

Union Agreement
between the Nashua Housing Authority
and AFSME Council 93

October 1, 2015 through September 30, 2021

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Appendix A: Certification of Representative and Order to Negotiate

This Agreement made this _____ day of _____, effective October 1, 2015, by and between the Nashua Housing Authority by its Commissioners, hereafter referred to as the "NHA", and the American Federation of State, County and Municipal Employees, Local 1801, hereafter referred to as the "Union".

Purpose

It is the intent and purpose of the parties hereto, that this Agreement will promote and improve industrial and economic relationships between the NHA and Union, and set forth herein the basic Agreement covering the rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

It is also agreed that factors such as sex, race, color, sexual orientation, national origin, religion, lawful political or employee's organization affiliation, age, marital status or non disqualifying handicap are not considerations in evaluating the qualifications of an employee or prospective employee.

Preamble

The parties agree to promote a harmonious relationship between the NHA and the employees in the bargaining unit in the following Agreement.

Article I Recognition

- A. The NHA hereby recognizes AFSCME, Local 1801, in accordance with RSA 273-A as the exclusive representative of the bargaining unit described in the Certification of Representation issued by the Public Employee Labor Relations Board (Case No. A-0497). (A copy of the Certification shall be a part of this Agreement attached as Appendix A.)
- B. As used herein, an employee shall mean a maintenance employee included in the bargaining unit Certification of Representation. Wherever used in this Agreement, the word "employee" shall refer only to a person or persons actively and regularly engaged in the department's work and enrolled in the regular payroll of the department.

Article II Management's Rights

- A. Except as otherwise expressly and specifically provided in this Agreement, the Union recognizes that the direction of the Division's operations; the determination of the methods and means by which such operations are to be conducted; the supervision, management and control of the Division's workforce; the right, lawfully and for just cause, to demote, discipline, suspend or discharge employees; the right to determine hours and schedules of work and the work tasks and standards of performance for employees, and all other rights and responsibilities not specifically provided in this Agreement, shall remain the function of Management and the NHA, all in accordance with RSA 273-A.
- B. It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or other rights, expressly and specifically provided in this Agreement, are violated by Management or the Board.

Article III Benefits

- A. Employees shall be covered by Workers' Compensation Insurance, Retirement Plan, Unemployment Insurance and Life Insurance at the current level, and one hundred (100) percent paid by NHA.

All eligible employees who are hired after July 1, 2004 must join the New Hampshire Retirement System as a condition of employment on his/her date of hire.

- B. All employees who resign or retire shall receive two (2) weeks severance pay.
- C. To qualify for severance pay, an employee must give at least two (2) weeks notice prior to his/her resignation or retirement.
- D. An employee who has not completed his/her ninety (90) days probation period shall not be eligible for severance pay.

E. Clothing Allowances

1. The NHA will initially supply each new employee, after the completion of the probationary period, six (6) sets of wrinkle-free permanent pressed work clothes:
 - 6 pants (any combination of summer or winter)
 - 6 summer shirts
 - 6 winter shirts
 - 1 jacket (cavalry twill)
 - 1 jacket (winter weight designed for liner insert with liner)
 - 6 tee shirts
 - 1 pair boots (safety type determined by the Facilities Manager)

It shall be the responsibility of each employee to ensure that they arrive to work in clean uniforms every day. The employee will be subject to the disciplinary procedures listed in Article XX, Section C of this contract for any infractions of this policy. In addition, the employee will be sent home to change and will not be paid for the time away from the workplace in the event of an infraction.

2. Shirts and jackets are to have appropriate departmental emblem affixed. Each employee will maintain his/her own uniforms and must replace any lost uniforms at the employee's own expense. Employee will wear uniforms during working hours - not otherwise.
3. Rain gear will be provided to employees when they are required to work in inclement weather.
4. Work gloves will be provided, as determined by the Facilities Manager, to be required and replaced on a direct exchange basis as needed.
5. The NHA will purchase blue baseball style caps for each employee if so requested by the employee; otherwise, no hat shall be worn.
6. Clothing will be replaced on a direct exchange basis as needed and as approved by the Facilities Manager.

F. Health Insurance Program

1. The NHA shall provide to each member of the bargaining unit, the benefits of an individual or two-person or family medical plan, and the NHA agrees to contribute the following toward that plan:

* 80 percent effective October 1, 2015

2. The NHA agrees that it shall pay 100 percent of the cost of the two-person/family plan if this is included as part of the City of Nashua Public Works Contract being negotiated for ratification during this fiscal year.
3. If employee chooses not to enroll in the health insurance program, 20 percent of the monthly health insurance premium for single coverage will be paid to the employee weekly. The 20 percent monthly health insurance premium will be determined from the least expensive plan at the NHA during the enrollment period. In order to exercise this provision, an employee must provide documentation that s/he has health insurance elsewhere.

Early Retirement Benefit: In an effort to reward the loyalty of long-term NHA employees, a program to provide certain benefits to retiring employees has been established. Only employees retiring after the effective date of this program shall be eligible for these benefits. The terms and conditions of the program are as follows:

1. To be eligible to apply for early retirement benefits, an employee must, as of the date of retirement, be at least 55 years of age and have at least 20 years of service as a full-time employee of the Authority immediately prior to the date of retirement. For purposes of calculating the years of service, an approved leave of absence will not be considered a break in service but the time out of work on leave will not be counted when determining the years of full-time service for the Authority. Further the employee must have been enrolled in the Authority's health plan for five consecutive years prior to his/her date of retirement at the desired level of coverage.
2. Any employee seeking to receive the early retirement benefits described herein shall notify the Executive Director, in writing, at least three months prior to the actual retirement date.
3. As a condition of receiving the early retirement benefits, the employee must execute a release of all legal claims against the Authority, all of its commissioners, employees, and agents.
4. An employee meeting all of the requirements above shall be entitled to receive, from the date of retirement until the date s/he becomes eligible for Medicare or similar benefits under State or Federal law, the same medical insurance benefits (excluding any separate policies for dental, vision, substance abuse, workers' compensation, disability, or other benefits) provided to current employees of the Authority on the same basis (premium co-pay, etc.) as if the retired employee were still employed by the Authority, except that the retired employee may not increase the level of coverage (e.g. from a two-person to family) after retirement. After the retired employee, and/or his/her spouse, becomes eligible for Medicare, the Authority shall continue to provide this benefit in the form of a Medicare Supplement policy.
5. Nothing in this Policy shall prevent the Authority from changing health insurance carriers, modifying the terms of the medical insurance plan, or altering the level of premiums to be paid by retirees.

G. Dental Program

1. The NHA shall provide a dental insurance program similar to Delta Dental, Plan IV, to each member of the bargaining unit under the following contribution plans:

| | |
|-------------|---------------------------------|
| Individual: | 100 percent (\$21.87 per month) |
| Two-person: | 95 percent (\$40.42 per month) |
| Family: | 95 percent (\$64.54 per month) |
2. The premium contribution is set at the rates effective July 1, 1997 indicated in 1 above. Any future increases in premium contribution will be at the employee's expense.

In order for the dental plan to be in effect, the minimum level of participation by employees of the bargaining unit is 75 percent of all eligible employees.

H. Life Insurance

The NHA shall provide each member of the bargaining unit with life insurance paid for by the NHA as currently required under the pension plan.

Article IV Bulletin Boards

The Authority shall provide space on bulletin boards for the posting of notices of the Authority addressed to the employees and notices of the Union addressed to the members. The Authority shall locate its bulletin boards at convenient places within the Authority. No Union notice shall be posted in or around the Authority's property except on such boards, and no notice shall be posted until it has been signed either by the President or Secretary for the Union.

Bulletin boards will be updated as expeditiously as possible by Management.

Article V Grievance Procedure

It shall be the purpose of this grievance procedure to settle grievances between the NHA and Union as expeditiously and fairly as possible. Any differences as to the interpretation of this Agreement in its application to a particular situation, or as to whether it has been observed and performed, shall be a grievance under this Agreement, and the parties shall observe the following procedure for the adjustment and settlement of such grievance:

Step I

Within eight (8) workdays of the incident leading to the grievance, if the parties involved have not reached a verbal agreement, then the grievance shall be reduced to writing, signed by the employee and the Union, and presented to the Facilities Manager or his/her designated representative. The Facilities Manager shall hold discussion within three (3) workdays after receiving the grievance. If the grievance remains unresolved following a discussion, which is not to exceed one (1) hour, the Facilities Manager shall respond in writing within three (3) workdays.

Step II

Within three (3) workdays of receiving the response from the Facilities Manager, the Union may notify the Assistant Executive Director or, in his/her absence, the Executive Director, in writing, that a hearing on the grievance is requested. The Assistant Executive Director or, in his/her absence, the Executive Director, will investigate the grievance to determine if a grievance exists under the Agreement and if it can be settled under the policies of the NHA as well as under the Agreement. If the matter has not been settled by the Assistant Executive Director or, in his/her absence, the Executive Director, within one (1) week, then

Step III

The Union within three (3) workdays may notify the Executive Director, in writing, of the grievance. The Executive Director shall, within one (1) week after the grievance is presented, consider the grievance and within two (2) working days thereafter, notify the Union, in writing, of his/her disposition of the grievance.

In the event the employee and the Union are not in accord with the disposition by the Executive Director, then

Step IV

The Union within three (3) workdays may notify the NHA Commissioners, in writing, of the grievance. The NHA Commissioners shall, within one (1) week after the grievance is presented, consider the grievance and within two (2) workdays thereafter, notify the Union in writing of their disposition of the grievance. In the event the employee and the Union are not in accord with the disposition by the Commissioners, then

Step V

(a) The parties hereto agree that any grievance that involves the interpretation or application of a specific provision of this Agreement shall be settled by arbitration. The parties agree to submit the grievance to the New Hampshire Public Employee Labor Relations Board and to abide by the rules and procedures set forth by the said Board. Determination and decisions set forth by the said Board shall be final and binding upon the parties. All costs submitted by the New Hampshire Public Employee Labor Relations Board are to be shared equally by the parties. Any grievance that is not submitted to arbitration under this Step within ninety (90) workdays after receipt of the written decision of the NHA Commissioners (Step IV) shall be deemed waived.

(b) Presentation of grievances under Step I and Step II only, if done during working hours, shall not result in loss of straight time pay to either the Union Steward or the aggrieved employee involved. If more than one (1) aggrieved employee is involved, only one (1) employee shall be entitled to receive straight time pay during such presentation. No overtime or any other premium pay shall be paid for time spent in such presentations.

(c) In the event an employee is discharged, demoted or suspended, the Union may request a hearing before the NHA Commissioners and Steps I through IV of the grievance procedure will be waived. Such request must be made in writing within seven (7) days from the date of such discharge, demotion or suspension, and the Board must grant said hearing within seven (7) days from the date the request is received. If the grievance is not resolved to the satisfaction of both parties, Step V of the grievance procedure may be utilized.

(d) The times for taking action in the aforementioned Sections may be extended by mutual consent, in writing, but all of the Steps of this Article shall be handled as expeditiously as possible with a view to promoting and maintaining complete harmony. Requests of either party for extensions of time shall not be unreasonably denied.

(e) In order to expedite resolutions of grievances, the duly accredited area Union Steward, with or without the aggrieved employee, may investigate and process grievance(s) under Step I during working hours as defined in Step I of this Article.

Article VI Holidays

A. The NHA agrees that all employees covered by this Agreement shall receive the same holidays that the City of Nashua recognizes for its employees as determined by the Mayor of Nashua:

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|------------------|---------------------------|
| New Year's Day | Columbus Day |
| Civil Rights Day | Presidential Election Day |
| Presidents' Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving |
| Labor Day | Christmas Day |

- B. If one (1) of the previously mentioned holidays falls on a Saturday and is observed on a Friday, said Friday shall be a paid holiday. If one (1) of the previously mentioned holidays falls on a Sunday and is observed on a Monday, said Monday shall be a paid holiday.
- C. In order to qualify for pay on a holiday not worked, under Section A above, an employee must work on the last scheduled work day prior to the day the holiday is observed and the first scheduled work day subsequent to the day on which the holiday is observed.
- D. If an employee is absent on authorized sick leave on either or both days stated in Section C above, the employee may qualify for holiday pay for holidays which occur during the first two (2) weeks of such an absence by presenting a medical doctor's certificate or other satisfactory evidence of illness to the employee's supervisor. Said certificate shall state that the employee was unable to work due to illness on the day(s) specified.
- E. In the event that an employee is required to work on any of said holidays, the employee shall be compensated at the rate of time and one-half for hours worked, in addition to holiday pay, if eligible, and otherwise meets all requirements of this Article.
- F. In the event a paid holiday falls during an employee's vacation, the employee shall receive holiday pay or an extra day off with pay either on the day immediately preceding or following the vacation period.

Article VII Hours of Work

A. Regular Time

1. The normal work hours shall be 7:30 a.m. to 4:00 p.m., Monday through Friday, for the first (1st) shift, with one half (1/2) hour lunch and two (2) fifteen (15) minute breaks within specific time parameters.
2. The normal work hours shall be 3:30 p.m. to 12:00 a.m., Monday through Friday for the second (2nd) shift, with one half (1/2) hour for lunch and two (2) fifteen (15) minute breaks within specific time parameters.
3. The normal workweek for one (1) employee shall be Sunday, Monday, Tuesday, and Wednesday with Thursday and Friday as days off and work Saturday with the hours of 7:30 a.m. to 4:00 p.m.

B. Overtime

1. The normal workweek shall be five (5) consecutive days, Monday through Friday.
2. Time and one half shall be paid for all hours worked over eight (8) in one (1) day.
3. Time and one half shall be paid for all hours worked over forty (40) in one (1) week.
4. Double time shall be paid for all hours after twelve (12) consecutive hours.
5. All planned overtime shall be on a rotating basis by classification seniority.
6. Planned overtime shall be paid at a rate equal to paragraph 2, 3 and 4. There shall be a minimum eight-hour notice that will be given. (Planned overtime shall not be used to substitute for standby personnel.)
7. No temporary, part-time, or seasonal employees shall be assigned overtime until all permanent employees have been offered such assignment and refused.
8. All able bodied employees shall make themselves available during an emergency.
9. Time and one half shall be paid for regular hours worked when the administrative and/or satellite offices of the NHA close because of inclement weather.

C. Call Back

Any person who has left his/her place of employment and is recalled to work prior to his/her normal shift will be paid for a minimum of three (3) hours at the rate of time and one half; provided further that an employee who is called back for overtime or emergency work and who returns to his/her residence within the three (3) hour minimum guarantee, may be called back for additional emergency within that three (3) hours without an additional three (3) hour guarantee. It is the purpose and intent of this Section to assure an employee of at least three (3) hours of pay at overtime rate for the inconvenience of being called back to work between the normal shift, but not to be separately paid for several call backs within the three (3) hour minimum guarantee period. Any employee who is called in one (1) hour or less prior to the start of his/her normal work shift shall receive such time at the overtime rate, but is excluded from the three (3) hour minimum guarantee outlined above.

D. Standby

The NHA reserves the right to determine if the standby provision will be used and/or enacted.

1. Standby is voluntary. Standby shall be available in eight (8)-hour blocks known as “shifts”. Standby may be used during normal off hours as follows:
 - Monday through Friday – Midnight to 8 a.m.
 - Saturdays and Sundays – 4 p.m. to midnight and midnight to 8 a.m.
 - Holidays – 8 a.m. to 4 p.m., 4 p.m. to midnight, and midnight to 8 a.m.

Further, Standby may be used to fill in for staff utilizing “earned time” during the following regularly scheduled work hours:

 - Monday through Friday – 4 p.m. to midnight
 - Saturdays and Sundays – 8 a.m. to 4 p.m.
2. No more than one (1) employee may be on Standby at any given time.
3. Employee shall be in immediate communication with his/her department during the shift and shall report to work immediately. The NHA agrees to provide the employee on standby with a communications device such as a Nextel phone. It shall be the responsibility of the employee on standby to make sure the phone is in working order before his/her standby shift.
4. Employees on standby shall be paid forty dollars (\$40) per shift. There shall be no reduction of the standby rate as defined in the preceding Section C in the event an employee on standby is called back and reports to work.
5. In order to be on standby, there will be a posting where employees who wish to sign up for standby may do so. This posting shall be done twice a year - November and April. Standby will be required in the event that the NHA has been left with no coverage. In this event, the Assistant Executive Director will assign standby in reverse rotating seniority. An employee is only eligible for standby after s/he has completed his/her probationary period.
6. The parties agree any position vacated shall not be filled permanently with standby employees.

Article VIII Longevity Plan

Regular full-time employees who have been employed by the Nashua Housing Authority for five or more years on an uninterrupted basis (except by reason of layoff or approved leave of absence) are eligible for a longevity payment on the anniversary of their date of hire.

Longevity payment amounts are as follows:

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| 5 th through 9 th anniversaries: | \$125 |
| 10 th through 14 th anniversaries: | \$225 |
| 15 th through 19 th anniversaries: | \$325 |
| 20 th through 24 th anniversaries: | \$425 |
| 25 th through 29 th anniversaries: | \$525 |
| 30 th anniversary and longer: | \$625 |

If an employee leaves employment with the NHA before his/her anniversary date (except because of retirement), s/he will not be eligible to receive all or any portion of the longevity payment for which s/he might otherwise be eligible.

If an employee retires, his/her longevity payment will be prorated for the length of time s/he worked in that anniversary year.

Article IX Earned Time Plan

A. Accruing Earned Time

An employee shall accrue earned time at the appropriately scheduled level on a weekly basis. For example, a post October 1, 1983 employee with five (5) years of service and less than fifteen (15) years of service earns thirty (30) earned time days per year which is two hundred and forty (240) hours. The employee would accrue 4.62 hours of earned time for each week worked.

An employee who is absent from work because of illness, injury, personal reasons or vacation, will be paid for the time the employee is absent provided the employee has earned time to his/her credit and s/he has complied with the procedures outlined below. After an employee has exhausted his/her earned time credit, any future absence will be without pay. Failure to comply with the absence procedures will be cause for disciplinary action. An employee will not accrue unpaid time if s/he has exhausted all of his/her earned time and is absent from work on an unpaid personal leave of absence. When an employee exhausts all of his/her earned time and is absent from work, the employee is responsible for paying one hundred (100) percent of all benefit premiums until the employee returns to work and is on active payroll status. (Example: health insurance premiums).

B. Absence Procedure for Medical Reasons

Whenever an employee cannot come to work because of an illness or injury, employee must notify his/her supervisor at the beginning of the workday. Notification must be made daily before 9 a.m. until the employee is able to return to work. If an employee must leave work because of illness or injury, employee must notify his/her supervisor before leaving.

A doctor's slip will be needed to return to work after a five-day (5-day) absence, and if the illness or injury is expected to exceed the five (5) days, a physician's statement informing the NHA when the employee may be expected to return to work must be submitted. If a physician's statement indicates an absence in excess of thirty (30) days is necessary, then a medical leave of absence must be requested immediately.

A medical leave of absence is limited to a one-year (1-year) duration and begins on the first day that the employee is absent from work. When the employee is ready to return to work, employee must submit a physician's statement that s/he is able to resume his/her work responsibilities. After an employee uses his/her total earned time credit, his/her medical leave will be without pay.

If the employee is still physically unable to return to work at the completion of one (1) year of medical leave of absence, s/he will be officially terminated. Consideration will be given to rehiring the employee when the employee presents his/her physician's statement that s/he is able to return to work provided that a position suitable to the employee's skill is then available.

C. Absence Procedure for Personal Reasons

The unpredictable use of earned time for personal reasons makes it difficult for the NHA to schedule work assignments to ensure effective coverage of the properties that the NHA must maintain. Accordingly, in all but emergency situations, an employee must notify his/her supervisor twenty-four (24) hours in advance of his/her desire to take earned time for personal reasons. When an employee gives the required notice, authorization for use of earned time for personal reasons will be granted without question, provided that the employee has sufficient earned time to his/her credit.

If an employee gives less than twenty-four (24) hours notice, the employee must state the reason(s) for the personal time and the reason(s) why the employee is unable to give twenty-four (24) hours notice. If those reasons indicate that the employee could not reasonably have been expected to anticipate the need to use earned time for personal reasons, the employee will be authorized to take his/her earned time for personal reasons with pay if the employee has sufficient earned time to his/her credit and if effective coverage of the properties is insured with the remaining workforce.

If the need for the earned time for personal reasons could have been anticipated and no twenty-four-hour (24-hour) notice was given, the employee will not be authorized to take off the earned time for personal reasons.

D. Vacation Absence Procedure

During each contract year, an employee must take the number of vacation days indicated in letter "G" of this section provided that the employee has sufficient earned time to his/her credit. If the employee does not have sufficient earned time to his/her credit, the employee must take the amount of vacation time equal to the balance of the earned time to his/her credit. No more than fifteen (15) days may be taken at one time for vacation.

Each employee must request his/her vacation preference by April 1 each year. Vacation preference shall be given based on seniority. No more than two (2), employees may be off at one time for planned time off. Second-shift personnel shall not count in determining the number of employee(s) off. After April 1 of each fiscal year, vacation will be granted on a first-request basis in accordance with the above limit.

E. Carryover and Accrual of Earned Time

All required vacation time must be used during the contract year and cannot be carried over to the next year. If an employee has used all of his/her required vacation time and has a balance of earned time to his/her credit at the end of a contract year, that balance shall be carried over to the next contract year (October 1).

An employee may so accumulate earned time to his/her credit to a maximum of 120 days. Thereafter, an employee will be credited with additional earned time only when his/her total credit falls below 120 days.

When an employee leaves the employ of the Authority, all earned time credited to employee will be paid to the employee.

F. Earned Time Utilization with Disability or Workers' Compensation Insurance and/or Buying Earned Time

Employees may elect to use earned time in conjunction with disability and/or workers' compensation insurance. The employee shall notify the Authority of the weekly amount of earned time to be used.

Employees electing to use earned time in conjunction with group disability insurance (short-term/long-term) coverage with the NHA named as the "policyholder" (currently UNUM) and/or workers' compensation insurance shall not receive more than one hundred percent (100 percent) of his/her weekly gross salary as discussed above, the employee shall coordinate repayment (buying back of earned time) with the NHA. Earned time shall be bought at the same rate it was used.

Employees may elect to buy back some or all of the earned time used while out on disability and/or workers' compensation.

G. Earned Time Schedule

The NHA agrees to the following earned time as follows:

Based on a 40-hour workweek, the NHA agrees to the following earned time schedule:

6 months but less than 1 year: (accrual rate is 3.85 hours/week after employee successfully completes his/her introductory period). Employee must take 5 vacation days. NHA will deduct all unused vacation time and will carry over all other accrued earned time on the employee's anniversary date.

1 year but less than 5 years: (accrual rate is 3.85 hours/week) 25 earned time days. Employee must take 10 vacation days per year. NHA will deduct all unused vacation time and will carry over all other accrued earned time on the employee's anniversary date.

5 years but less than 15 years: (accrual rate is 4.62 hours/week) 30 earned time days. Employee must take 10 vacation days per year. NHA will deduct all unused vacation time and will carry over all other accrued earned time on the employee's anniversary date.

15 years but less than 25 years: (accrual rate is 5.39 hours/week) 35 earned time days. Employee must take 10 vacation days per year. NHA will deduct all unused vacation time and will carry over all other accrued earned time on the employee's anniversary date.

25 years and over: (accrual rate is 7.08 hours/week) 42 earned time days. Employee must take 10 vacation days per year. NHA will deduct all unused vacation time and will carry over all other accrued earned time on the employee's anniversary date.

Clarification note: A year starts and ends on an employee's anniversary date, which is the date of hire.

Article X Bereavement Leave

- A.** A regular full-time or regular part-time employee who works one-half or more of the regular work schedule for his/her assigned position shall be excused from work for not more than three (3) days with pay because of death in immediate family. Immediate family is hereby defined to mean spouse, parent, child, brother, sister, mother-in-law, or father-in-law or a blood relative or ward living in the same house.
- B.** Up to three (3) days total leave in any fiscal year may be granted for the death of a close relative of an employee for which there shall be no deduction in pay. "Close relative" shall include: aunt; uncle; niece; nephew; in-law not included under A above.
- C.** In the event the death for which leave is taken occurs during a vacation period allowed under Article IX and the employee desires to take bereavement leave during that vacation period, the bereavement leave taken during the vacation period shall not be charged against the time allowed the employee for the vacation allowed under Article IX.

Article XI Witness and Jury Duty

Summons: A summons or subpoena must be legally served and may be for serving as a witness or for jury duty. All employees, when actually summoned, shall immediately inform either the Executive Director or department head.

Reimbursement: The pay of an employee, who has received a subpoena for jury duty or as a witness, will continue at the regular rate. The NHA will pay the employee the difference of his/her regular pay minus reimbursement by the court. The employee is responsible to provide the NHA with documentation. The employee may retain payment by the court to the employee for travel or other expenses.

Article XII Non Discrimination

- A. The NHA and the Union agree not to discriminate in any way against employees covered by this Agreement on the basis of race, religion, creed, color, sexual orientation, national origin, sex, age, or handicap, except where physical or mental condition is a bona fide occupational qualification.
- B. The NHA agrees that it will not discriminate against any employee on account of Union membership or exercise of his/her rights conferred by RSA 273-A.
- C. The Union recognizes the importance of not discriminating against or neglecting residents. The Union further recognizes the importance of positive resident relationships for the Authority and its staff. All complaints by residents involving a Union member shall be made in writing to the Facilities Manager who shall provide a copy of said complaint to the Union Steward who shall acknowledge receipt of the complaint. Said complaint may be subject to discipline under Article XX, Section B, of this Agreement.

The Authority agrees that any resident who complains in writing shall be made available during any grievance hearing(s) resulting from disciplinary action taken because of said complaint.

Article XIII Probation

- A. The first ninety (90) days of regular employment on an uninterrupted basis except by reason of layoff or approved leave of absence is established as the initial probationary period. An employee on probation will be paid at a rate equal to five (5) percent lower than a non-probationary employee.
- B. Until an employee has served ninety (90) days initial probation period, s/he may be discharged or laid off, with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.
- C. An employee who is promoted or transferred to a position shall be placed in a promotional probationary status for, but not to exceed, sixty (60) days.

Article XIV Safety

- A. The NHA shall comply with all City, State and Federal laws relative to safety and licensing.
- B. A Safety Committee shall be established.
- C. The NHA shall be responsible for cost of all special licenses required for employees to perform their jobs.
- D. The NHA will provide necessary tools.

Safe tool storage space shall be provided to all employees. Tools broken or damaged on the job and stolen tools shall be replaced. Lost tools shall be replaced if lost on the job.

Article XV Seniority

- A. There shall be two (2) types of seniority:
 - Department Seniority
 - Classification Seniority

Department Seniority is the length of service an employee has with the NHA.
Classification Seniority is the length of service an employee has with a particular job classification.
- B. The term "service" as used in this Agreement shall mean time when an employee is physically present on the job, together with any authorized paid leave granted pursuant to this Agreement.
- C. The term "length of service" as used in this Agreement shall mean accrued time in service as defined in B. above. In the event of authorized unpaid leave, suspension, or layoff, the employee shall retain such length of service as was accrued on the date of the authorized unpaid leave, suspension, or layoff, and shall commence further accrual only upon such return to active performance of his/her job and shall not accrue length of service during such leave, suspension, or layoff period. In the event of retirement, resignation, death, or other termination of employment, the employee shall lose all accrued length of service.
- D. The NHA shall establish a seniority list of all types of seniority specified in A. above, and it shall be brought up to date as of January 1 of each fiscal year. A copy of the list shall be mailed to the Union. Any objections to the list as established shall be reported to either the Facilities Manager or, in his/her absence, the Assistant Executive Director, within ten (10) days or it will stand as approved.
- E. Until an employee has served the ninety (90) days probationary period, it shall be deemed that the employee has no seniority status, and the employee may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.
- F. The employee's present classification seniority as of the effective date of this Contract shall be the only type of seniority considered for the purpose of establishing the classification seniority system called for in this Article. This classification seniority must have been continuous in nature to merit consideration under this Section. The preparation and maintenance of the classification seniority roster shall be the responsibility of the NHA, approved by the Union, and is to be part of this Agreement.

- G.** In cases of promotions and transfers, all things being equal, the senior person gets the promotion or transfer. Then NHA has the right to determine the job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job, such as, but not limited to any disciplinary action within two (2) years prior to application for promotion. Wherever possible, promotions shall be made from the ranks of regular employees who are employed in the department in which the vacancy occurs. The NHA shall promptly post the names of employees selected for posted jobs. An employee selected by the NHA for a posted job shall have a trial period of ninety (90) days. At the end of said trial period, the NHA may do one (1) of the following:
1. Consider the employee qualified, and assign the new job classification.
 2. Consider the employee unqualified, and return the employee to the employee's former classification without loss of seniority.
 3. Consider the employee questionably qualified, and extend the trial period an additional thirty (30) days, after which the NHA must act under #1 or #2 above.
- H.** Job opening shall be posted for five (5) working days on department bulletin boards. Anyone interested shall apply for the job.
- I.** Job posting shall include job specifications, rate of pay, shifts, and if job is permanent with permanent rating.
- J.** The names of employees laid off from the bargaining unit will be maintained on a recall list for one (1) year from the date of such layoff and such employees will be offered their job classifications in the event of a recall. If a laid off employee is notified by letter, sent certified mail to the employee's last known address on the records of the NHA, to report to work, the employee must notify the NHA within ten (10) days of the date the letter was mailed, of the employee's intention to comply or accept and must report to work within two (2) weeks of such notification or the employee shall cease to have any rights based on seniority and shall be terminated. A recalled employee who returns to work will be credited with prior length of service provided such employee has not withdrawn his/her contributions from the Employee Retirement Plan to which s/he belonged.

Article XVI Strikes Prohibited

Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, withholding of services or any curtailment of work or restriction or interference with the operations of the NHA during the term of this Agreement.

Article XVII Temporary Job Assignment

- A.** The NHA may make a temporary job assignment which will be filled as required on the basis of ability, experience required, and seniority. The employee who accepts a temporary assignment to a higher paid classification shall only be paid the higher rate if s/he has worked eighty (80) hours in that classification during the Contract year.
- B.** Employees may be temporarily assigned to work in any position of the same or lower classification without change in rate of pay.

Article XVIII Training and Educational Reimbursement

- A. New employees will be given sufficient training to gain efficiency in their classification.
- B. Employee training will be the function of every supervisor.
- C. Employees will be trained on any new equipment purchased for Maintenance.
- D. Employees are encouraged to improve their skills or acquire new skills and knowledge. The NHA will reimburse employees for part or all of the cost of tuition paid by them for courses of instruction, subject to budget limitations.

Employees desiring to qualify under the reimbursement policy must submit their request in writing to the Executive Director for approval prior to June 30 for the forthcoming academic year. The course to be taken must be approved by the Executive Director to be eligible for reimbursement.

- E. One thousand dollars (\$1,000) is the maximum allowed to be reimbursed to any employee during one (1) school year.

In order to qualify, the employee must notify the Executive Director prior to June 30 of any budget year, and the employee must submit his/her request for reimbursement within thirty (30) days of receiving his/her grade.

The employee must submit proper documentation with his/her request for reimbursement, clearly indicating the cost of tuition, registration fees, books, etc. Courses eligible for tuition reimbursement and proper documentation are as follows:

1. Job related courses that maintain or improve skills required by the individual's employment
2. NHA related courses designed to improve skills or knowledge necessary for upgrading to a higher-level position
3. Reimbursement schedules

The job or NHA related course will receive 100 percent reimbursement for a passing grade or for a course not graded, providing the successful completion of the course.

Any employee successfully completing a program which is reimbursed in whole or in part by the NHA is expected to remain in the employ of the NHA for at least twelve (12) months following said completion, excluding disciplinary removal.

Article XIX Travel

- A. Employees of the NHA may perform official travel upon authorization by the Board of Commissioners. Each trip to a destination outside of the jurisdiction of the NHA (except to the Regional Office and to nearby communities to carry out normal operating functions) shall have the authorization by the Commissioners. This requirement shall be considered met through the Commissioners' approval of the annual budget. Unanticipated and unscheduled travel expenses must be authorized by resolution of the Commissioners. In those instances when the need for essential overnight travel outside the jurisdiction of the NHA arises prior to the next regular board meeting, the Executive Director shall receive oral approval from the Chairperson or Vice Chairperson of the Board. Such action shall be documented and approved at the next regular Board of Commissioners meeting.

- B. Employees shall be reimbursed on an actual expense basis. If an employee in the performance of his/her duties must travel, s/he shall receive expenses for public transportation, use of personal automobile, meals, lodging, and incidental expenses. Any such travel must first be authorized by the Executive Director. Only emergency travel expenditures can be granted with approval of the Executive Director, Assistant Executive Director, or Facilities Manager. Actual subsistence expense reimbursement must be supported by receipts and other documentation of actual expenses. Receipts shall be secured for all expense items of more than ten dollars (\$10). Other documentation includes a listing of each item, the date, place and amount related thereto. When moneys are advanced for such travel, settlement must be made within two (2) working days. Employees traveling to the Regional Office and to nearby communities to carry out normal operating functions shall be entitled to reimbursement for actual expenses incurred.
- C. Reimbursement for use of a privately owned automobile for authorized travel shall be limited to the cost of common carrier service permitted herein. Where it has been determined that travel by private car is more advantageous to the local agency than travel by common carrier, reimbursement shall be on a mileage basis as determined by IRS regulations that are adjusted regularly.
- D. Vehicles owned by the NHA are to be used only for travel related to the execution of duties and functions of NHA employees such as inspections, fieldwork and transportation to meetings and conferences.

Article XX Union Business

A. Union Dues and Agency Fee

1. Upon the presentation of a signed authorization card by the employee covered by this agreement to the NHA, the NHA agrees to deduct the official dues or agency fee of the Union from the weekly wages of such employees covered by this agreement and pay the total amount of dues collected to the Treasurer of Local 1801 once a month along with a statement indicating who has paid dues or agency fee. The Treasurer of Local 1801 will keep NHA informed of any change in the amount to be deducted.
2. Any employee covered by this agreement who chooses not to join the Union must, as a condition of employment with the NHA, pay an agency fee to be determined by the Union in accordance with state and federal law. Such fee is to be paid in the same manner as Union dues as provided in Section 1 above. Such a representation fee shall commence thirty (30) days from the date of eligibility to join the union or the effective date of this agreement, whichever is later.
3. If the employees have no check coming to them, or if their checks are not large enough to satisfy the dues or agency fee, then no deductions will be made for them. In no case will the NHA attempt to collect fines or assessments for the Union beyond the regular dues or agency fee.
4. 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 NHA harmless in any such dispute.

B. Union Leave

1. The NHA agrees to allow the Union Steward and aggrieved employee(s) reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances. The Union Steward shall obtain prior permission to absent himself/herself from work before leaving a worksite and shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee located at a different worksite.

2. Time lost by representatives of the Union on negotiations shall be paid for by the NHA as provided in RSA 273-A:11.
3. Employee(s) elected as delegate(s) to either the AFSCME International Convention, AFSCME Council 93 Convention or the New Hampshire State Labor Council Convention shall be allowed leave of absence with pay, not to exceed one (1) working day per year.
4. The NHA agrees to schedule regular meetings with the Union membership to discuss mutual problems, said meetings shall not exceed one half (1/2) hour in length.

Article XXI Wages

- A. Effective October 1, 2015 through September 30, 2021, the wage rate for the Classifications listed below shall be:

10-1-15 through 9-30-16

| | | |
|----------------------|------------------|--------|
| Maintenance Man | \$25.37 per hour | |
| Head Groundskeeper | \$26.20 per hour | (2% ▲) |
| Maintenance Mechanic | \$27.00 per hour | |

10-1-16 through 9-30-17

| | | |
|----------------------|------------------|--------|
| Maintenance Man | \$25.87 per hour | |
| Head Groundskeeper | \$26.73 per hour | (2% ▲) |
| Maintenance Mechanic | \$27.54 per hour | |

10-1-17 through 9-30-18

| | | |
|----------------------|------------------|--------|
| Maintenance Man | \$26.39 per hour | |
| Head Groundskeeper | \$27.26 per hour | (2% ▲) |
| Maintenance Mechanic | \$28.09 per hour | |

10-1-18 through 9-30-19

| | | |
|----------------------|------------------|--------|
| Maintenance Man | \$26.92 per hour | |
| Head Groundskeeper | \$27.81 per hour | (2% ▲) |
| Maintenance Mechanic | \$28.65 per hour | |

10-1-19 through 9-30-20

| | | |
|----------------------|------------------|----------|
| Maintenance Man | \$27.59 per hour | |
| Head Groundskeeper | \$28.50 per hour | (2.5% ▲) |
| Maintenance Mechanic | \$29.37 per hour | |

10-1-20 through 9-30-21

| | | |
|----------------------|------------------|----------|
| Maintenance Man | \$28.28 per hour | |
| Head Groundskeeper | \$29.22 per hour | (2.5% ▲) |
| Maintenance Mechanic | \$30.10 per hour | |

- B. These rates are subject to funding and HUD approval.
- C. The NHA shall pay one dollar and twenty five cents (\$1.25) per hour for second (2nd) shift and one dollar and twenty five cents (\$1.25) per hour for the weekend shift.
- D. Shift premium shall be paid to employees in overtime situations if the hours worked fall into either second (2nd) shift and/or weekend shift categories.

Article XXII Work Policy and Regulations

- A. The NHA may adopt rules for the operation of the Division provided such rules do not conflict with any of the provisions of this Agreement.
- B. It is agreed that the NHA has the right to discipline or discharge employees for just cause. Examples of just cause which apply include, but are not limited to: Reporting for work under the influence of an alcoholic beverage or illegal drugs; bringing an alcoholic beverage or illegal drugs on the job; drinking an alcoholic beverage or using illegal drugs during working hours; theft; knowingly submitting false reports; damaging equipment through negligence or carelessness; failure to observe safety rules; failure to use safety equipment; excessive tardiness or absence; insubordination; or similar serious offenses.

It is further agreed that if an employee who is employed by the NHA is convicted of a felony as defined in the New Hampshire Criminal Code or brings alcohol or non-prescription drugs on NHA premises during any hours worked, including but not limited to beeper call back and emergency, that employee will be immediately discharged without recourse.

C. Disciplinary Procedures

All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.

1. All suspensions and discharges shall be stated in writing, and the reasons stated and a copy given to the employee(s) and the Union within five (5) workdays from the date of suspension or discharge.
2. If the NHA does not follow Section (1) above in the case of suspension, then it shall be deemed that the suspension is without merit. When Section (1) above is not followed in the case of discharge, said discharge shall be changed to a two-week (2-week) suspension that can be grieved. Disciplinary actions will normally be taken in the following order:
 - (a) Oral reprimand;
 - (b) Written reprimand;
 - (c) Suspension without pay;
 - (d) Discharge.

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

- D. The personnel record of an employee will be cleared of all oral and written reprimands after a period of one year and all suspension notices after a period of two years provided there are no additional infractions committed during the intervening period. The clearance will be made by the NHA only at the written request of the affected employee. Copies of all documents in an employee's personnel file will be provided to him/her prior to insertion into his/her file.
- E. In justice and fairness to the NHA, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties. It is also agreed that no Union business will be transacted on NHA time except as specified in Article XVIII. The Union recognizes that the efficient delivery of services is a primary objective of the parties under this Contract.
- F. It is agreed that any employee leaving his/her work without authorization of his/her supervisor will forfeit the pay for the time while absent from his/her assigned job for the first such absence and will be subject to the disciplinary procedures authorized under Section C for each subsequent absence.

- G. Work which is done on a regular basis (for example; daily, weekly, monthly) will be assigned on one (1) work order by the Facilities Manager or, his/her designee. Examples of this type of work would be disposal of trash, grounds maintenance or boiler maintenance. Other work will be assigned on written work orders. The staff will sign and return the work order when the work is completed. The Facilities Manager will sign the work order once it is returned. In the event of an emergency, the Facilities Manager will verbally assign work. The Facilities Manager will initialize work orders before being issued, unless the work to be done is of an emergency nature or the Facilities Manager is not available.
- H. Work which is performed while on standby will require a work order. The employee on standby will be required to carry work orders. The work orders will be completed as required and submitted on a daily basis.
- I. The Union agrees to abide by the Nashua Housing Authority's Drug-free Workplace Program/Statement and the Anti-drug Policy and Procedures which are included as part of this Agreement.

Article XXIII Program for a Drug-free Workplace

The Nashua Housing Authority, hereinafter the "NHA", seeks to have a drug-free workplace. In accordance with the Drug-free Workplace Act of 1988 and to promote drug-free awareness among employees, the NHA, through posting of notices and discussions with employees, will inform employees that:

1. Drug abuse in the workplace creates a dangerous environment for the employee engaged in the drug abuse and endangers the health, safety and welfare of all employees and other persons in the workplace.
2. It is the policy of the NHA to maintain a drug-free workplace. The illegal manufacture, distribution, possession, use of drugs or acting under the influence of drugs in this workplace is strictly prohibited.
3. Information will be available on a confidential basis from the Executive Director or his/her designee on public and private drug counseling, rehabilitation, and employee assistance programs upon the request of the employee.
4. Penalties may be imposed upon employees for drug abuse violations up to and including termination of employment.

Article XXIV Statement on a Drug-free Workplace

This Statement is provided pursuant to the Drug-free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on any premises of the Nashua Housing Authority, hereinafter the "NHA", or while performing any NHA business. Appropriate disciplinary action, which may include termination, will be taken against NHA employees for violations of this prohibition.

"Controlled substance" for purpose of this Statement means controlled substances listed in schedules I and V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812), and as further defined by federal regulations (21 C.F.R. Sections 1300.11 through .15). This list includes, but is not limited to, marijuana, heroin, PCP, cocaine, and amphetamines.

A condition of employment for work under a grant received by the NHA from any federal agency is that each employee directly engaged in the performance of work funded by such a grant will:

1. Abide by the terms of this Statement.
2. Notify the NHA of his/her criminal drug statute conviction for any violation occurring in the workplace of the NHA no later than five days after such conviction.
 - (a) "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violation of the federal or state (including the District of Columbia) criminal drug statutes.
 - (b) "Criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use or possession of any controlled substance.

A sanction will be imposed on any employee so convicted. Within 30 days after receiving notice of the conviction:

- (a) The NHA will take appropriate disciplinary action against such employee, up to and including termination; and/or
- (b) The NHA will require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, or local health, law enforcement or other appropriate agency.

This notice supplements, and does not replace, personnel rules applicable to all employees of the NHA.

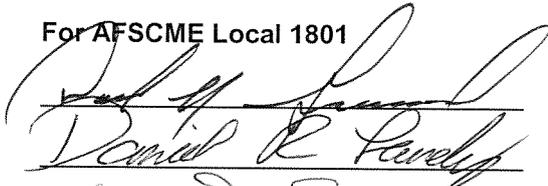
A copy of this Statement was received by _____
Name of Employee
this _____ day of _____, _____.

(seal) _____
Signature of Employee

Article XXV Term of Agreement

- A. This Agreement shall be in full force and effect from October 1, 2015 to and including September 30, 2021, except as specified in individual Articles, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred fifty (150) calendar days prior to the date of expiration.
- B. Where no such cancellation of termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred fifty (150) days prior to October 1 of any subsequent year, advising that such party desires to revise or change terms or conditions of such Agreement.

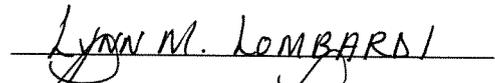
For AFSCME Local 1801



Harriett Spencer
AFSCME Coordinator
AFSCME Council 93

Date Signed: 6-27-16

For Nashua Housing Authority



Lynn M. Lombardi
Executive Director
Nashua Housing Authority

Date Signed: 6/27/2016

Appendix A: Certification of Representative and Order to Negotiate

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