AMENDED
R-07-157

RESOLUTION

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

CITY OF NASHUA

In the Year Two Thousand and Seven

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, Professional Unit are approved. The collective bargaining agreement covers the period from July 1, 2005 through June 30, 2009.

On January 23, 2007, the Board of Aldermen rejected the cost item associated with line 39 in Article 37, increasing the compensation grid by $750.00; the Board accepted all other cost items.

UAW Professional
FY06 - FY09

Contract Items	Year FY06 (7/01/05-6/30/06)	Year FY07 (7/01/06-6/30/07)	Year FY08 (7/01/07-6/30/08)	Year FY09 (7/01/08-6/30/09)
Wages				
Article 37 - Wages	$ 2,018,135	$ 2,099,432	$ 2,172,982	$ 2,238,917
The following articles are inclusive of wages				
Article 14 - Holidays				
Article 16 - Bereavement Leave				
Article 18 - Jury Duty Pay				
Article 19 - Worker's Comp (differential pay)				
Article 22 - Long Term Disability (differential pay)				
Article 30 - Military/Reserve Pay				
*Article 41 - Earned Time**				
*Article 42 - Sick Pool**				
Base Wage Increase	*$ -*	*$ 60,491*	*$ 73,550*	*$ 65,935*
Health Equalization		*$ 20,806*		
% Base Wage Increase	*0%*	*3.00%*	*3.50%*	*3.03%*
% with Health Equalization		*4.03%*		
Pension/FICA/Medi				
Base Pension Costs (FY08 projected rate increase)	$ 146,218	$ 150,953	$ 188,894	$ 194,624
Base FICA/Medi Costs	$ 123,592	$ 131,621	$ 133,503	$ 137,558
Projected Base Combined Increase	*$ -*	*$ 12,764*	*$ 39,823*	*$ 9,785*
Project % Base Combined Increase	*0%*	*4.73%*	*14.09%*	*3.04%*
Overtime				
Article 9 - Overtime	$ 10,509	$ 11,243	$ 11,759	$ 12,295
Article 46 - Working Out of Classification	$ 515	$ 559	$ 607	$ 659
Insurance Benefits				
Article 23 - Health Insurance	$ 314,320	$ 350,320	$ 383,560	$ 442,440
Article 24 - Dental Insurance	$ 21,520	$ 22,596	$ 23,726	$ 24,912
Article 25 - Life Insurance	$ 8,355	$ 8,692	$ 8,996	$ 9,269
Other				
Article 20 - Tuition Reimbursement	$ 6,605	$ 8,807	$ 8,807	$ 8,807
Article 32 - Mileage Reimbursement	$ 10,740	$ 10,740	$ 10,740	$ 10,740
Article 35 - Protective Clothing	$ 2,100	$ 2,100	$ 2,100	$ 2,100
	$ 2,662,609	$ 2,797,063	$ 2,945,674	$ 3,082,321
Overall average increase	0.00%	5.05%	5.31%	4.64%

Active Employees Covered:
Full Time: 41 Average Salary: $48,420
Part Time: 1 Average Salary: $32,921

* Additional compensation for leave time payments made due to resignation/retirement

Prepared by Financial Services

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NASHUA, NH

AND

U.A.W. LOCAL 2232

PROFESSIONAL UNIT

TABLE OF CONTENTS

Article	Subject	Page
1	Agreement	4
2	Recognition	4
3	Discrimination	4
4	Union Dues	4
4A	Agency Fee	5
5	Employee Rights	6
6	Management Rights	6
7	Strikes and Works Stoppages	7
8	Work Week and Work Schedule	8
9	Overtime	8
10	Seniority	10
11	Grievance Procedure	11
12	Job Posting/Lay-Offs/Recall	13
13	Distribution of this Agreement	15
14	Holidays	15
15	Unpaid Leaves	16
16	Bereavement Leave	17
17	[Deleted]	
18	Jury Duty Pay	18
19	Workers' Compensation	18
20	Tuition Reimbursement	19
21	Alternative Schedules	20
22	Long Term Disability (LTD)	20
23	Health Insurance	21
24	Dental Insurance	22
25	Life Insurance	22
26	Dependent Care Assistant Program	23
27	Pay Period	23
28	Retirement System	23
29	Military Service	23
30	Military Reserve and National Guard Pay	24
31	Deferred Compensation	24
32	Mileage Reimbursement	25
33	Travel	26
34	Personnel File	26
35	Protective Clothing	27
36	Performance Evaluations	27
37	Wages	27
38	Parking Garage	29
39	Bulletin Boards/Mail	29

40	Disciplinary Procedures	29
41	Earned Time	30
42	Individualized Sick Leave Pools	32
43	Professional Affiliations/Licensing	33
44	Safety Committees	33
45	Union Business Leave	33
46	Working out of Classification	33
47	Duration of Agreement	34

Article 1
Agreement

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

Article 2
Recognition

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

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

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

Article 3
Discrimination

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

Article 4
Union Dues

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

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

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

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

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

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

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

Article 4A
Agency Fee

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

Article 5
Employee Rights

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

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

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

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

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

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

Article 6
Management Rights

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

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

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

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

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

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

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

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

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

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

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

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

Article 7
Strikes and Work Stoppages

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

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

Article 8
Work Week and Work Schedule

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

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

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

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

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

Article 9
Overtime

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

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

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

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

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

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

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

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

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

Overtime opportunities for street foremen shall be as follows:

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

Snow overtime opportunities for street foremen shall be as follows:

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

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

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

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

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

Article 10
Seniority

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

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

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

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

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

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

department	division	city
5	3	3

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

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

Seniority shall be broken for the following reasons:

a) If the employee quits or retires.

b) If the employee is discharged for just cause.

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

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

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

Article 11
Grievance Procedure

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

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

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

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

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

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

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

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

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

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

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

Time Limitations

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

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

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

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

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

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

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

Article 12
Job Posting/Lay-Offs/Recall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 13
Distribution of this Agreement

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

Article 14
Holidays

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

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

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

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

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

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

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

Article 15
Unpaid Leaves

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

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

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

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

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

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

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

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

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

Article 16
Bereavement Leave

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

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

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

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

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

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

Article 17

[Deleted]

Article 18
Jury Duty Pay

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

Article 19
Workers' Compensation

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

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

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

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

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

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

Article 20
Tuition Reimbursement

Effective July 1, 2005:

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

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

Effective July 1, 2006:

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

Reimbursement is as follows:

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

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

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

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

Reimbursement is subject to the following:

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

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

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

Mandatory Courses

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

Article 21
Alternative Schedules

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

Article 22
Long Term Disability (LTD)

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

Article 23
Health Insurance

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

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

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

(b) HMO Plan; or

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

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

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

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

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

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

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

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

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

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

(a) Medical Visits - $10.00

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

$50.00 for the first 3 visits per subscriber;

$100.00 for the next 3 visits per subscriber;

$50.00 for each subscriber visit thereafter.

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

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

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

Article 24
Dental Insurance

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

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

Article 25
Life Insurance

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

Article 26
Dependent Care Assistant Program

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

Article 27
Pay Period

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

Article 28
Retirement System

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

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

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

Article 29
Military Service

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

Article 30
Military Reserve and National Guard Pay

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

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

Article 31
Deferred Compensation

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

Article 32
Mileage Reimbursement

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

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

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

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

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

Supervisor Inspections	$380.00
Code Enforcement Officer III	$255.00
Urban Program Project Administrator	$130.00

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

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

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

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

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

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

Article 33
Travel

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

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

Article 34
Personnel File

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

Article 35

Protective Clothing

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

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

Article 36
Performance Evaluations

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

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

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

Article 37
Wages

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

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

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

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

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

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

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

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

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

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

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

Provision applicable to the FY2006-FY2009 contract:

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

Article 38
Parking Garage

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

Article 39
Bulletin Boards/Mail

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

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

Article 40
Disciplinary Procedures

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

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

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

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

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

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

Article 41
Earned Time

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

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

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

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

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

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

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

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

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

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

Article 42
Individualized Sick Leave Pools

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

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

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

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

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

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

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

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

Article 43
Professional Affiliations/Licensing

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

Article 44
Safety Committees

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

Article 45
Union Business Leave

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

Article 46
Working out of Classification

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

Article 47
Duration of Agreement

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

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

FOR THE CITY OF NASHUA

_____

Bernard Streeter, Mayor

FOR UAW 2232, PROFESSIONAL UNIT

_____

NASHUA BOARD OF PUBLIC WORKS

_____

Bernard Streeter, Chairman

NASHUA BOARD OF FIRE COMMISSIONERS

_____

Chairman

Approved as to form:

_____

Corporation Counsel

Todd Evans
Given to me
5/23/06

AMENDED CERTIFICATION

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

International Union – UAW (Professional Unit)	*	
Petitioner	*	Case No. M-0639
and	*	Decision No. 2002-069
City of Nashua	*	
Respondent	*	

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

UNIT: Recreation Supervisor, Assistant City Engineer, System Resource Manager 1, Code Official, Recycling Coordinator, Plans Examiner, Laboratory Supervisor, Senior Chemist, Environmental Chemist, Analytical Chemist, Deputy Planning Manager, Development, Planner I, Planner III (2), Contracts Specialist, Deputy Manager, Urban Programs, Zoning, Network Administrator, Support Specialist, Technical Specialist, Enforcement Prosecutor, Downtown Specialist, Accountant I, Accountant II (2), Accountant III, Recreation Coordinator, CSO Contract Administrator, Agronomist, Safety/Loss Prevention Analyst, Purchasing Agent II, GIS Technician and Grant Management Specialist.

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

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

Jack Buckley
JACK BUCKLEY
Chairman

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

(Facsimile)

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

To: _____

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

☐ $1.00 ☐ $3.00 ☐ $5.00 ☐ Other

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

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

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

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

Name (Print) _____

Address _____

City _____ State _____ Zip _____

Local _____ Plant _____ Dept. _____

Soc. Security No. _____ Emp. No. _____

Signature _____ Date _____

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

PUB. #C2000 – 7/96 – 20M

APPENDIX C

[Grievance Form]

UAW PROFESSIONAL

FY06 - July 1, 2005 - (Current Grid)

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
11	30,198	30,823	31,458	32,110	32,774	33,451	34,142	34,848	35,568	36,303	37,054	37,819	38,602	39,399	40,213	41,044	41,893	42,731	43,586	44,456	45,346	46,254	47,178
12	30,744	31,499	32,272	33,065	33,877	34,709	35,561	36,435	37,330	38,247	39,186	40,148	41,134	42,143	43,179	44,239	45,326	46,231	47,156	48,099	49,062	50,043	51,044
13	35,774	36,513	37,266	38,038	38,824	39,627	40,446	41,282	42,135	43,006	43,895	44,801	45,727	46,673	47,639	48,623	49,629	50,621	51,633	52,665	53,718	54,793	55,888
14	39,214	40,024	40,852	41,696	42,558	43,436	44,335	45,252	46,187	47,141	48,115	49,111	50,126	51,162	52,220	53,298	54,401	55,488	56,598	57,730	58,885	60,063	61,265
15	43,115	44,008	44,919	45,847	46,795	47,762	48,750	49,758	50,786	51,837	52,908	54,003	55,120	56,260	57,423	58,610	59,823	61,019	62,240	63,484	64,753	66,049	67,370
16	47,648	48,633	49,638	50,665	51,712	52,781	53,873	54,986	56,123	57,285	58,469	59,679	60,913	62,174	63,458	64,770	66,110	67,433	68,781	70,157	71,561	72,993	74,453
17	52,870	53,963	55,078	56,216	57,378	58,565	59,774	61,011	62,271	63,558	64,872	66,212	67,581	68,978	70,405	71,860	73,344	74,811	76,307	77,834	79,390	80,978	82,598

FY07 - July 1, 2006 - (1%)

Grade	Step 1	2 (1)	3 (2)	4 (3)	5 (4)	6 (5)	7 (6)	8 (7)	9 (8)	10 (9)	11 (10)	12 (11)	13 (12)	14 (13)	15 (14)	16 (15)	17 (16)	18 (17)	19 (18)	20 (19)	21 (20)	22 (21)	23 (22)	24 (23)
11		31,131	31,773	32,431	33,101	33,785	34,483	35,196	35,923	36,666	37,425	38,197	38,988	39,793	40,615	41,455	42,312	43,158	44,022	44,901	45,800	46,716	47,650	48,603
12		31,814	32,595	33,396	34,216	35,057	35,917	36,799	37,704	38,630	39,578	40,549	41,545	42,565	43,611	44,681	45,779	46,694	47,628	48,580	49,553	50,543	51,555	52,586
13		36,879	37,639	38,418	39,212	40,023	40,850	41,695	42,557	43,436	44,334	45,249	46,185	47,140	48,115	49,110	50,125	51,127	52,149	53,192	54,255	55,341	56,447	57,576
14		40,425	41,260	42,113	42,983	43,871	44,778	45,704	46,649	47,612	48,597	49,602	50,628	51,673	52,742	53,831	54,945	56,042	57,164	58,308	59,474	60,663	61,878	63,115
15		44,448	45,368	46,305	47,263	48,240	49,238	50,255	51,294	52,355	53,437	54,543	55,671	56,823	57,998	59,196	60,421	61,629	62,862	64,119	65,401	66,710	68,044	69,405
16		49,119	50,135	51,172	52,229	53,309	54,412	55,536	56,684	57,858	59,054	60,276	61,522	62,795	64,093	65,417	66,771	68,107	69,469	70,858	72,276	73,723	75,197	76,701
17		54,503	55,628	56,778	57,952	59,150	60,372	61,621	62,894	64,194	65,520	66,874	68,257	69,668	71,109	72,578	74,077	75,559	77,070	78,612	80,184	81,788	83,424	85,093

FY07 - November 1, 2006 - (750)

Grade	Step 1	2 (1)	3 (2)	4 (3)	5 (4)	6 (5)	7 (6)	8 (7)	9 (8)	10 (9)	11 (10)	12 (11)	13 (12)	14 (13)	15 (14)	16 (15)	17 (16)	18 (17)	19 (18)	20 (19)	21 (20)	22 (21)	23 (22)	24 (23)
11		31,881	32,523	33,181	33,851	34,535	35,233	35,946	36,673	37,416	38,175	38,947	39,738	40,543	41,365	42,205	43,062	43,908	44,772	45,651	46,550	47,466	48,400	49,353
12		32,564	33,345	34,146	34,966	35,807	36,667	37,549	38,454	39,380	40,328	41,299	42,295	43,315	44,361	45,431	46,529	47,444	48,378	49,330	50,303	51,293	52,305	53,336
13		37,629	38,389	39,168	39,962	40,773	41,600	42,445	43,307	44,186	45,084	45,999	46,935	47,890	48,865	49,860	50,875	51,877	52,899	53,942	55,005	56,091	57,197	58,326
14		41,175	42,010	42,863	43,733	44,621	45,528	46,454	47,399	48,362	49,347	50,352	51,378	52,423	53,492	54,581	55,695	56,792	57,914	59,058	60,224	61,413	62,628	63,865
15		45,198	46,118	47,055	48,013	48,990	49,988	51,005	52,044	53,105	54,187	55,293	56,421	57,573	58,748	59,946	61,171	62,379	63,612	64,869	66,151	67,460	68,794	70,155
16		49,869	50,885	51,922	52,979	54,059	55,162	56,286	57,434	58,608	59,804	61,026	62,272	63,545	64,843	66,167	67,521	68,857	70,219	71,608	73,026	74,473	75,947	77,451
17		55,253	56,378	57,528	58,702	59,900	61,122	62,371	63,644	64,944	66,270	67,624	69,007	70,418	71,859	73,328	74,827	76,309	77,820	79,362	80,934	82,538	84,174	85,843

FY08 - July 1, 2007 - (1%)

Grade	Step 1	2	3 (1)	4 (2)	5 (3)	6 (4)	7 (5)	8 (6)	9 (7)	10 (8)	11 (9)	12 (10)	13 (11)	14 (12)	15 (13)	16 (14)	17 (15)	18 (16)	19 (17)	20 (18)	21 (19)	22 (20)	23 (21)	24 (22)	25 (23)
11			32,848	33,513	34,190	34,880	35,586	36,305	37,040	37,790	38,557	39,336	40,135	40,948	41,779	42,627	43,493	44,347	45,219	46,107	47,015	47,941	48,884	49,846	50,843
12			33,678	34,487	35,316	36,165	37,034	37,925	38,838	39,773	40,731	41,712	42,718	43,748	44,804	45,886	46,994	47,918	48,862	49,823	50,806	51,806	52,828	53,869	54,947
13			38,773	39,560	40,362	41,181	42,016	42,869	43,740	44,628	45,535	46,459	47,404	48,369	49,354	50,358	51,384	52,396	53,428	54,481	55,555	56,652	57,769	58,909	60,088
14			42,430	43,292	44,170	45,067	45,983	46,919	47,873	48,846	49,840	50,855	51,891	52,948	54,027	55,127	56,252	57,360	58,493	59,648	60,826	62,027	63,254	64,504	65,794
15			46,579	47,526	48,493	49,480	50,487	51,515	52,564	53,636	54,729	55,846	56,985	58,149	59,335	60,546	61,783	63,003	64,248	65,518	66,812	68,134	69,482	70,856	72,273
16			51,393	52,441	53,509	54,600	55,714	56,849	58,009	59,194	60,402	61,637	62,894	64,181	65,491	66,829	68,196	69,546	70,921	72,324	73,757	75,217	76,707	78,226	79,790
17			56,942	58,103	59,289	60,499	61,733	62,994	64,281	65,593	66,933	68,300	69,697	71,122	72,578	74,061	75,576	77,072	78,598	80,156	81,744	83,363	85,016	86,701	88,435

UAW PROFESSIONAL

FY09 - July 1, 2008 - (1%)

Grade	Step 1	2	3 (1)	4 (2)	5 (3)	6 (4)	7 (5)	8 (6)	9 (7)	10 (8)	11 (9)	12 (10)	13 (11)	14 (12)	15 (13)	16 (14)	17 (15)	18 (16)	19 (17)	20 (18)	21 (19)	22 (20)	23 (21)	24 (22)	25 (23)	26
11			33,176	33,848	34,532	35,229	35,941	36,669	37,410	38,168	38,942	39,730	40,536	41,358	42,196	43,053	43,928	44,790	45,671	46,568	47,485	48,421	49,373	50,345	51,352	52,379
12			34,015	34,832	35,669	36,526	37,404	38,304	39,227	40,171	41,138	42,130	43,145	44,185	45,252	46,344	47,464	48,397	49,350	50,322	51,314	52,324	53,356	54,408	55,496	56,606
13			39,161	39,956	40,766	41,592	42,436	43,298	44,177	45,074	45,990	46,924	47,878	48,853	49,847	50,862	51,898	52,920	53,962	55,026	56,110	57,219	58,347	59,499	60,689	61,902
14			42,854	43,725	44,612	45,518	46,443	47,388	48,352	49,334	50,339	51,364	52,410	53,477	54,567	55,678	56,814	57,934	59,078	60,245	61,435	62,648	63,886	65,149	66,452	67,781
15			47,045	48,001	48,978	49,974	50,992	52,030	53,090	54,172	55,276	56,405	57,555	58,730	59,928	61,151	62,400	63,633	64,891	66,173	67,480	68,816	70,176	71,565	72,996	74,456
16			51,907	52,966	54,044	55,146	56,271	57,417	58,589	59,786	61,006	62,253	63,523	64,823	66,146	67,497	68,878	70,241	71,631	73,048	74,494	75,970	77,474	79,008	80,588	82,200
17			57,512	58,684	59,882	61,104	62,351	63,624	64,923	66,249	67,602	68,983	70,394	71,833	73,303	74,802	76,332	77,843	79,384	80,957	82,561	84,197	85,866	87,568	89,320	91,106

APPENDIX E

UAW Professional Unit Positions
Grade Assignments

Position	Grade
Analytical Chemist	11
Planner I	11
Purchasing Agent II	11
Assessing Admin Specialist III	11
Deputy Voter Reg/Cust Service Supervisor	11
Appraiser I	11
Executive Assistant/Business Coordinator	11
WWT Business Coordinator	11
Comm. Development Business Coordinator	11
Revenue Coordinator	12
Appraiser II	12
Accountant/Auditor	12
DPW Contract Administrator	12
DPW Billing Accountant	12
Project Administrator, Urban Programs	12
Recycling Coordinator	12
Technical Specialist I	12
Supervisor, Data Management/Customer Support	13
Appraiser III	13
Parks/Recreation Business Coordinator	13
Street Dept. Business Coordinator	13
Assistant City Engineer	13
Compliance/Trust Coordinator	13
Code Enforcement Officer III	13
GIS Technician	13
Planner II	13
Process Chemist	13
Safety / Loss Prevention Analyst	13
GIS Technician II	14
Planner III	14
Plans Examiner	14
Industrial Pretreatment Coordinator	14
Supervisor Laboratory	14
Supervisor of Inspections	14
Technical Specialist II / Network Support	14
Systems Specialist/Web Analyst	15
Deputy Planning Manager	15

Deputy Mgr, Accounting/Compliance	15
System Specialist II	16
Internet/Intranet Applications Developer	16
Systems Admin/Database Administrator	16
Network Analyst	17

SETTLEMENT AGREEMENT

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

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

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

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

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

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

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

FOR THE CITY

Date: July 25, 2005

Dorothy Clarke

FOR THE UAW

T. Evans Professional Bargaining Unit

James Aylwell Clerical/Technical

FOR AFSCME

Jane J. Mulry pres. Local 365

Sidebar on Overtime

[Deleted]