AGREEMENT BETWEEN THE BOARD OF PUBLIC WORKS
OF THE CITY OF NASHUA, NEW HAMPSHIRE,
AND LOCAL 365 OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2011

SUBJECT TO APPROPRIATION BY THE ALDERMANIC FINANCE COMMITTEE
AND APPROVAL BY THE MAYOR AND THE BOARD OF ALDERMEN

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PREAMBLE

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

The City agrees to apply all terms and conditions of employment in a fair and consistent manner to all bargaining unit employees.

ARTICLE 1 - AGREEMENT

Between the City of Nashua, New Hampshire, by its Mayor and the Board of Public Works duly authorized, hereafter referred to as the "City" and Local #365, Nashua, New Hampshire, Public Works Division employees hereafter referred to as the "Union".

ARTICLE 2 - RECOGNITION

The City hereby recognizes the Union as the sole and exclusive representative of the regular full-time employees of the above division, subject, however, to the exclusions listed in paragraph A below.

A. In the Public Works Division, the Director, City Engineer, Deputy City Engineer, Assistant City Engineer, the Secretary and Clerk of the Board of Public Works, the Superintendents, Foremen, Timekeeper, Summer Help and any other employees classified in supervisory or clerical jobs are excluded from this working agreement.

Summer help are those persons temporarily employed for a definite period of time which falls between the first week of April and the end of October.

B. Whenever the City hires employees, as a condition of continued employment, they shall become, sixty (60) calendar days after their employment, members of the Union, except those employees excluded in paragraph A above.

C. The City agrees that it will not discriminate against, intimidate, or coerce any employee in the exercise of his 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.

D. 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 - NON-DISCRIMINATION

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

ARTICLE 5 - DUES DEDUCTION

A. The City agrees to deduct the official dues of said Union from the wages of each employee who is a member of the Union, and pay the total amount of dues so collected to the Treasurer of Local #365 of the Union the week the deductions are made.

B. In the event that the employee has no pay coming to him or her, or the check is not large enough to satisfy the dues deduction, no deduction will be made for that pay period.

C. In no case will the City collect fines or assessments for the Union other than dues as provided under A, above.

ARTICLE 6 - INITIAL PROBATION

A. The first sixty (60) calendar days of regular full-time employment on an uninterrupted basis except by reason of lay-off or approved leave of absence is established as a probationary period.

B. The City has the right to extend the probationary period. Should it do so it will notify the Union seven (7) days in advance thereof.

C. This agreement shall not apply to employees until they have successfully completed probation.

ARTICLE 7 - WAGES

A. A zero percent (0%) increase in wages effective July 1, 2006; a three percent (3%) increase in wages effective July 1, 2007; a four percent (4.0%) increase in wages effective July 1, 2008; a two and two tenths percent (2.2%) increase in wages effective July 1, 2009; and a two and three tenths percent (2.3%) increase in wages effective September 1, 2010 which is in accordance with the classification wage schedule set forth in Appendix A of this Agreement. Employees who have retired during the term of this contract are eligible for these increases to date of retirement, but only for straight time and overtime hours worked. There will be no re-computation of pay on accumulated leave.

B. Bargaining unit members regularly assigned to work on the second shift for a week or more in consecutive days will be paid shift differential pay of thirty (30) cents per hour. Bargaining unit members regularly assigned to work on the third shift for a week or more in consecutive days will be paid shift differential pay of forty (40) cents per hour. Commencing on May 1, 2009, members shall receive that differential for all leave paid under articles 15, 16, 17, 18, 19, 20 and 21.

C. During a period during the winter months, certain Park Department employees will normally be scheduled to work a shift starting at 10:45 p.m. and will work eight (8) consecutive hours until 6:45 am. Shift differential pay of forty (40) cents per hour will be paid for time worked on this shift. The shift will be staffed, first, by employees desiring this shift; if the staffing is not adequate, this shift will be filled by employees in order of reverse seniority within the Department regardless of classification. Leave time taken by those employees during the period when their schedule commences at 10:45 p.m. will be paid at the premium rate. Overtime worked by those employees during the period when their schedule commences at 10:45 p.m. will be paid in accordance with Article 9, paragraph (B). This shift will be devoted to winter maintenance of skating rinks, snow removal work and other work as assigned.

D. After a bargaining unit employee has been assigned and has worked in a classification in a higher pay level than the employee's regular classification, for an accumulated period of one hundred twenty (120) hours within a twenty-four month period, the employee shall be entitled to the pay rate of the higher paid classification while working in such classification if the employee is assigned to and works in the higher paid classification for a minimum of eight (8) hours in any one (1) calendar day.

E. Employees who operate the sweeper, and Lawn Tractor Operator (multiple rotary units tractor) who have met the qualification period specified in paragraph E above, will be paid a differential of forty (40) cents per hour above the truck driver rate in addition to any shift

differential which may be appropriate, while operating such equipment. A forty (40) cents per hour premium will be paid to any driver required to pull the hot box.

F. New employees hired as Laborers and Groundsmen I between July 1, 1995 and June 29, 1996 shall be paid $9.3078 per hour during the probationary period, except Summer Help. New employees hired as Laborers and Groundsmen I on or after June 30, 1996 shall be paid $9.4940 per hour during the probationary period, except Summer Help. New employees hired into other bargaining unit classifications as in Appendix A shall be paid twenty (20) cents per hour less than the rates listed in the Appendix to this agreement during the probationary period. After successfully completing the probationary period, the pay rates of these regular full time employees will be in accordance with the base pay rates as show in the Appendix referenced above.

G. Equipment operators at the Solid Waste Department who hold valid Asbestos Disposal Site Worker licenses issued by the New Hampshire Department of Environmental Services will be paid a differential rate of $1.00 per hour when performing asbestos remediation activities outside of normal landfill operations on City properties or projects and working within the scope of their license.

ARTICLE 8 - WORKWEEK AND WORK SCHEDULE

A. The workweek shall consist of seven (7) consecutive twenty-four (24) hour periods with 12:01 AM Sunday being the end of the *workweek.*

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

C. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The workweek for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days. The City will schedule regular working hours and regular workweeks to suit specific jobs in continuous operations.

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.

F. Employees shall be allowed a ten (10) minute wash-up period prior to the end of the work shift.

G. Assignments as collection equipment operators/rubbish collectors will first be made from those who desire the position.

H. Assignments as collection equipment operators/rubbish collectors not filled under paragraph G, above, will be filled in reverse order of seniority, with the least senior employee being selected first.

I. Rubbish collection will be scheduled in accordance with Appendix B.

ARTICLE 9 - OVERTIME

A. 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 workday, or in excess of forty (40) hours in a workweek.

B. Paid sick leave, paid holidays, military active duty for training, jury duty, bereavement leave, or other excusable reasons of similar urgency as determined by the Superintendent with the approval of the City, shall be considered as time worked for the purpose of computing overtime pay.

C. When Park Department employees 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.

D. Any person who left his/her place of employment and is recalled to work prior to the next regular shift will be paid for a minimum of three (3) hours at the rate of time and one half; provided, further, that an employee who is called back for overtime or emergency work and completes the required task and returns to his/her residence within the three (3) hour minimum guarantee may be called back for overtime or additional emergency work without an additional three (3) hour minimum work guarantee. In order to receive the (3) hour minimum, the employee must report for work within (60) sixty minutes from the time called; otherwise the employee shall only be paid for actual time worked.

It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rate for the inconvenience of being called back to work between normal shifts, but not to be separately paid for several call-backs within the three (3) hour minimum guarantee period.

E. Any employee who is called back for one (1) hour or less prior to the start of his/her normal shift shall receive such time at the overtime rate, but is excluded from the three (3) hour minimum guarantee outlined in paragraph D, above.

F. The workday or the workweek will not be interrupted to avoid the payment of overtime.

G. For the purpose of distribution of overtime on a rotating basis as discussed in paragraphs H through K below, all classifications and work locations which have overtime as part of the regular schedule shall not have such overtime considered as overtime opportunities.

H. Overtime work which is scheduled in advance or which requires employees to be called in for unscheduled work shall be offered first on a rotating basis among all qualified employees by classification in the department of the division which normally performs the work, except as modified in paragraph I, below. If the overtime situation requires additional employees, then such overtime shall be offered to any qualified employee in the department, then to any qualified employee in the division, and then assigned to any qualified employee in the order of reverse seniority within the department.

I. In the Street Department, the rotating schedule will be maintained on the basis of the following department sections: (1) general duties and (2) vehicle maintenance.

J. Placement for the overtime rotation will be by classification seniority. Once the rotation is established, the senior employee will be offered the next overtime opportunity. Subsequent overtime opportunities will be offered to employees in order of seniority. Whether the overtime opportunity is accepted or rejected, the individual will be placed last in the rotation.

K. Any employee who accepts overtime but does not appear for said work without adequate justification shall be subject to disciplinary action.

L. Except in emergency situations, an employee who is on vacation, sick leave shall not be called for overtime work until the employee returns to his/her regular shift.

M. No temporary or probationary employee shall be assigned overtime work until all qualified regular employees shall have had the opportunity to accept the assignment.

N. Any employee, if physically able, shall be required to work in an emergency, if needed.

O. Employees of the Solid Waste Department may be required to work as follows during a week in which a holiday is observed. When a holiday is observed on a Friday, collection equipment operators maybe required to work on the Friday as determined by the Board of Public Works. When a holiday is observed on a Monday, collection equipment operators may be required to work on the following Saturday. A volunteer substitute, who is acceptable to the supervisor, may take the place of an individual collection equipment operator on such work assignment provided that classification of the substitute does not exceed the pay classification of the collection equipment operator.

P. If at the beginning of the workday, the Superintendent or his/her designated representative identifies a project for potential overtime, the work force will be notified of this potential and adjustments will be made at that time so that the work force finally constituted will be available for overtime, if required.

Q. Anything in the contract to the contrary notwithstanding, during the winter months on Monday through Friday, any salt and sanding overtime assignments, made as a continuation of the regular workday, shall be offered on a rotating basis to drivers assigned on that day to the Street Section of the Street Department.

R. Master Overtime List

1. Each department shall have a list of employees by classification seniority and a department master overtime list by division seniority within the department.

2. Overtime by classification seniority shall be on a rotating basis.

3. Overtime by department master overtime list shall be on a rotating basis.

4. Employees who normally perform the work according to classification shall be offered the overtime first.

5. Should overtime remain unfilled within the classification, the overtime shall be offered to qualified employees according to the department master overtime list.

6. There shall be two (2) possible entries other than a blank box on a master overtime list:

   A = Accepted
   or
   R = Refused

7. A box shall remain blank if the employee is working when the overtime was to occur or if an employee is not called due to qualification requirements of the specific overtime opportunity. If an employee is currently working an overtime shift, then they will not get a blank box. Blanks shall not accumulate.

8. There will be a stop point on the master overtime list from which overtime was filled; employees remaining with blanks shall be contacted prior to continuing on with the list.

9. Should the overtime remain unfilled, the overtime will be offered outside the department by Department master overtime list according to the following orders:

STREET	PARKS	SOLID WASTE
1. Traffic Dept.	1. Street Dept.	1. Street Dept.
2. Parks Dept.	2. Traffic Dept.	2. Wastewater Dept.
3. Solid Waste Dept.	3. Solid Waste Dept.	3. Parks Dept.
4. Wastewater Dept.	4. Wastewater Dept.	4. Traffic Dept.

WASTEWATER	TRAFFIC

1. Parks Dept.
2. Solid Waste Dept.
3. Traffic Dept.
4. Street Dept.

1. Wastewater Dept.
2. Street Dept.
3. Parks Dept.
4. Solid Waste Dept.

ARTICLE 10 - SENIORITY

A. There shall be three types of seniority:

(a) Division Seniority
(b) Department Seniority
(c) Classification Seniority

Division Seniority is the length of service an employee has with the Division of Public Works. Department Seniority is the length of service an employee has with a particular department within the Division of Public Works. Classification Seniority is the length of service an employee has within a particular job classification.

In the event more than one employee is hired on the same day, their seniority shall be based on the letter(s) of their name. The employee's last name shall be considered first, first name shall be second and the middle name shall be considered in the event the employees have the same first and last name. The first letter of the last name will be considered first starting with letter "A" being first in seniority, and "Z" being last in seniority. If the letters being compared are the same, the next letter will be considered. In the event one employee's name being compared ends and the other employee(s) have more letters, the employee with no other letters shall have higher seniority.

B. The term "service" as used in this Agreement shall mean time when the employee is physically present on the job, together with any authorized paid leave granted pursuant to this agreement. For employees hired after the date of this agreement, it shall not include the employee's initial probationary period set forth in Article 6.

C. The term "length of service" as used in this Agreement shall mean accrued time in service as defined in B above. In the event of authorized unpaid leave, suspension or layoff, the employee shall retain such length of service as was accrued on the date of the authorized unpaid leave, suspension or layoff, but shall commence further accrual only upon such return and shall not accrue length of service during such leave, suspension or layoff period. In the event of retirement, resignation, death, or other permanent termination of employment, the employee shall lose all accrued length of service.

D. The Division of Public Works shall establish a seniority list of all types of seniority specified under A above, and it shall be brought up to date as of July 1 of each fiscal year. A copy of the list shall be mailed to the Union. Any objections to the list as established shall be reported to the Division Director within ten (10) days, or it will stand as approved.

E. Until an employee has served the sixty (60) day probationary period, it shall be deemed that the employee has no seniority status, and the employee may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

F. The employee's present classification seniority as of the effective date of this contract, shall be the only type of seniority considered for the purpose of establishing the classification seniority system called for in this Article. This classification seniority must have been continuous in nature to merit consideration under this section. The preparation and maintenance of the classification seniority roster shall be the responsibility of the Division of Public Works, approved by the Union, and is to be part of this agreement.

G. In cases of promotions and transfers, Department Seniority shall be the type considered. Where Department Seniority of two qualified candidates is identical, Division Seniority shall be the type considered.

H. Layoffs will be made on the basis of job classification with the employee having the least Division Seniority being the first identified for layoff. Laid off employees will have the option of bumping by seniority if they are minimally qualified for that position and hold any required certifications, permits or licenses associated with that position._An employee so bumped shall have the same rights.

The division shall not increase beyond the 2009 season level the number of summer and temporary positions, exclusive of summer pool instructors and lifeguards, during the term of this contract following any attrition in the number of members employed in bargaining unit positions.

The board of public works acknowledges the union has job security concerns And that this language shall not be interpreted in such a way as to replace regular employees with summer help.

I. The names of employees laid off from the bargaining unit will be maintained on a recall list for two (2) years from the date of such layoff and such employees will be offered their job classifications in the event of a recall. If a laid off employee is notified by telephone or by letter sent certified mail to the employee's last known address on the records of the Division to report to work, the employee must notify the Division within five (5) days of the employee's intention to comply or accept and must report to work within two (2) weeks of such notification or the employee shall cease to have any rights based on seniority and shall be terminated. Recalled employees who return to work will be credited with prior length of service provided such employee has not withdrawn his or her contributions from the Employee Retirement Plan to which he/she belonged.

J. In the event that an employee transfers to the Public Works Division from any other City Division/Department, said employee will be assigned a Division Seniority date and a Department Seniority date which shall be the same as the date of such transfer.

ARTICLE 11 - VACANCIES, PROMOTIONS AND TRANSFERS

A. Within forty-five (45) days of the occurrence of a permanent opening in a department, the City shall either abolish the job or post it and fill it in accordance with the provisions below:

a. If a permanent job in a department is not abolished, the job shall within said forty-five (45) days be posted on bulletin boards in the respective departments together with the title or the classification, the duties involved, rate of pay, job location, and the shift. The posting shall occur for a period of fifteen (15) days. All applicants shall then be considered on the basis of minimum qualifications, seniority, experience, and ability. If an applicant is qualified by reason of such minimum qualifications, seniority, experience, and ability, the job will be filled within thirty (30) days following the close of the posting period.

b. The City may administer testing procedures to determine the qualifications of applicants for a posted vacancy. If an employee has acquired sufficient creditable experience it can be considered in lieu of the testing procedure. The City has the right to determine job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job. Wherever possible, promotions shall be made from the ranks of regular employees who are employed in the department in which the vacancy occurs. The Division shall promptly post the names of employees selected for posted jobs.

c. An employee selected by the City for a posted job shall have a trial period of sixty (60) days, starting on the effective date of appointment to the position as approved by the Board of Public Works. The effective date of appointment will be within seven (7) days following the Board of Public Works meeting, and will be within the time frames established in subsection (a) above. At the end of said trial period, the City may do one of the following:

(1) Consider the employee qualified and assign the new classification.

(2) Consider the employee unqualified and return the employee to the employee's former classification without the loss of seniority.

(3) Consider the employee questionably qualified and extend the trial period an additional thirty (30) days, after which the City must act under (1) or (2) above.

d. After an award is made of a promotion, the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance in accordance with the grievance procedure.

e. The City agrees that members of the Union may apply for any vacant or newly created supervisory or administrative position and will receive full consideration according to their qualifications. However, final selection of such persons shall be the sole prerogative of the City.

f. Any employee who is awarded a transfer shall not be allowed to transfer back to his/her former position, or to another position, unless that other position has a higher pay rate, for a period of one year after the award is made, and unless a vacancy exists.

B. TEMPORARY JOB ASSIGNMENTS

1. The superintendent may make temporary job assignments which will be filled as required on the basis of ability, experience required, and departmental seniority. The employee temporarily assigned will be paid his or her regular pay rate or the pay rate of the job to which he/she is temporarily assigned, whichever is higher, provided he/she qualifies under the 120 hour clause as in Article 7, paragraph E.

2. In the case of a temporary assignment to a higher paid classification, the employee shall receive the rate of pay to which he is entitled under paragraph B.1., above, for absences caused by paid holidays, provided he is assigned in the higher paid classification both the workday before and the workday after the holiday.

ARTICLE 12 - WORK POLICY AND REGULATIONS

A. The City may adopt rules for the operation of the division and the conduct of employees provided such rules do not conflict with any of the provisions of this Agreement.

B. It is agreed that the City has the right to discipline or discharge employees for just cause. Examples of just cause which apply include, but are not limited to: reporting for work under the influence of an alcoholic beverage or illegal drugs; bringing an alcoholic beverage or illegal drug on the job; drinking an alcoholic beverage or using illegal drugs during working hours; discrimination; theft; knowingly submitting false reports; damaging equipment through negligence or carelessness; failure to observe safety rules, excessive tardiness or absence; insubordination; or similar serious offenses.

It is further agreed that if an employee currently employed by the City is convicted of a Class A felony as defined in the New Hampshire criminal code, that employee will be immediately discharged.

C. All documentation of infractions shall be removed from an employee's personnel file after (3) years provided that the employee has had no infractions of discipline within that period.

D. In justice and fairness to the taxpayers of the City, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties. It is also agreed that no union business will be transacted on City time, except as specified in Article 12. The Union recognizes that the efficient delivery of services is a primary objective of the parties under this contract.

E. It is agreed that any employee leaving his work without authorization of his/her foreman will forfeit the pay for the time while absent from his/her assigned job for the first such

absence, and will be subject to disciplinary procedures, authorized under paragraph B above for each subsequent absence.

F. It is agreed that the "service slip" system will apply when employees are sent out individually or in pairs to perform particular tasks, and that Foremen are required to sign these slips at the time the work is completed.

G. No employee will be required to appear before the Board of Public Works, the Mayor, the Director of Public Works, or the Superintendent or his/her designee on any disciplinary matter without union representation.

ARTICLE 13 - PROTECTION OF CITY PROPERTY AND EQUIPMENT

A. It shall be the responsibility of all employees having custody of or assigned to operate any equipment or property to see to it that it is properly cared for kept clean and returned to proper storage place at the end of the work shift. No City owned vehicle will be used by a City employee for other than City business.

B. All truck drivers and equipment operators will be required to check oil, water, tires and accessories (wipers, defrosters, etc.) daily before operation. All drivers and operators will be held responsible to notify the garage foreman when the equipment being operated is in need of any mechanical adjustment or correction. The operator's vehicle condition report will be completed and turned in on a daily basis. Failure on the part of such employees to comply with the above will be grounds for disciplinary action or reclassification.

C. The City agrees to furnish two-copy deficiency report slips of which truck drivers and equipment operators are to indicate any mechanical adjustments or corrections believed to be necessary. The foreman of equipment maintenance or designee shall sign one copy of the deficiency report for retention by the employee.

D. When skating rinks are being flooded, all available Park Department vehicles shall be assigned to the flooding operations.

ARTICLE 14 - GRIEVANCE PROCEDURE

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

An employee may present an oral grievance without the intervention of the Union. Until the grievance is reduced to writing, the Union shall be excluded from any meetings if the employee so requests. 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.

Without intending to expand the definition of a grievance beyond violations of this agreement, all written grievances will be submitted on an AFSCME Council 93 Official Grievance Form, which is appended hereto as Appendix C.

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. Mediator services through the Federal Mediation and Conciliation Service shall be used. Mediation shall not be binding and cannot be used by either party in further proceeding should mediation fail.

Step I: Within eight (8) workdays of the incident leading to grievance, if the parties involved have not reached a verbal agreement, then the grievance shall be reduced to writing, signed by the employee and the union, and presented to the Superintendent or his designated representative. If the grievance remains unresolved following a discussion which is not to exceed one (1) hour, the Superintendent shall respond in writing within two (2) workdays.

Step II: Within two (2) workdays of receiving the response, the Union may notify the Director of Public Works, in writing, that a hearing on the grievance is requested. The Director will investigate the grievance to determine if a grievance exists under the Agreement and if it can be settled under the policies of the City as well as under the Agreement. If the matter has not been settled by the Director within one (1) week, then,

Step III: The Union, within three (3) days, may notify the Board of Public Works, in writing, of the grievance. The Board shall, within thirty (30) days after the grievance is presented to the Superintendent under Step I, consider the grievance and within two (2) working days thereafter, notify the Union in writing of their disposition of the grievance. In the event the employee and the Union are not in accord with the disposition by the Board, then

Step IV: The parties hereto agree that any grievance which involves the interpretation or application of a specific provision of this agreement shall be settled by arbitration. The parties agree to submit such grievances to the N.H. Public Employees' Labor Relations Board, as the agency to coordinate the arbitration, and to abide by the rules and procedures set forth by said Board. Determinations and decisions set forth by the said Board shall be final and binding upon the parties. All costs submitted by the Board are to be shared equally by the parties. Any grievance which is not submitted to arbitration under this step IV within ninety (90) working days after receipt of the written decision of the Board of Public Works under step IV shall be deemed waived.

B. Presentation of grievances under Step I and Step II only, if done during working hours, shall not result in loss of straight time pay to either the steward or the aggrieved employee involved. If more than one (1) aggrieved employee is involved, only one (1) employee shall be

entitled to receive straight time pay during such presentation. No overtime or any other premium pay shall be paid for time spent in such presentations.

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

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

E. In order to expedite resolutions of grievances, the duly accredited area steward, with or without the aggrieved employee, may investigate and process grievances under Step I during working hours as detailed in Step 1, above.

ARTICLE 15 - PAID HOLIDAYS

A. The following shall be observed as paid holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Floating Holiday*
Columbus Day (except Park Dept.)
Presidential Election Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving (Park Dept. only)
Christmas Day

B. If one (1) of the aforesaid holidays falls on a Saturday and is observed on a Friday, said Friday shall be a paid holiday. If one (1) of the aforesaid holidays falls on a Sunday, and is observed on a Monday, said Monday shall be a paid holiday.

C. Regular probationary employees will be eligible for and receive pay at their straight-time rates for holidays observed after the first thirty (30) calendar days of employment.

D. In order to qualify for pay on an unworked holiday, under paragraph A above, an employee must work on the last scheduled workday prior to the day the holiday is observed and the first scheduled workday subsequent to the day on which the holiday is observed.

E. If an employee is absent on authorized sick leave on either or both days stated in paragraph D, above, the employee shall qualify for holiday pay for holidays which occur during the first two weeks of such an absence, by presenting a medical doctor's certificate or other satisfactory evidence of illness to the employee's Superintendent. Said certificate shall state that the employee was unable to work due to illness on the day(s) specified.

F. In the event that an employee is required to work on any of the said holidays, the employee shall be compensated at the rate of time and one-half (1 1/2) for hours worked, in addition to the holiday pay, if eligible and otherwise meets all requirements of this article.

G. In the event a paid holiday falls during an employee's vacation, the employee shall receive holiday pay or an extra day following the vacation period.

* H. Any employee shall notify his/her supervisor 24 hours in advance of taking a floating holiday.

ARTICLE 16 - PAID VACATIONS

A. After satisfactory completion of the probationary period and classification as a regular employee, an employee covered by this Agreement shall receive vacation with pay in accordance with the following schedule:

Less than 5 years of service: up to 2 workweeks (10 days) per year accrued at the rate of five-sixths of a workday per month worked;

More than 5 but less than 10 years of service: up to 3 workweeks (15 days) per year accrued at the rate of one and one-quarter workdays per month worked:

More than 10 years but less than 15 years of service; up to 4 workweeks (20 days) per year accrued at the rate of one and two-thirds workdays per month worked.

Fifteen years of service or more; up to 5 workweeks (25 days) per year accrued at the rate of two and one-twelfth workdays per month worked.

B. The anniversary date of employment shall be used to calculate an employee's length of service with respect to paid vacation eligibility. Length of service shall be measured from the employee's most recent date of hire with the City.

C. Any month in which the employee has been on the active payroll for more than fifteen calendar days shall be counted as a month worked, except for those employees receiving Workers' Compensation pay, who will earn vacation time for time off the job.

D. Requests for vacation time must be made at least two (2) business days (Monday –Friday) in advance, although exceptions may be made for reasonable circumstances. In addition, employees may request vacation time for a Monday on the preceding Friday. All vacation time shall be approved based on the operational needs of the division. Denial of a vacation request shall not be made in an arbitrary or capricious manner.

E. The City reserves the right to limit the number of employees to be on vacation during any one period with seniority to prevail. Employees are allowed to accrue up to one and one-half (1/2) times their annual earned vacation.

F. Any employee who is laid-off, dies, or retires, shall be entitled to accrued vacation pay in accordance with the eligibility requirements contained in this Agreement. Any accrued vacation pay to which an employee may be entitled on the date of the employee's death will be paid to the employee's estate.

ARTICLE 17 - PAID SICK LEAVE

A. Sick leave for employees covered by this agreement shall accumulate at the rate of eight (8) hours per calendar month on the active payroll, cumulative to a maximum of nine hundred sixty (960) hours.

B. In the event of a prolonged absence because of illness in excess of thirty (30) days, additional sick leave accumulation will be allowed only for the said first thirty (30) days of such absence.

C. An employee is not entitled to payment for sick leave until completion of the probationary period and such payments may not be applied retroactively.

D. Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion, but shall be allowed only in the case of necessity and actual sickness or disability of the employee, or to take physical and dental examinations or other sickness prevention measures. The City reserves the right to verify all claims for paid sick leaves. In case of sickness of spouse, employee's significant other residing with the employee, or children of the employee necessitating employee's absence from work, the employee's Superintendent may grant absence from work with sick pay.

E. An employee must notify the Superintendent's Office prior to starting time, in order to draw sick leave pay. In order to qualify for paid sick leave of four (4) consecutive workdays or more, an employee must present a doctor's certificate or other satisfactory evidence to the superintendent. Said certificate shall state that the employee was unable to work due to illness during the period claimed.

F. If it is found that an employee is abusing sick leave, the employee shall be disciplined for just cause in accordance with Article 12B.

G. When an employee retires, resigns or is laid off, the employee shall receive payment for the balance of sick leave accrued in his or her account in a lump sum calculated at the rate of pay in effect on the day of retirement. No accrued sick leave will be paid to an employee who is discharged. An employee who retires or resigns will receive accrued sick leave pay only if that employee has five (5) years of continuous service with the Division on the date of retirement or resignation.

H. Any accrued sick pay to which an employee may be entitled on the date of the employee's death will be paid to the employee's estate.

ARTICLE 18 - BEREAVEMENT LEAVE

A. Up to three (3) days leave per occurrence in any fiscal year may be granted for a death of a member of the immediate family of an employee or employee's significant other residing with the employee for which there shall be no deduction in pay. The intent of "residing with" is not to exclude the employee if the significant other is placed for medical care into a facility prior to death. "Immediate family" shall include: mother, father, spouse, children, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

B. Up to three (3) days total leave in any fiscal year may be granted for a death of a close relative of an employee for which there shall be no deduction in pay. "Close relative" shall include: aunt, uncle, niece, nephew, and close friends, provided the close friend lives in the employee's home.

C. In the event the death for which leave is taken occurs during a vacation period allowed under Article 16, and the employee desires to take bereavement leave during that vacation period, the bereavement leave taken during the vacation period shall not be charged against the time allowed the employee for the vacation allowed under Article 16.

D. In order to receive bereavement pay the employee, shall upon request, provide documentation of death and relation. Should documentation be requested, such request shall not be arbitrary or capricious.

ARTICLE 19 - MILITARY LEAVE PAY

An employee 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 on the Personnel Claim for Pay form.

ARTICLE 20 - JURY DUTY PAY

An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost by the employee by reason of such service Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment of meals and/or mileage shall not be considered as part of the fee for purposes of this agreement. Claims under this agreement are to be made on the Personnel Claim for Pay forms. Employees serving less than a full day on jury duty must report back for work within one hour of being dismissed in order to be paid for the partial day.

ARTICLE 21 - PERSONAL LEAVE

[Effective on the date of signing this agreement in 2009]

An employee may use three (3) days of personal leave per fiscal year for personal business. Notification of intent to utilize a "personal day" must be provided to the supervisor no later than the workday twenty-four (24) hours prior to the "personal day". Personal leave cannot be carried over from one fiscal year to another.

ARTICLE 22 - LONGEVITY BONUS PAY

A. Regular full-time employees who have been employed by the City for five (5) or more years, on an uninterrupted basis except by reason of lay-off or approved leave of absence are eligible for a longevity payment on the anniversary of their date of hire. Longevity payments area as follows:

5 to 9 years of service	$ 150.00
10 to 14 years of service	$ 250.00
15 to 19 years of service	$ 350.00
20 to 24 years of service	$ 450.00
25 years of service and over	$ 550.00

The following increases are effective July 1, 2004:

5 to 9 years of service	$ 300.00
10 to 14 years of service	$ 500.00
15 to 19 years of service	$ 700.00
20 to 24 years of service	$ 900.00
25 years of service and over	$1100.00

B. An employee eligible to receive longevity pay, who quits his or her employment or is dismissed for just cause prior to his/her anniversary date of employment, shall forfeit his or her right to entitlement to all or any portion of longevity pay to which the employee would otherwise be entitled.

ARTICLE 23 - UNION ACTIVITIES

A. When an employee is elected President of Local #365 and has to do work which takes him/her away from his/her regular employment with the City, he/she, at the written request of the Union, may be granted a leave of absence without pay, not to exceed twenty-four (24) months, with no loss of seniority, provided satisfactory arrangements can be made for a substitute during such leave of absence. An employee on a leave of absence under this Article shall not be eligible for benefits contained in this agreement.

B. Employees elected as delegates to either the AFSCME International Convention, the N.H. Public Employees Convention Council #93, or the N.H. State Labor Council Convention shall be allowed a leave of absence with pay not to exceed one working day per contract year. This leave of absence may be granted to a maximum of four (4) union members

per contract year; however, no more than two (2) members may be granted a leave of absence at any one time.

C. The Local President, Vice President, Treasurer, Chapter Chair and Chief Steward may be granted unpaid leaves of absence to conduct union business not to exceed a total of forty (40) working days per year for the aforementioned employees, provided twenty-four (24) hours advance notice is given to the Division.

ARTICLE 24 - EDUCATIONAL BENEFITS

A. The City will reimburse employees for 75% of the total tuition (excluding books) contingent upon the satisfactory completion of job-related courses approved in advance. The purpose of the educational assistance policy is to reduce the cost of employment-related education to the employees. The 75% share of the City will therefore be reduced by any amount received or receivable by employee for such education from sources other than the City.

B. An employee who desires to participate in this benefit must secure the prior approval of the appropriate Superintendent, the Director of the Pubic Works Division, and the Board of Public Works on a personnel form provided for the purpose with due consideration of budgetary limitations.

C. Satisfactory completion of any educational course shall be documented in the Personnel Department records of the employee. This document must be provided prior to processing the request for reimbursement.

D. Not more than $1,000.00 will be paid to any employee in any fiscal year for course reimbursement.

ARTICLE 25 - CLOTHING ALLOWANCES

A. The City will initially supply each new employee after the completion of the probationary period, five (5) sets of wrinkle free permanent pressed sets of work clothes (pants and shirts), either a cavalry twill jacket designed for liner insert, with liner, or a winter jacket, and two (2) work caps. Mechanics and servicemen in the Streets, Park Recreation, and Wastewater Treatment Plant will be provided with two (2) coveralls. This clothing will be replaced on a direct exchange basis as needed, and in a timely manner. A boot voucher shall be provided once every twelve months, per employee. Boot vouchers will also be issued on a direct exchange basis as needed.

B. The Park Department will also provide to employees who have completed their probationary period, winter jackets for use during the winter maintenance of skating rinks.

C. Shirts, jackets, and caps are to have appropriate departmental emblem affixed. Uniforms will be worn by employees during working hours.

D. Rain gear will be provided to employees when they are required to work in inclement weather.

E. Work gloves will be provided, as determined by the Superintendent to be required, and replaced on a direct exchange basis as needed.

ARTICLE 26 - TRADESMAN TOOLS

Mechanics, carpenters and other skilled tradesmen are required to provide their own tools of the trade. It is agreed that the City will, in exchange for broken tools, provide for the reasonable replacement of broken tools for such tradesman. The City shall maintain current casualty/loss coverage for employee-owned tools.

ARTICLE 27 - INSURANCE PROGRAM

A. *[Effective July 1, 2006 through June 30, 2009]* Except as otherwise provided in this article 27A, upon the request of an eligible member of the bargaining unit, the City shall offer individual, two-person or family coverage under one of the following plans:

(a) Blue Cross/Blue Shield Plan JWM;

(b) Blue Choice Point-of Service-Plan; or

(c) A choice of HMO Blue or Harvard Pilgrim Health Plan

Effective July 1, 1998, or as soon thereafter as is practicable, for eligible members, the City shall contribute 85% of the premium for option (b) and 95% of the premium for option (c). The City shall contribute toward the premium of option (a) the same dollar amount it contributes toward the premium of option (b).

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.

A. *[Effective July 1, 2009]* Except as otherwise provided in this article 27A, upon the request of an eligible member of the bargaining unit, the City shall provide the amount of the premium specified below for individual, two-person or family coverage under one of the following plans:

(a) Blue Choice Point-of Service-Plan;

(b) A choice of HMO Blue or Harvard Pilgrim Health Plan; or

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

Effective July 1, 2009, for eligible members, the City shall contribute 80% of the premium for option (a) and 90% of the premium for option (b). All plans offered by the City shall have the following minimum co-pays:

(a) Ten Dollars ($10.00) per medical visit; and

(b) Fifty Dollars ($50.00) per emergency room visit

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.

B. The City agrees to pay fifty percent (50%) of the cost of a Double Indemnity Life Insurance Program for employees only, in an amount equal to the employee's annual straight time wages, rounded to the nearest thousand dollars. Employees may purchase at their expense such additional group life insurance as may be permitted by the City's group life insurance carrier.

C. The City agrees to provide dental coverage, such coverage to be as specified by the attached schedule of benefits (Appendix D), through a carrier selected by the City. Beginning on the first of the month of the month following the signing of this agreement, the City agrees to contribute toward such insurance an amount equal to one hundred percent (100%) of the cost of one person, two person or family plan as appropriate.

D. It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers or become self-insured, provided the benefits to participants are equivalent and the costs to participants are not increased above the amounts shown above.

E. Long Term Disability (LTD). Full time employees covered by this agreement who have been employed with the City for three (3) years on an uninterrupted basis except by reason of layoff, on the job injury or approve 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 self insure said coverage. Employees are encouraged to maintain adequate sick and vacation balances to cover the elimination period for the long term disability benefit in the event a claim is made.

F. For the duration of this Agreement, the parties agree to participate in a joint Labor/Management Committee to consider the performance of the health insurance plans, any changes thereto, and to develop proposals to modify the health insurance programs offered by

the City in order to control the costs of those programs for the benefit of the City and its employees.

ARTICLE 28 - SAFETY

A. It is understood that under Article 4 (Management Rights), the Director of Public Works, or his designee, has the right to make rules and regulations regarding the health and safety of employees.

B. A six (6) member Safety Committee shall meet at least once every ninety (90) day period to address safety related issues. The Committee shall be comprised as follows:

1. Three (3) members named by the Director of Public Works, one of whom may be the Risk Manager.
2. Three (3) members of the bargaining unit named by the Union President.

ARTICLE 29 - DURATION AND EFFECT

A. This Agreement shall be effective as of July 1, 2006, and shall remain in effect until June 30, 2011, unless a new agreement has been negotiated.

B. This Agreement amends and supersedes and entirely replaces all previous agreements and understandings between the parties and constitutes the entire agreement and understanding between the parties on all matters which are properly the subject of collective bargaining between them for the period during which it is effective.

C. If any provisions of this agreement is or shall at any time be determined contrary to law by a Court of Competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this agreement is or shall at any time be determined to be contrary to law by a Court of competent jurisdiction all other provisions of this agreement shall continue in effect.

WITNESS THEREOF, the parties hereto have hereunto set their hands as of September 14th 2009.

Signed, sealed and delivered in the presence of:

Nashua, New Hampshire City Employees
Local #365, American Federation of
State, County & Municipal Employees

President, Local 365

Staff Representative AFSCME Council 93

City of Nashua, New Hampshire

Mayor

Witness

Witnesses for the Union:

Board of Public Works

APPENDIX A - PAYMENTS

1-Jul-06 to 30-Jun-11

POSITION	G	7/1/2006	7/1/2007	7/1/2008	7/1/2009	7/1/2010	9/1/2010
ELECTRICAL DIAGNOSTIC TECH I WWTP	5	22.00	22.66	23.57	24.32	24.54	25.10
OPERATOR III WWTP *	5	22.00	22.66	23.57	24.42	24.74	25.31
TRAFFIC TECH I	5	22.00	22.66	23.57	24.27	24.44	25.00
AUTO MECHANIC 1ST CLASS *	5	21.04	21.67	22.54	23.32	23.59	24.13
MECHANIC WWTP 1ST CLASS	5	21.04	21.67	22.54	23.34	23.64	24.18
COLLECTION SYSTEM TECHNICIAN	5	21.04	21.67	22.54	23.03	23.03	23.56
OPERATOR II WWTP *	5	21.04	21.67	22.54	23.29	23.54	24.08
WELDER 1ST CLASS *	5	21.04	21.67	22.54	23.19	23.34	23.87
EQUIPMENT OPERATOR LANDFILL*	4	19.60	20.19	21.00	21.51	21.56	22.05
EQUIPMENT OPERATOR STREET REPAIR*	4	19.60	20.19	21.00	21.46	21.46	21.95
GROUNDSKEEPER/MAINTENANCE	4	20.35	20.96	21.80	22.28	22.28	22.79
LEAD GROUNDSMAN	4	19.60	20.19	21.00	21.59	21.71	22.21
COLLECTION SYSTEM OPERATOR	4	19.60	20.19	21.00	21.46	21.46	21.95
STELLOS STADIUM ATTENDANT	4	19.60	20.19	21.00	21.46	21.46	21.95
AUTOMATED TRASH COLLECTION OPERATOR	4	19.60	20.19	21.00	21.46	21.46	21.95
COLLECTION EQUIPMENT OPERATOR/LANDFILL	4	19.42	20.00	20.80	21.26	21.26	21.75
BACKHOE OPERATOR	4	18.67	19.23	20.00	20.49	20.54	21.01
MASON/PIPELAYER	4	18.67	19.23	20.00	20.44	20.44	20.91
PARKING MAINTENANCE	4	18.67	19.23	20.00	20.44	20.44	20.91
NURSERY WORKER PARKS	4	18.67	19.23	20.00	20.44	20.44	20.91
OPERATOR I CERTIFIED WWTP	4	18.67	19.23	20.00	20.52	20.59	21.06
SIGN MAINTENANCE	4	18.67	19.23	20.00	20.44	20.44	20.91
COLLECTION EQUIPMENT OPERATOR	3	18.55	19.11	19.87	20.31	20.31	20.77
TRAFFIC MAINTENANCE ASSISTANT	3	18.47	19.02	19.79	20.27	20.32	20.79
SERVICEMAN	3	17.94	18.48	19.22	19.69	19.74	20.20
TRUCK DRIVER	3	17.94	18.48	19.22	19.64	19.64	20.09
GROUNDSMAN II	3	17.65	18.18	18.91	19.32	19.32	19.77
SIGN MAINTENANCE ASSISTANT	2	17.39	17.91	18.63	19.04	19.04	19.48
RUBBISH COLLECTOR	2	17.16	17.67	18.38	18.79	18.79	19.22
GROUNDSMAN I	1	16.81	17.31	18.01	18.40	18.40	18.83
LABORER	1	16.81	17.31	18.01	18.40	18.40	18.83

*** Special Rule for employees without required certifications or licenses on May 1, 2009: 1) Those without a** CDL-B or NHDES Solid Waste Certification will have their hourly rate reduced by $0.05 on July 1, 2009 and $0.10 on July 1, 2010; 2) Those without a Grade II Wastewater Operators Certificate will have their hourly rate reduced by $0.13 on July 1, 2009 and $0.25 on July 1, 2010; and 3) Employees shall receive the increase effective when they obtain the respective license or certification.

*** Special wage schedule per Appendix F**	4	21.66	22.31	23.20	23.76	23.81	24.36

AGREEMENT BETWEEN THE BOARD OF PUBLIC WORKS REPRESENTING THE CITY OF NASHUA, NEW HAMPSHIRE AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL #365

APPENDIX B

RUBBISH COLLECTION - PICKUP-GO HOME

The basic policy of this memorandum is to gain efficient and effective rubbish collection throughout the City. At the same time, the policy is intended to provide a benefit to the assigned rubbish collection personnel for the effort expended in meeting the objective. It is further recognized, that except under unusual work conditions, the rubbish pickup for any given day will be completed on the day scheduled, maintaining the highest of work standards.

1. Rubbish collection in Nashua will be on a route system as presently scheduled by the Route Foreman. Management reserves the right to alter and/or add pickups to the route system as needed. The Superintendent also has the right to increase or decrease the number of vehicles assigned, and to adjust the actual route structures according to seasonable demands.

2. A route shall be a certain number of pickups in a given area, not necessarily equal on all routes as to pickups or mileage.

3. There will be changes in routes periodically, as necessary to expand the route system.

4. When an employee has completed all routes, the employee may leave for the day regardless of finishing time, when the following conditions are met:

a. Reasonable route cleanliness has been achieved, as determined by Route Foreman.

b. Vehicle maintenance has been completed - as determined by Route Foreman.

c. Proper clearance has been given by the Supervisor(s).

5. Should the employee be reassigned after completing the route, that work will be paid at the regular pay rate until the regular workday is complete. This practice will not be considered normal procedure, and would be implemented only with the direct authorization of the Superintendent.

APPENDIX C

AFSCME Council 93

OFFICIAL GRIEVANCE FORM

Employer _____ Date Submitted: Step 1 _____

Local No. _____ Dept. _____ 2. _____

Local Grievance No. _____ _____ Class Action 3. _____

Grievant _____ 4. _____

Title _____ 5. _____

Address _____ Work Phone _____

_____ Home Phone _____

Immediate Supervisor _____ Title _____

I Authorize AFSCME Local _____ As My Representative To Act For Me In The Processing Of This Grievance.

Date _____ Signature of Employee _____

Signature of Union Rep. _____ Title _____

AT EACH STEP, MAKE 3 COPIES OF THE GRIEVANCE
1 TO THE UNION. 1 TO MANAGEMENT. 1 WORKING COPY

STATEMENT OF GRIEVANCE

ARTICLES AND SECTIONS of the contract which have been violated:

_____

_____

and any related articles, agreements, practices, rules, regulations, and law.

GRIEVANCE: State the facts (include date/s who, when, where, what, why.)

_____

_____

_____

_____

_____

_____

Witnesses: _____

REMEDY: _____

_____

_____

DELTA DENTAL

APPENDIX D

Delta Dental Premier Coverage

This chart represents the level of coverage for services performed by dentists who participate in the Delta Dental Premier network. Employees and their eligible dependents are free to visit *any* dentist, participating or nonparticipating. Visit our Web site at *www.nedelta.com* for an updated list of participating dentists. Your Northeast Delta Dental program includes all of the following coverage categories. This chart is provided for summary purposes only; certain benefit limitations may apply. Please refer to your benefit booklet for complete benefit information. In the event of a conflict or discrepancy between the chart and either the group contract or the benefit booklet, the contract or benefit booklet will prevail.

City of Nashua

Public Works, Fire Department
Group Number: 4336

Coverage A Diagnostic/Preventive	Coverage B Basic	Coverage C Major
Deductible: $0 There Is No Deductible for Your Program		
Covered at *100%	**Covered at *60%**	**Covered at *50%**
Diagnostic: Evaluations once in a 6-month period X-rays (Complete series or panoramic film) once in a 3-year period Bitewing x-rays once in a 12-month period X-rays of individual teeth as necessary **Preventive:** Cleanings once in a 6-month period Fluoride once in a 12-month period to age 19 Space maintainers to age 16 Sealant application to permanent molars, once in a lifetime per tooth, for children to age 15	**Restorative:** Amalgam (silver) fillings Composite (white) fillings (anterior teeth only) **Oral Surgery:** Surgical and routine extractions **Endodontics:** Root canal therapy **Periodontics:** Periodontal maintenance (cleaning) *Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both.* Treatment of gum disease **Denture Repair:** Repair of a removable denture to its original condition **Emergency Palliative Treatment**	**Prosthodontics:** Removable and fixed partial dentures (bridge); complete dentures Rebase and reline (dentures) Crowns Onlays Implants

Contract Year Maximum: $750 per person (Coverages A, B and C combined)
(Beginning Each July 1st)

7/07 *Benefit percentages shown are based upon the actual charge submitted to a maximum of the participating dentist'sapproved fees, or Delta Dental's allowance for non-participating and dentists.

Delta Dental Premier Dentist Network

You'll get the best value from your program when you receive your dental care from a Delta Dental Premier participating dentist:

▲ **No balance billing:** Because participating dentists accept Delta Dental's approved amount for service, you will normally pay less when you visit a participating dentist.

▲ **No claim forms:** Participating dentists will prepare and submit claim forms for you.

▲ **Direct payment:** Northeast Delta Dental pays the dentist directly, so you don't have to pay the covered amount up-front and wait for a reimbursement check.

To find out if your dentist is part of the Delta Dental Premier network, call your dentist or visit our web site at *www.nedelta.com.* Click on Locate a Dentist, then Local or National Dentist Directory. You can also call our Customer Service Department at 1-800-832-5700 or 603-223-1234.

Claim Submission Process for Participating Dentists

▲ Present your ID card to the dentist at the time of your visit.

▲ The dentist will submit your claim to Northeast Delta Dental.

▲ Northeast Delta Dental will send you a NOB (Notification of Benefits) detailing what has been processed under your programs coverage. You are responsible to pay any remaining balance directly to the dentist.

Claim Submission Process for Nonparticipating Dentists

Delta Dental provides coverage regardless of the patients' choice of dentists, participating or not. When visiting a nonparticipating dentist within the Northeast Delta Dental operating area of Maine, New Hampshire and Vermont, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or the Plan's allowance for nonparticipating dentists. The patient may be required to submit the claim directly and pay for the services at the time they are provided. The Notification of Benefits and the claim payment will go to the subscriber; the patient will be responsible for any remaining balance. (In Maine, the claim payment will go to the subscriber unless a valid assignment of benefits has been received).

When visiting a nonparticipating dentist outside the Northeast Delta Dental operating area, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or an amount equal to a selected percentile of a nationally-recognized database for the area in which the services were provided. The patient may be required to submit the claim directly and pay for the services at the time they are provided; the patient will be responsible for any remaining balance. The Notification of Benefits will go to the subscriber. The claim payment will go to the dentist unless the claim is marked "paid," otherwise it will be sent to the subscriber.

Predetermination of Benefits

Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it's not required, predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the dentist.

Coordination of Benefits

When a covered individual under this program has additional group dental coverage, the COB (Coordination of Benefits) provision described in your Dental Plan Description booklet will determine the sequence and extent of payment. If you have any questions, please contact our Customer Service department at 1-800-832-5700 or, 603-223-1234.

Identification Card

Two identification cards from Delta Dental will be produced and distributed shortly after your enrollment. Both cards are issued in the subscriber's name, but can be used by every one covered under the program.

Dental Plan Description Booklet

You will receive a Dental Plan Description booklet shortly after your enrollment. This booklet describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental program.

Who is Eligible

All eligible employees and their dependents, defined as:
Spouse;
Unmarried, dependent children to age 19;
Unmarried, full-time dependent students to age 25, and,
Incapacitated dependent children, regardless of age.

If enrolling one eligible dependent, all eligible dependents must be enrolled unless they are covered elsewhere.

Guarantee Of Service Excellence℠ Program

Northeast Delta Dental is committed to providing extraordinary service to all of its customers. We believe that when our people are inspired to pursue excellence in order to achieve a higher level of customer satisfaction, all of those who share in Northeast Delta Dental will benefit. To emphasize our commitment, we guarantee seven major areas of service to our clients and reinforce them by our comprehensive group refund policy.

Claims Inquiry

If you have further questions, please contact Northeast Delta Dental's Customer Service department at 1-800-832-5700 or, 603-223-1234. This information should be used only as a guideline for your dental benefits program. For detailed information on your group's terms, conditions, limitations, exclusions and guarantees, please refer to your Dental Plan Description booklet or consult your employer.

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One Delta Drive
P.O. Box 2002
Concord, NH 03302-2002
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AGREEMENT BETWEEN THE
BOARD OF PUBLIC WORKS REPRESENTING THE
CITY OF NASHUA, NEW HAMPSHIRE AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL #365

APPENDIX E

SNOW COVERAGE

It will be a condition of employment for all new hires as of July 1, 2006 that he/she shall be available for snow events. There will be no retroactive payments under this agreement to those hired before July 1, 2006.

2. A. We will utilize a bargaining unit volunteer sign-up list for snow events. This list will cover one (1) week periods, from Monday to Sunday. Up to 80 employees will be issued pagers for the week. Each bargaining unit employee with a pager will be compensated $100.00 or 4.5 hours of overtime pay, whichever is greater, for the week. Employee on-call will be allowed to get someone else to cover for them as long as they provide notification. The on-call pay will be divided between the employees based on the percentage of hours each was on-call for the week. Four (4) maintenance positions shall be entitled to the aforementioned on-call compensation.

B. Employees on-call who have worked at least sixteen (16) hours within a twenty-four (24) hour period are not expected to respond to a call-in/page if the employee has initiated a rest period and has not received a minimum of 8 hours rest time. At the employee's option he/she may respond without the minimum hour of rest. An employee shall give notice of the duration of such rest period to the dispatcher, should the employee desire a rest period.

C. Bargaining Unit employees who are unable to commit to the week block for on-call shall be contacted and offered the opportunity to work during a call-in/page provided additional manpower is needed above the bargaining unit on-call volunteers. All Bargaining Unit members shall be offered any available work prior to offering such work outside the bargaining unit. Should a bargaining unit employee not be available at the time of the call, receives a message, or has no answering machine at their residence, such employee may contact the dispatcher and provided work is continuing to be completed, advise when they will be available to respond. They will be assigned the next available open slot.

3. If there are less than 76 employees available during a snow event after all employees have been offered all vacancies, then starting with the most senior employee in the classification which normally performs the work, for each employee who is willing to drive without a shotgun will be able to do so, and will be compensated at an overtime rate of two times (2X) their normal hourly rate of pay. After making the initial call to all bargaining unit employees, drivers interested in operating a plow without a shotgun will be given the opportunity, prior to supplementing the staff with pool workers. Should driving without a shotgun occur during their

regular hours of work they will be compensated at a rate of one and one half times (1.5X) their normal hourly rate of pay during such hours inclusively. The duration of the time an employee drives without a shotgun shall be until a shotgun becomes available or the employee determines they can no longer drive without a shotgun. Vacant shotgun positions shall be considered available work continuing to be completed for the purposes of section 2C of this agreement. Should employees become available, starting with the least senior out of classification employee operating without a shotgun, he/she shall be first to have a shotgun assigned. Backfilling shall occur by reverse seniority ending with the senior employee in classification. No employee shall be mandated or coerced to drive without a shotgun.

4. The Division of Public Works will be able to utilize a pool of workers for snow events only when no AFSCME Bargaining Unit employees are available during the snow season as defined in Section 12. This pool will consist of the AFSCME Nashua School District Custodial Employees first; AFSCME Nashua Transit Authority employees second; retired AFSCME employees third.

5. The start of an event shall commence once pretreatment or plowing occurs or a call-in/page occurs, whichever is earlier. Should an employee respond in at a later time, the start of the event shall be from his/her arrival to the worksite. All hours worked on an event during normal working hours shall count towards the total hours for the event.

6. Each Monday a volunteer sign-up sheet shall be posted for the week commencing 14 days later. The sign-up period closes Friday of the week of the posting. A separate list shall be established for employees to sign up for all weeks for the duration of the snow season as defined in Section 12. The employees will have a section on either list to indicate they will be willing to drive without a shotgun in accordance with Section 3. A separate list will be established for employees to sign up if they do not want to be contacted about snow event(s) for a full week.

7. Solid Waste employees shall be eligible at all times to volunteer for overtime.

8. Pagers shall be given and snow event overtime will be awarded in accordance with Article 9: Overtime.

9. Snow Removal operations (Hauling) shall be by the regular overtime list.

10. Volunteer lists will be posted in all Departments, including the School Department and Nashua Transit Authority. Pool volunteers will be paid at premium rate for all hours worked.

11. Snow event transgressions would be disciplined separately, according to the "Just Cause" standard. Any volunteer who has been given advance notice and accepts overtime but does not respond for said work without adequate justification may be subject to disciplinary action.

12. The Snow Season begins the 2nd Friday of November and ends twenty (20) weeks from that date.

13. Pagers are only to be issued and used for winter events.

14. Employees will be paid the premium rate starting from the time he/she is paged or called provided the employee arrives within a reasonable time from the time of page/call.

15. Management will not arbitrarily or capriciously declare an emergency.

The parties agree a Joint Labor/Management committee shall meet to discuss concerns from either party and attempt to resolve the matter.

APPENDIX F

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF NASHUA AND AFSCME, LOCAL 365

The City of Nashua, Public Works Division, (the "Employer") and the American Federation of State, County and Municipal Employees, Local 365 (the "Union") mutually agree to the following Memorandum of Understanding, which would be effective upon the approval by the Board of Public Works:

1. As of the date of this agreement, the City of Nashua, Division of Public Works, is eliminating the two current positions of Lead Equipment Operator in the Solid Waste Department (only one position is currently filled)
2. The only incumbent, Edward Leary, will be assigned into the position of Equipment Operator at the Solid Waste Department as of the date of this agreement.
3. The City agrees to maintain the current salary for the incumbent, Edward Leary, Jr,.
4. All future contractual rate increases will be awarded to this employee Edward Leary, Jr.
5. Once the incumbent leaves the Equipment Operator position, the alternate rate will be eliminated and the rate of the classification shall apply.
6. For purposes of overtime the incumbent will maintain a seniority based on the date originally hired as an Equipment Operator at the Solid Waste Department.

City of Nashua

Date: 2/14/08.

Arthur T. McCann PRES

AFSCME

Date: 2-14-08