinafter called the "Board") and the Nashua Public Library Employees, AFT, FPE, LOCAL #4831 (hereinafter called the "Union").

Article 2
Recognition

The Board hereby recognizes the Union as the sole and exclusive representative of the library employees as certified by the PELRB of New Hampshire for all lawful purposes pursuant to New Hampshire RSA 273-A, and agrees to comply therewith in its dealings with the Union.

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 Board harmless in any such dispute.

~~The parties agree to jointly file a Petition for Modification of the Bargaining Unit with the PELRB within thirty days of the execution of this agreement to add to the current certification the following positions:~~

~~Assistant Security~~
~~Media Services Coordinator~~
~~Maintenance Supervisor~~

Article 3
Discrimination

It is agreed that the Board 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 mutually acceptable to the Board and the Union providing that a portion of his/her 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 Union shall notify the Human Resources/ Payroll Department to deduct from salary due, the amount authorized, and a copy of said form acceptable to the Human Resources Department shall be furnished thereto in advance of said deduction. A copy of said form is attached~~. as~~ ***Appendix A.***

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 his/her salary during the term of this agreement or until the Human Resource/Payroll Department, with a copy to the Union, are notified that the payroll deduction authorization is being revoked, and the employee thus withdraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Union. ***An employee may be permitted to withdraw membership only during the fifteen (15) day period from his/her anniversary date.***

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 Board 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~~.~~ ***during the aforementioned window period.***

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

Article 5

Agency Fee

An employee who elects not to pay Union dues shall pay an agency fee for services rendered by the Union in an amount equal to seventy-percent (70%) of the regular member dues (including state and national dues). Said authorization form for fees shall be due within thirty days from the date of employment. The City agrees to collect agency fees in the same method and manner as the collection of Union dues.

Article 6
Employee Rights

It is agreed that the Board will not:

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

Article 7
Management Rights

Except as otherwise expressly provided in this agreement, the Board 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 Nashua Library System;

B. Hire, promote, transfer, assign, retain, layoff, and direct employees within the Nashua Library System;

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 Nashua Library System's operations 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 Library System, its organization, and the technology or lack thereof employed in performing its work;

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

H. Assign bargaining unit 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 Board shall retain all such rights, powers, and authority, whether exercised or not, conferred upon it by law. This clause is not meant to negate the Union's right to negotiate over changes in wages,

hours and working conditions as provided by law. Nothing herein shall be deemed to abrogate the authority of the Board conferred upon it by RSA 202-A, as amended from time to time.

Article 8
Strikes and Work Stoppages

The Union shall not instigate, sponsor, or encourage any activity or action in contravention of the provisions or intent of this 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 Nashua Library System, or encourage others to do so; or engage or participate in any other form of illegal job action.

Article 9
Work Week and Work Schedule

A. The work week shall consist of seven consecutive 24 hour periods beginning on Sunday and ending on Saturday.

B. The normal work schedule for full time employees shall consist of forty (40) hours.

C. Any change in regular work schedule hours shall be the subject of discussions between the Union and the Board of Trustees before being implemented. This subsection shall not be construed to reduce or impair management's authority pursuant to the article entitled "Management Rights," supra.

D. 1. Full-time: Full-time staff members are those who work forty (40) hours during a work week schedule arranged by each department.

(1a) **Full-time Support Staff**: The work week is Monday through Friday or as arranged by each department.

(1b) **Full-time Public Service Staff**: The work week is Monday through Saturday. Public Service staff are required to work no more than two nights per week and alternate Saturdays based on departmental needs.

2. Regular Part-time Staff: The work week shall ordinarily consist of no more than 30 hours a week.

As long as Sunday hours are maintained from 1:00 p.m. to 5:00 p.m., compensation shall be handled as follows:

~~Bargaining unit employees, except security, maintenance, office assistant, coordinators, and staff~~

~~assigned to the bookmobile and technical services, who work Sunday shall receive eight (8) hours at straight time for Sunday but shall take an additional unpaid day off during the following Monday-Friday period. All others shall be paid overtime at the rate of time and one half their regular rate of pay for Sunday hours.~~ ***Employees scheduled for Sunday hours shall be paid time and one half (1½) for all hours worked or may, at the employee's option, schedule time off during that week and subject to the needs of the business at the rate of two (2) times the number of hours worked on Sunday.***

Management reserves the right to determine staffing levels for these Sunday hours.

During the first week of every month, department heads will schedule Sunday hours for the following month, according to the following procedure:

1. The Sunday hours will be offered to all qualified bargaining unit employees within the department, on the rotating basis of seniority. The most senior employee will choose one Sunday or pass. Then the next most senior employee will choose one Sunday or pass, etc. The rotation will be repeated until either all Sunday hours are filled or no employee wants any more Sunday hours. In the case of remaining unfilled hours, Step (2) shall then be followed.

2. Unfilled Sunday hours will be offered to all qualified bargaining unit employees outside the department. Department heads will provide a sign up sheet in the employee staff room for at least five (5) business days (the second week of the month). Rules of rotating seniority apply as in Step ***One*** (1). In the case of remaining unfilled hours, Step ***Three*** (3) may then be followed.

3. Unfilled Sunday hours will be assigned to bargaining unit employees within the department on the basis of reverse seniority. The least senior employee must choose one Sunday. The next least senior employee must choose at least one Sunday, etc. The reverse rotation will be repeated until all Sunday hours are filled.

If the Board considers staffing the Sunday shift on a permanent basis they shall meet and consult with the Union one month prior to such change to discuss the change. If after discussing the change with the Union, the Board decides to implement the change, it will do so in accordance with the requirements of pertinent law.

Mealtime: Employees are allowed up to one (1) unpaid hour for meals.

Break Time:

A paid fifteen minute break is given for each four hours of work. Breaks cannot be accumulated and may not ordinarily be used to shorten the work day or added to the meal period.

Call-Back Rights:

Any employee called back to work on an unscheduled basis after having completed his/her assigned work schedule for the day and having left his/her place of employment and before his/her next

regularly scheduled starting time, shall be granted time and one-half in money or compensatory time, at the discretion of the employee, for all the hours worked on call-back. The employee shall be guaranteed a minimum of two (2) hours for being called back to the library. This provision does not apply to split shifts.

Article 10
Overtime

Overtime must be approved by the Library Director or designee before overtime work is performed. Any hours worked over 40 in one work week will be paid at time and one-half in money or time and one-half in compensatory time, at the discretion of the employee. Part-time employees will be paid straight time up to 40 hours and time and one-half for any additional hours in either money or compensatory time at the discretion of the employee.

Compensatory time for hourly employees will be subject to the requirements of State and Federal law~~.~~***, however, where the Collective Bargaining Agreement provides for a greater benefit the Agreement shall control.*** Use of compensatory time for salaried ***and hourly*** employees will be granted upon the employees request, subject to the approval of the Library Director or designee. No such request will be unreasonably denied. Upon separation from service unused compensatory time will be paid to the employee. In the event of the death of an employee, his/her unused compensatory time will be paid to the spouse or estate of the employee.

Overtime shall be compensated with pay . unless management and the employee mutually agree to compensatory time.

Article 11
Seniority

Seniority is defined as length of service within the bargaining unit. Seniority shall be determined on a pro rata basis.

For example,

40 hour work week	1 year = 1 year
30 hour work week	1 year = 9 months
25 hour work week	1 year = 7.5 months

Service ceased due to resignation, retirement or termination shall cause all accrued seniority to be lost. Employees who are laid off and subsequently rehired under the recall provision shall upon his/her return, be entitled to all previously accrued seniority.

Seniority shall not accrue while an employee is on unpaid leave. Unpaid leave does not include Workers' Compensation leave, during which seniority will accrue. Seniority will cease to accrue on the beginning of the first full month after leave is granted.

The Board shall furnish the Union secretary/treasurer with an up-to-date Seniority List on a

quarterly basis, if requested. The Board will also furnish the names of all new hires, promotions, layoffs and terminations on a monthly basis.

Until a new hire 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 with the exception of unpaid leave as outlined above. Seniority is employed for purposes of assigning leave, overtime, layoff and recall as provided in articles pertinent to those subjects.

Article 12
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. The process will be carried out in the following order and manner. Any resolution of a grievance, at any step in the process, shall not be inconsistent with the terms of this Agreement. Any grievance involving the interpretation or application of a specific provision of this Agreement shall be ultimately settled by arbitration.

Step I An employee shall present a verbal grievance with or without the assistance of the Union to his/her immediate supervisor. The employee may meet with the supervisor for a maximum of one hour. If the grievance is not settled at the meeting, the grievance may proceed to the next step. The employee will be paid at his/her regular rate of pay for time spent in the meeting, if during work hours. The Union shall be notified of the resolution of the grievance in writing within five [5] working days. Working days for the purposes of this article are Monday through Friday and do not include Saturdays or Sundays.

Step II If the employee is not satisfied with the results of Step 1, the grievance shall be set in writing ~~on the attached form.~~ ***as provided in Appendix B.***

The grievance must be signed by the employee and Union Representative, and presented to the Library Director or designee within fifteen [15] working days after the employee knew or should have known of the occurrence or the circumstances giving rise to the grievance.

The Library Director or designee will be given five [5] working days after the receipt of the grievance to have a meeting with a Union representative, with or without the aggrieved party, and to 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 five [5] working days, the grievance may proceed to Step III.

Step III The Union shall inform the Board of the grievance, in writing and within ten [10] working days of the notification of the Library Director's decision or lack thereof. The Union shall provide the Board with copies of all prior communications. The Board will, at its next regular meeting, or thirty (30)

days, whichever comes sooner, meet with a Union Representative designated by the Union, with or without the aggrieved party. The Board will then communicate a written decision to the Union within ten [10] working days thereafter. If the grievance is not settled to the satisfaction of the Union, or if no reply has been communicated after the ten [10] working days, the grievance may proceed to Step IV.

Step IV Within thirty (30) working days after the Board decision, or expiration of the decision period, the Union will have the option of submitting any remaining disagreement over the interpretation or application of a specific provision of this agreement to be settled by arbitration. The Union shall inform the Board in writing of the 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 of the filing of the decision to arbitrate, the grievance may be referred to the N.H. PELRB for the selection of the arbitrator. 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.

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. A request of either party for an extension of time shall not be unreasonably denied.

Failure at any step of this procedure by the Library Director, his/her designee, the Union or the Board 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, even if no decision has been rendered, and shall constitute a waiver of the right to further appeal the grievance.

Union Representation:

The Board will allow the aggrieved party reasonable time to meet with Union representatives for the purpose of discussing the grievance.

Fees:

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

Grievances by the Board:

The Board shall have the right to present grievances. In the event it does so, it shall notify the Union of the grievance in writing and the time periods for response by the Union shall be the same as set forth in Step III and IV above.

Article 13
Job Posting/Lay-Offs/Recall

Posting Policy:

A notice of position vacancy shall be communicated to all library employees and shall be posted and/or advertised externally. The notice of position vacancy shall be posted on the Main Library Staff Room bulletin board and on the Chandler Library Staff Bulletin Board for ten (10) working days to allow qualified eligible employees to apply.

The notices will include information on job title, grade, salary/hourly, department, brief description of the usual job content, and position qualifications.

All internal applications will be reviewed and all qualified internal candidates will be interviewed. No external applicant will be considered until all qualified internal candidates are interviewed. All internal applicants not selected for promotional positions shall be notified of the decision in writing prior to the hiring of external applicants.

Selection of qualified candidate:

The Board, upon the recommendation of the Library Director, shall make the final decision when filling the position. The best qualified candidate in the opinion of the Board shall be selected. The guidelines for filling any open position is based upon the applicant's ability, qualifications, experience and work performance. When qualifications between applicants are relatively equal, seniority will be used to award the position.

Promotional Procedures:

A promotional employee shall have a performance evaluation completed at least once during the probationary period. Should the employee's performance be unsatisfactory, or should the employee find the job unsatisfactory anytime during the promotional probationary period, the employee shall be entitled to return to the position from which promoted within ninety (90) days of the promotion, unless this period is extended for an additional thirty (30) days by the Library Director.

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 ninety (90) calendar days, unless extended for an additional thirty (30) days as set forth 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:

The Library Board of Trustees reserves the right to institute a reduction in force as it deems necessary to conduct its operations.

If the Board is contemplating a reduction in force the Board will notify any employee to be laid off four (4) weeks before the proposed effective date of layoff. Such notice will be in writing and will include the proposed time schedule and the reason for the proposed reduction in force.

When making layoff decisions, qualification factors such as education and experience, job performance and absenteeism 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.

An employee shall be eligible to "bump" the least senior employee in any position for which he/she is qualified, if any.

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 any position which he/she may be qualified during said period. Recall will be by seniority providing the recalled employee is qualified for the open position. The Board shall send notices of position vacancies to all employees eligible for recall to their last known address.

Article 14
Paid Leaves

Paid leave time shall be deducted on an hourly basis for both salaried and hourly employees. This shall in no way affect the employment status of salaried employees who shall remain salaried. The number of hours of paid leave time to which full-time ***and part-time*** employees are entitled are set forth below. The number of hours of personal, ~~recognition~~, sick, and bereavement leave time to which regular part-time employees are entitled shall be determined by the following formula:

$$\frac{\textbf{Regular scheduled weekly hours}}{\textbf{40 hours}} \times \textbf{number of hours to which a full-time employee is entitled}$$

Personal Leave:

Full-time employees shall be granted a maximum of ~~twenty four (24) hours~~ ***three days*** of personal leave with full pay per year ~~(from the employee's anniversary date to anniversary date).~~ Regular part-time employees shall be granted a maximum number of hours of personal leave as determined by the above formula.

Personal leave is drawn from employees sick time account.

Personal leave shall not carry forward from year to year.

~~Effective July 1, 2001 paid recognition leave shall no longer be a benefit.~~
~~Employees on payroll July 1, 2001 shall retain the paid recognition leave earned up to that date.~~
~~Employees leaving the Library System shall receive payment for the balance of recognition hours accrued in his/her account in a lump sum calculated at the rate of pay in effect on the day of termination.~~

Sick Leave:

Every full-time employee is entitled to sick leave with full pay earned at the rate of eleven (11) hours per month.

Every regular part-time employee is entitled to sick leave with pay as determined by the above formula.

There is no maximum accrual of sick leave effective July 1, 2001.

Sick Leave shall be used only for illness, injury, ***medical or dental appointments***, or accident of employee, employee's domestic partner or children.

Sick leave shall be deducted in half-hour increments.

Management may require a doctor's statement on employee's condition after three (3) days of absence, if desired.

Employees terminating employment because of illness may remain on full salary for the period of accrued sick leave. However said employees may opt to take a lump sum payment of one-half (1/2) their accrued sick leave calculated at the rate of pay in effect on their last day of employment.

Upon retirement ***or death***, but not termination ***or resignation***, ***the*** employees or the ***employee's estate*** shall receive payment for the balance of sick leave accrued in his/her account in a lump sum calculated at the rate of pay in effect on the day of retirement, as follows:

Employees hired after July 1st, 2001 shall be entitled to payment for twenty-percent (20%) of all unused sick leave.

Employees hired on or before July 1st, 2001 shall be entitled to payment for one hundred percent (100%) of unused sick leave up to the amount accrued as of June 30, 2001, but not to exceed sixty (60) days, plus twenty-percent (20%) of all sick leave accrued thereafter.

Sick leave may be transferred from city departments to the library when changing jobs, up to the amount of the maximum accrual set forth above.

Bereavement Leave:

Full-time employees shall be entitled to up to twenty-four (24) hours of paid bereavement leave per occurrence.

Regular part-time employees shall be entitled to paid bereavement leave per occurrence as determined by the above formula.

Death in the employee's immediate family only is covered. The leave may extend from the time of notification of death to and including the day following burial, but not more than three (3) days. When unusual conditions exist, this period may be extended at the discretion of the Library Director or designee.

The immediate family includes the employee's domestic partner, spouse, children (including fetuses, miscarriages and still-births), parents, brothers, sisters, grandparents, grandchildren, son or daughter-in-law, mother-in-law, father-in-law and step children.

For full-time and regular part-time employees, an allowance for the day of the funeral may be made for any other blood or maritally related relative with the prior approval of the Library Director. When unusual circumstances exist, this period may be extended at the discretion of the Library Director or designee.

~~Bereavement leave shall be charged to sick leave accumulation.~~

Holiday Leave:

All full-time and regular part-time employees covered under this agreement shall receive as holiday pay, straight time wages for his/her regularly scheduled hours (not to exceed 8 hours). In order to qualify for pay on an unworked holiday, an employee must be on payroll on both the last scheduled work day prior to the day the holiday is observed and the first scheduled work day subsequent to the day on which the holiday is observed. They shall not usually be required to work on the following holidays, plus any other holidays as the Board of Library Trustees shall determine from time to time.

July 1, 2004
New Year's Day
President's Day
Civil Rights Day
Memorial Day (Fed)
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Presidential Election Day
Floating Holiday (to be used between July 1st and June 30th)

Effective July 1, 2005, the holiday list shall be amended to delete Presidential Election Day and add Christmas Eve Day.

When a holiday falls on a Sunday, the holiday will be observed on the following Monday. When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

When a holiday falls on an employee's day off, the employee shall be paid at his/her straight time rate for his/her regularly scheduled daily hours (not to exceed eight (8) hours) or at the discretion of the Library Director, may be given another day off (regular schedule) within twenty (20) work days.

If an employee works on one of the above-referenced holidays, the employee shall be compensated as follows:

The employee shall receive one and one-half times straight time pay for the hours worked.

Vacation Leave:

The Board encourages the reasonable use of vacation by employees in order to foster their health and well being.

All employees shall be entitled to vacation according to the following schedules:

Full Time Employees:

After one year of service	80 hours (40 hours may be taken after 6 months if approved by the Library Director or designee)
After five years of service	120 hours
After ten years of service	160 hours
After twenty years of service	200 hours

Regular Part-Time Employees:

After one year of service	80 hours multiplied by the ratio the employee's regular weekly scheduled hours are to forty (40) hours.
After five years of service	120 hours multiplied by the above ratio.

After ten years of service	160 hours multiplied by the above ratio
After twenty years of service	200 hours multiplied by the above ratio

Vacation request forms must be filled out by each staff member and approved by the Library Director in advance of his/her vacation to allow for proper scheduling of personnel. Forms must be signed by department supervisors and submitted to the Library Director.

Vacations that exceed three consecutive weeks at one time must have advance written approval of the Library Director.

Vacations are granted with seniority as the deciding factor when two or more employees request the same time period off and there is a scheduling conflict. Vacation requests shall be submitted no later than two (2) months prior to the first date of the planned vacation if the seniority provision is to apply.

When an employee leaves the Nashua Library service for any reason, he/she is entitled to receive payment for the balance of his/her vacation account accrued up to the date of termination. ***Vacation leave may be transferred from City departments to the Library when changing jobs up to the amount of the maximum accrual set forth above.***

Maximum Accrual:

Unused vacation leave may be retained from year to year and vacation leave shall continue to accrue as provided herein up to a balance equal to two times the amount of vacation leave to which the employee is annually entitled. No vacation leave shall accrue beyond that limit, and any such time not accrued shall be forfeited.

Employees at or over the maximum accrual as of July 1st, 2001 shall not lose any accumulated vacation time and will be given the opportunity to use any accumulated vacation time over the maximum accrual. No employee will lose any accumulated vacation as the result of denial of a pending application for vacation.

Conversion from days to hours

If necessary, days shall be converted to hours based on the following formula.

Full-time employees	accrued paid leave days multiplied by eight (8)
Regular part-time employees	accrued paid leave days multiplied by eight (8) multiplied by the ratio of the employees regularly scheduled weekly hours to forty (40).

Sick ***and vacation*** leave of employees transferring to the Library from other city departments shall be done pursuant to the above formula.

Article 14A
Sick Leave Bank

A. A sick leave bank shall be maintained in accordance with this article for participating members who have exhausted their individual accrued sick leave as a result of a serious extended illness or incapacitating accident.

B. Contributions must be made within fifteen (15) calendar days from July 1, 1998 and each subsequent July 1 until the bank reaches nine hundred and sixty (960) hours. In order to join, contributions of one regularly scheduled day may be made by new hires within 60 days of their date of hire. Contributions may also be made when a call for replenishment is made up to a maximum of ten (10) days per employee or call. Any employee retiring, resigning or terminating cannot contribute their balance of sick leave time. All contributions shall be voluntary.

C. A call for replenishment shall be made at any point in time when the balance of days in the bank falls below nine hundred and sixty (960) hours.

D. The operation of the bank and withdrawals from it shall be governed by a committee of ~~one (1)~~ ***two (2)*** members selected by the union and ~~one (1)~~ ***two (2) members*** ~~person~~ selected by the Library Director. ~~The committee shall establish~~ ***The*** rules and operating procedures to administer the bank~~.~~ ***are contained in Appendix C. Any changes to the operational rules shall be approved by the Board and the Union.*** In considering requests for withdrawal from the bank, the committee may require substantiating medical documents, and in all cases, the decision(s) rendered by the committee shall be final and binding. A decision to grant benefits under this article must be unanimous. No decision of the committee shall be subject to the grievance procedure.

E. A participating member may withdraw sick days from the bank only after 1) exhausting his/her accrued sick leave; and 2) receiving the approval of the committee. Withdrawals shall be retroactive to the first working day following the exhaustion of accrued sick leave.

Article 15
Unpaid Leave

A request for a leave of absence without pay must be submitted in writing to the Library Director. Leaves up to one month may be granted by the Library Director; all leaves requested exceeding one month, accompanied by the recommendation of the Library Director, must be submitted for approval to the Board.

The Board, upon the recommendation of the Library Director, and in its sole discretion, may grant a maximum of one year leave of absence without pay for personal reasons to any employee.

During an unpaid leave of absence, the Board shall continue to pay its portion of health, dental and life insurance premiums for up to six (6) months. Employees who are on such leave shall continue to pay their portion of the premiums during that period, and thereafter shall pay one hundred percent (100%) of the cost to continue coverage.

Payment of group insurance premiums during an unpaid leave of absence must be arranged in

advance with the Human Resource and Insurance Department of the City of Nashua.

Article 16
Family and Medical Leave Act

The Board shall approve leave in accordance with the provisions of the Family and Medical Leave Act of 1993; however, any such leave shall be taken on a paid leave basis pursuant to the provisions of Article ~~15~~ 14A of this Agreement first, with any remaining leave to be taken on an unpaid basis pursuant to the provisions of Article ~~16~~ ***15*** of this Agreement. Family And Medical Leave Act leave shall not exceed three (3) months in any twelve-month period.

Article 17
Jury Duty Pay

All employees covered under this agreement who are required to serve as a juror or are subpoenaed for court appearances are granted leave with pay, less the compensation received for such service.

Article 18
Workers' Compensation

Workers' compensation shall be provided by the Board 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 Board agrees to:

1- continue to accumulate all benefits 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 Board for the full day which the injury occurred.

Article 19
Tuition Reimbursement

Required Programs

The Board will grant employees time with pay to attend job related seminars, workshops, courses and conferences that it requires an employee to attend.

The Board will reimburse at 100% the cost of tuition and or fees of said required job related

seminars, workshops, courses and conferences plus any other directly related costs such as travel, lodging, meals, or other necessary expenses that are incurred.

Requested by Employee

The Board may, at its discretion, grant time with pay to attend job related seminars, workshops, courses, and conferences that an employee wishes to attend. Upon request by the employee, the Board may, at its discretion, pay any or all of the following: tuition and/or fees, travel, lodging, meals or any other necessary expense.

Any such seminars, workshops, courses and conferences shall be approved in writing in advance by the Library Director or designee, in his discretion, and subject to available funding, as he may determine.

Degree Program:

The Board encourages all employees to pursue a degree at an accredited college/university approved by the Board when said degree is a requirement for job advancement.

If the Board so determines, reimbursement is as follows:

Fifty percent (50%) for tuition for courses taken in a degree programs. ***Outside grants and scholarships covering less then fifty percent (50%) of tuition shall not be considered.***

Students enrolled in a degree program must achieve a "B" or better in a graduate level course to be reimbursed, a "B-" or better in an undergraduate course.

Full-time employees actively pursuing an approved Master's degree on a more than occasional course basis, as determined by the Library Director, shall be granted up to five hours off with pay each week for class attendance and preparation.

Full-time employees actively pursuing an approved Bachelor's degree program on a more than occasional course basis, as determined by the Library Director, may be allowed flexible work schedules for class attendance and preparation when classes conflict with the employee's work schedule, in the discretion of the Library Director or designee.

Reimbursement for degree program courses shall be on a first come first served basis and subject to available funding as determined by the Library Director from time to time. In order to be eligible for reimbursement, it must be requested in advance of registration for the course. ***In the event the Director determines that there is not enough funding available to reimburse all employees requesting tuition reimbursement, preference shall be given to full-time employees currently pursuing an approved Master's Degree on a continuous basis, and the first come first serve shall apply to the date the employee first applied and was accepted into the degree program.***

In order to be eligible for reimbursement, employees must have been employed by the Library for a minimum of one (1) year.

Article 20
Long Term Disability (LTD)

Full-time employees covered by this agreement who have been employed by the Library System for three (3) years of 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 the City of Nashua's program of insurance,

subject to such eligibility requirements and other terms and conditions as the City may establish. Employees are encouraged to maintain adequate sick time balances to cover the elimination period for the long term disability benefit in order to avoid the risk of having to request unpaid leave.

Article 21
Health Insurance

The Board shall provide, upon request of a member of the bargaining unit, the premium for an individual, two-person or family plan, of one but not more, of the following, if available, or a comparable plan if the following plan(s) are not available:

(a) Blue Cross/Blue Shield Plan JWM;

(b) Blue Choice New England Point-of Service Plan; or

(c) A choice of HMO Blue or Harvard Pilgrim Health Care

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.

For eligible members, the City shall contribute 85% of the premium for option (b) and 95% of the premium for option (c). The City shall contribute toward the premium for option (a) the same dollar amount it contributes toward the premium of option (b).

Any employee who is enrolled in the plan JWM on the effective date of this Agreement shall be allowed to continue to receive that indemnity plan. However, no other employees shall be allowed to select the indemnity plan.

For employees hired after the execution of this Agreement, the City shall, upon request of an eligible employee, provide an individual, two person or family plan for HMO. Such employees shall, during the enrollment next following their first anniversary and annually thereafter during the open enrollment period, have the right to transfer to the point of service plan at the contribution rate set forth above. The contribution rate for all HMO employees shall be as provided for above.

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 after having enrolled in one of the above plans may make such selection only once during any one calendar year during the specified 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 are eligible for this benefit on a pro rata basis. This means, by way of example, that if a part time employees works 30 hours per week, he/she is eligible to receive 3/4 of the Board's contributive share of his/her premium cost, and the employee pays the balance. The regular part-time employee shall work a minimum of 25 hours per week in order to be eligible for this benefit.

In the event that an employee's spouse is employed by the City of Nashua, the Nashua School District, or another agency of the City, the employee shall be entitled to health insurance premium coverage either pursuant to this article or pursuant to the coverage afforded to the spouse, but not both.

Article 22
Dental Insurance

The Board shall pay one hundred (100%) percent of the premium of a two person dental insurance program such as Delta Dental, currently in effect on the date of execution hereof. The Board 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.

In the event that an employee's spouse is employed by the City of Nashua, the Nashua School District, or another agency of the City, the employee shall be entitled to health insurance premium coverage either pursuant to this article or pursuant to the coverage afforded to the spouse, but not both. ***Regular part-time employees are eligible for this benefit on a pro-rata basis as provided in Article 21: Health Insurance.***

Article 23
Life Insurance

The Board agrees to pay one hundred percent [100%] of the premium cost of a Basic Life Insurance and AD&D for full time employees and regular part-time employees, in an amount equal to one and one half [1½] 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, limitations or conditions prescribed by the insurer. The Board reserves the right to change life insurance providers.

Article 24
Dependent Care Assistance Program

Employees with dependents may be eligible for the Dependent Care Assistance Program as

authorized by the Federal Government. The program allows a library employee up to a $5000 a year deduction from earnings without taxes [Federal, FICA] to be used for dependent care. The Board 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 25
Death Benefit

The beneficiary of an employee ***or the employee's estate*** shall be entitled to collect a payment at the current rate of pay the sum of the employee's vacation~~,~~ ***and*** compensatory time, ~~and recognition days~~ accrued until date of employee's death. The Library Director, or designee, will provide a form for the employee to designate their beneficiary(s). Change forms will be provided upon request.

Article 26
Pay Period

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 27
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 28
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/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 29
Deferred Compensation

The Board 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.

Article 30
Mileage Reimbursement

Employees traveling in their own privately owned vehicle on library business will be reimbursed at the current city mileage reimburse-ment rate or the current Internal Revenue Service mileage reimbursement rate, whichever is higher.

Article 31
Travel

The Board shall pay all costs related to the travel it requires. Costs 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 minute phone call home each night) and other reasonable miscellaneous expenses directly related to the required travel.

Article 32
Personnel File

Every employee shall be entitled to access the supervisory records and reports of competence, personal character and efficiency, and any other information which is maintained in their official personnel file. The Library Administration shall allow the employee access to their file with twenty four [24] hours notice. Upon request the Library Administration shall copy the file for the employee. Subsequent copies will be made at cost. If the Administration places any material in the employee's personnel file, the employee shall be entitled to a copy at the time.

Article 33
Performance Evaluations

Performance evaluations shall be completed every year by the employee's direct supervisor on or ~~about the employee's anniversary date of hire.~~ ***before June 1st of each year.***

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The performance evaluation procedure requires an interview between the employee and his/her direct supervisor both of whom shall sign said evaluation. The employee shall be given a copy of the completed form and shall have the right to file a written statement pertinent thereto which shall be affixed to the form.

The purpose of performance evaluations is to analyze employee performance in relation to the mission of the Nashua Public Library. Its goal is to recognize performance and to suggest future areas of improvement. It is understood that performance evaluations are not meant to be disciplinary and as such not meant to be used by the Board, the Director or his designees as part of the Disciplinary Procedure.

The evaluation will be placed in the employee's personnel file after review by the Director or Assistant Director. An evaluation may be appealed directly to the Director or Assistant Director but will not be grievable under Article 12 of this Agreement.

An employee may have an annual step increase withheld for unsatisfactory performance provided that the Administration has provided a reasonable notice and opportunity for the employee to improve noted deficiencies. Withholding of a step increase shall not be arbitrary or capricious.

Article 34
Parking

Parking will be provided free of charge for all employees covered under this agreement.

Article 35
Bulletin Boards/Mail/Union Business

Bulletin Boards

The Board agrees to provide space for a suitable bulletin board in a convenient place in each Library, 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, shall not pertain to individuals, whether union members or not, and shall not be offensive, illegal, or unprofessional. The Union agrees to maintain such bulletin boards in a neat and orderly condition. The Union bulletin board will be in the staff room in the Main Library and in the kitchen in the Chandler Library.

Mail

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

Union Leave

The bargaining unit shall on an annual basis be granted twenty-four (24) hours of paid Union leave for the purpose of attending Union meetings, seminars or conferences. The President shall be responsible for the assignment of those days and shall notify the Director two (2) weeks prior to any

such leave.

Article 36
Disciplinary Procedures

A. It is agreed that the Board 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. Written warnings
2. Suspensions without pay
3. 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 and agreed that the severity of any particular infraction may warrant deviation from the aforementioned steps, in which case progressive discipline need not be employed prior to discharge.

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

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. The prior unexpired discipline is carried during the period of any subsequent equal or greater discipline and shall be considered in connection with any such subsequent discipline in determining the proper level of disciplinary action, including discharge.

D. Any discharge shall be effected in a manner consistent with the provisions of RSA 202-A, and this agreement shall be subordinate to the requirements of the statute as amended from time to time. It is understood that if RSA 202-A is amended in a way that changes the disciplinary procedure substantively that the parties to this agreement will meet and negotiate changes to this agreement that will be in compliance with law.

Article 37
Safety and Health

The Library System shall comply with all procedures pertinent to the safety and health of employees provided by New Hampshire RSA 281-A.

Article 38
Wages

A. ~~Effective July 1, 2001, a~~ *A*ll bargaining unit employees shall be placed and moved on the attached 2001-2002 salary schedule by utilizing the following criteria:

1. Employees are placed in Grades according to Job Classification.
~~2. Employees are paid on Steps according to years in classification.~~
~~3. Employees who had a hire date into position between July 2nd and December 31st were advanced to the next step effective July 1st, 2001.~~
~~4.~~ ***2. If step increases are granted,*** ~~E~~employees who are hired between July 1st and December 31st shall be eligible for step increases the following July 1st. Employees hired between January 1st and June 30th shall not be eligible for a step increase until the July 1st of the following calendar year.
~~5. Effective July 1, 2001 employees hired before July 1st, 2001 and classified as Library Clerks, Grade Three, shall be reclassified to Library Assistants, Grade Four, when they meet the mutually agreed to minimum entrance requirements. (see memorandum of understanding)~~

B. Effective July 1, 200~~2~~ ***4 and July 1, 2005***:

1. ~~Employees advance a step annually on the salary schedule on July 1st subject to Article 35.~~ ***The Salary Schedule shall be adjusted to delete the respective prior year Step 1 and add a new Step 16 in accordance with Appendix D.***

2. ~~Employees who have reached Step 16 shall receive a lump sum payment in a separate paycheck, subject to Article 35, in an amount equal to three percent (3%) of their base pay.~~ ***Employees shall retain their current step level (i.e. 1, 2, 3, 4, etc.) and shall be placed at that step on the revised schedule annually at the higher rate for that step on July 1st subject to Article 33. (The July 1, 2004 increase shall be retroactive.)***

~~3. In the event that the total amount distributed in Paragraphs One and Two represents an amount less than a three percent (3%) increase over the prior year's actual payroll for the bargaining unit, said excess amount shall be divided equally and distributed to bargaining unit employees on payroll on June 30th, 2002 in a lump sum payment in a separate paycheck. Employees shall receive this payment on or before August 15th.~~

~~C. Effective July 1, 2003:~~

~~1. Employees advance a step annually on the salary schedule on July 1st subject to Article 35.~~

~~2. Employees who have reached Step 16 shall receive a lump sum payment in a separate paycheck, subject to Article 35, in an amount equal to three percent (3%) of their base pay.~~

~~3. In the event that the total amount distributed in Paragraphs One and Two represents an amount less than a three percent (3%) increase over the prior year's actual~~

~~payroll for the bargaining unit, said excess amount shall be divided equally and distributed to bargaining unit employees on payroll on June 30th, 2003 in a lump sum payment in a separate paycheck. Employees shall receive this payment on or before August 15th.~~

~~D.~~ ***B.*** Promotion and Working out of Classification

~~In the case of promotion or working out of classification when designated by management, even temporarily, an employee shall be placed in the appropriate grade and one step above the step closest to but not less than their current level of compensation.~~

An employee shall not be required to perform work assigned by the Library Director or his/her designee out of classification for a period of ten (10) consecutive days or more without receiving the higher compensation. In such cases, the employee shall be placed in the appropriate grade and one step above the step closest to, but not less than, their current level of compensation.

Article 39
Professional Affiliations/Licensing

The Board shall bear the cost of all required licenses and/or certifications required by various regulatory agencies (local, state and federal) to maintain the employee's qualifications necessary for continued employment.

Article 40
Duration of Agreement

This Agreement between the Union and the Board is a ~~three~~-***two***-year agreement, commencing on July 1, 200~~1~~***4*** and expiring at midnight on June 30, 200~~4~~-***6***. 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. 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 executed prior to said expiration date, then the parties shall conduct themselves in accordance with the principle of "status quo," or as otherwise required by law.

Article 41
Savings Clause

If any provision of this agreement, or application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this agreement shall remain in full force and effect to the extent not inconsistent with State and Federal 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 _____,2001.

FOR THE NASHUA PUBLIC LIBRARY BOARD OF TRUSTEES

_____

_____
Witness

FOR THE AFT LOCAL #4831 NASHUA PUBLIC LIBRARY EMPLOYEES

_____

_____
Witness

Approved as to form:

_____
David R. Connell, Esquire
Corporation Counsel
Office of Corporation Counsel
City of Nashua, New Hampshire

{M0634631.1}

APPENDIX A

NASHUA PUBLIC LIBRARY EMPLOYEES- LOCAL 4831

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____ Effective Date _____

Last Name (Please Print) _____ First Name _____ Middle Initial _____

Street Address _____ City/Town _____

State _____ Zip Code _____

Mailing Address (if different) _____

Home Phone Number _____ Home Email _____

Library Branch/Department _____ Job Title _____

Nashua Public Library Employees Local #4831, Federation of Public Employees

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said moneys so deducted and transmitted in accordance with this authorization, and relieve the Board of Trustees and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes while I am employed in the Public Library System, or until revoked by me in writing within fifteen (15) days after my anniversary date by delivering said written revocation to the Human Resources/ Payroll Department and the Union .

Member's Signature _____ Dated _____

Dues paid to the Nashua Public Library Employees Local #4831, FPE/AFT, may not be deductible for federal income tax purposes; however, under limited circumstances, dues may qualify as a business expense.

{M0634631.1}

APPENDIX B

GRIEVANCE

Aggrieved Employee _____

Department _____ Date _____

Contract Provision Violated _____

Date Violation Occurred _____

Facts/Nature of Grievance _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Adjustment / Relief Requested

_____

_____

_____

_____

_____

_____

_____ _____

Employee Signature Union Representative

{M0634631.1}

Step II - Library Director or Designee:

Date submitted to Library Director or designee _____
(must be within 15 working days of the date of violation above)

Director or Designee's Response

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Date of Response _____ (must be within 5 working days of receipt)

_____
Director or Designee's Signature

(If dissatisfied with director or designee's response, the Union must appeal to the Board of Trustees within five working days of the date of response)

{M0634631.1}

Appendix C
Sick Leave Bank Operational Rules

The purpose of the Sick Leave Bank as provided for in the contract between the Union and Library Board of Trustees is to offer income protection to contributing members who must be absent because of prolonged or continuing illness beyond their control, or incapacitating accident.

1. To be eligible to withdraw from the bank, an employee must be enrolled as a donor.
2. An eligible member is entitled to a maximum of 15 prorated sick days, plus 2 prorated sick days for each prorated sick day donated.

Examples:

a) A 25 hr/week employee donates 2 days (or 2x 5=10 hrs.) to the bank. He/she is entitled to a maximum of 15 + (2x2) = 19 days (or 19x5=95 hours).

b) A 30 hr/week employee donates 5 days (or 5 x 6= 30 hrs) to the bank. He/she is entitled to a maximum of 15 + (2 x 5)=25 days (or 25 x 6= 150 hrs).

c) A 40 hr/week employee donates ~~15~~ 10 days ~~(15 x 8 =120 hrs)~~ (10 x 8 = 80 hrs) to the bank.
He/she is entitled to a maximum of ~~15~~ 10 + (2 x ~~15~~ 10)~~=45~~ 30 days (or ~~45~~ 30 x 8~~=360~~ 240 hrs).

3. An eligible member requesting sick leave time from the bank must have exhausted his/her normal sick leave time, at which point he/she must fill out an application for withdrawal, to be obtained in the Administration Office.

4. The Sick Leave Bank committee shall render a decision on an application for withdrawal within 10 working days of the date all medical documentation and information requested by the Committee has been submitted. All decisions by the Sick Bank committee shall be final and not subject to the grievance procedure.

{M0634631.1}

NASHUA PUBLIC LIBRARY
SALARY SCHEDULE

Appendix D

Current (6/30/04)

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	18,346.00	18,848.68	19,365.13	19,895.74	20,440.88	21,000.96	21,576.39	22,167.58	22,774.97	23,399.01	24,040.14	24,698.84	25,375.59	26,070.88	26,785.22	27,518.00
2	20,634.00	21,146.14	21,670.98	22,208.86	22,761.08	23,324.99	23,903.91	24,497.21	25,105.23	25,728.34	26,366.92	27,021.34	27,692.01	28,379.33	29,083.70	29,806.00
3	22,942.00	23,553.95	24,182.23	24,827.27	25,489.51	26,169.42	26,867.46	27,584.13	28,319.90	29,075.31	29,850.86	30,647.11	31,464.59	32,303.87	33,165.55	34,050.00
4	27,040.00	27,599.02	28,169.61	28,751.99	29,346.40	29,953.11	30,572.36	31,204.42	31,849.54	32,507.99	33,180.06	33,866.03	34,566.17	35,280.80	36,010.19	36,754.00
5	27,342.00	28,220.50	29,127.22	30,063.08	31,029.01	32,025.97	33,054.96	34,117.02	35,213.20	36,344.60	37,512.35	38,717.62	39,961.62	41,245.59	42,570.81	43,939.00
6	28,390.00	29,387.34	30,419.72	31,488.36	32,594.55	33,739.60	34,924.87	36,151.78	37,421.79	38,736.42	40,097.23	41,505.84	42,963.94	44,473.27	46,035.61	47,653.00
7	29,749.00	30,879.46	32,052.88	33,270.89	34,535.18	35,847.52	37,209.73	38,623.70	40,091.40	41,614.87	43,196.24	44,837.69	46,541.53	48,310.10	50,145.89	52,053.00
8	32,610.00	33,849.18	35,135.45	36,470.60	37,856.48	39,295.02	40,788.24	42,338.19	43,947.04	45,617.03	47,350.47	49,149.79	51,017.48	52,956.15	54,968.48	57,057.00

Year 1 (Effective 7/1/04)

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	18,848.68	19,365.13	19,895.74	20,440.88	21,000.96	21,576.39	22,167.58	22,774.97	23,399.01	24,040.14	24,698.84	25,375.59	26,070.88	26,785.22	27,518.00	28,343.54
		2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	3.00%
2	21,146.14	21,670.98	22,208.86	22,761.08	23,324.99	23,903.91	24,497.21	25,105.23	25,728.34	26,366.92	27,021.34	27,692.01	28,379.33	29,083.70	29,806.00	30,700.18
		2.48%	2.48%	2.49%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	3.00%
3	23,553.95	24,182.23	24,827.27	25,489.51	26,169.42	26,867.46	27,584.13	28,319.90	29,075.31	29,850.86	30,647.11	31,464.59	32,303.87	33,165.55	34,050.00	35,071.50
		2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	3.00%
4	27,599.02	28,169.61	28,751.99	29,346.40	29,953.11	30,572.36	31,204.42	31,849.54	32,507.99	33,180.06	33,866.03	34,566.17	35,280.80	36,010.19	36,754.00	37,856.62
		2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	3.00%
5	28,220.50	29,127.22	30,063.08	31,029.01	32,025.97	33,054.96	34,117.02	35,213.20	36,344.60	37,512.35	38,717.62	39,961.62	41,245.59	42,570.81	43,939.00	45,351.16
		3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%
6	29,387.34	30,419.72	31,488.36	32,594.55	33,739.60	34,924.87	36,151.78	37,421.79	38,736.42	40,097.23	41,505.84	42,963.94	44,473.27	46,035.61	47,653.00	49,327.21
		3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%
7	30,879.46	32,052.88	33,270.89	34,535.18	35,847.52	37,209.73	38,623.70	40,091.40	41,614.87	43,196.24	44,837.69	46,541.53	48,310.10	50,145.89	52,053.00	54,032.64
		3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%
8	33,849.18	35,135.45	36,470.60	37,856.48	39,295.02	40,788.24	42,338.19	43,947.04	45,617.03	47,350.47	49,149.79	51,017.48	52,956.15	54,968.48	57,057.00	59,224.87
		3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%

Year 2 (Effective 7/1/05)

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	19,365.13	19,895.74	20,440.88	21,000.96	21,576.39	22,167.58	22,774.97	23,399.01	24,040.14	24,698.84	25,375.59	26,070.88	26,785.22	27,518.00	28,343.54	29,193.85
		2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	2.74%	3.00%	3.00%
2	21,670.98	22,208.86	22,761.08	23,324.99	23,903.91	24,497.21	25,105.23	25,728.34	26,366.92	27,021.34	27,692.01	28,379.33	29,083.70	29,806.00	30,700.18	31,621.19
		2.48%	2.49%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	2.48%	3.00%	3.00%
3	24,182.23	24,827.27	25,489.51	26,169.42	26,867.46	27,584.13	28,319.90	29,075.31	29,850.86	30,647.11	31,464.59	32,303.87	33,165.55	34,050.00	35,071.50	36,123.65
		2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	3.00%	3.00%
4	28,169.61	28,751.99	29,346.40	29,953.11	30,572.36	31,204.42	31,849.54	32,507.99	33,180.06	33,866.03	34,566.17	35,280.80	36,010.19	36,754.00	37,856.62	38,992.32
		2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	3.00%	3.00%
5	29,127.22	30,063.08	31,029.01	32,025.97	33,054.96	34,117.02	35,213.20	36,344.60	37,512.35	38,717.62	39,961.62	41,245.59	42,570.81	43,939.00	45,351.16	46,808.71
		3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%
6	30,419.72	31,488.36	32,594.55	33,739.60	34,924.87	36,151.78	37,421.79	38,736.42	40,097.23	41,505.84	42,963.94	44,473.27	46,035.61	47,653.00	49,327.21	51,060.25
		3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%
7	32,052.88	33,270.89	34,535.18	35,847.52	37,209.73	38,623.70	40,091.40	41,614.87	43,196.24	44,837.69	46,541.53	48,310.10	50,145.89	52,053.00	54,032.64	56,087.57
		3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%
8	35,135.45	36,470.60	37,856.48	39,295.02	40,788.24	42,338.19	43,947.04	45,617.03	47,350.47	49,149.79	51,017.48	52,956.15	54,968.48	57,057.00	59,224.87	61,475.11
		3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%	3.80%

Grade One: Janitor
Grade Two: Custodian, Book Processor
Grade Three: Maintenance Supervisor, Security
Grade Four: Library Assistants
Grade Five: Assistant Librarian
Grade Six: Coordinator
Grade Seven: Reference Librarian
Grade Eight: Librarian

{M0634631.1}

NEW HAMPHIRE PUBLIC EMPLOYEE LABOR RELATIONS BOARD

BOARD OF TRUSTEES NASHUA PUBLIC LIBRARY	*	FACT FINDING REPORT
-AND-	*	NANCY E. PEACE FACT FINDER
NASHUA PUBLIC LIBRARY EMPLOYEES LOCAL #4831, AFT, FPE, AFL-CIO	*	
NHPELRB CASE NUMBER M-0669-2	*	DATE: MARCH 9, 2005

* *

INTRODUCTION

The Board of Trustees of the Nashua Public Library (Trustees/Employer) and the Nashua Public Library Employees, Local 4831, AFT, FPE, AFL-CIO (Union) are parties to a collective bargaining agreement (Agreement) that expired June 30, 2004. The parties were not able to secure a successor agreement through direct negotiations. The Union declared impasse on January 11, 2005. The undersigned was selected by mutual agreement of the parties to serve as fact finder for the current collective bargaining impasse.

A hearing was held on February 16, 2005 at the Nashua Public Library, Nashua, New Hampshire. William Wardwell, Esq., represented the Nashua Public Library Board of Trustees (Trustees) and Terri D. Donovan, Esq. represented Nashua Public Library Employees (Union).

BACKGROUND

The parties began negotiating a successor agreement in April 2004. All City units, including the Board of Trustees of the Nashua Public Library, had been directed by the Board of Aldermen to limit the cost of wage increases, including step increases, to 3% per year and to negotiate some relief in the area of health insurance. The Library Trustees took this direction seriously and after approximately a dozen negotiating sessions, on September 23, 2004 the parties reached tentative agreement on a two-year contract that conformed to the established parameters.

The parties agreed to changes in other sections of the contract as well. These changes were merely administrative or clerical, however. Thus, Articles 1, Agreement, incorporated a date change; Article 2 Recognition, deleted an outdated provision; Article 4, Union Dues, added a reference to Appendix A, which contains the Payroll Deduction Form; Article 9, Work Week and Work Schedule, was amended. Article 10, Overtime, was amended to clarify the relationship between State and Federal law and the contract, with the contract prevailing, when it provides a greater benefit; Article 12, Grievance Procedure, was amended to include reference to Appendix B, which contains the form for filing a written grievance at Step II; Article 14, Paid Leaves, was amended to clarify eligibility for different types of leaves, exchange Christmas Eve Day for Presidential Election Day as a holiday, and allow transfer of vacation leave accrued in other City Departments; Article 14A, Sick Leave Bank, increased from one to two the number of employer and union representatives on the Sick Leave Bank governing committee; Article 16, Family & Medical Leave Act, was changed to correct article references; Article 19, Tuition Reimbursement, was amended to provide for the exclusion of certain grants and scholarships from the 50% rule and to clarify what will happen if applications for tuition reimbursement exceed the amount available Article 22, Dental Insurance, was amended to clarify part-time employees eligibility for dental insurance on a pro rata basis only; Article 25, Death Benefit, was amended to include payment to an employee's estate and eliminate time credited for recognition days; Article 33, Performance Evaluations, was amended to change the timing of evaluations; and Article 40, Duration of Agreement, was changed to reflect the inclusive dates of the Agreement. (See BX-1, Tentative Agreement Change Summary, and JX-2, Tentative Agreement, prepared on September 27, 2004.)

Following what was described as a difficult discussion, the Union membership ratified the tentative agreement on Tuesday, September 28. The Trustees ratified it the following Tuesday, October 5, 2004. Once ratified, the Tentative Agreement was reviewed by the City's Finance Committee. The Committee approved the Tentative Agreement at its November 15, 2004 meeting.

(JX-3a) On November 22, the Budget Review Committee declined to recommend final passage of the cost items for the tentative agreement and, instead, voted to recommend indefinite postponement of the item. (JX-3b.)

At its November 23, 2004 meeting, the Board of Aldermen defeated the motion of Alderman Shaw for final passage of R-04-136, "Approving Cost items of a Collective Bargaining Agreement between the Board of Trustees of the Nashua Public Library and the Nashua Public Library Employees, Local #4831, AFT, FPE, AFL-CIO through June 30, 2006." (JX-3c.) At its December 6, 2004 meeting, the Board of Aldermen voted to indefinitely postpone R-04-136. (JX-3d.)

ANALYSIS AND RECOMMENDATIONS

The following recommendations are made based upon the evidence and arguments presented at the hearing. In making these recommendations, I have considered generally accepted fact finding criteria such as ability to pay, comparability, and the parties' bargaining history.

Evidence presented at the hearing, including the minutes of the Finance Committee, the Budget Committee and two meetings of the Board of Aldermen, demonstrates that funding for two items is holding up final passage of the funding resolution for the collective bargaining agreement between the Nashua Public Library Board of Trustees and the Nashua Public Library Employees. These items are health insurance premiums and wages. This report focuses on those two issues.

HEALTH INSURANCE PREMIUMS

Discussion

With respect to health insurance, the July 1, 2001 through June 30, 2004 collective bargaining agreement provides in pertinent part (JX-1, pp. 20-21):

> **Article 21**
> **Health Insurance**
>
> The Board shall provide, upon request of a member of the bargaining unit, the premium for an individual, two-person or family plan, of one but not more, of the following, if available, or a comparable plan if the following plan(s) are not available:
>
> (a) Blue Cross/Blue Shield Plan JWM;
> (b) Blue Choice New England Point-of-Service Plan; or
> (c) A choice of HMO Blue or Harvard Pilgrim Health Care
>
> 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.
>
> For eligible members, the City shall contribute 85% of the premium for option (b) and 95% of the premium for option (c). The City shall contribute toward the premium for option (a) the same dollar amount it contributes toward the premium of option (b).
>
> * * * * *

In the 2004-2006 Tentative Agreement that was ratified by the Union on September 28 and by the Library Board of Trustees on October 5, 2004, the parties retained the above-quoted language, but added the following new provisions (JX-2, p. 21):

> ***Any employee who is enrolled in the plan JWM on the effective date of this Agreement shall be allowed to continue to receive that indemnity plan. However, no other employees shall be allowed to select the indemnity plan.***
>
> ***For employees hired after the execution of this Agreement, the City shall, upon request of an eligible employee, provide an individual, two person or family plan for HMO. Such employees shall, during the enrollment next following their first anniversary and annually thereafter during the open enrollment period, have the right to transfer to the point of service plan at the contribution rate set forth above. The contribution rate for all HMO employees shall be as provided for above.***

The library contract is the last in the current cycle of negotiated agreements between the City and its represented employees (excluding school department employees). The City has negotiated eight other contracts that contain health insurance provisions. They are:

Bargaining Unit	Union	Contract Dates	Exhibit Number	95% HMO 85% POS	End new JWM enrollees	New hires HMO only
Public Works	AFSCME	2002-2006	UX-1a	Yes	No	No
Fire Fighters	IAFF	2002-2006	UX-1b	Yes	Yes	Yes
Police Civilian Employees	Teamsters	2002-2007	UX-1c	Yes	For new hires only	No
Police Supervisors	NPSA	2002-2005	UX-1d	Yes	No	No
Police Patrolmen	NPPA	2002-2005	UX-1e	Yes	No	No
Pol. Communications	NPCU	2003-2005	UX-1f	Yes	Yes	No
Clerical & Technical	UAW	2002-2005	UX-1g	Yes	No	No
Professional	UAW	2002-2005	UX1-h	Yes	No	No
Library	**AFT**	**2004-2006**	**JX-2**	**Yes**	**Yes**	**Yes**

All eight contracts provide that the City shall pay 85% of the premium for point-of-service plans, 95% for HMO plans and contribute toward the indemnity (JWM) plan "the same dollar amount that it contributes toward the premium of option (b)." Option (b) is the point-of-service plan.[1] Seven of the eight contracts contain no language restricting new hires to an HMO for the first year of their employment. Five of the eight contracts do not contain language ending the indemnity plan

The transcripts of the Finance Committee, Budget Committee and two Aldermen's meetings indicated there was a general desire among some Aldermen and taxpayers to contain the City's health care costs and to begin doing so with this contract. The rising cost of health care insurance premiums is of concern to most public officials, not only in New Hampshire, but throughout the country. There are many ways to achieve this goal, however. Increasing

[1] [1] For employees hired into the Police Supervisory Unit after July 1, 2002, the City contributes 80% to the premiums of both the indemnity plan for POS and HMO plans. However, this contract does not contain provisions that limits or ends the indemnity plan or limit new hires (or those new to the unit) to an HMO plan.

employees' share of the insurance premium is merely one alternative. A larger and more systematic discussion is needed to determine what will be the most effective alternative for the City of Nashua. Moreover, even if an increase in the employee contribution is determined to be the best alternative, the appropriate time to seek this contractual change is during the next round of negotiations. To ask one small group of City employees to contribute more than the vast majority of other City employees during the same time period is unfair and could lead to decreased employee morale.

There is no evidence in the record to suggest that Library employees are less deserving of benefits than other City employees. Indeed, the testimony of Library Director Joseph Dionne at the November 15, 2004 Finance Committee meeting suggests just the opposite. Mr. Dionne testified that "business at the library is 50% greater today than it was two years ago." This Fact Finder's own experience entering the library at opening time confirmed that this library is a highly valued community resource. Citizens were literally lined up waiting for the doors to open. Library employees are clearly perceived as providing value to the taxpayers of Nashua.

It is important to note that during their negotiations, the Library Trustees and the Union were not unmindful of the need to rein in health care costs. This bargaining unit is one of only two that agreed to language limiting new hires to an HMO for their first year of employment. This is a good faith effort on the part of Library management and labor to deal with this important challenge and it is expected to have a significant impact. As Mr. Dionne explained to the Aldermen at November 22 meeting of the Budget Review Committee:

> There are two things at work; one is that HMO premiums are less for the city's share than are say the premiums of an indemnity plan like a Blue Cross/Blue Shield. The other is that people will be pleased with the service they get from the HMO and will remain with it for the life of their employment with the city, which has been the experience in other municipalities that have tried this approach. The net [e]ffect is a savings to the city that can sometimes run into a considerable amount over the course of a year for new hires. We have been hiring on average

> about 4 people a year who would fall into the category of being covered by city benefits. It is not an inconsiderable approach to saving money for the city.

Only time and careful data collection will demonstrate the impact of this particular agreement, but this unit of City government should be rewarded for its innovation, not punished.

An important standard in developing recommendations in a fact finding process is the employer's ability to pay. There is no evidence in the record to suggest that the City of Nashua experienced a significant change in its financial situation between the time it signed the other labor contracts and September 2004, when the Library's tentative agreement was signed. Absent a dramatic change in the City's financial status, it is both reasonable and fair that Library employees receive the same health insurance benefits as City employees in other bargaining units.

Recommendation: The City should fund the Health Insurance provision, Article 21, as written in the Tentative Agreement between the Nashua Public Library and the Nashua Public Library Employees.

OVERALL COST OF THE AGREEMENT, INCLUDING WAGES

Discussion

As noted above, the Tentative Agreement provides for a 3% overall cost increase in each of the two years of the Agreement. This amount constitutes funding for step increases that the City previously negotiated when it agreed to the existing salary matrix. It does not provide for an across-the-board increase in the salary matrix itself. The only adjustment to the salary matrix was to eliminate Step 1 and add a new Step 16 (top step) each of the two years. The new top steps will be at least 3%. However, employees on Pay Grades 2, 3 and 4 will continue to receive less than 3% because the step increases in this part of the matrix range from 2.07% to 2.48%, unless an employee is entering Step 16. Noting that approximately 80% of the Library's budget is labor

costs, Library Director Dionne assured the Aldermen that he the overall budget would also increase no more than 3%.

At the December 6 Aldermen's meeting, Mr. Dionne noted that several years ago Jane Joyce, Human Resources Director for the City of Nashua, gave the Library Trustees parameters for a cycle of contracts, of which the Library contract is the last to come through. Dionne noted that what they were charged with specifically was to remain at or below the 3% level and to consider the possibility of a two-tiered system for health benefits that would include only HMOs for new employees. Both of these items are included in the Tentative Agreement, he noted.

The Library Trustees took seriously and honored the parameters they were given. In light of this good faith effort on the part of the Trustees, it seems short-sighted for the Aldermen to now undercut the agreements the Trustees made by refusing funding. Another cycle of negotiations is about to commence. In the interests of effective negotiations and effective management, it is important that City managers have confidence that if they negotiate agreements along the lines suggested by the Aldermen and their appointees, they will be supported. It is important the employees be able to trust the word and the authority of those with whom they are negotiating.

Not only is the 3% cost wage increase negotiated by the Library Trustees within the recommended parameters that were suggested for all City contract negotiations, it is comparable to what City employees in other bargaining units received. As noted above, fact finders look to comparability as a basis for their recommendations. Given the 50% increase in the library employees' work over the past two years, an increase at least equal to that received by other City employees is warranted. There is no evidence in the record that the City lacks the ability to pay the negotiated increase.

Recommendation: The City should accept the provisions set forth in Article 38 of the Tentative Agreement and should approve the cost items of the collective bargaining agreement between the Board of Trustees of the Nashua Public Library and the Nashua Public Library Employees, Local #4831, AFT, FPE, AFL-CIO through June 30, 2006.

Respectfully submitted

Nancy E. Peace

Nancy E. Peace
Fact Finder

March 9, 2005