

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NASHUA, NH

AND

U.A.W. LOCAL 2322

CLERICAL AND TECHNICAL UNIT

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Article 1
Agreement

AGREEMENT, made and entered into as of the _____ day of _____, 2018, 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 # 2322, 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

As a condition of employment, an employee shall pay either Union Dues or Agency Fees. An employee holding a Union position may execute a written authorization providing that a portion of their salary representing monthly Union Dues or Agency Fees be withheld weekly and forwarded to the Union. Upon receiving a properly executed Authorization and Assignment Form from an employee, the Local 2322 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 Union Dues and Agency Fees deducted, along with a current list of members from whose salary Union Dues and Agency Fees deductions have been made, shall be transmitted to the Treasurer of the Union.

An employee may elect to change deductions during the term of the agreement, between Union Dues and Agency Fees. An employee who executes an authorization form shall continue to have such deductions made from their salary during the term of 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 withdraws the authority for the deduction of Union Dues or Agency Fees. Union Dues and Agency Fees deductions shall be made without cost to the employee or the Union.

Union Dues and Agency Fees 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 Union Dues or Agency Fees 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 Union Dues or Agency Fees 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 Fees

An employee who elects not to pay Union Dues shall pay Agency Fees 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.

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 is 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, its 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 employees 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. Inspectors in the Community Development Division shall receive a minimum of three (3) hours pay at the applicable rate for scheduled work on Saturday or Sunday or between the hours of 9:00 p.m. and 5 a.m.

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 within the classification that normally performs the work, starting with the most senior qualified employee. The next round of overtime shall begin with the next senior employee within the classification that normally performs the work, not previously contacted for overtime. Once the list is at the bottom (least senior employee within the classification that normally performs the work) 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 or cell phone and respond to it if paged_or called.

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 $[5 \times 3 + 3 \times 2 + 3 \times 1]$.

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 grievated 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 grievated 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 Job Description. All Job Descriptions shall be reviewed and evaluated and assigned a grade. The Union shall have input in the Job Description process and shall be notified when any Job Description 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 Job Descriptions 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. Notices will not be posted on Mondays. 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. However, positions with a grade of 6 or less can be posted internally and externally at the same time. If in the first five working days of the posting, no qualified employee has applied, external candidates may be considered.

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 is incorporated into this agreement 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. [Omitted intentionally.]

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.

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. However, positions with a grade of 6 or less can be posted internally and externally at the same time. If in the first five working days of the posting, no qualified employee has applied, external candidates may be considered.

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 or holiday 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 2322. 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, 2017, July 1, 2018, and July 1, 2019, 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, 2018, 2019, or 2020, 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 each fiscal year 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.

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 than 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.

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

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 monetary payment 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.

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 **Flexible Spending Accounts (FSA) & Dependent Care Assistance Spending Plans**

The City shall make Flexible Spending Accounts (FSA) and Dependent Care Assistance Spending Plans available to employees. Employees may opt to enroll and make payroll deducted contributions to the plans. Employee contribution limits and plan rules shall be governed by IRS regulations.

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 employees of the Division of Public Works. Division of Public Works employees shall join the Division of Public Works retirement system, if and when eligible to do so, in accordance with the rules of that system. The City and the employees 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 log books or a mutually agreeable substitute log book for recording mileage.

For the FY18 through FY20 contract cycle, the City will add \$.10 per hour to the hourly wage rate of the building and utility inspectors, code enforcement officers, and engineering inspectors to support the purchase of a business use rating on their personal automobile insurance.

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 four (4) person committee made up of two (2) Union members (with one member from each UAW unit) and two (2) 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

Employees hired on or before August 31, 2014 in grades 5 and higher shall use the compensation grids in Appendix D.

Employees hired after August 31, 2014 and all employees in grades 1-4 shall use the compensation grids in Appendix D-1.

Eligible employees who received a satisfactory job evaluation on June 30, 2017 will receive a one step increase on July 1, 2017. Only employees who are active employees on the date when cost items receive final approval are eligible to receive this increase.

Effective July 1, 2017, increase the compensation grids by 0.1%, with all employees on the grids receiving the corresponding increase as of July 1, 2017 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, 2017, remove the lowest step from all grades on the compensation grids and add one additional step at the top of all grades on the compensation grids with a 2% increase from the prior step.

Eligible employees who receive a satisfactory job evaluation on June 30, 2018 will receive a one step increase on July 1, 2018.

Effective July 1, 2018, increase the compensation grids by 0.15%, with all employees on the grids receiving the corresponding increase as of July 1, 2018 or date of hire, whichever is later.

Effective July 1, 2018, remove the lowest step from all grades on the compensation grids and add one additional step at the top of all grades on the compensation grids with a 2% increase from the prior step.

Eligible employees who receive a satisfactory job evaluation on June 30, 2019 will receive a one step increase on July 1, 2019.

Effective July 1, 2019, increase the compensation grids by 0.15%, with all employees on the grids receiving the corresponding increase as of July 1, 2019 or date of hire, whichever is later.

Effective July 1, 2019, remove the lowest step from all grades on the compensation grids and add one additional step at the top of all grades on the compensation grids with a 2% increase from the prior step.

The parties agree that the increases to the grids are cost of living increases and that only the steps on the resulting grids 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.

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/Email

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

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 Annual Days	Days Accrued per Month	Total
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 Annual Days	Days Accrued per Month	Total
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 1/4 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. For employees entitled to a balance of up to ninety (90) days resulting from initial conversion pursuant to Article 42 (Individualized Sick Leave Pools, Maximum Balances), total Earned Time days and Sick Leave Pool days combined shall not exceed one hundred fifty (150) 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 affected 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 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, 2017, and terminate at midnight on June 30, 2020. 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 _____, 2018

FOR THE CITY OF NASHUA

FOR U.A.W. 2322 CLERICAL AND
TECHNICAL UNIT


James Donchess, Mayor


Unit Chair


Local Representative


International Representative

NASHUA BOARD OF PUBLIC WORKS


James Donchess, Chair

NASHUA BOARD OF FIRE COMMISSIONERS


Chair

Approved as to form


Corporation Counsel

APPENDIX A

AMENDED CERTIFICATION OF UNIT

Merger Notification



STATE OF NEW HAMPSHIRE
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

International Union - UAW Local 2322
(Clerical and Technical Unit)

and

City of Nashua

Case No. G-0044-3
Decision No. 2015-080

Certification of Representative and Order to Negotiate (Updated)

Pursuant to RSA 273-A and PELRB Decision No. 2015-079 recognizing the UAW Local's 2232 merger with the UAW Local 2322, it is hereby noted that the International Union - UAW Local 2322 (Clerical and Technical Unit) is the exclusive representative of the employees of the above named public employer, in the unit 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.

The above named public employer shall negotiate with the exclusive representative named herein on terms and conditions of employment for the members of the bargaining unit, as herein described, and shall recognize the right of the exclusive representative to represent employees in the settlement of grievances.

So ordered.

May 4, 2015


Karina A. Lange, Esq.
Staff Counsel Hearing Officer

Distribution: Kevin Boutin, President
Susan Valaitis, Interim Human Resources Director

APPENDIX B

UNION MEMBERSHIP AND UNION DUES OR AGENCY FEES FORM

MEMBERSHIP APPLICATION

(please print: last name)	(first name)	(middle initial)	
(street address)	(city)	(state)	(zip)
(home phone)	(email)		
(employer)	(job title)		
(work site/department)	(hire date)		



I hereby accept membership in UAW Local 2322 and authorize UAW Local 2322, its agents or representatives, to act for me as my exclusive representative in collective bargaining on all matters pertaining to wages, hours of work, working conditions and other conditions of employment. I also agree to abide by all rules, regulations and constitutional provisions established by Local 2322 and the UAW.

Signature _____ (Please sign on line above) _____ (date)

PLEASE FILL OUT & SIGN BOTH SECTIONS BEFORE RETURNING

AUTHORIZATION FOR CHECK-OFF DUES

I hereby assign the UAW Local Union 2322 from any wages earned or to be earned by me such sums as the Financial Officer of said Local 2322 may certify as due and owing from me as membership dues, including an initiation fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW.

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

You **WILL NOT** pay union dues until your shop's first contract has been negotiated and ratified.

This authorization may be revoked by me as of the expiration or anniversary date of the collective bargaining agreement covering my employment. To effect such a revocation, written notice, signed by me, must be received by my Employer and the Union by registered mail not more than sixty (60) days and not less than fifty (50) days before the contract anniversary/expiration date.

Signature _____ (Please sign on line above) _____ (date)

Were you ever previously a member of the UAW? ☐ No ☐ Yes. If yes: I was a member of UAW Local # _____ while employed at _____

Mail card to: UAW Local 2322 - 4 Open Square Way, Suite 406 - Holyoke, MA 01040
(or give to your shop steward or Union Representative)



APPENDIX C

GRIEVANCE FORM

LOCAL 2232 UNITED AUTO WORKERS

GRIEVANCE NUMBER: _____ DATE OF FILING: _____
(MONTH DAY YEAR - INCIDENT#)

GRIEVANCE STEP 1 _____ STEP 2 _____ STEP 3 _____ OTHER _____

EMPLOYER RESPONSE DUE: _____ Received by: _____
(Date) (Employer Representative)

TO: _____
(Name, Title of EMPLOYER Representative)

OF: _____
(Employer)

FROM: _____
(Name, Title of Union Representative)

GRIEVANT(S): _____

DATE OF OCCURRENCE:

VIOLATION: The employer violated the collective bargaining agreement including, but not limited to Article(s)

STATEMENT OF GRIEVANCE:

REMEDY REQUESTED: The employer should make whole the grievant(s) in every way, including:

SIGNED:

(Union Representative)

(Grievant(s) - optional)

APPENDIX D AND D-1

WAGE GRIDS

Appendix D

UAW Clerical/Technical Salary Grid for FY2018

July 1, 2017

Grade

Step	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
1	25,473	25,929	26,394	26,867	27,347	27,839	28,337	28,846	29,362	29,888	30,426	30,974	31,532	32,101	32,681	33,272	33,874	34,488	35,114	35,752	36,402	37,064	37,738	38,424	39,122
2	25,474	25,930	26,395	26,868	27,349	27,840	28,338	28,847	29,363	29,889	30,427	30,975	31,533	32,102	32,682	33,273	33,875	34,489	35,115	35,753	36,403	37,065	37,739	38,425	39,123
3	26,845	27,356	27,877	28,409	28,950	29,502	30,063	30,635	31,219	31,816	32,423	33,041	33,670	34,310	34,961	35,623	36,296	36,980	37,675	38,381	39,098	39,826	40,564	41,312	42,070
4	27,755	28,299	28,853	29,418	29,994	30,583	31,182	31,792	32,416	33,051	33,711	34,386	35,074	35,775	36,490	37,221	37,965	38,724	39,499	40,289	41,094	41,916	42,755	43,610	44,482
5	28,713	29,291	29,881	30,483	31,096	31,722	32,360	33,010	33,676	34,354	35,041	35,741	36,456	37,186	37,929	38,688	39,461	40,250	41,055	41,876	42,714	43,568	44,439	45,328	46,235
6	29,882	30,510	31,141	31,784	32,441	33,111	33,795	34,494	35,208	35,935	36,672	37,425	38,193	38,976	39,774	40,587	41,415	42,258	43,117	43,992	44,883	45,790	46,713	47,652	48,607
7	31,201	31,880	32,573	33,281	34,006	34,744	35,501	36,274	37,061	37,869	38,695	39,539	40,400	41,278	42,173	43,085	43,998	44,927	45,872	46,833	47,810	48,803	49,813	50,839	51,882
8	32,630	33,397	34,174	34,973	35,791	36,629	37,485	38,361	39,260	40,178	41,111	42,069	43,049	44,041	45,045	46,061	47,089	48,129	49,191	50,265	51,351	52,449	53,559	54,681	55,815
9	34,308	35,168	36,049	36,951	37,878	38,825	39,797	40,793	41,816	42,863	43,921	44,995	46,086	47,194	48,319	49,461	50,620	51,796	52,989	54,199	55,426	56,670	57,931	59,208	60,501
10	34,744	35,653	36,588	37,547	38,528	39,538	40,574	41,636	42,726	43,844	44,921	46,025	47,156	48,304	49,479	50,681	51,900	53,137	54,392	55,665	56,956	58,265	59,592	60,935	62,295
11	38,021	38,807	39,609	40,438	41,293	42,166	43,057	43,976	44,922	45,895	46,895	47,921	48,974	50,054	51,161	52,294	53,453	54,638	55,849	57,086	58,349	59,638	60,953	62,295	63,665
12	39,752	40,725	41,729	42,754	43,803	44,880	45,983	47,110	48,268	49,452	50,642	51,849	53,082	54,341	55,625	56,935	58,271	59,633	61,021	62,435	63,875	65,340	66,831	68,348	69,891
13	45,040	45,971	46,923	47,892	48,882	49,892	50,924	51,976	53,050	54,147	55,279	56,434	57,622	58,811	59,983	61,180	62,402	63,649	64,921	66,218	67,541	68,889	70,262	71,661	73,086

UNAW Clerical/Technical Salary Grid for FY2019

Step July 1, 2019

Appendix D

Increase 0.15%

Grade	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
1	25,968	26,434	26,907	27,389	27,881	28,380	28,889	29,406	29,933	30,532	31,142	31,766	32,400	33,047	33,710	34,383	35,071	35,772	36,488	37,217	37,962	38,721	39,495	40,285	41,091
2	25,969	26,435	26,909	27,390	27,882	28,381	28,890	29,407	29,934	30,533	31,143	31,767	32,401	33,049	33,711	34,384	35,072	35,774	36,490	37,220	37,964	38,723	39,498	40,288	41,093
3	27,397	27,918	28,452	28,993	29,546	30,108	30,682	31,265	31,864	32,500	33,149	33,813	34,487	35,178	35,881	36,600	37,332	38,078	38,840	39,617	40,409	41,217	42,042	42,882	43,740
4	28,341	28,896	29,463	30,039	30,629	31,228	31,840	32,464	33,100	33,762	34,437	35,127	35,838	36,545	37,277	38,022	38,782	39,558	40,349	41,156	41,979	42,819	43,675	44,549	45,440
5	29,334	29,916	30,519	31,143	31,770	32,408	33,060	33,726	34,405	35,093	35,795	36,510	37,241	37,986	38,746	39,520	40,311	41,117	41,939	42,778	43,633	44,505	45,396	46,304	47,230
6	30,556	31,188	31,831	32,489	33,161	33,846	34,546	35,259	35,989	36,707	37,441	38,191	38,956	39,734	40,529	41,340	42,167	43,011	43,871	44,748	45,643	46,556	47,487	48,437	49,408
7	31,918	32,622	33,331	34,057	34,797	35,555	36,328	37,116	37,925	38,683	39,457	40,246	41,052	41,871	42,709	43,563	44,434	45,323	46,229	47,154	48,097	49,059	50,040	51,041	52,063
8	33,442	34,225	35,026	35,845	36,684	37,541	38,419	39,318	40,238	41,043	41,863	42,701	43,556	44,425	45,315	46,222	47,146	48,088	49,050	50,031	51,032	52,052	53,093	54,155	55,238
9	35,220	36,103	37,006	37,935	38,883	39,857	40,854	41,879	42,927	43,786	44,662	45,554	46,465	47,394	48,342	49,310	50,296	51,302	52,328	53,374	54,442	55,530	56,641	57,774	58,929
10	35,709	36,643	37,604	38,587	39,597	40,635	41,699	42,790	43,910	44,790	45,684	46,598	47,530	48,482	49,451	50,440	51,449	52,479	53,529	54,599	55,691	56,805	57,941	59,100	60,282
11	38,866	39,664	40,489	41,335	42,180	43,051	43,941	44,849	45,776	46,691	47,626	48,579	49,549	50,540	51,551	52,583	53,635	54,707	55,801	56,917	58,056	59,217	60,401	61,609	62,841
12	40,790	41,791	42,818	43,868	44,947	46,052	47,180	48,340	49,516	50,717	51,576	52,557	53,610	54,681	55,776	56,892	58,039	59,190	60,373	61,581	62,812	64,069	65,350	66,657	67,990
13	46,040	46,993	47,963	48,956	49,967	51,001	52,054	53,130	54,228	55,312	56,419	57,549	58,699	59,873	61,071	62,290	63,539	64,809	66,105	67,427	68,776	70,151	71,554	72,985	74,445

UAW Clerical/Technical Salary Grid for FY2020

Appendix D

Increase 0.15%

Step July 1, 2019

Grade	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
1	26,473	26,948	27,430	27,913	28,422	28,932	29,450	29,978	30,578	31,189	31,813	32,448	33,097	33,760	34,435	35,124	35,826	36,542	37,273	38,019	38,779	39,555	40,346	41,153	41,976
2	26,474	26,949	27,431	27,914	28,423	28,933	29,451	29,979	30,579	31,190	31,814	32,449	33,098	33,761	34,436	35,125	35,828	36,544	37,275	38,021	38,781	39,557	40,348	41,155	41,978
3	27,960	28,494	29,036	29,590	30,153	30,718	31,313	31,911	32,548	33,199	33,863	34,539	35,230	35,935	36,655	37,388	38,136	38,898	39,676	40,470	41,279	42,105	42,947	43,806	44,682
4	28,939	29,507	30,084	30,675	31,275	31,887	32,513	33,150	33,812	34,489	35,179	35,882	36,600	37,333	38,079	38,840	39,617	40,410	41,218	42,042	42,883	43,741	44,615	45,508	46,418
5	29,971	30,575	31,190	31,817	32,457	33,109	33,777	34,457	35,146	35,849	36,565	37,297	38,041	38,804	39,580	40,371	41,178	42,002	42,842	43,699	44,573	45,464	46,371	47,301	48,247
6	31,235	31,879	32,538	33,211	33,897	34,597	35,312	36,043	36,782	37,537	38,309	39,095	39,893	40,704	41,529	42,368	43,221	44,089	44,972	45,871	46,786	47,718	48,667	49,634	50,619
7	32,670	33,381	34,108	34,849	35,608	36,383	37,172	37,982	38,741	39,516	40,307	41,114	41,938	42,773	43,623	44,500	45,391	46,299	47,225	48,169	49,133	50,115	51,118	52,140	53,183
8	34,276	35,078	35,899	36,739	37,597	38,476	39,377	40,298	41,104	41,925	42,765	43,621	44,492	45,383	46,291	47,217	48,161	49,124	50,106	51,108	52,131	53,173	54,237	55,321	56,428
9	36,157	37,061	37,992	38,942	39,917	40,915	41,942	42,992	43,852	44,719	45,622	46,535	47,465	48,415	49,384	50,371	51,378	52,406	53,454	54,523	55,614	56,726	57,860	59,018	60,198
10	38,698	39,660	40,644	41,657	42,695	43,761	44,854	45,976	47,124	48,297	49,492	50,718	51,975	53,254	54,557	55,895	57,268	58,676	59,108	60,571	62,060	63,575	65,118	66,692	68,304
11	39,728	40,749	41,817	42,943	44,116	45,327	46,576	47,861	49,181	50,536	51,927	53,354	54,818	56,321	57,864	59,447	61,070	62,733	64,436	66,179	67,962	69,785	71,648	73,551	75,494
12	41,854	42,982	44,164	45,415	46,747	48,161	49,658	51,240	52,908	54,662	56,503	58,430	60,444	62,546	64,737	67,018	69,390	71,853	74,407	76,952	79,588	82,315	85,034	87,846	90,651
13	47,064	48,035	49,039	50,047	51,077	52,132	53,210	54,310	55,435	56,584	57,757	58,954	60,176	61,423	62,695	64,002	65,345	66,724	68,139	69,591	71,079	72,604	74,167	75,768	77,408

UAW Clerical/Technical Salary Grid for FY2018

July 1, 2017

Increment 8.10%

Appendix D-1

Grade	Step	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
1	25,682	26,196	26,710	27,224	27,739	28,253	28,767	29,281	29,795	30,309	30,823	31,337	31,851	32,365	32,879	33,393	33,907	34,421	34,935	35,449	35,963	36,477	36,991	37,505	38,019	38,533
2	25,683	26,197	26,721	27,245	27,769	28,293	28,817	29,341	29,865	30,389	30,913	31,437	31,961	32,485	33,009	33,533	34,057	34,581	35,105	35,629	36,153	36,677	37,201	37,725	38,249	38,773
3	26,946	27,460	27,974	28,498	29,022	29,546	30,070	30,594	31,118	31,642	32,166	32,690	33,214	33,738	34,262	34,786	35,310	35,834	36,358	36,882	37,406	37,930	38,454	38,978	39,502	40,026
4	27,799	28,313	28,827	29,351	29,875	30,399	30,923	31,447	31,971	32,495	33,019	33,543	34,067	34,591	35,115	35,639	36,163	36,687	37,211	37,735	38,259	38,783	39,307	39,831	40,355	40,879
5	28,700	29,214	29,728	30,252	30,776	31,300	31,824	32,348	32,872	33,396	33,920	34,444	34,968	35,492	36,016	36,540	37,064	37,588	38,112	38,636	39,160	39,684	40,208	40,732	41,256	41,780
6	29,816	30,330	30,844	31,368	31,892	32,416	32,940	33,464	33,988	34,512	35,036	35,560	36,084	36,608	37,132	37,656	38,180	38,704	39,228	39,752	40,276	40,800	41,324	41,848	42,372	42,896
7	30,889	31,403	31,917	32,441	32,965	33,489	34,013	34,537	35,061	35,585	36,109	36,633	37,157	37,681	38,205	38,729	39,253	39,777	40,301	40,825	41,349	41,873	42,397	42,921	43,445	43,969
8	32,198	32,712	33,226	33,750	34,274	34,798	35,322	35,846	36,370	36,894	37,418	37,942	38,466	38,990	39,514	40,038	40,562	41,086	41,610	42,134	42,658	43,182	43,706	44,230	44,754	45,278
9	33,638	34,152	34,666	35,190	35,714	36,238	36,762	37,286	37,810	38,334	38,858	39,382	39,906	40,430	40,954	41,478	42,002	42,526	43,050	43,574	44,098	44,622	45,146	45,670	46,194	46,718
10	35,915	36,429	36,943	37,457	37,971	38,485	39,009	39,523	40,037	40,551	41,065	41,579	42,093	42,607	43,121	43,635	44,149	44,663	45,177	45,691	46,205	46,719	47,233	47,747	48,261	48,775
11	37,921	38,435	38,949	39,463	39,977	40,491	41,005	41,519	42,033	42,547	43,061	43,575	44,089	44,603	45,117	45,631	46,145	46,659	47,173	47,687	48,201	48,715	49,229	49,743	50,257	50,771
12	39,051	39,565	40,079	40,593	41,107	41,621	42,135	42,649	43,163	43,677	44,191	44,705	45,219	45,733	46,247	46,761	47,275	47,789	48,303	48,817	49,331	49,845	50,359	50,873	51,387	51,901
13	44,922	45,436	45,950	46,464	46,978	47,492	48,006	48,520	49,034	49,548	50,062	50,576	51,090	51,604	52,118	52,632	53,146	53,660	54,174	54,688	55,202	55,716	56,230	56,744	57,258	57,772

UAW Clerical/Technical Salary Grid for FY2019

[illegible]

UAW Clerical/Technical Salary Grid for FY2020

Appendix D-1

Increase 0.15%

Step July 1, 2019

Grade

Grade	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
1	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
2	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
3	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
4	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
5	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
6	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
7	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
8	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
9	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
10	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
11	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
12	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106
13	26,800	27,336	27,883	28,440	29,009	29,589	30,181	30,785	31,401	32,029	32,669	33,322	33,989	34,669	35,362	36,069	36,791	37,527	38,277	39,043	39,823	40,620	41,432	42,261	43,106

APPENDIX E
UAW Clerical/Technical Unit
Grade Assignments

<u>Position</u>	<u>Grade</u>
Custodian I	2
Maintenance Specialist	4
Messenger Mail Distribution Clerk	4
Clerk, Vital Records	6
Licensed Scale Operator	6
Motor Vehicle Registration Clerk I	6
Permit Technician I	6
Assessing Admin Specialist I/CSR	7
Motor Vehicle Registration Clerk II	7
Parking Maintenance	7
Transit Utility Service Worker	7
Administrative Assistant I	8
Motor Vehicle Registration Clerk III	8
Permit Technician II	8
Purchasing Agent I	8
Accounts Payable Coordinator	9
Administrative Assistant II	9
Assessing Admin Specialist II/CSR	9
Collections Specialist II	9
Department Coordinator, Assessing	9
Department Coordinator, City Clerk	9
Department Coordinator, Planning	9
Permit Technician III	9
PV/MVR Coordinator	9
Storekeeper PWD	9
Web Designer	9
Zoning Coordinator	9
Administrative Assistant III	10
DPW Collections Specialist III	10
Operations Coordinator, Street	10
Revenue Accounts Specialist	10
Transit Mechanic	10
Transit Operations Coordinator	10
Code Enforcement Officer II	12
Code Enforcement Officer, LP & HH	12
Engineering Inspector	12

Foreman, Parking Operations	12
Survey Technician	12
Street Construction/Repair & Permit Coordinator	12
Building Inspector / Asst. Plans Examiner	13
Building and Utilities Inspector	13
Foreman, Fleet Maintenance	13
Foreman, Parks & Rec.	13
Foreman, Solid Waste	13
Foreman, Street	13
Foreman, Traffic	13
Foreman, Wastewater	13

The positions listed below are inactive:

Clerk Typist II	5
Coordinator, TVB	7
Motor Vehicle Coordinator	8
Resource Coordinator	8
Printing Technician/Mail Distribution	10
Intake Specialist/Program Asst/Healthy Homes Coord	10
CSO Technician/Inspector	11
Engineering Designer/Inspector	12
Foreman, Maintenance WWTP	13
Foreman, Operations WWTP	13
Collection System Foreman	13

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

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