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Lincoln Cushing, [lcushing@library.berkeley.edu](mailto:lcushing@library.berkeley.edu)

**IDnum** 40      **Language** English      **Country** United States      **State** NH

**Union** AFT (American Federation of Teachers) AFL-CIO

**Local** AFT/FPE Local #4831, Nashua Public Library Staff Federation

Occupations Represented
Librarians

**Bargaining Agency** City of Nashua, New Hampshire

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 1993      **EndYear** 1996

**Source** <http://www.aft.org/research/models/contracts/fpe/nashua.htm>

**Original\_format** HTML (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

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City of Nashua, New Hampshire and the Nashua Public Library Staff Federation, AFT, FPE, #4831,

## ARTICLE 1 AGREEMENT

Agreement, made and entered into as of the day of , 1993, by and between the City of Nashua, New Hampshire (hereinafter called the "City") and the Nashua Public Library Staff Federation, AFT, FPE, #4831, (hereinafter called the "Union").

## ARTICLE 2 RECOGNITION

The City hereby recognizes the Union as the sole and exclusive representative of the library employees as certified by the PELRB of New Hampshire for all lawful purposes pursuant to New Hampshire RSA 273-A, and agrees to comply therewith in its dealings with the Union.

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

## ARTICLE 3 DISCRIMINATION

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

## ARTICLE 4 UNION DUES

An employee, who is a member of the Union, may execute a written authorization providing that a portion of their salary representing monthly dues be withheld weekly and forwarded to the Union. Upon receiving a properly executive Authorization and Assignment Form from an employee, the Local 4831 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.

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

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

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

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

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

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

## ARTICLE 5 UNION FEES - GRIEVANCES

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

- Grievance Procedure  
Through Step: Fee:  
1 Step One and Two  
2 are handled without charge.  
3 Union Representative at \$35.00/hour not to exceed \$400.00.  
4 Union's share of Arbitrator's bill,

Union's attorney fees or the cost of other attorney arrangements and union representative at \$35.00/hour, not to exceed \$400.00, for the union representative.

ARTICLE 6  
EMPLOYEE RIGHTS

It is agreed that the Board will not:

- 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 7  
MANAGEMENT RIGHTS

Except as otherwise provided for in this agreement, the Board 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 Nashua Library System;
- B. Hire, promote from within, transfer, assign, retain, layoff, and direct employees within the Library System;
- 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 Nashua Library System's operation are to be conducted, as well as to determine

those operations and to assign duties, hours, and responsibilities to its employees accordingly;

- F. Exercise control and discretion over the Library System, its organization, and the technology or lack thereof performing its work;
- G. Determine the standards of selection for employment and the standards of service to be offered by the Nashua Library System;
- 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. This clause is not meant to negate the Union's right to negotiate over changes in wages, hours and working conditions as provided by law. Nothing herein shall be deemed to abrogate the authority of the Board conferred upon it by RSA 202-A, as amended from time to time.

## ARTICLE 8 STRIKES AND WORK STOPPAGES

The Union shall not instigate, sponsor or encourage any activity or action in contravention of the provisions of 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 9 WORK WEEK AND WORK SCHEDULE

- A. The work week shall consist of seven consecutive 24 hour periods beginning on Sunday and ending on Saturday.
- B. The normal work schedule shall consist of forty (40) hours.
- C. Any change in 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

management's authority pursuant to the article entitled "Management Rights" supra.

D. Full-time: Full-time staff members shall work a minimum of 35 hours and a maximum of 40 hours during a five day work week schedule arranged by each department.

1a. Full-time Support Staff: The work week is Monday through Friday or as arranged by each department.

1b. Full-time Public Service Staff: The work week is Monday through Saturday. Public Service staff are required to work no more than two nights per week and alternate Saturday based on departmental need.

2. Regular Part-time Staff: The work week shall ordinarily consist of no more than 32 hours a week.

3. Hourly Part-time Staff: The work week shall consist of no more than 24 hours per week.

Sunday hours, not covered by permanently assigned staff, will be filled on a voluntary rotating basis by staff not permanently assigned to work on Sunday

Beginning at the signing of this agreement, Sunday hours will be offered starting at the beginning of the seniority list and then continuing on a rotating basis.

If no one volunteers, the first eligible employee on the seniority list will be required to work. If the Library Director or designee determine that he/she needs an employee with certain training or experience on a certain Sunday they shall have the option of assigning an employee with those skills. In this case, voluntary rotation within the list will be followed.

If the Board considers staffing the Sunday shift on a permanent basis they shall meet and consult with the Union one month prior to such change to discuss the change. If after discussing the proposed change with the Union, the Board decides to implement the change, it will do so in accordance with the requirements of pertinent law.

**MEALTIME:** Employees are allowed up to one hour unpaid for meals.

**BREAK TIME:** A paid fifteen minute break is given for each four hours of work. Breaks cannot be accumulated and may not be used to shorten the work day or added to the meal period.

**CALL-BACK RIGHTS:** Any employee called back to work on an unscheduled basis after having completed his/her assigned work and having left his/her place of employment and before his/her next regular scheduled starting time, shall be granted time and one half in money or compensatory time at the discretion of the Library Director, for all hours work on call-back. The employee shall be guaranteed a minimum

of two (2) hours for being called back to the library This provision does not apply to split shifts.

## ARTICLE 10 OVERTIME

Overtime must be approved by the Library Director or designee before work is performed. Any hours worked over 40 will be paid at time and one-half in money or time and one-half in Compensatory Time, as determined by the Library Director or designee. Part-time employees will be paid straight time up to 40 hours and time and one-half for any additional hours in either money or compensatory time as determined by the Library Director or designee.

Sunday hours covered by employees not permanently assigned to a Sunday schedule will be paid at time and one half, either in salary or compensatory time as determined by the Director or designee.

Compensatory time for hourly employees will be subject to the requirements of State and Federal law. Compensatory time for salaried employees will be granted upon the employees request, subject to the approval of the Library Director or designee. No such request will be unreasonably denied. Upon separation from service unused compensatory time will be paid to the employee. In the event of the death of an employee, his/her unused compensatory time will be paid to the spouse or estate of the employee.

Overtime, including overtime paid pursuant to paragraph two of this article (line 17), shall be compensated with pay to the extent of available overtime funds, otherwise by compensatory time. If management and the employee mutually agree, overtime may be compensated with compensatory time even if funds are available.

## ARTICLE 11 SENIORITY

Seniority is defined as length of service within the bargaining unit. Seniority shall be determined on a prorata basis.

Pro-rata Basis (Same as longevity)  
40 hour work week 1 year = 1 year  
35 hour work week 1 year = 10.5 months  
30 hour work week 1 year = 9 months  
25 hour work week 1 year = 7.5 months

Service ceased due to resignation, retirement or termination shall cause all accrued seniority to be lost. Employees who are laid off and subsequently rehired under the recall provision shall upon his/her return, be entitled to all previously accrued seniority.

Seniority shall not accrue while an employee is out on unpaid leave. Unpaid leave does not include Workers Compensation leave, during which seniority will accrue. Seniority will cease to accrue on the beginning of the first full month after leave is granted.

The Board shall furnish the Union secretary/treasurer with an up to date Seniority List on a quarterly basis, if requested. The Board will also furnish the names of all new hires, promotions, layoffs and terminations on a monthly basis.

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 with the exception of unpaid leave as outlined above. Seniority is employed for purposes of assigning leave, overtime, layoff and recall as provided in articles pertinent to those subjects.

## ARTICLE 12 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. The process will be carried out in the following order and manner. Any resolution of a grievance, at any step in the process, shall not be inconsistent with the terms of this Agreement.

**STEP I** An employee shall present a verbal grievance with or without the assistance of the Union to their immediate supervisor. The employee may meet with the Supervisor for a maximum of one hour. If the grievance is not settled at the meeting the grievance may proceed to the next step. The employee will be paid at his/her regular rate of pay for time spent in the meeting, if during work hours. The Union shall be notified of the resolution of the grievance in writing within 5 days.

**STEP II** If the employee is not satisfied with the results of Step 1, the grievance shall be set in writing on the attached form.

The grievance must be signed by the employee and Union Representative and presented to the Library Director or designee within fifteen (15) working days after the employee knew or should have known of the occurrence of the circumstances giving rise to the grievance.

The Library Director or designee will be given five (5) working days after the receipt of the grievance to have a meeting with the grieved party and/or with a Union representative and to 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.

STEP III The Union will inform the Board of the grievance, in writing and within ten (10) working days of the Library Director's decision or lack thereof. The Union shall provide the Board with copies of all prior communications. The Board will, at its next regular meeting, or thirty (30) days, whichever comes sooner, meet with a Union Representative designated by the Union, with or without the grieved party. The Board will then communicate a written decision to the Union within ten (10) working days thereafter. If the grievance is not settled to the satisfaction of the Union, or if no reply has been communicated after the ten (10) working days, the grievance may proceed to Step IV.

STEP IV Within thirty (30) working days of the Board decision, or expiration of the decision period, either the Union will have the option of submitting any remaining disagreement over the interpretation or application of a specific provision of the agreement, to be settled by arbitration. The Union shall inform the Board in writing of the decision to arbitrate.

The choice of Arbitrator shall be in agreement of the two parties. However, if no such agreement has been reached within ten (10) working days of the party filing its decision to arbitrate, the grievance may be referred by the Union to the American Arbitration Association for the selection of the arbitrator in accordance with the rules then obtaining, of said Association applicable to labor arbitration. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this agreement. All decisions of the arbitrator shall be binding. The arbitrator shall have no authority to award monetary remedy hereunder other than for lost compensation which would have been otherwise received pursuant to the terms of this agreement.

#### TIME LIMITATIONS

The times for taking action stated above may be extended 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 Library Director, his/her designee or the Board 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 and shall constitute a waiver of the right to further appeal the grievance.

## UNION REPRESENTATION

The Board will allow the grieved party reasonable time to meet with Union representatives for the purpose of discussing the grievance.

## FEES

The fees and expenses charged by the arbitrator or AAA shall be shared equally by the Board and the Union.

## GRIEVANCE BY THE BOARD

The Board shall have the right to present grievances. In the event it does so, it shall notify the Union of the grievance in writing and the procedure to be followed shall be the same as set forth for Steps III above.

## SINGLE FORUM:

It is agreed by the parties that disputes of any character arising out of this agreement, whether grievances as defined herein or matters which could conceivably be within the jurisdiction of the N.H. PELRB, whether grievances or not, shall be brought in only one forum: the PELRB, arbitration pursuant to this article, or a court of competent jurisdiction, and not more than one such forum. Nothing herein is intended to expand the subject matter of what is grievable pursuant to this article, to limit the jurisdiction of the PELRB or a court, or impair any defense that a party may have to any dispute, including the defense that the forum is without jurisdiction to hear the matter for any reason. This provision does not limit either party's right to appeal a decision, to the extent appealable, or to seek to enforce one in a proper forum therefore.

## ARTICLE 13

### JOB POSTING/LAY-OFFS/RECALL

#### POSTING POLICY:

A notice of position vacancy shall be communicated to all library employees. The notice of the position vacancy shall be posted on the Main Library Staff Room bulletin board and on the Chandler Library Staff Bulletin Board for ten (10) working days to allow qualified eligible employees to apply.

The notices will include information on job title, grade, salary/hourly, department, brief description of the usual content, and position qualifications.

All internal candidates applications will be reviewed and all qualified internal candidates will be interviewed. No external applicant will be considered until all qualified internal candidates are interviewed. All internal applicants not selected for

promotional positions shall be notified of the decision in writing prior to the hiring of external applicants.

#### SELECTION OF QUALIFIED CANDIDATES:

The Board, upon the recommendation of the Library Director, shall make the final decision when filling the position. The best qualified candidate shall be selected. The guidelines for filling any open position is based upon the applying employee's ability, qualifications, experience, and work performance.

When qualifications between applicants are relatively equal, seniority will be used to award the position.

#### PROMOTIONAL PROCEDURES:

A promoted employee shall have a performance evaluation completed at least once during the probationary period. Should the employee's performance be unsatisfactory, or should the employee find the job unsatisfactory anytime during the promotional probationary period, the 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 the Library Director.

#### 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 an additional thirty (30) days by the Library Director.

#### RATE OF PAY:

Persons appointed to positions for the first time shall be paid an amount within the established range for the position.

#### LAY-OFF PROVISION:

The Board reserves the right to institute a reduction in force as deemed necessary to conduct its operations.

If the Board is contemplating the reduction in force of any employee it will so notify the employee two (2) weeks before the proposed effective date of the layoff. Such notice will be in writing and will include the proposed time schedule and the reason for the proposed reduction in force.

When making layoff decisions, qualification factors such education and experience, job performance, absenteeism record, and work load 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 in any position for which he/she is qualified, if any.

Severance pay equal to one day's salary for each year of seniority over five years will be paid to any employee who is dismissed due to a layoff.

#### 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 for during said period. Recall will be by seniority providing the recalled employee is qualified for the open position.

The Board shall send notices of other position vacancies to all employees eligible for recall to their last known address.

#### ARTICLE 14 DISTRIBUTION OF THIS AGREEMENT

The City shall be responsible for reproducing copies of this Agreement and distributing one each to every member of the bargaining unit..

#### ARTICLE 15 LEAVES PERSONAL LEAVE:

Full-time and regular part-time employees shall be granted a maximum of 3 days (24 hours) of personal leave with full pay per year for any of the following reasons:

1. Serious illness in the immediate family
2. Special religious observances that fall on days other than legal holidays
3. Personal obligations that can only be resolved during business hours.

Personal leave is drawn from employees sick time account.

Personal leave shall not carry forward from year to year.

Personal leave is taken in hours for hourly employees. Salaried employees may use personal leave in hours and for accounting purposes, once a number of hours equals the employee's regularly scheduled work day, one personal leave day shall be deducted.

## RECOGNITION DAYS:

Full-time employees shall commence earning one (1) paid recognition day per year from the first year of employment based on his/her hiring date, and may start using these days after five (5) continuous years of employment with the Library System.

Employees leaving the Library System shall receive payment for the balance of recognition days accrued in his/her account in a lump sum calculated at the rate of pay in effect on the day of termination.

## SICK TIME:

Every full-time employee is entitled to sick leave with full pay at the rate of 1.375 days per month or 16.5 days per year.

Every regular part-time employee is entitled to sick leave with pay (regular daily schedule) at the rate of 1 day per month or 12 days per year.

For employees hired after July 1, 1994, sick leave will accumulate to a total of sixty (60) working days (regular schedule).

For members of the bargaining unit (employees) on July 1, 1994, sick leave maximum accruals shall be handled as follows:

- a. Accruals shall continue as in the past up to a maximum of 99 days until June 30, 1996.
- b. As of June 30, 1996, no sick days shall accrue to employees having a sick leave balance of 60 or more days and the maximum accrual shall become 60 days for employees having a sick leave balance of 60 or fewer days on that date.
- c. As of June 30, 1996k employees having a sick leave balance in excess of 60 days may make one of the following elections:

I. Retain the excess days and use them in the normal fashion, or

II. Convert the excess days to recognition days at the ratio of three (3) sick days to one (1) recognition day (rounded to the next highest whole number). The conversion may be of any number of sick days, but may not leave the employee with a sick leave balance of fewer than 45 sick days.

For example, if an employee had 99 sick days on June 30, 1996, and wishes to convert all possible days, leaving a balance of 45 sick days, as required, the following conversion results:

39 sick days (99 - 60, the new maximum)

+15 sick days (60 - 45, maximum conversion)

54 sick days

3 (the conversion ratio is 3:1)

18 recognition days result, new sick leave balance is 45.

Sick leave is used for illness or accident of employee, employee's domestic partner or children.

Employees terminating employment because of illness will remain on full salary for the period of accrued sick leave. However said employees may opt to take a lump sum payment of one-half (1/2) their accrued sick leave calculated at the rate of pay in effect on their last day of employment.

Upon retirement an employee shall receive payment for the balance of sick leave accrued in his/her account in a lump sum calculated at the rate of pay in effect on the day of retirement.

Sick leave may be transferred from city departments to the Library when changing jobs, up to the amount of the maximum accrual set forth above.

#### BEREAVEMENT LEAVE:

Every full-time and regular part-time employee shall be entitled to bereavement leave, up to three (3) days per occurrence with full pay.

Death in the employee's immediate family only is covered. The leave may extend from the time of notification of death up to and including the day following burial, but not more than three (3) days. When unusual conditions exist, this period may be extended at the discretion of the Library Director or designee.

The immediate family includes the following relatives of the employee or the employee's domestic partner: the aforementioned domestic partner, children (including step-children, fetuses, miscarriages and still-births), parents, brothers, sisters, grandparents, grandchildren, son or daughter in-law.

For full-time and regular part-time employees, an allowance for the day of the funeral is made for any other blood or maritally related relative with the prior approval of the Library Director. When unusual conditions exist, this period may be extended at the discretion of the Library Director or designee.

Bereavement leave shall be charged to sick leave accumulation.

#### HOLIDAYS:

All full-time and regular part-time employees covered under this agreement shall receive straight time wages for their regularly scheduled hours (not to exceed 8 hours). They shall not be required to work on the following holidays, or any other day declared a federal, state, county or city holiday.

- New Year's Day
- President's Day
- Civil Rights Day
- Memorial Day (Fed)
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- (1) Floating Holiday
- Presidential Election Day

When a holiday falls on a Sunday, the holiday will be observed on the following Monday

When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday

When a holiday falls on an employee's day off, all employees will be paid at their straight time rate for their regularly scheduled daily hours (not to exceed eight (8) hours) or at the discretion of the Library Director, may be given another day off (regular schedule) within twenty (20) work days.

If an employee works on one of the above-referenced holidays, the employee will be compensated as follows:

Voluntary work (by seniority) - The employee shall receive straight time pay for the hours worked and shall receive one personal floating holiday day in lieu of the holiday worked or any other compensation, to be taken within thirty (30) days of the holiday worked.

Assigned work (by reverse seniority) - The employee shall receive one and one-half straight time pay for the hours worked and shall receive one personal floating holiday day in lieu of the holiday worked or any other compensation, to be taken within thirty (30) days of the holiday worked.

## VACATION:

The Board encourages the reasonable use of vacation by employees in order to foster their health and well being.

All employees shall be entitled to vacation leave according to the following schedules:

### Full Time Employees:

After one year of service 2 weeks (one week may be taken after 6 months, if approved by the Library Director or designee).

After five years of service 3 weeks

After ten years of service 4 weeks

### Regular Part-Time Employees:

After one year of service 1 week

After two years of service 2 weeks

Vacation request forms must be filled out by each staff member in advance of his/her vacation to allow for proper scheduling of personnel. Forms must be signed by department supervisors and submitted to the Library Director.

Vacations that exceed three consecutive weeks at one time must have written approval of the Library Director.

Vacations are granted with seniority as the deciding factor when two or more employees request the same time period off and there is a scheduling conflict. Vacation requests may be submitted no earlier than two (2) months prior to the first date of vacation if the seniority provision is to apply.

When an employee leaves the Nashua Library service for any reason he/she is entitled to collect in payment the balance of his/her vacation account accrued up to their date of termination.

### Maximum Accrual:

Unused vacation leave may be retained from year to year and vacation leave shall continue to accrue as provided herein up to a balance equal to four times the amount of vacation leave earned by the employee but not more than sixty days (regular schedule). No vacation leave shall accrue beyond that limit, and any such time not accrued shall be forfeited.

Employees at or over the maximum accrual, at the time of the signing of this Contract, shall not lose any accumulated vacation time and will be given the opportunity to use any accumulated vacation time over the maximum accrual. No employee will lose any accumulated vacation as the result of denial of a pending application for vacation.

ARTICLE 16  
UNPAID LEAVE:

A request for a leave of absence without pay must be submitted in writing to the Library Director. Leaves up to one month may be granted by the Library Director; all leaves exceeding one month, accompanied by the recommendation of the Library Director, must be submitted for approval to the Board.

The Board, upon the recommendation of the Library Director, and in its sole discretion, may grant a maximum of one year leave of absence without pay for personal reasons to any employee.

During an unpaid leave of absence, the City of Nashua shall continue to pay its position of health, dental and life insurance premiums for up to six (6) months. Employees who are on such leave shall continue to pay their portion of the premiums during that period, and thereafter shall pay one hundred percent (100%) of the cost to continue coverage.

Payment of group insurance premiums during an unpaid leave of absence must be arranged in advance with the Human Resource and Insurance Department of the City of Nashua.

The Board shall approve leave in accordance with the provisions of the Family and Medical Leave Act of 1993; however, any such leave shall be taken on a paid leave basis pursuant to the provisions of Article 15 of this Agreement first, with any remaining leave to be taken on an unpaid basis pursuant to the provisions of Article 16 of this Agreement. Family and Medical Leave Act leave shall not exceed three (3) months in any one fiscal year.

ARTICLE 16  
LONGEVITY BONUS PAY

Full-time and regular part-time employees who have been employed by the Library System for ten (10) or more years, on an uninterrupted basis, except by reason of lay-off or approved leave of absence, will receive a longevity payment on or about the employee's anniversary date, for the current calendar year, based on their length of service as of date of hire (anniversary date), as follows:

5 to 9 years of service \$200.00  
10 to 16 years of service \$400.00

17 to 24 years of service \$600.00

Longevity pay to a regular part-time employee who has five years or more of uninterrupted service, and who works at least twenty-five (25) hours per week, shall be pro-rated based on the relationship between the number of hours normally worked and forty hours per week. For example, if an employee is regularly scheduled for thirty (30) hours per week, the longevity payment would be 75% of the above listed amounts. Longevity Bonus Pay shall be paid on a prorated basis when an employee leaves for any reason other than termination, in which case it will be forfeited.

#### ARTICLE 19 JURY DUTY PAY

All employees covered under this agreement who are called upon to serve as a juror or are subpoenaed for court appearances are granted leave with pay, less the compensation received for such service.

#### ARTICLE 20 WORKER'S 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 Workers' 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 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 21  
TUITION REIMBURSEMENT  
REQUIRED PROGRAMS

The Board will grant employees time with pay to attend job related seminars, workshops, courses and conferences that it requires an employee to attend.

The Board will reimburse at 100% the cost of tuition and or fees of said required job related seminars, workshops, courses and conferences plus any other directly related costs such as travel, lodging, meals or other necessary expenses that are incurred.

REQUESTED BY EMPLOYEE

The Board may, at its discretion, grant time with pay to attend job related seminars, workshops, courses and conferences that an employee wishes to attend. Upon request by the employee, the Board may, at its discretion, pay any or all of the following: tuition and/or fees, travel, lodging, meals or other necessary expense

Any such seminars, workshops, courses, and conferences shall be approved in writing in advance by the Library Director or designee in his discretion and subject to available funding as he may determine.

DEGREE PROGRAM:

The Board encourages all employees to pursue a degree at an accredited college/university approved by the Board, when said degree is a requirement for job advancement.

Reimbursement is as follows:

Fifty percent (50%) for courses taken in a degree program.

Students enrolled in a degree program must achieve a "B" or better in a graduate level course to be reimbursed, a "B-" or better in an undergraduate course.

Full-time employees actively pursuing an approved Master's degree on a more than occasional course basis, as determined by the Library Director, shall be granted up to five hours off with pay each week for class attendance and preparation.

Full-time employees actively pursuing a Bachelors degree on a more than occasional course basis, as determined by the Library Director, may be granted up to five hours off with pay each week for class attendance and preparation when classes conflict with the employee's work schedule, in the discretion of the Library Director or designee.

Reimbursement for degree program courses shall be on a first come first served basis and subject to available funding as determined by the Library Director from time to time. In order to be eligible for reimbursement, it must be requested in advance of registration of the course

## ARTICLE 22 LONG TERM DISABILITY (LTD)

Full-time employees covered by this agreement who have been employed by the City for three (3) years 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 sick time balances to cover the elimination period for the long term disability benefit in order to avoid the risk of having to request unpaid leave.

## ARTICLE 23 HEALTH INSURANCE

The City shall provide, upon request of a member of the bargaining unit, the benefits of an individual, two-person or family plan, of one but not more, of the following to the limits set forth in this section:

- a. A federally-qualified Health Maintenance Organization (HMO) with one-million dollar (\$1,000,000) major medical rider; including Matthew Thornton, Harvard Community or Health Source; or a commercially available plan having overall comparability therewith.
- b. Blue Cross/Blue Shield Plan JWM, together with Blue Cross/Blue Shield one-million dollar (\$1,000,000) Major Medical Plan and maternity benefit rider, or a plan providing equivalent benefits underwritten by an insurance carrier other than Blue Cross/Blue Shield.

Any member of the bargaining unit requesting membership in any health plan offered by the city may enter during a specified enrollment period. Any member desiring to select a different plan after having enrolled in one of the above plans may make such selection only once during any one calendar year, during the specified enrollment period.

The Board shall contribute 85% of the cost toward the premiums of the indemnity plan. The Board shall contribute 100% of the cost of the premium of the HMO plans until June 30, 1996, thereafter it shall contribute 95% thereof.

Regular part-time employees are eligible for this benefit on a pro-rata basis. This means, by way of example, that if a part-time employee works 30 hours per week, he/she is eligible to receive 3/4 of the Board's contributive share of his/her premium cost, and the employee pays the balance. The regular part-time employee shall work a minimum of 25 hours per week in order to be eligible for this benefit.

In the event that an employee's spouse is employed by the City of Nashua, the Nashua School District, or another agency of the City, the employee shall be entitled to health insurance premium coverage either pursuant to this article or pursuant to the coverage afforded to the spouse, but not both.

#### ARTICLE 24 DENTAL INSURANCE

The Board shall pay one hundred percent (100%) 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 Board 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.

In the event that an employee's spouse is employed by the City of Nashua, the Nashua School District, or another agency of the City, the employee shall be entitled to dental insurance premium coverage either pursuant to this article or pursuant to the coverage afforded to the spouse, but not both.

#### 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 regular part-time employees, in an amount equal to one and one half (1.5) the employee's annual straight time wages, rounded to the nearest thousand dollars. Employees may purchase at their expense optional life insurance in denominations of up to three times their basic amount to a maximum of three hundred thousand (\$300,000) total, basic and optional combined, subject to any eligibility or other rules prescribed by the insurer. The City reserves the right to change life insurance providers.

#### ARTICLE 26 DEPENDENT CARE ASSISTANT PROGRAM

Employees with dependents may be eligible for the Dependent Care Assistant Program as authorized by the Federal Government. The program allows a city employee up to a \$5000 a year deduction from earnings without taxes (Federal, FICA) to be used for dependent care. The City agrees to maintain this program in effect during this agreement so long as the same remains authorized in its present form by the Internal

Revenue Code. Compliance with the Internal Revenue Code and any and all liability for taxation are the sole responsibility of the employee.

ARTICLE 27  
DEATH BENEFIT

The beneficiary of an employee shall be entitled to collect in payment at the current rate of pay the sum of the employee's vacation, sick and recognition days accrued until date of employee's death. The Library Administrator will provide a form for the employee to designate their beneficiary(s). Change forms will be provided upon request

ARTICLE 28  
PAY PERIOD

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 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/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.

#### ARTICLE 32 MILEAGE REIMBURSEMENT

Employees traveling in their own privately owned vehicle on library business must be reimbursed at the current city mileage reimbursement rate or the current Internal Revenue Service mileage reimbursement rate, whichever is higher.

#### ARTICLE 33 TRAVEL

The Board shall pay all costs related to the travel it requires. Costs 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 minute phone call home each night) and other miscellaneous expenses directly related to the required travel.

#### ARTICLE 34 PERSONNEL FILE

Every employee shall be entitled access to supervisory records and reports of competence, personal character and efficiency, along with all other information maintained in their official personnel file. The Board shall allow the employee access to their file within twenty-four (24) hours notice. Upon request the Board shall copy the file for the employee. Subsequent copies will be made at cost.

#### ARTICLE 35 PERFORMANCE EVALUATION

Performance evaluations shall be completed every two years by the employee's direct supervisor on or about the employee's anniversary date of hire.

The performance evaluation procedure requires an interview between the employee and his/her direct supervisor both of whom shall sign said evaluation. The

employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form.

The purpose of performance evaluations is to analyze employee performance in relation to the mission of the Nashua Public Library. Its goal is to recognize performance and to suggest future areas of improvement. It is understood that performance evaluations are not meant to be disciplinary and as such not meant to be used by the Board, the Director or his designees as part of the Disciplinary Procedure.

The evaluation will be placed in the employee's personnel file after review by the Director or Assistant Director. An evaluation may be appealed directly to the Director or Assistant Director but will not be grievable under Article 12 of this Agreement.

#### ARTICLE 36 PARKING

Parking will be provided free of charge for all employees covered under this agreement

#### ARTICLE 37 BULLETIN BOARDS/MAIL BULLETIN BOARDS:

The Board agrees to provide space for suitable bulletin boards in convenient places in each Library, 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, shall not pertain to individuals, whether union members or not, and shall not be offensive, illegal, or unprofessional. The Union agrees to maintain such bulletin boards in a neat and orderly condition. The Union bulletin board will be in the staff room in the Main Library and in the kitchen in the Chandler Library.

#### MAIL:

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

#### ARTICLE 38 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. Written warnings
  2. Suspensions without pay

### 3. 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 twenty-four (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, and Library Director 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 upon a written request from the employee for such removal and all suspension shall be removed within eighteen (18) months upon written request. The prior unexpired discipline is carried during the period of any subsequent equal or greater discipline and shall be considered in connection with any such subsequent discipline in determining the proper level of disciplinary action, including discharge.
- D. Any discharge shall be effected in a manner consistent with the provisions of RSA 202-A. And this agreement shall be subordinate to the requirements of the statute as amended from time to time. It is understood that if RSA 202-A is amended in a way that changes the disciplinary procedure substantively that the parties to this agreement will meet and negotiate changes to this agreement that will be in compliance with the law.

### ARTICLE 39 SAFETY AND HEALTH

The Library System shall comply with all procedures pertinent to the safety and health of employees provided by New Hampshire RSA 281-A. ARTICLE 40

### WAGES

- A. Fiscal Year 1995. Each member of the bargaining unit shall receive a two percent (2%) increase in his or her annual rate of pay as of July 1, 1994.

Each member of the bargaining unit shall receive an additional two percent (2%) increase in his or her annual rate of pay as of January 1, 1995.

- B. Fiscal Year 1996. Each member of the bargaining unit shall receive a two percent (2%) increase in his or her annual rate of pay as of July 1, 1995.
- C. Each member of the bargaining unit shall receive an additional two percent (2%) increase in his or her annual rate of pay as of January 1, 1996.

#### ARTICLE 41 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 necessary for continued employment.

#### ARTICLE 42 DURATION OF AGREEMENT

The Agreement between the Union and the City shall commence as of January 1, 1993, and terminate at midnight on June 30, 1996. 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.. 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 conduct themselves in accordance with the principle of "status quo," or as otherwise 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 12 day of October , 1994.

FOR THE NASHUA LIBRARY FOR THE AFT LOCAL #4831

BOARD OF TRUSTEES NASHUA PUBLIC LIBRARY STAFF

American Federation of Teachers, AFL•CIO - 555 New Jersey Avenue, NW -  
Washington, DC 20001

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