COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NASHUA, NH

AND

U.A.W. LOCAL 2232

CLERICAL AND TECHNICAL UNIT

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Article 1
Agreement

AGREEMENT, made and entered into as of the _____th day of _____, 20012, by and between The City of Nashua, New Hampshire (hereinafter called the "City") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local # 2232, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Clerical and Technical Unit, (hereinafter called the "Union").

Article 2
Recognition

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

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

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

Article 3
Discrimination

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

Article 4
Union Dues

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

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

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

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

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

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

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

Article 4A
Agency Fee

An employee who elects not to pay Union Dues shall pay an agency fee for services rendered by the Union commensurate 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.

Union Fees – Grievances

Some employees' positions are subject to the terms and conditions of this agreement by virtue of inclusion in this bargaining unit although the employees have chosen not to join the union or pay agency fees. In the event that such an employee wishes to file and/or appeal a grievance under the terms of this agreement, the Union will represent such employee upon request in exchange for the following fee:

Grievance Procedure Through Step:	Fee:
1	$ 50.00
2	$ 150.00
3	$ 300.00
4	$ 400.00 (where applicable)

	5	$2,000.00 (plus arbitrator and filing fees, lost time of witnesses, travel expenses, and other costs, etc.)

All fees are to be paid up front for the above named services.

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 judgment 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 monthly 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.

The city and the union may agree to proceed directly from Step I to Step III in an effort to expedite the grievance process

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 aggrieved employee 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 twenty (20) 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 city and the union may waive steps or extend the time for any action stated above 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.

No grievance will be considered unless it is presented in Step I within 15 days of the date that the employee and/or union became aware that a contract violation may have occurred.

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 and presenting 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, Union Affiliation, 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 on or before the hiring date of any new UAW employee so that the union may send a representative to meet with the employee at the time of hire.

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. All promotional probationary employees are eligible for any and all overtime opportunities.

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]
Presidents' Day

In addition to the above days, two (2) 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.

If a holiday falls on a Saturday and is observed on a Friday, said Friday shall be a paid holiday. If a holiday falls on a Sunday, and is observed on a Monday, said Monday shall be a paid holiday.

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, employee's spouse or employee's domestic partner: children, step-children, brother, step-brother, sister, step-sister, parents, step-parents, grandparents, grandchildren, daughter-in-law, son-in-law. 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, niece or nephew 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

The City shall continue to maintain the existing "tuition account" as 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.

On July 1, 2012 and July 1, 2013, the City shall contribute the sum of ten thousand dollars ($10,000.00) to the above-described "tuition account".

In addition, if on June 30, 2013, there are no remaining funds in the tuition account and there are Professional or Clerical/Technical employees who have not received any funding from the tuition account in that fiscal year, and who are eligible for reimbursement for work-related courses, degrees, or certificate programs, then the City shall pay up to three thousand dollars ($3,000.00) for said

reimbursement.

In addition, if on June 30, 2014, there are no remaining funds in the tuition account and there are Professional or Clerical/Technical employees who have not received any funding from the tuition account in that fiscal year, and who are eligible for reimbursement for work-related courses, degrees, or certificate programs, then the City shall pay up to three thousand dollars ($3,000.00) for said reimbursement.

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 fifteen percent 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.

At the same time as the start of employee payroll deductions for increased health insurance contribution amounts due retroactively, the parties agree that $64,985.00 (reflecting the tuition account balance on May 1, 2012) shall be deducted from the tuition account and used towards a one-time prorated (based on type of plan) employee credit to partially offset those increased health insurance contribution amounts due retroactively, as further described in Article 23, Health Care.

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 22A
Short Term Disability (STD)

The City of Nashua will offer Short Term Disability coverage to all employees covered under this CBA. Participation in this program will be completely optional and funded entirely at the employee's expense.

The City of Nashua will provide administrative support in maintaining this program, similar to what is currently offered to DPW employees.

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:

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

(b) HMO Plan with benefits comparable to those currently provided; 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.

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. In addition, the plan must provide reasonable access to health services and 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 January 1, 2008: 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).

Effective October 1, 2011: For eligible members, the City shall contribute 70% of the premium for option (a) and 80% of the premium for option (b).

The amount of increased health insurance contributions due retroactively may be paid through payroll deductions spread over the duration of this collective bargaining agreement.

Effective 30 days after final approval of the cost items of this collective bargaining agreement, all plans offered by the City shall have the following features:

(a) Twenty Dollars ($20.00) co-pay per medical visit;

(b) One Hundred Dollars ($100.00) co-pay per emergency room visit;

(c) Two Hundred and Fifty Dollars ($250.00) per person, Five Hundred Dollars ($500.00) per two-person or family inpatient/outpatient facility deductible; and

(d) Three tier pharmacy benefit of $5/$15/$35 ($5/$30/$70 mail order)

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.

ANNUAL AUDIT: The City of Nashua hereby agrees to conduct a yearly loss ratio analysis of all Health Insurance plans offered to employees and return all employee overpayments in the form of a Health Insurance Premium Holiday at the completion of the analysis.

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.

Concurrent with the start of employee payroll deductions for increased health insurance contribution amounts due retroactively, the City shall give a one-time prorated (based on type of insurance plan) employee credit to partially offset those increased health insurance contribution amounts due retroactively, as follows:

For employees currently enrolled in a one-person health insurance plan: $340.16

For employees currently enrolled in a two-person health insurance plan: $682.15

For employees currently enrolled in a family health insurance plan: $912.20

Regular part time employees working a minimum of 20 hours per week shall receive these amounts on a pro rata basis, with the proration based on the ratio of the employee's regular weekly work hours to 40 hours.

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.

Mileage reimbursement

If by nature of your job description you are required to use your privately owned vehicle you shall be reimbursed at the current city mileage reimbursement rate or the current Internal Revenue Service mileage reimbursement rate, whichever is higher. Requests for reimbursements must be submitted within 30 days of the date the mileage was incurred. The City will provide AFR10 mileage logbooks for recording mileage.

All employees 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 the remainder of this collective bargaining agreement.

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 consistent with the City's travel policy. 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.

Article 37
Wages

Effective July 1, 2011, increase the compensation grid by 0.5%, with all employees on the grid receiving the corresponding increase as of July 1, 2011 or date of hire, whichever is later. Only employees who are active employees on the date when cost items receive final approval are eligible to receive this increase.

Effective July 1, 2012, increase the compensation grid by 1.0%, with all employees on the grid receiving the corresponding increase as of July 1, 2012 or date of hire, whichever is later.

Eligible employees who receive a satisfactory job evaluation on June 30, 2013 will receive a one step increase on July 1, 2013.

The parties agree that the increases to the grid are cost of living increases and that only the steps on the resulting grid constitute part of a pay plan under RSA 273-A:12, VII.

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 FY2012-FY2014 contract:
If any city bargaining unit receives a more favorable wage package, the Union may open the wage portion 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 any City owned or leased lot or garage while on city business.

The City will make parking passes available to all employees covered under this Agreement, to be used for travel to City Hall and other City locations on City business.

City Hall parking will be allowed in the Elm Street Parking Garage on the second level beyond the open gate or on the upper levels.

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 and all suspension shall be removed within two (2) years . 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:

Bargaining unit members employed by the city on June 30, 2009 shall continue to accrue Earned Time on the following schedule:

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

Bargaining unit members hired after June 30, 2009 shall accrue Earned Time on the following schedule:

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 or more years	3.00	36.0

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. When an employee calls in sick and subsequently remains ill for additional days, the employee shall only be charged 1 ¼ day of Earned Time for the first day of the illness. Should the illness extend for longer than a three-day period, the employee may be required to present a doctor's certificate or other evidence satisfactory to the city. Said certificate shall state that the employee was unable to work due to illness.

Termination of Employment and/or Voluntary Quit:
In the event of termination of employment, 100% 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. Elected Officials and Unit Chairs may be granted unpaid leaves of absence for Union Business Leave not to exceed a collective total of an additional ten (10) working days per fiscal year for each UAW unit. No employee shall take more than 10 days of Union Business Leave unless mutually agreed by the parties. 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.

When elected officials and unit chairs use paid time for union business, including contract administration, adjusting grievances, meeting with new employees and consultation with management, they will report the time that they commence and the time that they finish that union business to their supervisor.

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 four (4) 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, 2011, and terminate at midnight on June 30, 2014. 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 7 day of August, 20.12

FOR THE CITY OF NASHUA

Donnalee Lozeau, Mayor

FOR UAW 2232 CLERICAL AND TECHNICAL UNIT

NASHUA BOARD OF PUBLIC WORKS

Donnalee Lozeau, Chair

NASHUA BOARD OF FIRE COMMISSIONERS

Chair

Approved as to form:

Corporation Counsel

APPENDIX A

AMENDED CERTIFICATION

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

CITY OF NASHUA

PETITIONER

and

CASE NO. G-0044-2
DECISION NO. 2009-220

INTERNATIONAL UNION-UAW, LOCAL 2232
(CLERICAL AND TECHNICAL UNIT)

RESPONDENT

MODIFICATION OF CERTIFIED BARGAINING UNIT

A representation proceeding having been previously conducted by the Public Employee Labor Relations Board in accordance with RSA 273-A and the Rules and Regulations of the Board, which resulted in the selection of an exclusive representative, and where, in accordance with PELRB Decision No. 2009-219, it has now been determined that a modification of the certified bargaining unit's composition is appropriate under the provisions of RSA 273-A; then,

Pursuant to the authority vested in the Board by the Public Employee Labor Relations Act, IT IS HEREBY CERTIFIED that International Union – UAW is the exclusive representative of the employees of the above named public employer, in the unit as described below, for purposes of collective negotiations and settlement of grievances.

UNIT: Clerical Employees, Technical Employees, Property Coordinator, Customer Service Representative, Transit Operations Coordinator, Transit Clerk, Transit Mechanic, and Transit Utility Service Worker.

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

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the exclusive representative named herein for wages, terms and conditions of employment for the members of the bargaining unit, as herein described, and shall recognize the right of such exclusive representative to represent employees in the settlement of grievances.

Signed this 9th day of October, 2009.

Karina A. Mozgovaya, Esq.
Staff Counsel/Hearing Officer

APPENDIX B
Union Membership & Dues Form

Management Proposal (6/28/05)
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 refile 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) _____ Sec. 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. #C2080-7/95-20M

UNION GRIEVANCE

Appendix "C"

U.A.W. Local No. 2232

to Plant

Aggrieved Employee Seniority Date

Department Classification Rate of Pay

Contract Violation Policy Regular Oral Discussion with Foreman (Name)

Date Foreman's Answer

NATURE OF GRIEVANCE

ADJUSTMENT REQUESTED

Date Submitted _____ Management Representative's Name _____

Meeting Date _____ Management's Disposition Date _____ Satisfactorily Settled YES ☐ NO ☐

APPEAL TO STEP III

Date Submitted _____ Management Representative's Name _____

Meeting Date _____ Management's Disposition Date _____ Satisfactorily Settled YES ☐ NO ☐

APPENDIX D

WAGE GRIDS

UAW Clerical/Technical Salary Grid for FY2012 Increase 0.5%

Grade \ Step	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
1	23,120	23,533	23,956	24,385	24,822	25,267	25,719	26,180	26,648	27,126	27,613	28,108	28,612	29,124	29,707	30,301	30,907	31,524	32,154	32,799	33,454	34,124	34,806	35,502	36,212
2	23,121	23,534	23,957	24,386	24,823	25,268	25,720	26,181	26,649	27,129	27,614	28,109	28,613	29,125	29,708	30,302	30,908	31,525	32,156	32,800	33,455	34,125	34,808	35,504	36,214
3	24,258	24,719	25,190	25,670	26,159	26,657	27,164	27,683	28,210	28,747	29,295	29,853	30,421	31,003	31,622	32,254	32,899	33,555	34,227	34,912	35,611	36,323	37,049	37,790	38,546
4	25,026	25,516	26,016	26,526	27,046	27,575	28,115	28,666	29,228	29,801	30,385	30,979	31,587	32,206	32,849	33,507	34,177	34,860	35,557	36,269	36,995	37,734	38,489	39,259	40,044
5	25,837	26,357	26,887	27,426	27,979	28,542	29,117	29,704	30,302	30,911	31,532	32,167	32,815	33,475	34,145	34,828	35,524	36,235	36,959	37,699	38,453	39,221	40,006	40,806	41,622
6	26,641	27,395	27,960	28,538	29,128	29,730	30,345	30,971	31,611	32,265	32,931	33,612	34,306	35,016	35,715	36,429	37,160	37,903	38,660	39,434	40,223	41,028	41,848	42,685	43,539
7	27,898	28,503	29,124	29,756	30,404	31,065	31,740	32,430	33,137	33,856	34,594	35,347	36,113	36,901	37,638	38,391	39,159	39,943	40,740	41,555	42,386	43,233	44,098	44,980	45,880
8	28,986	29,665	30,358	31,068	31,796	32,538	33,300	34,079	34,876	35,693	36,527	37,381	38,256	39,151	39,934	40,731	41,547	42,379	43,225	44,090	44,973	45,872	46,789	47,725	48,679
9	30,282	31,041	31,818	32,614	33,431	34,269	35,128	36,006	36,910	37,833	38,780	39,750	40,747	41,767	42,603	43,455	44,323	45,210	46,113	47,036	47,977	48,937	49,915	50,914	51,932
10	30,531	31,331	32,151	32,992	33,856	34,744	35,652	36,588	37,544	38,528	39,537	40,572	41,634	42,724	43,580	44,450	45,339	46,246	47,172	48,115	49,078	50,059	51,061	52,082	53,124
11	34,139	34,844	35,564	36,299	37,049	37,815	38,596	39,395	40,208	41,040	41,888	42,754	43,637	44,539	45,429	46,339	47,266	48,210	49,175	50,158	51,162	52,186	53,229	54,294	55,379
12	35,155	36,018	36,903	37,808	38,736	39,687	40,662	41,661	42,683	43,733	44,807	45,906	47,034	48,188	49,152	50,134	51,137	52,161	53,204	54,268	55,354	56,461	57,590	58,742	59,917
13	40,440	41,277	42,129	43,000	43,889	44,796	45,723	46,667	47,633	48,617	49,623	50,648	51,694	52,763	53,818	54,894	55,994	57,113	58,255	59,421	60,607	61,822	63,058	64,319	65,605

UAW Clerical/Technical Salary Grid for FY2013 Increase 1.0%

Grade \ Step	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
1	23,351	23,769	24,195	24,629	25,070	25,519	25,977	26,442	26,915	27,399	27,889	28,389	28,898	29,416	30,004	30,604	31,216	31,840	32,476	33,127	33,789	34,465	35,154	35,857	36,574
2	23,352	23,770	24,196	24,630	25,071	25,520	25,978	26,443	26,916	27,400	27,890	28,390	28,899	29,417	30,005	30,605	31,217	31,841	32,478	33,128	33,790	34,466	35,156	35,859	36,576
3	24,500	24,966	25,442	25,927	26,421	26,923	27,436	27,960	28,492	29,035	29,587	30,151	30,725	31,313	31,938	32,576	33,228	33,891	34,569	35,261	35,967	36,686	37,420	38,168	38,932
4	25,276	25,771	26,276	26,791	27,316	27,851	28,396	28,953	29,520	30,099	30,688	31,289	31,903	32,528	33,178	33,842	34,519	35,209	35,913	36,632	37,365	38,112	38,874	39,651	40,444
5	26,095	26,620	27,155	27,701	28,258	28,827	29,408	30,001	30,605	31,220	31,848	32,488	33,143	33,810	34,487	35,176	35,879	36,597	37,329	38,076	38,837	39,614	40,406	41,214	42,038
6	27,109	27,669	28,240	28,823	29,420	30,027	30,649	31,281	31,928	32,587	33,261	33,948	34,649	35,366	36,072	36,794	37,532	38,283	39,047	39,829	40,626	41,438	42,267	43,112	43,974
7	28,177	28,788	29,416	30,054	30,708	31,376	32,057	32,754	33,468	34,195	34,940	35,700	36,475	37,270	38,014	38,775	39,550	40,342	41,147	41,970	42,810	43,666	44,539	45,430	46,339
8	29,275	29,962	30,662	31,379	32,114	32,864	33,633	34,420	35,225	36,050	36,892	37,755	38,639	39,542	40,333	41,138	41,963	42,803	43,657	44,531	45,422	46,331	47,257	48,202	49,166
9	30,585	31,351	32,136	32,940	33,765	34,611	35,479	36,366	37,279	38,211	39,168	40,148	41,155	42,185	43,029	43,890	44,766	45,662	46,574	47,507	48,457	49,426	50,414	51,423	52,451
10	30,837	31,644	32,473	33,322	34,195	35,091	36,009	36,953	37,919	38,913	39,932	40,978	42,050	43,151	44,015	44,894	45,793	46,708	47,644	48,596	49,568	50,560	51,572	52,603	53,655
11	34,480	35,193	35,920	36,662	37,420	38,194	38,982	39,789	40,610	41,450	42,307	43,182	44,074	44,984	45,884	46,803	47,739	48,692	49,667	50,660	51,674	52,707	53,761	54,837	55,933
12	35,507	36,378	37,272	38,186	39,124	40,084	41,069	42,078	43,110	44,170	45,256	46,366	47,505	48,670	49,644	50,635	51,648	52,683	53,736	54,811	55,908	57,025	58,166	59,329	60,516
13	40,845	41,690	42,550	43,430	44,328	45,244	46,181	47,134	48,109	49,103	50,119	51,154	52,211	53,291	54,356	55,443	56,554	57,684	58,837	60,015	61,213	62,440	63,688	64,962	66,261

7/6/2012

APPENDIX
E

UAW Clerical/Technical Unit Positions
Grade Assignments

Position	Grade
Custodian I	2
Maintenance Specialist	4
Clerk Typist II	5
Clerk, Vital Records II	6
Motor Vehicle Registration Clerk I	6
Licensed Scale Operator	6
Permit Technician I	6
Coordinator, TVB	7
Assessing Admin Specialist I/CSR	7
Transit Utility Service Worker	7
Parking Maintenance	7
Motor Vehicle Registration Clerk II	8
Assessing Admin Specialist II/CSR	8
Administrative Assistant I	8
Permit Technician II	8
Purchasing Agent I	8
Storekeeper PWD	8
Web Designer	9
Accounts Payable Coordinator	9
Administrative Assistant II	9
Department Coordinator	9
Department Coordinator, Assessing	9
Motor Vehicle Coordinator	9
Collections Specialist II	9
Revenue Accounts Specialist	10
Operations Coordinator, Street	10
DPW Collections Specialist III	10
Administrative Assistant III	10
Printing Technician/Mail Distribution	10
Transit Mechanic	10
Transit Operations Coordinator	10
Intake Specialist/Program Asst/Healthy Homes Coord	10
CSO Technician/Inspector	11
Survey Technician	12
Code Enforcement Officer II	12

Code Enforcement Officer, LP & HH	12
Engineering Designer/Inspector	12
Engineering Inspector	12
Street Construction/Repair & Permit Coordinator	12
Foreman, Labor, Parks	12
Foreman, Labor, Street	12
Fleet Maintenance Foreman	12
Foreman, Maintenance WWTP	13
Foreman, Operations WWTP	13
Collection System Foreman	13
Building and Utilities Inspector	13
Solid Waste Foreman	13

The positions listed below are inactive:

Transit Clerk (Back to being contractor position)	4
Secretary III (Converted to Admin Assistant positions)	6
Permit Technician III (Inactive - Never an active position)	9
Urban Programs Support Specialist (Inactive eff 11/30/08)	10
LBPHC Code Enforcement Officer (Loss of Lead Grant)	12
Information Services Specialist/Helpdesk (Reduction in Force)	12

Any new title classified within grades 2 – 13 will not require a reopening of the contract or further negotiation.

APPENDIX F

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 Dyshell Clerical/Technical

FOR AFSCME

June J. Mahy pres. Local 365