

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NASHUA, NH

AND

U.A.W. LOCAL 2322

PROFESSIONAL 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), Professional Unit, (hereinafter called the "Union").

Article 2
Recognition

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

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

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

Article 3
Discrimination

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

Article 4
Union Dues

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

Fees

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

Mediation

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

Article 12**Job Posting/Lay-Offs/Recall**

Each position shall be defined by a 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	Days Accrued per Month	Total
Annual Days		
less than 5 years	2.25	27.0
5 to less than 10 years	2.50	30.0
10 to less than 15 years	3.00	36.0
15 years to less than 20 years	3.25	39.0
20 or more years	3.50	42.0
30 or more years	3.75	45.0

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

Years of Service 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 ¼ day of Earned Time for the first day of the illness. Should the illness extend for longer than a three-day period, the employee may be required to present a doctor's certificate or other evidence satisfactory to the city. Said certificate shall state that the employee was unable to work due to illness.

Termination of Employment and/or Voluntary Quit:

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

Retirement:

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

Maximum Accruals:

Earned Time accumulation shall not exceed sixty (60) days. 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

James W. Donchess, Mayor

NASHUA BOARD OF PUBLIC WORKS

James W. Donchess, Chair

NASHUA BOARD OF FIRE COMMISSIONERS

_____, Chair

Approved as to form:

Dorothy Clarke, Corporation Counsel

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

Scott Painter, Unit Chair

Kevin Boutin, Local Representative

Ellen Wallace, International Representative

[signatures on file]

APPENDIX A

AMENDED CERTIFICATION OF UNIT

Unit Modification



State of New Hampshire
Public Employee Labor Relations Board

City of Nashua

and

International Union – UAW, Local 2322
(Professional Unit)

Case No. G-0043-7
Decision No. 2016-141

Modification of Certified Bargaining Unit

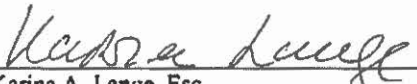
Pursuant to RSA 273-A and PELRB Decision No. 2016-140 granting the City's petition for modification, the existing certification, set forth in PELRB Decision No. 2015-078 (May 4, 2015), is amended; and it is hereby ordered that the composition of the modified bargaining unit, represented by the International Union – UAW, Local 2322 for purposes of collective negotiations and settlement of grievances, is as follows:

Bargaining Unit:	
Accountant I	Network Administrator
Accountant II	Network Analyst
Accountant III	Park & Recreation Business Coordinator
Agronomist	Planner I
Analytical Chemist	Planner III
Appraiser I	Plans Examiner
Appraiser II	Purchasing Agent II
Appraiser III	Recreation Coordinator
Assistant City Engineer	Recreation Supervisor
Business Coordinator Landfill	Recycling Coordinator
Code Official	Revenue Coordinator
Community Development Business Coordinator	Safety/Loss Prevention Analyst
Contracts Specialist	Senior Chemist
Construction Engineer Assistant	Street Dept. Business Coordinator
CSO Contract Administrator	Supervisor, Data Management/Customer Support
Deputy Manager, Urban Programs	Support Specialist
Deputy Planning Manager, Development	Systems Administrator/Database Administrator

Deputy Planning Manager, Zoning	System Resource Manager I
Deputy Voter Registration/Customer Service Supervisor	System Specialist II
Downtown Specialist	Systems Specialist/SQL Administrator
Enforcement Prosecutor	Systems Specialist/Web Analyst
Environmental Chemist	Technical Specialist
Executive Assistant/Business Coordinator	Transit Fleet and Facilities Supervisor
GIS Manager	Transit Marketing Coordinator
GIS Technician	WWT Business Coordinator
Grant Management Specialist	
Laboratory Supervisor	

The City of Nashua shall negotiate with the International Union – UAW, Local 2322 as exclusive representative on the terms and conditions of employment for the members of the bargaining unit and shall recognize the right of the International Union – UAW, Local 2322 to represent employees in the settlement of grievances.

Date: 6/17/16



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

Distribution: Larry Budreau, HR Director
Kevin Boutin, President

APPENDIX B

UNION MEMBERSHIP AND UNION DUES OR AGENCY FEES FORM

MEMBERSHIP APPLICATION

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

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 STEP1 _____ 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

UAW Professional Salary Grid for FY2018										Increase	0.10%	Appendix D													
Step		July 1, 2017																							
Grade	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
11	38,295	39,087	39,895	40,720	41,561	42,422	43,297	44,192	45,106	46,038	46,959	47,899	48,855	49,833	50,830	51,846	52,884	53,941	55,020	56,120	57,243	58,388	59,555	60,747	61,961
	2.07%	2.07%	2.07%	2.06%	2.07%	2.06%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
12	40,041	41,024	42,031	43,063	44,119	45,204	46,314	47,451	48,616	49,810	50,805	51,822	52,859	53,917	54,995	56,095	57,217	58,362	59,528	60,719	61,933	63,172	64,435	65,724	67,038
	2.46%	2.46%	2.45%	2.45%	2.46%	2.45%	2.46%	2.46%	2.45%	2.46%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
13	45,367	46,304	47,261	48,238	49,234	50,253	51,291	52,353	53,435	54,539	55,630	56,741	57,876	59,033	60,215	61,418	62,647	63,900	65,178	66,482	67,811	69,167	70,551	71,962	73,401
	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
14	49,729	50,757	51,805	52,876	53,970	55,087	56,224	57,387	58,572	59,784	60,978	62,199	63,433	64,712	66,006	67,327	68,674	70,047	71,448	72,877	74,334	75,821	77,338	78,884	80,462
	2.07%	2.06%	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	1.98%	2.02%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
15	54,681	55,811	56,966	58,143	59,347	60,574	61,827	63,105	64,410	65,742	67,056	68,398	69,766	71,161	72,584	74,036	75,517	77,027	78,568	80,140	81,742	83,377	85,045	86,746	88,481
	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
16	60,426	61,676	62,954	64,255	65,585	66,940	68,326	69,737	71,178	72,652	74,105	75,587	77,099	78,642	80,216	81,819	83,456	85,125	86,828	88,565	90,336	92,143	93,985	95,865	97,782
	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
17	67,047	68,433	69,847	71,291	72,763	74,258	75,803	77,371	78,970	80,602	82,214	83,858	85,535	87,246	88,991	90,771	92,587	94,438	96,327	98,254	100,219	102,223	104,268	106,353	108,480
	2.07%	2.07%	2.07%	2.07%	2.05%	2.08%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

UAW Professional Salary Grid for FY2019											Increase	0.15%	Appendix D												
Step		July 1, 2018																							
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
11	39,146	39,955	40,781	41,623	42,485	43,362	44,258	45,173	46,107	47,029	47,971	48,928	49,908	50,907	51,924	52,963	54,022	55,103	56,205	57,329	58,475	59,645	60,838	62,054	63,296
	2.07%	2.07%	2.06%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
12	41,086	42,095	43,127	44,185	45,272	46,383	47,522	48,689	49,885	50,882	51,900	52,938	53,998	55,078	56,179	57,303	58,449	59,617	60,810	62,026	63,267	64,532	65,823	67,139	68,482
	2.46%	2.45%	2.45%	2.46%	2.45%	2.46%	2.45%	2.46%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
13	46,374	47,332	48,310	49,308	50,328	51,368	52,431	53,515	54,621	55,713	56,826	57,962	59,121	60,305	61,510	62,741	63,996	65,276	66,581	67,913	69,271	70,657	72,070	73,511	74,981
	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
14	50,834	51,883	52,956	54,051	55,169	56,308	57,473	58,660	59,874	61,069	62,292	63,528	64,809	66,105	67,428	68,777	70,152	71,555	72,986	74,446	75,935	77,454	79,003	80,583	82,194
	2.06%	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	1.98%	2.02%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
15	55,895	57,052	58,230	59,436	60,665	61,920	63,200	64,507	65,841	67,157	68,500	69,871	71,268	72,693	74,147	75,630	77,143	78,686	80,260	81,865	83,502	85,172	86,876	88,613	90,386
	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
16	61,769	63,049	64,351	65,683	67,040	68,428	69,842	71,285	72,761	74,216	75,700	77,214	78,760	80,336	81,942	83,581	85,253	86,958	88,697	90,471	92,281	94,126	96,009	97,929	99,888
	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
17	68,536	69,952	71,398	72,873	74,369	75,917	77,488	79,088	80,723	82,337	83,984	85,664	87,377	89,124	90,907	92,726	94,580	96,472	98,401	100,369	102,377	104,424	106,513	108,643	110,816
	2.07%	2.07%	2.07%	2.07%	2.05%	2.08%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

UAW Professional Salary Grid for FY2020											Increase	0.15%	Appendix D													
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	
11	40,015	40,842	41,686	42,549	43,427	44,325	45,241	46,176	47,100	48,043	49,002	49,983	50,983	52,002	53,042	54,103	55,185	56,289	57,415	58,563	59,734	60,929	62,148	63,390	64,658	
	2.07%	2.06%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
12	42,158	43,192	44,252	45,340	46,453	47,594	48,762	49,960	50,958	51,978	53,017	54,079	55,160	56,263	57,389	58,537	59,707	60,901	62,119	63,361	64,629	65,921	67,240	68,584	69,956	
	2.45%	2.45%	2.46%	2.45%	2.46%	2.45%	2.46%	2.45%	2.46%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
13	47,403	48,383	49,382	50,404	51,445	52,510	53,596	54,703	55,797	56,912	58,049	59,210	60,396	61,602	62,835	64,092	65,374	66,681	68,015	69,375	70,763	72,178	73,621	75,094	76,596	
	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
14	51,961	53,035	54,132	55,252	56,393	57,559	58,748	59,964	61,161	62,385	63,623	64,906	66,205	67,529	68,880	70,258	71,662	73,096	74,558	76,049	77,570	79,121	80,704	82,318	83,964	
	2.07%	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.00%	2.00%	1.98%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
15	57,137	58,318	59,525	60,756	62,013	63,294	64,603	65,939	67,258	68,603	69,976	71,374	72,802	74,258	75,744	77,258	78,804	80,380	81,988	83,628	85,300	87,006	88,746	90,521	92,332	
	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
16	63,143	64,448	65,782	67,141	68,531	69,947	71,392	72,870	74,327	75,814	77,330	78,878	80,456	82,065	83,707	85,381	87,089	88,830	90,607	92,419	94,268	96,153	98,076	100,038	102,038	
	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
17	70,057	71,505	72,982	74,481	76,031	77,604	79,207	80,844	82,461	84,110	85,792	87,508	89,258	91,044	92,865	94,722	96,616	98,549	100,520	102,530	104,581	106,672	108,806	110,982	113,202	
	2.07%	2.07%	2.07%	2.08%	2.08%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	

UAW Professional Salary Grid for FY2018

Increase 0.10%

Appendix D-1

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
11		38,197	38,961	39,740	40,535	41,345	42,172	43,016	43,876	44,754	45,649	46,562	47,493	48,443	49,412	50,400	51,408	52,436	53,485	54,554	55,646	56,758	57,894	59,052	60,233	61,437
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
12		39,332	40,119	40,921	41,740	42,575	43,426	44,295	45,180	46,084	47,006	47,946	48,905	49,883	50,880	51,898	52,936	53,995	55,075	56,176	57,300	58,446	59,615	60,807	62,023	63,264
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
13		45,247	46,152	47,075	48,017	48,977	49,957	50,956	51,975	53,014	54,075	55,156	56,259	57,384	58,532	59,703	60,897	62,115	63,357	64,624	65,917	67,235	68,580	69,951	71,350	72,777
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
14		49,600	50,592	51,604	52,636	53,689	54,762	55,858	56,975	58,114	59,276	60,462	61,671	62,905	64,163	65,446	66,755	68,090	69,452	70,841	72,258	73,703	75,177	76,680	78,214	79,778
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
15		54,537	55,628	56,740	57,875	59,033	60,213	61,418	62,646	63,899	65,177	66,480	67,810	69,166	70,550	71,961	73,400	74,868	76,365	77,892	79,450	81,039	82,660	84,313	86,000	87,720
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
16		60,268	61,474	62,703	63,957	65,237	66,541	67,872	69,230	70,614	72,026	73,467	74,936	76,435	77,964	79,523	81,113	82,736	84,390	86,078	87,800	89,556	91,347	93,174	95,037	96,938
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
17		66,871	68,208	69,572	70,964	72,383	73,831	75,307	76,813	78,350	79,917	81,515	83,145	84,808	86,504	88,234	89,999	91,799	93,635	95,508	97,418	99,366	101,354	103,381	105,448	107,557
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

UAW Professional Salary Grid for FY2019

Increase 0.15%

Appendix D-1

July 1, 2018

Grade	Step	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
11		39,019	39,800	40,596	41,407	42,236	43,080	43,942	44,821	45,717	46,632	47,564	48,515	49,486	50,475	51,485	52,515	53,565	54,636	55,729	56,844	57,980	59,140	60,323	61,529	62,760
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
12		40,179	40,983	41,802	42,638	43,491	44,361	45,248	46,153	47,076	48,018	48,978	49,958	50,957	51,976	53,015	54,076	55,157	56,260	57,386	58,533	59,704	60,898	62,116	63,358	64,626
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
13		46,221	47,146	48,089	49,051	50,032	51,032	52,053	53,094	54,156	55,239	56,344	57,471	58,620	59,792	60,988	62,208	63,452	64,721	66,016	67,336	68,683	70,056	71,457	72,887	74,344
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
14		50,668	51,681	52,715	53,769	54,844	55,941	57,060	58,201	59,365	60,553	61,764	62,999	64,259	65,544	66,855	68,192	69,556	70,947	72,366	73,813	75,290	76,795	78,331	79,898	81,496
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
15		55,711	56,826	57,962	59,121	60,304	61,510	62,740	63,995	65,275	66,580	67,912	69,270	70,655	72,069	73,510	74,980	76,480	78,009	79,569	81,161	82,784	84,440	86,129	87,851	89,608
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
16		61,566	62,797	64,053	65,334	66,641	67,974	69,333	70,720	72,134	73,577	75,049	76,550	78,081	79,642	81,235	82,860	84,517	86,207	87,932	89,690	91,484	93,314	95,180	97,083	99,025
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
17		68,310	69,677	71,070	72,491	73,941	75,420	76,929	78,467	80,036	81,637	83,270	84,935	86,634	88,367	90,134	91,937	93,775	95,651	97,564	99,515	101,506	103,536	105,606	107,719	109,873
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

UAW Professional Salary Grid for FY2020

Increase 0.15%

Appendix D-1

July 1, 2019

Grade	Step	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
11		39,859	40,656	41,470	42,299	43,145	44,008	44,888	45,786	46,701	47,636	48,588	49,560	50,551	51,562	52,593	53,645	54,718	55,813	56,929	58,067	59,229	60,413	61,622	62,854	64,111
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
12		41,044	41,865	42,702	43,556	44,428	45,316	46,222	47,147	48,090	49,052	50,033	51,033	52,054	53,095	54,157	55,240	56,345	57,472	58,621	59,794	60,989	62,209	63,453	64,723	66,017
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
13		47,217	48,161	49,124	50,107	51,109	52,131	53,174	54,237	55,322	56,428	57,557	58,708	59,882	61,080	62,301	63,547	64,818	66,115	67,437	68,786	70,161	71,565	72,996	74,456	75,945
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
14		51,759	52,794	53,850	54,927	56,025	57,146	58,289	59,454	60,643	61,856	63,093	64,355	65,642	66,955	68,294	69,660	71,054	72,475	73,924	75,403	76,911	78,449	80,018	81,618	83,251
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
15		56,911	58,049	59,210	60,394	61,602	62,834	64,091	65,373	66,680	68,014	69,374	70,761	72,177	73,620	75,093	76,594	78,126	79,689	81,283	82,908	84,566	86,258	87,983	89,743	91,537
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
16		62,892	64,149	65,432	66,741	68,076	69,437	70,826	72,243	73,688	75,161	76,664	78,198	79,762	81,357	82,984	84,644	86,337	88,063	89,825	91,621	93,454	95,323	97,229	99,174	101,157
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
17		69,781	71,177	72,600	74,052	75,533	77,044	78,585	80,157	81,760	83,395	85,063	86,764	88,499	90,269	92,075	93,916	95,794	97,710	99,665	101,658	103,691	105,765	107,880	110,038	112,238
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

APPENDIX E
UAW Professional Unit
Grade Assignments

<u>Position</u>	<u>Grade</u>
Analytical Chemist	11
Appraiser I	11
Assessing Admin Specialist III/CSR	11
Executive Assistant/Business Coordinator	11
Planner I	11
Program Coordinator	11
Appraiser II	12
DPW Billing Accountant	12
DPW Contract Administrator	12
Grant Management Specialist	12
Project Management Specialist – Urban Programs	12
Purchasing Agent II	12
Recycling Coordinator	12
Revenue Coordinator	12
Technical Specialist I	12
Transit Fleet & Facilities Supervisor	12
Appraiser III	13
Assistant Construction Engineer	13
City Surveyor	13
Operations Supervisor	13
Planner II	13
Process Chemist	13
Program Coordinator, LP & HH	13
Project Administrator	13
Safety/Loss Prevention Analyst	13
Transit Financial Coordinator	13
Trust Accountant	13
GIS Technician II	14
Industrial Pretreatment Coordinator	14
Plans Examiner	14
Supervisor, Laboratory	14
Technical Specialist II/Network Support	14
Transportation Planner	14
Deputy Planning Manager	15
IT Infrastructure Analyst	15
Senior Accountant	15
Senior Financial Analyst	15
GIS Manager	16
IT Applications Analyst	16
Systems Admin/Database Administrator	16
Plant Operations Supervisor	17

The positions listed below are inactive:

Accountant	12
Citizens Services Coordinator	12
Executive Administrator	12
Project Administrator, LP & HH	12
Construction Inspector Engineering Assistant	13
Internet/Intranet Applications Developer	16

Any new title classified within grades 11 - 17 will not require a reopening of the contract or further negotiation.

Updated March 6, 2018