



RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE BOARD OF TRUSTEES OF 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

LEGISLATIVE YEAR 2006

RESOLUTION: R-2006-84

PURPOSE: 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

SPONSOR(S): Mayor Bernard A. Streeter
Alderman-at-Large Steven A. Bolton

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: The cost analysis is being prepared by the Financial Services Division and will be available for the Finance Committee meeting.

ANALYSIS

This resolution approves 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. The Agreement has a term of four (4) years, expiring at the end of June, 2009. The board of aldermen must vote whether or not to approve the cost items of this contract within thirty (30) days of receipt. RSA 273-A:3 II (c).

Approved as to form: Office of Corporation Counsel

By:  _____

Date: June 22, 2006

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NASHUA, NH

AND

U.A.W. LOCAL 2232

CLERICAL AND TECHNICAL UNIT

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1
2 **Article 1**
3 Agreement

4
5 AGREEMENT, made and entered into as of the _____ day of _____, 2006, by and
6 between The City of Nashua, New Hampshire (hereinafter called the "City") and the International
7 Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and
8 its Local # 2232, United Automobile, Aerospace and Agricultural Implement Workers of America
9 (UAW), Clerical and Technical Unit, (hereinafter called the "Union").
10

11
12 **Article 2**
13 Recognition

14
15 The City hereby recognizes the Union as the sole and exclusive representative of the clerical and
16 technical employees as certified by the PELRB of New Hampshire as per Appendix A.
17

18 The City agrees that it will not discriminate against, intimidate, or coerce any employee in the
19 exercise of their rights to bargain collectively through the Union on account of membership in or
20 activities on behalf of the Union. The City agrees that it will deal with the Union for the purposes of
21 bargaining with respect to wages, hours of duty and working conditions of members of the
22 Bargaining Unit.
23

24 Should there be a dispute between an employee and the Union over the matter of an employee's
25 Union membership, the Union agrees to hold the City harmless in any such dispute.
26
27

28 **Article 3**
29 Discrimination

30
31 It is agreed that the City will not discriminate on the basis of sex, race, color, national origin,
32 religion, lawful political or employee's organization affiliation, age, marital status, sexual preference,
33 or non-disqualifying disability, or on any basis prohibited by law.
34
35

36 **Article 4**
37 Union Dues

38
39 An employee, who is a member of the Union, may execute a written authorization providing that a
40 portion of their salary representing monthly dues be withheld weekly and forwarded to the Union.
41 Upon receiving a properly executed Authorization and Assignment Form from an employee, the
42 Local 2232 shall notify the Human Resources/Payroll Department to deduct from salary due, the
43 amount authorized, and a copy of said form acceptable to Human Resources Department shall be
44 furnished thereto in advance of said deduction. A copy of said form is attached as Appendix B.

1
2 Each month, a check for the amount of all dues deducted, along with a current list of members from
3 whose salary dues deductions have been made, shall be transmitted to the Treasurer of the Union.
4

5 An employee who executes such authorization form shall continue to have such deductions made
6 from their salary during the term the Agreement or until the Human Resource/Payroll Department,
7 with a copy to the Union, are notified that the Authorization and Assessment Form is being revoked,
8 and the employee thus redraws the authority for the deduction of dues. Dues deductions shall be
9 made without cost to the employee or the Union.
10

11 Dues deductions shall be subordinate to deductions required by law and other deductions. No
12 deductions shall be made if an employee has insufficient salary in any pay period. The City of
13 Nashua shall not be responsible for deducting any arrearage in dues owed to the Union by a member,
14 or any special or other assessment by the Union, with the exception of the deduction of initiations
15 fees if expressly authorized on the form noted above.
16

17 Deductions shall automatically terminate upon the occurrence of any of the following events:
18

- 19 1. Termination of employment;
- 20 2. Transfer out of the bargaining unit;
- 21 3. Lay-off;
- 22 4. Revocation by the employee of Dues Authorization.
23

24 The Unit shall indemnify and save harmless The City of Nashua in and on account of any and all
25 claims, suits and damages arising out of, or in relation to, such dues deductions.
26
27

28 **Article 4A** 29 Agency Fee 30

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

- 1
- 2 F. Exercise control and discretion over the City of Nashua, its organization, and the
- 3 technology or lack thereof of performing its work;
- 4
- 5 G. Determine the standards of selection for employment and the standards of service to
- 6 be offered by the City of Nashua;
- 7
- 8 H. Assign Union employees to work in any job classification as needed, in the
- 9 judgement of the appropriate supervisor or manager.
- 10
- 11 I. Exercise managerial policy, as set forth in RSA 273-A;
- 12
- 13 J. Schedule the hours and days of work whether for emergency purposes or not.
- 14

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

18

19 **Article 7**

20 **Strikes and Work Stoppages**

21

22

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

25

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

30

1 **Article 8**

2 Work Week and Work Schedule

- 3
- 4 A. The work week shall consist of seven (7) consecutive twenty-four (24) hour periods and
5 shall stay consistent with current practice.
- 6
- 7 B. The normal work schedule shall consist of five (5) consecutive eight (8) hour work days.
- 8
- 9 C. Employees engaged in continuous operations such as BPW, and other jobs where employee's
10 are ordered on call at any hour of the day, shall have regular working hours and regular work
11 weeks to suit specific jobs in these continuous operations as practiced as of the date of
12 execution.
- 13
- 14 D. The City may establish working hours for jobs having other than normal requirements.
- 15
- 16 E. Any change in the regular work schedule hours shall be the subject of discussions between
17 the Union and the City before being implemented. This subsection shall not be construed to
18 reduce or impair managements authority pursuant to the article entitled "Management
19 Rights" supra.
- 20

21 **Article 9**

22 Overtime

23

24

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

31

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

37

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

41

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

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

3
4 Notwithstanding the foregoing, overtime in emergency situations shall be assigned as determined by
5 management in order to best address the emergency. In this event, employees required to work
6 overtime for the emergency will be skipped over the next time they would be eligible for non-
7 emergency overtime.

8
9 For the purposes of this section, seniority shall be calculated on the same basis as Job Posting/Lay-
10 offs and Recall.

11
12 The City and the Union will jointly maintain an updated overtime rotation list. The Union will
13 provide the City with any changes in contact information. These changes will be made to the list as
14 soon as they are received from the Union. Any errors in allocating overtime will be corrected
15 immediately by placing the missed individual at the top of the overtime list and giving him or her the
16 next overtime opportunity. This subsequent opportunity will be offered for the same number of
17 hours as the missed opportunity. The employee's original position on the overtime list will not
18 change with this action. Corrections of errors in allocating overtime shall be handled in this manner
19 not more than once per individual employee per fiscal year.

20
21 Employees who agree to be "on call" shall be compensated one (1) hour of overtime rate (time and a
22 half) per day. The employee will be issued a pager and respond to it if paged.

23
24 Overtime opportunities for street foremen shall be as follows:

- 25 List A: Street Foremen
- 26 List B: Other Street Department Foremen
- 27 List C: Other qualified UAW employees in the Street Department
- 28 List D: Park Department Foremen
- 29 List E: All other qualified UAW employees

30
31 Snow overtime opportunities for street foremen shall be as follows:

- 32 List A: Street Foremen
- 33 List B: Other Street Department Foremen
- 34 List C: Other Snow Route Foremen, not in the Street Department
- 35 List D: Other qualified UAW employees in the Street Department
- 36 List E: Park Department Foremen
- 37 List F: All other qualified UAW employees

38
39 In the event that no one volunteers for duties relative to snow operations, any new UAW employee
40 hired or promoted on or after June 2, 2003 is required to be available for snow-related overtime and
41 will be assigned by reverse seniority on a rotating basis.

42
43 Anyone who is on Earned Time Leave or who is under medical restrictions or who has reasonable
44 justification for not being available shall not be required to accept overtime assignments.

1
2 The City shall provide the Union with the qualifications necessary to assume, on a temporary basis,
3 the duties of a snow route foreman, and once an employee has been determined to have these
4 qualifications, the employee shall be included in List F.

5
6 The City shall provide any necessary training to allow employees to become qualified for these
7 snow operations.

8
9 **Article 10**
10 Seniority

11
12 Seniority shall be defined as the continuous length of service with the City of Nashua. For the
13 purpose of Lay-offs, Recall and Job Postings seniority shall be in accordance with the following:

14
15 **Three points [3]** shall be awarded for each completed year an employee works in a specific
16 department.

17
18 **Two points [2]** shall be awarded for each completed year an employee works in a specific division,
19 and out of the department.

20
21 **One point [1]** shall be awarded for each completed year an employee works for the City and out of
22 the division, and out of the department.

23
24 Seniority shall be based on the total number of points an employee has accumulated.

25
26 For an example an employee with eleven years with the City in continuous service, and as follows:

27

department	division	city
5	3	3

28
29
30 would have 24 points [5x3+3x2+3x1].

31
32
33 The City shall furnish the Union Chairperson with an up-to-date Seniority List on a quarterly basis.
34 The City will also furnish the names of all new hires, promotions, layoffs and terminations on a
35 weekly basis.

1
2 Seniority shall be broken for the following reasons:

- 3
4 a) If the employee quits or retires.
5
6 b) If the employee is discharged for just cause.
7
8 c) If the employee is laid off for a period of time greater than two (2) years.
9

10 Until an employee has served the probationary period, the employee has no seniority status and may
11 be discharged or laid off without cause. Upon successful completion of the probationary period,
12 seniority will accrue retroactively to the date of hire.
13

14 The employee shall accumulate seniority while on an authorized leave of absence.
15

16
17 **Article 11**
18 **Grievance Procedure**
19

20 In the event that differences arise with respect to any provision of this Agreement, an earnest effort
21 shall be made to settle such differences promptly in the following order and manner:
22

23 **Step I** An employee shall present an oral grievance with or without the assistance of the
24 Union to the employee's immediate supervisor. The supervisor shall respond to the
25 grievance within five (5) working days. If the grievance is not settled at this step, the
26 grievance may proceed to the next step. The employee will be paid at the employee's
27 regular rate of pay for time spent presenting the oral grievance, if during work hours.
28 Any resolution of the grievance shall not be inconsistent with the terms of this
29 agreement. The Union shall be notified of the resolution of the grievance.
30

31 **Step II** The grievance shall be set forth in writing on the form as provided in Appendix C.
32
33 The grievance must be signed by the aggrieved employee and Union Representative,
34 and presented to the employee's Department Head within five (5) working days after
35 receipt of the supervisor's decision in step I.
36

37 The Department Head will be given five (5) working days after the receipt of the
38 grievance to have a meeting with the aggrieved party and communicate a decision in
39 writing to the Union. If the grievance is not settled to the satisfaction of the employee
40 and the Union, or if no reply is communicated after the five (5) working days, the
41 grievance may proceed to Step III.
42

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

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

9
10 **Step IV** The Union will inform the Board of Commissioners of the grievance, in writing and
11 within five (5) working days of the Division Director's decision or lack thereof. The
12 Union shall provide the Board with copies of all prior communications. The Board of
13 Commissioners will be given twenty (20) working days to meet with the union
14 representative, with or without the aggrieved party, and communicate a written
15 decision to the Union. If the grievance is not settled to the satisfaction of the
16 employee and the Union, or if no reply has been communicated after the twenty (20)
17 working days, the grievance may proceed to Step V.

18
19 **Step V** Within thirty (30) working days of the Division Director's and/or Human Resources
20 Manager's, or applicable Board of Commissioners decision, or expiration of the
21 decision period, the Union will have the option of submitting the grievance to
22 arbitration. The Union shall inform the Human Resources Manager in writing of its
23 decision to arbitrate.

24
25 The choice of Arbitrator shall be by agreement of the two parties. However, if no
26 such agreement has been reached within ten (10) working days notice of intent to
27 arbitrate, the grievance may be referred to the Public Employee Labor Relations
28 Board for the selection of the arbitrator in accordance with the procedures then
29 obtaining. All decisions of the arbitrator shall be binding. The arbitrator shall have
30 no authority to award a monetary remedy hereunder other than for lost compensation
31 which would have been otherwise received pursuant to the terms of this agreement.

32
33 The operation of this grievance and arbitration agreement shall be subject to the
34 provisions of Chapter 542 of the New Hampshire Revised Statutes Annotated.

35
36 **Time Limitations**

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

41
42 Failure at any step of this procedure by the City to communicate a decision in writing on a grievance
43 within the time specified shall permit an appeal of the grievance to the next step. Failure at any step

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

3
4 **Right to Withdraw**

5 The aggrieved party has the right to withdraw the grievance at any time during the proceedings.
6

7 **Union Representation**

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

11
12 **Fees**

13 The fees and expenses charged by the arbitrator shall be shared equally by the City and the Union.
14

15 **Mediation**

16 Grievance Mediation may take place, at no cost to either party, in the grievance procedure at any
17 time if agreed by both parties. Either party may submit a request to the other requesting Grievance
18 Mediation. The parties may use any mediator or service, including the Federal Mediation and
19 Conciliation Service or may agree to mediate without a third party.
20

21
22 **Article 12**

23 **Job Posting/Lay-Offs/Recall**

24
25 Each position shall be defined by a Position Description Form (PDF). All PDFs shall be
26 reviewed and evaluated and assigned a grade. The Union shall have input in the PDF process
27 and shall be notified when any PDF is being created, under review, being reevaluated or has
28 been requested to be reevaluated.
29

30 Effective upon the ratification of this agreement, the City and the Union agree to meet and
31 discuss the criteria for use in determining upgrades for positions and the procedures by which
32 employees may request to have their PDFs reviewed for possible upgrade.
33

34 **Eligibility:** All vacancies in positions within the bargaining unit will be subject to the posting
35 procedures specified in this Article. When filling vacancies for positions covered by this
36 Agreement, current regular full-time and part-time UAW bargaining unit employees who have
37 completed their probationary period are eligible to apply for a vacant position.
38

39 **General Posting Policy:**

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

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

3
4 Within 60 days of a permanent opening, the City shall either post the position and fill it as stated
5 above or eliminate the position with such notice to the Union. The City can request an extension of
6 time to fill an opening, which will not be unreasonably denied by the Union.

7
8 The settlement agreement concerning job postings Dated July 25, 2005 (Appendix F) is incorporated
9 into this agreement.

10
11 **Selection of qualified candidate:**

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

18
19 The notice for vacant positions shall not be posted, externally, until all internal applications have
20 been reviewed and/or interviewed.

21
22 Each new employee shall receive a copy of the current Collective Bargaining Agreement covering
23 the position (via electronic copy if appropriate) and be permitted reasonable time to meet with a
24 Union representative.

25
26 The City shall notify the Union (via email if appropriate) of each new employee as they are hired,
27 including the employee's name, address, position title, department, and work location within five (5)
28 business days of their employment with the City.

29
30 **Promotional Opportunities:**

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

37
38 **Probationary Period:**

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

43
44 **Rate of Pay:**

1 Persons appointed to positions for the first time shall be paid an amount within the established range
2 for the position.
3
4

5 **Lay-Off Provision:**

6 Management reserves the right to lay-off employees as deemed necessary to conduct its operations.
7 In the event of layoff management will give 30 days written notice to affected employees. When
8 making layoff decisions, such factors as job performance, absenteeism record, and workload of
9 personnel will be considered. If management finds all factors to be reasonably equal for the
10 employees subject to layoff, then reverse seniority shall be utilized in making the layoff decision. In
11 cases where an employee has five (5) or more years of seniority, the employee shall be eligible to
12 bump the least senior employee remaining in a position class series in his/her department for which
13 he/she is qualified, if any. In the event that there is no one available to bump in the department, the
14 employee may exercise the same bumping rights in their division.
15

16 **Recall Provision:**

17 Laid off employees shall be eligible for recall for a period of two (2) years from the date of layoff. A
18 laid off employee shall be given preference for any position which he/she may be qualified during
19 said period. Recalled employees must be qualified for the position to which recalled. The Human
20 Resource Department shall send notices of other position vacancies to all employees eligible for
21 recall to their last known address.
22
23
24

25 **Article 13**

26 Distribution of this Agreement
27

28 Upon final execution of this Agreement, the City shall print and distribute or distribute via email an
29 initial copy of this Agreement to all unit members in the employ of the City as of the execution date.
30 The Union shall be responsible for distributing a copy of the Agreement to all unit members hired
31 after the date of execution.
32
33

34 **Article 14**

35 Holidays
36

37 Employees covered under this agreement shall receive straight time wages and not be required to
38 work on the following holidays, except as otherwise provided in this article:
39

40 New Years
41 Martin Luther King Jr. Day
42 Memorial Day
43 Independence Day
44 Labor Day

1 Veteran's Day
2 Thanksgiving Day
3 Christmas
4 Presidential Election Day [every four years]
5

6 In addition to the above days, three (3) holidays shall be determined by the Mayor in January of each
7 year.
8

9 Employees working in the Public Works Division shall have the same holidays as those specified in
10 Article 15A of the collective bargaining agreement between the Board of Public Works of the City
11 of Nashua and Local 365 of the American Federation of State, County and Municipal Employees,
12 AFL-CIO, provided that the total number of holidays shall be no less than holidays listed above.
13

14 Employees required to work a holiday shall receive one and one half (1.5) their usual straight time
15 rate of pay for hours worked. In addition they shall receive holiday pay unless, prior to submission
16 of the weekly payroll, the employee requests in writing to take the holiday time off on a scheduled
17 work day satisfactory to management, within three (3) months from the date of the holiday.
18

19 When a holiday occurs during scheduled time off, the holiday shall be paid at straight time and the
20 employee will not be charged with earned time for that day.
21

22
23 **Article 15**
24 **Unpaid Leaves**
25

26 A leave of absence is an unpaid, excused absence approved in advanced by the employees
27 immediate supervisor, department head, division director and the Human Resource Department.
28 Employees on a leave of absence shall receive no pay from the City.
29

30 Request for leave of absence shall be documented for approval on a personnel action form. The City
31 shall have no obligation to grant unpaid leave of absences, but will endeavor to do so where
32 reasonable and consistent with its operational needs.
33

34 Failure on the part of an employee on a leave of absence to report at its expiration, shall be cause for
35 termination of employment.
36

37 An employee on a leave of absence should not accept employment or conduct a business unless the
38 activity was previously approved by the Human Resource Department.
39

40 Employees who are absent because of non-occupational illness or disability may be granted unpaid
41 leave of absence after the expiration of all benefits, earned time and sick pool leave to which the
42 employee is entitled.
43

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

1
2 Earned time benefits will not accrue for the employee on an unpaid leave.
3
4

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

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

10
11 Payment of group insurance premiums during a leave of absence must be arranged in advance with
12 the Human Resource Department and the Risk Management Department.
13
14

15 **Article 16**
16 **Bereavement Leave**

17
18 The City permits absence from scheduled work with pay necessitated by death in your immediate
19 family, up to a maximum of three (3) regularly scheduled workdays at their straight time rate of pay
20 per occurrence.

21
22 The immediate family includes the employee's spouse or domestic partner and the following
23 relatives of the employee or employee's domestic partner: children, brother, sister, parents,
24 grandparents, grandchildren. The term child includes the loss of the fetus after the second trimester
25 of the pregnancy.
26

27 The City permits absence from scheduled work with pay necessitated by death of an employee or
28 employee's spouse's or domestic partner's aunt or uncle, or the loss of a fetus after the first trimester
29 of the pregnancy, for one (1) regularly scheduled workday at their straight time rate of pay per
30 occurrence.
31

32 Employees may be required to submit official notice or medical verification to substantiate the
33 bereavement leave request.
34

35 Employees on a scheduled leave of absence are not eligible for bereavement leave pay.
36

37 In the event the death for which leave is taken occurs during use of Earned Time, in accordance with
38 Article 41, and the employee desires to take bereavement leave during that period of the usage of
39 Earned Time, the bereavement time taken during the use of Earned Time shall not be charged
40 against the employee's Earned Time accruals.
41
42
43

44 **Article 17**

1 [Deleted]
2
3

4 **Article 18**
5 Jury Duty Pay
6

7 All persons covered under this agreement which are called upon to serve as a juror will be paid the
8 difference between the fee received for such service and the amount of straight time earnings lost
9 due to the jury duty.
10

11 **Article 19**
12 Workers' Compensation
13

14 Workers' compensation shall be provided by the City with coverage as specified in legislation of the
15 State of New Hampshire.
16

17 In the event an employee is injured on the job and is collecting workers' compensation, the City
18 agrees to:
19

- 20
- 21 1- pay the employee each week, the payment will include the difference between the amount
22 they are paid under Worker's Compensation and the amount of the employee's pay
23 for their regularly scheduled work week as in effect at the time of the injury.
24
 - 25 2- make such supplemental payments for as long as the employee is disabled, but in no case
26 longer than six (6) months from the date of injury.
27
 - 28 3- continue to accumulate all benefits [earned time] during the period in which the employee is
29 out on Workers' Compensation, up to six (6) months from the date of injury.
30

31 An employee injured while on the job and absent because of such injury shall be paid by the City for
32 the full day which the injury occurred.
33
34

35 **Article 20**
36 Tuition Reimbursement
37

38
39 Effective July 1, 2005:
40

41 The City shall contribute the sum of eighteen thousand dollars (\$18,000.00) per fiscal year to a
42 "tuition account", a combined account for Professional and Clerical/Technical employees covered
43 under their respective collective bargaining agreements with UAW Local 2232. Tuition
44

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

4
5 Effective July 1, 2006:

6
7 The City shall contribute the sum of twenty four thousand dollars (\$24,000.00) per fiscal year to a
8 "tuition account", a combined account for Professional and Clerical/Technical employees covered
9 under their respective collective bargaining agreements with UAW Local 2232. Funds that are not
10 used in any year will remain available in subsequent years until spent. Tuition reimbursement will be
11 available to employees who are laid-off but have received approval for and commenced taking a
12 course prior to their layoff. The tuition monies will be administered by the Human Resource
13 Department. Funds will be disbursed on a first come, first served basis.

14
15 **Reimbursement is as follows:**

16
17 Seventy five percent (75%) for courses taken in a work related degree or certificate program,
18 Seventy five percent (75%) for work related courses, and

19
20 Fifty percent (50%) for courses taken in a non-work related degree or certificate program,
21 and

22 Fifty percent (50%) for "other" courses, non-work related, non-degree provisions pursuant to
23 the following:

24
25 Forms for the "other" courses must be submitted to the Human Resource
26 Department by June 1st of each year. Monies will be disbursed on a first
27 come first served basis and as funds permit. No monies for "other" courses
28 will be disbursed prior to June 1st of each year.

29
30 Reimbursement eligibility is in the order set forth above to the limit of available funds. All courses
31 must be approved in advance by the Human Resources Department in order to be eligible for
32 reimbursement. Any single individual employee may utilize up to one-quarter of the total tuition
33 account per fiscal year. However, if such an employee would be entitled to additional
34 reimbursement but for this limit, and there is any money remaining in the tuition account at the end
35 of the fiscal year, said employee can request additional reimbursement. The Human Resources
36 Department will develop such administrative policies and forms as may be needed from time to time
37 to efficiently administer this program.

38
39
40 **Reimbursement is subject to the following:**

41
42 Students enrolled in a bachelors degree, associates degree or certificate programs and
43 students taking non work related courses must achieve a "C" or better in the course to
44 be reimbursed.

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

3
4 Students enrolled in "other" courses, including courses without grades, must show
5 documentation of completion of the course.
6

7 **Mandatory Courses**

8 Courses required to be taken by the City of Nashua, shall be reimbursed at one hundred percent of
9 all tuition, lab, registration and related expenses. The City shall fund all expenses separate of the
10 "tuition account" described above.
11

12
13 **Article 21**
14 **Alternative Schedules**

15
16 Employees shall ordinarily work five (5) eight (8) hour days per week as scheduled during normal
17 city business hours by management. Employees may request alternative schedules. In the event that
18 City operations warrant, management may establish alternative schedules. If alternative schedules
19 are not established for all employees performing the same duties, those employees concerned may
20 select the schedule they prefer on the basis of seniority up to the number of employees to be
21 assigned the alternative schedule.
22

23
24 **Article 22**
25 **Long Term Disability (LTD)**

26
27 Full time employees and part time employees working twenty (20) or more hours per week who
28 are covered by this agreement and who have been employed by the City for one (1) year on an
29 uninterrupted basis except by reason of layoff, on the job injury or approved leave of absence,
30 shall be covered for long term disability under a policy of insurance, the premium for which is to
31 be fully paid by the City, subject to such eligibility requirements and other terms and conditions
32 as the carrier may establish. The City reserves the right to change long term disability insurers
33 to another commercially available program having overall comparability of coverage to that
34 currently in effect on the date of execution hereof, or to self insure said coverage. Employees
35 are encouraged to maintain adequate earned time balances to cover the elimination period for the
36 long term disability benefit in the event a claim is made.
37

38
39 **Article 23**
40 **Health Insurance**

41
42 The City shall provide, subject to the provisions of this article, upon request of an eligible member
43 of the bargaining unit, the amount of the premium specified below for an individual, two person, or

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

3
4 (a) Indemnity Plan with benefits comparable to those currently provided;

5
6 (b) Point-of-Service-Plan with benefits comparable to those currently provided; or

7
8 (c) HMO Plan.

9
10 The option of the health care plan is at the sole discretion of the City. It is agreed by all parties
11 concerned that the city reserves and shall have the right to change insurance carriers provided the
12 benefits to participants are comparable and the city elects the least expensive plan available to
13 provide such benefits.

14
15 Comparable Plan Definition: For the purposes of this Article, a comparable plan means no
16 additional out-of-pocket increases to employees and no reduction in current benefits and at least
17 90% of the current physicians, including specialists and hospitals.

18
19 For the duration of this Agreement, either party to the Agreement may request that a joint
20 labor/management committee be convened to consider the performance of the aforementioned plans
21 and any changes thereto.

22
23 Effective July 1, 2005: For eligible members, the City shall contribute 85% of the premium for
24 option (b) and 95% of the premium for option (c). The City shall contribute toward the premium of
25 option (a) the same dollar amount it contributes toward the premium of option (b).

26
27 Effective July 1, 2006, or the date on which all City merit employees are on the following cost
28 sharing arrangement, whichever is later: For eligible members, the City shall contribute 80% of the
29 premium for option (b) and 90% of the premium for option (c). The City shall contribute toward the
30 premium of option (a) the same dollar amount it contributes toward the premium of option (b).

31
32 All plans offered by the City shall have the following co-payments:

33 (a) Medical Visits - \$10

34 (b) Hospital Visits - \$50

35
36 Any eligible member of the bargaining unit requesting initial membership in a plan may enter during
37 a specified enrollment period. Any eligible member desiring to select a different plan may make
38 such a change only during the annual enrollment period. Eligible members moving into or out of a
39 HMO or Point-of-Service Plan service area may change plans within a specified period after such
40 move to the extent permitted by the plans.

41
42 Regular part time employees working a minimum of 20 hours per week are covered by the
43 provisions of this article 23 on a pro rata basis. The proration is based on the ratio the employee's

1 regular weekly work hours are to 40 hours. The proration applies to the City's premium
2 contribution.

3
4
5 **Article 24**
6 Dental Insurance

7
8 The City shall pay one hundred (100%) percent of the premium of a two person plan dental
9 insurance program such as Delta Dental, currently in effect on the date of execution hereof. The
10 City reserves the right to change insurance carriers or plans, or to self insure the same. Such new
11 plans shall offer benefits commercially available in the market and shall have overall comparability
12 of coverage to the above referenced plans to the extent said coverages are commercially available.

13
14 Regular part time employees working a minimum of 20 hours per week are covered by the
15 provisions of this article 24 on a pro rata basis. The proration is based on the ratio the
16 employee's regular weekly work hours are to 40 hours. The proration applies to the City's
17 premium contribution.

18
19
20
21
22 **Article 25**
23 Life Insurance

24
25
26 The City agrees to pay one hundred percent (100%) of the premium cost of a Basic Life Insurance
27 and AD&D for full time employees and part time employees working twenty (20) or more hours per
28 week only, in an amount equal to one and one half (1.5) the employee's annual straight time wages,
29 rounded to the nearest thousand dollars. Employees may purchase at their expense optional life
30 insurance in denominations of up to three times their basic amount to a maximum of three hundred
31 thousand (\$300,000) total, basic and optional combined, subject to any eligibility or other rules
32 prescribed by the insurer. The City reserves the right to change life insurance providers.

33
34
35 **Article 26**
36 Dependent Care Assistant Program

37
38 Employees with dependents may be eligible for the Dependent Care Assistant Program as authorized
39 by the Federal Government. The program allows a city employee up to a \$5,000 a year deduction
40 from earnings without taxes [Federal, FICA] to be used for dependent care. The City agrees to
41 maintain this program in effect during this agreement so long as the same remains authorized in its
42 present form by the Internal Revenue Code. Compliance with the Internal Revenue Code and any
43 and all liability for taxation are the sole responsibility of the employee.

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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

1 scheduled straight time rate. Such payments are to be made following the showing of satisfactory
2 evidence of the amount of pay received for such service.

3
4 An employee covered under this Agreement called to serve duty with the National Guard or Armed
5 Forces Reserves in the time of war or national conflict will be paid the difference between his or her
6 pay for such government service and the amount of straight time earnings lost by the employee by
7 reason of such service. based on the employee's regularly scheduled straight time rate. Such
8 payments are to be made following the showing of satisfactory evidence of the amount of pay
9 received for such service.

10
11
12 **Article 31**
13 **Deferred Compensation**

14
15 The City will continue to offer a deferred compensation plan to all employees covered under this
16 contract during the term hereof so long as it is authorized to do so in the present manner under the
17 Internal Revenue Code. Deferred compensation allows the employee to defer income and the
18 associated taxes from their paycheck, until they receive the money sometime after retirement.
19 Compliance with the Internal Revenue Code and any and all liability for taxation are the sole
20 responsibility of the employee.

21
22
23 **Article 32**
24 **Mileage Reimbursement**

25
26 **Use of City owned vehicles**

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

32
33 The deductions therefore will be made weekly, based on an annual evaluation of the value of the
34 personal use of the vehicle. The personal use value shall be as required by the Internal Revenue
35 Code and Regulations.

36
37 The multiplier used to determine the employees deduction shall be the current Internal Revenue
38 Service mileage reimbursement rate.

39
40 **Fixed mileage reimbursement**

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

1 For the purposes of this section the fixed rate schedule shall be based on an annual budgeted item
2 then divided into equal monthly payments. The fixed rate mileage reimbursement figures are based
3 upon the employees daily percentage of time in the field.

4 The following monthly payment schedule per employee, computed on a yearly basis:

5		
6	Building and Utilities Inspectors	\$380.00
7	Code Enforcement Officers	\$255.00
8	Engineering Inspectors	\$380.00
9		

10 Any \$0.50 per gallon increment increase or decrease over the American Automobile Association
11 (AAA) published average price of a gallon of gasoline as of July 1, 2006 will result in a ten dollar
12 (\$10.00) increase or decrease in the monthly flat rates. Provided, however, that the rates shall not go
13 below those stated in the above schedule.

14
15 Building and Utilities Inspectors shall include the Assistant Building Inspector(s), but only when
16 they are required to perform inspections. The amount shall be prorated on a daily basis, for the
17 number of days when they are required to perform inspections.

18
19
20
21
22 Employees who are currently covered under the above payment schedule, and who have worked and
23 been paid overtime, may submit mileage reimbursement in accordance with the IRS reimbursement
24 rate for the overtime hours.

25
26 All employees in the positions stated above who, at the date of the signing of this collective
27 bargaining agreement, currently use their privately owned vehicle, shall be allowed to continue to do
28 so through June 30, 2008.

29
30 Employees on an unpaid leave, out on long term disability, or on Earned Time Leave for more than
31 ten consecutive days will not receive mileage reimbursement for the month(s) missed and will
32 receive prorated reimbursement for months partially attended.

33
34 All others not covered by this section should be reimbursed at the current city mileage
35 reimbursement rate or the current Internal Revenue Service mileage reimbursement rate whichever
36 is higher.

37
38
39 **Article 33**
40 **Travel**

41
42 Occasionally employees travel as part of their duties. When the need for travel occurs the City shall
43 pay all cost related to the travel. Cost shall include, but not be limited to: transportation cost [plane,
44 train, automobile rental [if required], automobile at the prescribed mileage rate, etc.], meals

1 including tax and tip, lodging [including all taxes and a five (5) minute phone call home each night]
2 and other reasonably related miscellaneous expenses.

3
4 Travel mileage payments shall be computed by the Financial Reporting Office in accordance with
5 the approved travel tables prepared by the New Hampshire Department of Transportation and Rand
6 McNally.

7
8
9 **Article 34**
10 Personnel File

11
12 Every employee covered under this Agreement shall be entitled to access to supervisory records and
13 reports of competence, personal character and efficiency, along with all other information
14 maintained in their official personnel file. The City shall allow the employee access to their file
15 within twenty four (24) hours notice. Upon request the City shall copy the file for the employee.
16 Subsequent copies will be made at cost.

17
18
19
20
21 **Article 35**
22 Protective Clothing

23
24 The City shall provide employees with all legally required protective clothing at City expense. The
25 City will, in its reasonable discretion, provide protective clothing and equipment to employees
26 performing operations in departments where it determines that such clothing and equipment will
27 enhance employee safety or comfort.

28
29 In addition, the City will provide employees with a clothing allowance adequate to purchase four (4)
30 sets of uniforms per year in departments where uniforms are required.

31
32
33 **Article 36**
34 Performance Evaluations

35
36 Performance evaluations shall be completed annually by the employees direct supervisor on or about
37 June 30th of each year. The employee will not be required to sign said evaluation until such a time as
38 all reviewing persons have had a chance to comment.

39
40 The City and the Union (both UAW units) shall form a six (6) person committee made up of three
41 (3) Union members (with at least one member from each UAW unit) and three (3) City
42 (management) members. This committee shall review the existing employee evaluation forms,
43 which shall be used in the interim. Any recommendations by a majority of the committee on
44 changes to the evaluation form shall be implemented for the following evaluation year.

1
2 Progress reviews shall take place midway before the annual evaluation indicating whether or not the
3 employee is meeting the goals and objectives established at the beginning of that fiscal year.
4
5

6 **Article 37**
7 Wages
8

9 Effective July 1, 2005, or date of hire, whichever is later, all employees will remain at their
10 current step on the compensation schedule attached as Appendix D.
11

12 Effective July 1, 2006, increase the compensation grid by \$1,000.00 with all employees on the
13 grid receiving the corresponding increase as of July 1, 2006 or date of hire, whichever is later.
14

15 Effective July 1, 2006, increase the compensation grid by 1.0%, with all employees on the grid
16 receiving the corresponding increase as of July 1, 2006 or date of hire, whichever is later.
17

18 Eligible employees who receive a satisfactory job evaluation on June 30, 2006 will receive a one
19 step increase on July 1, 2006.
20

21 Effective July 1, 2007, increase the compensation grid by 1.0%, with all employees on the grid
22 receiving the corresponding increase as of July 1, 2007 or date of hire, whichever is later.
23

24 Eligible employees who receive a satisfactory job evaluation on June 30, 2007 will receive a one
25 step increase on July 1, 2007.
26

27 Effective July 1, 2008, increase the compensation grid by 1.0%, with all employees on the grid
28 receiving the corresponding increase as of July 1, 2008 or date of hire, whichever is later.
29

30 Eligible employees who receive a satisfactory job evaluation on June 30, 2008 will receive a one
31 step increase on July 1, 2008.
32

33 In the event that an employee has not completed a satisfactory evaluation on June 30 of a fiscal
34 year, the supervisor may, at his or her discretion, extend the employee's evaluation period for a
35 period not to exceed 3 months. At the completion of that period, the supervisor will conduct an
36 evaluation to determine if the employee has completed the goals for which he or she is being
37 evaluated. If the employee then receives a satisfactory evaluation, he or she will be eligible to
38 receive the step raise.
39

40 In the event that an employee is reclassified to a higher position within the bargaining unit, he or
41 she will be eligible to receive the step raise regardless of the effective date of the reclassification.
42

1 Any newly hired employee or any employee promoted on or before December 31 of any
2 calendar year will be eligible for a step raise provided that they receive a satisfactory
3 performance evaluation for that evaluation period.
4

5 A list of initial grade assignments is attached as Appendix E. It is agreed that, during the term of
6 this agreement, new positions may be created or grade assignments may change due to
7 reclassifications. The City will pay the employee based on the new grade assignment.
8

9 **Provision applicable to the FY2006-FY2009 contract:**

10 If any city bargaining unit or other group of city employees receives a more favorable wage and
11 health care package, the Union may open the wage and health care portions of this agreement for
12 renegotiation.
13

14 **Article 38**
15 Parking Garage
16

17
18 All employees covered under this Agreement shall be allowed to park at no cost to the employee in a
19 City owned or leased lot or garage.
20

21 **Article 39**
22 Bulletin Boards/Mail
23

24 **Bulletin Boards**

25 The City agrees to provide space for suitable bulletin boards in convenient places in each work area.
26 to be used by the Union. The Union shall limit its posting of notices and bulletins to each bulletin
27 board. Posted materials and notices shall pertain only to union business. The Union agrees to
28 maintain such bulletin boards in a neat and orderly condition.
29

30 **Mail**

31 Officers or officials of the Union shall have the right to reasonable use of the City's in-house mail
32 service for correspondence related to grievances.
33
34

35 **Article 40**
36 Disciplinary Procedures
37

38
39 A. It is agreed that the City has the right to discipline or discharge employees for just cause.
40 Discipline shall be corrective in its nature and ordinarily utilized progressively. Disciplinary
41 actions shall normally follow the order below:
42

- 43 1. Verbal warnings
- 44 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.

1 **Retirement:**

2 Employees retiring from the City service shall be paid at their current straight time or salary rate for
3 their Sick Pool balances, but shall not be paid therefore in the event of termination or resignation.
4

5
6 **Article 43**

7 Professional Affiliations/Licensing
8

9 The City shall bear the cost of all licenses and/or certifications required by various regulatory
10 agencies [local, state and federal] to maintain the employees qualifications.
11

12 **Article 44**

13 Safety Committees
14

15 Two safety committees, each consisting of an equal number of union and management members,
16 shall be formed to evaluate various safety issues and concerns. One safety committee shall consist
17 of UAW Department of Public Works Employees and other UAW employees who perform
18 significant work outside of City offices. The other safety committee shall consist of UAW
19 employees who primarily perform office work. The committees shall make recommendations for
20 implementation. The City shall provide information to the committee as requested, and shall
21 provide the necessary clerical and/or administrative assistance as needed.
22

23 **Article 45**

24 Union Business Leave
25

26 There shall be a total of twenty (20) days of unpaid Union Business Leave per fiscal year for each
27 UAW unit, which may be used by employees for participating in Union activities. Requests for
28 leave must be made by the individual to the supervisor, with the Union's approval, reasonably in
29 advance of the use of the Union Business Leave to allow for appropriate coverage of operations.
30 The City shall have the right to deny requests for Union Business Leave in the event granting such
31 leave would result in an adverse impact on operations, however, such requests shall not be
32 unreasonably denied.
33

34 **Article 46**

35 Working out of Classification
36

37 An alternate rate equal to twenty cents (\$0.20) per hour less than the current regular rate paid for the
38 alternate position will be paid to bargaining unit employees that have been assigned to work in a
39 classification higher than the employee's regular classification, provided that the employee has
40 worked a minimum of eight (8) hours in any one (1) calendar day for an accumulated period of forty
41 (40) hours within a twenty-four (24) month period. Once the employee meets the minimum
42 requirements, then they shall remain eligible for the alternative rate indefinitely.
43
44

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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.

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

3
4 **FOR THE CITY OF NASHUA**

**FOR UAW 2232, CLERICAL AND
5 TECHNICAL UNIT**

6
7
8 _____
9 Bernard Streeter, Mayor

10
11
12 **NASHUA BOARD OF PUBLIC WORKS**

13
14
15 _____
16 Bernard Streeter, Chairman

17
18
19 **NASHUA BOARD OF FIRE COMMISSIONERS**

20
21
22 _____
23 Chairman

24
25 Approved as to form:

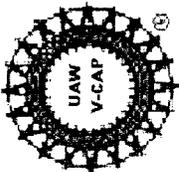
26
27
28 _____
29 Corporation Counsel
30

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5

APPENDIX A

[Certification of representative]

(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) _____ Soc. Security No. _____ Emp. No. _____

Address _____ Signature _____ Date _____

City _____ State _____ Zip _____

Local _____ Plant _____ Dept. _____

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

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APPENDIX C
[Grievance Form]

APPENDIX D

GRADE	STEP	
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APPENDIX E

UAW Clerical/Technical Unit Positions
Grade Assignments

	<u>Position</u>	<u>Grade</u>
10	Custodian I	2
11	Custodian II	3
12	Office Assistant	3
13	Clerk, Mail Receiving	4
14	Custodian III	4
15	Parking Maintenance	5
16	Clerk, Vital Records II	6
17	Customer Service Support	6
18	Motor Vehicle Registration Clerk I	6
19	Scale Operator Landfill	6
20	Secretary III	6
21	Clerk, Building	7
22	Coordinator, TVB	7
23	Customer Service Representative	7
24	Deeds Specialist, Assessing	7
25	Exemption Specialist / Customer Service Representative, Assessing	7
26	Motor Vehicle Registration Clerk II	7
27	Plans / New Accounts Specialist, Assessing	7
28	Administrative Assistant I	8
29	Administrative Support, Street	8
30	Building Maintenance Specialist	8
31	Customer Service / Research	8
32	Purchasing Agent I	8
33	Storekeeper PWD	8
34	Accounts Payable Coordinator	9
35	Administrative Assistant II	9
36	Assistant Recreation Program Coordinator	9
37	Coordinator, Accounts Receivable	9
38	Department Coordinator, Assessing	9
39	DPW Collections Accountant	9
40	Motor Vehicle Coordinator	9
41	Administrative Assistant III	10
42	Assistant Plans Examiner / Building Inspector	10
43	Financial / Administrative Assistant	10
44	Printing Technician / Supervisor of Mail Distribution	10
45	Assistant Foreman, Maintenance, Collection Systems, WWTP	11
46	CSO Technician / Inspector	11
47	Engineer Technician	11
48	Foreman Labor, Parks	11
49	Foreman Labor, Streets	11
50	Foreman Refuse	11

1	Operations Coordinator, Street	11
2	Code Enforcement Officer II	12
3	Engineering Designer / Inspector	12
4	Engineering Inspector	12
5	Foreman, Shop Equipment	12
6	Foreman, Maintenance WWTP	12
7	Foreman, Operations WWTP	12
8	Street Construction / Repair & Permit Coordinator	12
9	Building and Utilities Inspector	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 Byrdell Clerical/Technical

FOR AFSCME

Gene J. Ruby Pres. Local 365