RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF POLICE COMMISSIONERS AND NASHUA POLICE COMMUNICATION EMPLOYEES N.E.P.B.A. LOCAL 125, I.U.P.A., AFL-CIO FROM JULY 1, 2011 THROUGH JUNE 30, 2016 AND AUTHORIZING RELATED TRANSFERS

CITY OF NASHUA

In the Year Two Thousand and Fourteen

***RESOLVED** by the Board of Aldermen of the City of Nashua* that the cost items of the attached collective bargaining agreement between the Nashua Board of Police Commissioners and the Nashua Police Communication Employees N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO are approved. The collective bargaining agreement covers the period from July 1, 2011 through June 30, 2016.

In addition, this resolution authorizes the transfer of $40,562 from Department 194, Contingency, Account #70150 "Contingency for Negotiations" into Department 150, Police, Account #51900 "Payroll Adjustments" for the purpose of funding FY2015 salary adjustments contained in the agreement.

LEGISLATIVE YEAR 2014

RESOLUTION: R-14-069

PURPOSE: Approving the cost items of a collective bargaining agreement between the Nashua Board of Police Commissioners and Nashua Police Communication Employees N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO from July 1, 2011 through June 30, 2016 and authorizing related transfers

ENDORSER(S): Alderman-at-Large Lori Wilshire

COMMITTEE ASSIGNMENT:

FISCAL NOTE: The cost analysis is attached.

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Police Commissioners and Nashua Police Communication Employees N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO. The Agreement has a term of 5 years, from July 1, 2011 through June 30, 2016. The board of aldermen must vote whether or not to approve the cost items of this contract within thirty (30) days of receipt. RSA 273-A:3 II(c). The resolution also authorizes the transfer of funds from "Contingency for Negotiations" into "Police-Payroll Adjustments" to fund the FY2015 base salary adjustments contained in the collective bargaining agreement.

Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion thereof from one department, fund or agency to another.

NRO § 5-130, H provides that "when proposed legislation to transfer or re-appropriate a particular appropriation or portion thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

Approved as to account number and/or structure, and amount: **Financial Services Division**

By: David G Fredette

Approved as to form: **Office of Corporation Counsel**

By: Dorothy Clerke

Date: September 4, 2014

City of Nashua
Police Communications Contract Analysis

9/2/2014

Line No.	Description	Base	FY12	FY13	FY14	FY15	FY16
1	Number of Employees in Analysis	21	21	21	21	21	21
2	Base Salary Increases		0.0%	0.0%	0.0%	1.0%	0.5%
3							
4							
5	**Total Base Pay**	$ 834,924	$ 834,924	$ 834,924	$ 853,781	$ 880,240	$ 906,848
6	**$ Change over Prior Year (Due to Step Movement & Grid COLAs)**		$ -	$ -	$ 18,857	$ 26,459	$ 26,608
7	**Real Annual % Increase over Prior Year**		0.0%	0.0%	2.3%	3.1%	3.0%
8							
9	**Other Salary Costs**						
10	Overtime	$ 77,000	$ 77,000	$ 77,000	$ 78,739	$ 81,179	$ 83,633
11	Additional Holiday Pay Essential Personnel	27,000	27,000	27,000	27,610	28,465	29,326
12	Educational Benefits	1,200	1,200	1,200	1,200	1,200	1,200
13	**Total Other Salary Costs**	$ 105,200	$ 105,200	$ 105,200	$ 107,549	$ 110,845	$ 114,159
14	**$ Change over Prior Year**		$ -	$ -	$ 2,349	$ 3,296	$ 3,314
15	**Real Annual Increase over Prior Year**		0.0%	0.0%	2.0%	3.1%	3.0%
16							
17	**Total Base Pay and Other Salary Costs**	$ 940,124	$ 940,124	$ 940,124	$ 961,330	$ 991,084	$ 1,021,007
18	**$ Change over Prior Year**		$ -	$ -	$ 21,206	$ 29,754	$ 29,923
19	**% Change over Prior Year**		0.0%	0.0%	2.3%	3.1%	3.0%
20							
21							
22	**Retirement Costs**						
23	Pension (NHRS - 8.80% FY12 &13; 10.77% FY14 & FY15; 13.46% FY16 & FY17)	$ 86,005	$ 82,625	$ 82,625	$ 103,406	$ 106,611	$ 137,291
24	FICA and Medicare	71,828	71,828	71,828	73,450	75,726	78,015
25	**Total Retirement Costs**	$ 157,833	$ 154,453	$ 154,453	$ 176,856	$ 182,337	$ 215,307
26	**$ Change over Prior Year**		$ (3,380)	$ -	$ 22,403	$ 5,481	$ 32,970
27	**% Change over Prior Year**		-2.1%	0.0%	14.5%	3.1%	18.1%
28							
29	**Insurance Benefits Costs:**						
30	Medical Insurance Costs (Increases 11% (FY12); 6% (FY13); 3% (FY14, FY15); 5% (FY16)	$ 214,113	$ 237,665	$ 251,925	$ 259,483	$ 267,267	$ 280,630
31	Less: Employee Contributions (Assumes 10% Contr Rate Increase - 11/1/2014)	(21,411)	(23,767)	(25,193)	(25,948)	(40,090)	(56,126)
32	Less: Plan Design Changes (Assumes 6.8% Savings of Medical Costs - 11/1/2014)	-	-	-	-	(13,631)	(19,083)
33	Subtotal - Medical Costs to City	$ 192,702	$ 213,899	$ 226,733	$ 233,535	$ 213,546	$ 205,421
34	Dental Insurance Costs (Increases 3% FY12-FY16)	15,125	15,579	16,046	16,527	17,022	17,533
35	Life Insurance Costs (Increase based on Real Wage Increases)	1,557	1,557	1,557	1,592	1,642	1,692
36	**Total Insurance Benefits Costs**	$ 209,384	$ 231,035	$ 244,336	$ 251,654	$ 232,210	$ 224,646
37	$ Change over Prior Year		21,651	13,301	7,319	(19,444)	(7,565)
38	% Change over Prior Year		10.3%	5.8%	3.0%	-7.7%	-3.3%
39							
40	**Total Costs**	$ 1,307,341	$ 1,325,612	$ 1,338,913	$ 1,389,840	$ 1,405,631	$ 1,460,959
41	$ Change over Prior Year		$ 18,271	$ 13,301	$ 50,927	$ 15,791	$ 55,328
42	% Change over Prior Year		1.4%	1.0%	3.8%	1.1%	3.9%
43							
44	**Average Annual Total Compensation Package**	$ 62,254	$ 63,124	$ 63,758	$ 66,183	$ 66,935	$ 69,569
45	**Average Annual Increase per Employee**		$ 870	$ 633	$ 2,425	$ 752	$ 2,635
46	**Average Percentage Increase per Employee**		1.4%	1.0%	3.8%	1.1%	3.9%

COLLECTIVE BARGAINING AGREEMENT

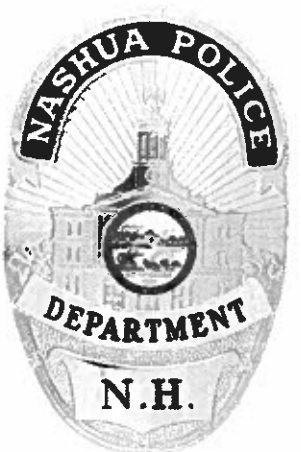
BETWEEN

NASHUA BOARD OF POLICE COMMISSIONERS

AND

NASHUA POLICE COMMUNICATION EMPLOYEES N.E.P.B.A. LOCAL 125, I.U.P.A., AFL-CIO

~~Fiscal Year 2011~~
July 1, 20~~10~~11 - June 30, 20~~11~~16



INDEX

ARTICLE NUMBER	ARTICLE TITLE	PAGE #
1	Preamble	1
2	Recognition	1
3	Definitions	1
4	Stability of Agreement	2
5	Open Shop	2
6	Deduction of Dues	2
7	Employee Rights	3
8	Management Rights	4
9	Strikes and Work Stoppages	5
10	Collective Bargaining Meetings and Contracts	5
11	Shop Steward/Investigation of Issues	5
12	Grievance Procedure	6
13	Vacations	8
14	Holidays	11
15	Uniforms, Dress & Grooming Code	12
16	Insurances:	
	Health Insurance.....	13
	Life Insurance.....	14
	Dental Insurance.....	14
	Short Term Disability Coverage.....	~~15~~16
	Long Term Disability Insurance.....	16
17	Sick Leave	15
18	Bereavement Leave	18
19	Leaves of Absence	19
20	Personal Days	20
21	Exchange of Workdays	20
22	Shift Exchanges	22
23	Wages & Titles	23
24	Work Schedules	29
25	Overtime	29
26	Lunch Time & Coffee Breaks	30
27	Compensatory Time	30
28	Worker's Compensation	31
29	Vacancies	31
30	Work Policies & Regulations	32
31	Retirement System	32
32	Department Seniority	33
33	Layoffs, Recalls, & Elimination of Positions	33
34	Bulletin Board	33
35	Partial Invalidity, Separability, & Compliance with Laws	34
36	Emergency Leave	34
37	Waiver	34
38	Educational Reimbursement, Mandated Training, & Professional Affiliations/ Licensing	35
39	Term of Agreement	36

ARTICLE 1 - PREAMBLE

Pursuant to New Hampshire RSA 273-A, and other applicable laws and statutes, this Agreement has been entered into by the City of Nashua and the Nashua Board of Police Commissioners, hereinafter referred to as the "City" and the "Commission," and the Communications Division employees of the Nashua Police Department as listed under the current PELRB Certification of Representative, hereinafter referred to as the "Union." Both parties agree to be bound by the provisions of this Agreement.

NOTE: All references herein to the masculine gender shall be construed to include the feminine, and all singular to include the plural.

ARTICLE 2 - RECOGNITION

As defined in Article 1 above, the City and the Commission recognize, in accordance with RSA 273-A only, the Nashua Police Communication Employees N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO Union as the sole and exclusive representative for the included Communications Division employees of the Nashua Police Department, excluding probationary employees as defined in Article 3 of this contract, for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment without interfering with public control of governmental functions.

ARTICLE 3 - DEFINITIONS

A. **COMMISSION:** The Nashua Board of Police Commissioners.

B. **CHIEF:** Chief of Police of the Nashua, New Hampshire, Police Department.

C. **DEPARTMENT:** The Nashua, New Hampshire, Police Department.

D. **CITY OF NASHUA:** The City of Nashua, New Hampshire.

E. **EMPLOYEE:** As identified on State of NH, Public Employees Labor Relations Board's Certification of Representative form in accordance with RSA 273-A.

F. **GRIEVANCE:** A written complaint signed by one or more employees and the Union, or the Commission or Department which alleges a violation, misinterpretation or misapplication of any grievable provision of this Agreement.

G. **GRIEVANT**: The person or party filing and signing the grievance.

H. **MANAGEMENT**: The Nashua Board of Police Commissioners, the Chief of Police, the Deputy Chief of Operations, Services Bureau Commanders, or their designee.

I. **PARTIES:** The City/the Commission; the Union.

J. **RESPONDING AUTHORITY:** The person or party to whom the grievance is presented.

K. **UNION**: Nashua Police Communication Employees N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO Union.

L. **PROBATIONARY EMPLOYEE**: An employee who has been hired, recently promoted, or transferred and serving a one-year probationary period.

M. **ESSENTIAL EMPLOYEE/PERSONNEL**: An employee that is essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee.

N. **NON-ESSENTIAL EMPLOYEE/PERSONNEL**: An employee that is not usually essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee; however, this condition may change due to emergencies that could occur.

O. **REGULAR EMPLOYEE**: A full-time employee that has completed a probationary period.

P. **ADMINISTRATIVE BUREAU**: A bureau within the Nashua Police Department responsible for the compensation of Department employees.

Q. **DOMESTIC PARTNER:** Is defined as an individual who had a long-term relationship with an employee; who was living in the same household as the employee at the time of death; and with whom the employee had intent to remain in a long-term relationship.

ARTICLE 4 - STABILITY OF AGREEMENT

No amendment to, modification of, or change in, the terms or provisions of this Agreement shall bind the City and the Commission or the Union unless made and executed in writing and signed by an authorized representative of each party.

ARTICLE 5 - OPEN SHOP

Membership in the Union is not compulsory. Employees may join or not, maintain, or resign membership in the Union at their sole discretion. Nothing in this Agreement shall be construed to require that any employee of the Department join the Union as a condition of being hired or retained in employment.

Neither the Union nor the Commission shall discriminate in favor of, or against, any employee by reason of membership or non-membership in the Union.

The wages and benefits provided under this Agreement shall apply to all employees.

ARTICLE 6 - DEDUCTION OF DUES

An employee, who is or who may become a member of the Union, may execute a written authorization providing that a portion of his wages representing monthly dues be withheld weekly and forwarded to the Union. Upon receiving a properly executed Authorization Form from an employee, the Commission or appropriate designee shall notify the Chief Financial officer or appropriate designee to deduct from wages due, the amount authorized.

Each month, a check for the amount of all dues deducted, along with a current list of members from whose wages dues deductions have been made, shall be transmitted to the Secretary/Treasurer of the Union as follows: **New England P.B.A. Corporate Office, 227 Chelmsford Street, Chelmsford, Massachusetts 01824**. The deduction shall be only in the

amount certified in writing by the President or the Secretary/Treasurer of the Union, as representing monthly dues uniformly required as a condition of acquiring or retaining membership.

An employee who executes such authorization form shall continue to have such deductions made from his wages during the term of the Agreement or until he notifies the Commission or designee in writing, with a copy to the Union, that the Authorization Form is being revoked, and the employee thus withdraws 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. No deductions shall be made if an employee has insufficient wages in any pay period. Neither the Commission nor the City of Nashua shall be responsible for deducting any arrearage in dues owed to the Union by a member. 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 or reduction in force;
4. Revocation by the employee of Dues Authorization.

The Union shall indemnify and save harmless the Commission, the Nashua Police Department, or the City of Nashua from any and all suits and damages arising out of, or in connection with, such dues deductions.

ARTICLE 7 - EMPLOYEE RIGHTS

It is agreed that the City, the Commission, and the Department will not:

A. Dominate or interfere in the formation or administration of the Union;

B. Discriminate in the hire, tenure, or the terms and conditions of employment of employees, for the purpose of encouraging or discouraging membership in the Union;

C. Discharge or otherwise discriminate against any employee because he has filed a complaint, affidavit or petition, or given information or testimony under RSA 273-A;

D. Restrain, coerce, or otherwise interfere with the Union in the exercise of this Agreement;

E. Refuse to negotiate in good faith with the exclusive representative of a bargaining unit, including the failure to submit to the legislative body any cost item agreed upon in negotiations;

F. Invoke a lockout;

G. Fail to comply with RSA 273-A or any rule adopted under the Chapter;

H. To breach a collective bargaining agreement;

I. To make any law or regulation, or to adopt any rule relative to the terms and conditions of employment that would invalidate any portion of an agreement

entered into by the public employer making or adopting such law, regulation, or rule.

ARTICLE 8 - MANAGEMENT RIGHTS

It shall be a prohibited practice for the Union to:

A. Restrain, coerce or otherwise interfere with public employees in the exercise of their rights under RSA 273-A;

B. Restrain, coerce or otherwise interfere with employers in their selection of agents to represent them in collective bargaining negotiations or the settlement of grievances;

C. Cause or attempt to cause an employer to discriminate against an employee in violation of RSA 273-C:6, I (c), or to discriminate against any employee whose membership in an employee organization has been denied or terminated for reasons other than failure to pay membership dues;

D. Refuse to negotiate in good faith with the employer;

E. Engage in a strike or other form of job action during the term of the existing agreement;

F. Breach a collective bargaining agreement;

G. Fail to comply with RSA 273-A or any rule adopted thereunder.

The Commission and its designees shall have, whether exercised or not, all of 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, including, but not limited to, the specific rights to:

A. Control the management and administration of the Nashua Police Department;

B. Hire, promote, transfer, assign, retain, lay off, and direct employees within the Nashua Police Department;

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 Nashua Police Department operations are to be conducted, as well as to determine those operations;

F. Determine the Job Classifications and Compensation based on a system which classifies positions based on the skill, effort, responsibility, and working conditions required;

G. Exercise complete control and discretion over the Nashua Police Department, its organization, and the technology of performing its work;

H. Determine the standards of selection for employment and the standards of service to be offered by the Nashua Police Department;

l. Exercise managerial policy as set forth in RSA 273-A:l, XI, and other pertinent laws.

None of the rights, responsibilities, and prerogatives that are delegated to the Commission by virtue of statute and Charter provisions and ordinances shall be subject to the grievance procedure hereunder. The foregoing Management Rights are set out for purposes of illustration and not limitation; the Commission retains all such rights, powers, and authority not otherwise specifically relinquished, restricted, or modified by the terms of this Agreement, whether exercised or not.

ARTICLE 9 - STRIKES AND WORK STOPPAGES

The Union shall not instigate, sponsor, or encourage any activity or action in contravention of the provisions or intent of this Article.

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 Department or encourage others to do so; or engage, or participate in any other form of job action.

ARTICLE 10 - COLLECTIVE BARGAINING MEETINGS AND CONTRACTS

No more than three (3) representatives of the Union shall be designated to attend collective bargaining meetings with the Commission or its representatives. The designated representatives of the Union shall be given a reasonable opportunity to meet with the Commission or its representatives during working hours unless any of the below conditions exist.

No essential employee shall attend negotiating meetings who is normally scheduled for duty during the time the meeting is being held unless approved previously by the Division Supervisor or designee and coverage is available without causing overtime to the Department. Representatives attending collective bargaining meetings shall attend without loss of pay (if normal work time) and without overtime compensation (if not scheduled to work during the time of the negotiation meeting).

The Commission agrees to make arrangements for and assume the cost of printing this Agreement. The Union agrees to provide a copy of the Agreement to each employee it represents.

ARTICLE 11 - SHOP STEWARD/INVESTIGATION OF ISSUES

Management agrees to recognize one (1) Shop Steward and two (2) Alternate Shop Stewards, and the union agrees to provide management with an updated list of names of the individuals who shall fill these positions.

An off-duty Shop Steward or Alternate Shop Steward shall investigate all situations/issues brought to his attention. Union representatives normally conduct investigations and all other phases of grievance handling during off-duty hours. If the nature of the grievance is such that expedited handling will result in prompt disposition thereof without interference to Department operations, or require the need to hire overtime personnel, or to reassign personnel from outside of headquarters to supply coverage, management, at its discretion, may allow investigation and processing thereof during working time.

If a settlement cannot be reached, the Steward shall report the matter by telephone to the Union Business Agent. If the issue cannot be settled amicably between the parties, the Grievance Procedure shall be followed.

It is understood that time spent by union stewards, witnesses, or a representative of the employee's choice in settling issues, processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and administrative hearings before appropriate authorities shall not be paid for if off duty. Such persons shall only be paid for their regularly scheduled workweek.

ARTICLE 12 - GRIEVANCE PROCEDURE

"***Grievance***" means an alleged violation, misinterpretation, or misapplication with respect to one or more employees, of any provision of this Agreement.

This grievance procedure shall not limit the normal process of discussions between employees and/or the union and management in which minor issues are easily resolved. If settlement occurs between the parties, such discussions shall not be considered "grievances" and, as such, shall not need to be documented. If settlement does not occur between the parties, such discussions, if deemed necessary by the union, shall be considered a "grievance" and shall begin at **STEP 1,** unless otherwise noted below.

A grievance must start at **STEP 1,** unless otherwise noted, and proceed through the procedure at each STEP thereafter until a settlement is reached, or the grievance will be considered as settled on the last answer given. If a grievance is settled in any one of the **STEPS,** it will be considered closed, and the grievance will not be subject to the Grievance Procedure thereafter. If the grievance is not answered within the time limits listed, the grievant may proceed to the next **STEP.**

SECTION A.

STEP 1. An employee having the grievance and the Union will present the grievance in writing to the employee's immediate supervisor within seven (7) calendar days of its occurrence. The supervisor will reply in writing to the grievant within seven (7) calendar days after the grievance is presented. If the grievance is with the employee's immediate supervisor, he may go to STEP 2.

STEP 2. Failing a settlement at **STEP 1,** the grievant may present the grievance in writing to the Services Bureau Commander or his designee within seven (7) calendar days after the reply in **STEP 1.** The Services Bureau Commander or his designee will reply in writing to the grievant within seven (7) calendar days after the grievance is presented in writing. If the grievance is directed at the Services Bureau Commander or his designee, then the grievance may be started at **STEP** 3.

STEP 3. Failing a settlement at **STEP 2,** the grievant may present the grievance to the Deputy Chief in writing within seven (7) calendar days after the reply in **STEP 2.** The Deputy Chief will reply in writing to the grievant within seven (7) calendar days after the grievance is presented. If the Deputy Chief is unavailable for a response, the grievance will go to the next step, STEP 4. If the grievance is directed at the Deputy Chief, then the grievance may be started at **STEP 4.**

STEP 4. Failing a settlement at **STEP** 3, the grievant may present the grievance to the Chief in writing within ten (10) calendar days after the reply in **STEP** 3. The grievant will specify the following:

A. The nature and facts pertaining to the grievance;

B. The nature and extent of injury, loss, or inconvenience;

C. The alleged violation of the Agreement;

D. The basis for dissatisfaction with **STEPS 1, 2,** and **3;**

E. The remedy that is desired;

F. The signature of the grievant.

The Chief will reply to the grievant in writing within ten (10) calendar days after the grievance is presented. If the Chief is unavailable for response, this time period shall be automatically extended until his return or until he has otherwise communicated his response through his designee.

STEP 5. Failing a settlement at **STEP 4**, the grievant may present the grievance to the Commission in writing within ten (10) calendar days after the reply in **STEP 4.** The grievant will provide the same information as in **STEP 4**. The Commission will officially receive all grievances during its regular monthly scheduled meeting. The Commission will reply in writing to the grievant within fifteen (15) working days after the grievance is presented during the Commission's monthly meeting.

STEP 6. Failing a settlement at **STEP 5**, the grievant may present the grievance in writing to the union within thirty (30) working days after the reply in **STEP 5.** If the Union feels that the grievance has merit and that submitting it to arbitration is in the best interest of the Department, the Union may submit the grievance to the Public Employee Labor Relations Board within thirty (30) working days after receiving the grievance from the grievant. Expenses incurred under **STEP 6** will be paid equally by each party.

SECTION B.

The Union may file grievances on its own behalf, on behalf of its members, and if requested, on behalf of non-members; any grievant may be represented at all stages of the Grievance Procedure by himself/herself and by a representative selected and approved by the union, if the grievant desires.

SECTION C - GRIEVANCES AGAINST THE UNION AND/OR MEMBER

The Commission or its designate will have the right to file grievances against the Union and/or a member thereof. The grievance will be presented in writing to the Union and the member, if applicable, within ten (10) calendar days of its occurrence, or when knowledge was obtained that a grievance existed.

The Union will reply within thirty (30) working days after the grievance is presented. Failing a settlement between the Commission or its designates and the Union, the grievance may be presented to the Public Employees Labor Relations Board or the Hillsborough County Superior Court within sixty (60) working days after the reply. Expenses incurred under SECTION C will be paid equally by each party.

SECTION D - GENERAL PROVISIONS

Each grievance will be separately processed under the Grievance Procedure.

The parties recognize that after **STEP 1** of the grievance procedure, additional time may be required by both parties to process the grievance. The parties may agree in writing to extend any of the time limits set forth in any steps of the grievance procedure.

A. In all other circumstances, management's failure to respond within the established time limits shall automatically advance the grievance to the next step.

B. If the Union fails to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.

Union representatives normally shall conduct investigations and all other phases of grievance handling during off-duty hours. If the nature of the grievance is such that expedited handling will result in prompt disposition thereof without interference to Department operations, or require the need to hire overtime personnel, or to reassign personnel from outside of headquarters to supply coverage, management, at its discretion, may allow investigation and processing thereof during working time.

During any step involved in the grievance procedure, the grievant, union representatives, or witnesses for the grievant, shall not be paid overtime for time spent during off-duty hours.

SECTION E.

No party action under **STEP 6** will have any power to award any monetary damages (other than back wages), make any changes in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement. The Department does not have binding arbitration.

ARTICLE 13 – VACATIONS

SECTION I - GENERAL POLICIES

For purposes of this article, full-time employees averaging 37½ hours a week will be considered 40-hour-a-week employees. Accruals and deductions will be based on eight (8) hour days.

The full-time (averages 37½ hours a week or over) anniversary date of continuous Department employment shall be used to calculate a full-time employee's length of service with respect to paid vacation eligibility. Length of service shall be measured from the employee's most recent full-time date of hire with the Department. Vacation time is accrued for any month in which the individual has been employed at least fifteen (15) calendar days, beginning the first of any month. The accrual rate is based upon the years of full-time, continuous Department employment on the fifteenth of every month.

Paid sick leave and absences for jury or military reserve duty are considered time worked for vacation accrual purposes. If a holiday falls during a vacation week, Communications Division personnel will still receive an additional eight hours of holiday pay.

Transfers from Another City Bargaining Unit: If an employee transfers from another City Bargaining Unit (outside of the Department) or other City Department, he shall be paid for all accrued vacation leave by the appropriate City Department and shall not transfer any vacation accruals.

Loss of Accrued Vacation Time: If a probationary employee resigns, is laid-off, or is discharged any time before completing six (6) months of continuous service, he shall lose all accrued vacation time. During an unpaid leave of absence, an employee does not earn any vacation time. If an employee's vacation balance exceeds twice the amount of vacation he would earn in a year, the employee will lose any days beyond this amount.

Payment of Accrued Vacation Pay: Any regular employee who is laid-off, retires, or resigns is entitled to receive accrued vacation pay prorated to the date when active employment ceases. All accrued vacation time shall be paid in a lump sum to the Employee's Estate, if death occurs while employed by the Nashua Police Department.

Requesting Use of Vacation Time:

1. Probationary Personnel: Because of the importance of the Field Training Program for new personnel, employees must complete six (6) months of continuous service before taking any accrued vacation time.

2. Approval of Vacation:

   A. Employees will have the appropriate time accrued before use of vacation time is approved, except as provided in paragraphs "B" and "C" listed below.

   B. An employee may be allowed to take vacation time if it has not yet been accrued if authorized by the Chief of Police, a Deputy Chief, or the Bureau Commander, but limited to a total of 40 hours (5 days) for full-time employees. However, approval of advanced time will be denied if the employee is not able to earn sufficient vacation time to offset the advanced time before the end of the calendar year.

   C. Once advanced vacation is approved, no additional vacation days will be approved until the advanced time is earned.

3. Requests for the use of vacation shall be in 5-day blocks. Vacation block weeks will run from Saturday to Friday, or until 5 vacation days are used. Block weeks take precedence over personal days and individual vacation days.

   A. Block weeks will be chosen by seniority each January 1 of every year. Once a member is advised by a supervisor that it is his turn to pick, the member will have 3 days from the date advised to submit the vacation week request. Members not choosing vacation block weeks during the 3-day limit will result in their choices being bypassed by the next senior member selecting. Once a block week has been selected and approved, the approval is final.

   B. Block weeks requested at a later date for less senior employees on a particular shift shall have their vacation request for block weeks and individual vacation days signed off by all senior employees on the shift before submitting same to the Services Bureau Commander or designee for initial approval. If a senior employee refuses to sign off on a vacation week, the senior employee shall sign and state refused, with the time and date on the form. The vacation request shall be turned in at that time. If the senior employee does not request that vacation week within 1 week from the submittal, the block week shall be approved for the junior employee.

   C. Employees cannot take more than two (2) consecutive work weeks off at any one time, except as approved by the Chief of Police or Deputy Chief of Operations; said time shall not include any combinations of personal days and swaps, etc., beyond two (2) additional days.

4. Employees are allowed to use one day of vacation at a time only upon approval of their Services Bureau Commander or designee. Individual vacation days take precedence over personal days.

5. In written form, the employee is to request the use of vacation time at least two (2) weeks prior to the date of use, unless waived by the Chief of Police or designee.

6. One Communications Division employee per shift, per side (Communications Technician I's and Communications Technician II's represents the Communications side and the Dispatcher and Shift Leader represent the Dispatch side) is approved to be on a block week vacation at any one time. The Services Bureau Commander or designee may authorize an additional Communications Division employee to be on a block week vacation if conditions (potential workloads, manpower requirements, etc.), allow approval.

7. Potential workloads or manpower requirements are considerations of a supervisor before initially approving a block week, other than the two guaranteed block weeks as described in paragraph #6 above, or individual vacation day usage.

8. The approval of vacations is subject to the Grievance Procedure through Step 3, Deputy Chief of Operations level, at which point, the decision shall be final and binding upon the parties.

Final Approval of Vacation Time:

1. Before final approval by the employee's supervisor, the accrual of the necessary vacation time needed must be verified by the appropriate personnel in the Administrative Bureau.

   A. The appropriate form will be completed by the supervisor or employee, and forwarded to the appropriate Administrative Bureau personnel.

   B. After approval, the form will be sent back to the employee's Services Bureau Commander or designee and the employee will be notified.

2. If a conflict arises in the use of vacation time among employees, the Services Bureau Commander or designee will resolve any conflict through the Department seniority date.

3. Once a vacation is approved and the dates are to be changed or canceled by the employee, the employee must reapply. The employee must complete the appropriate form canceling the vacation and the entire process must be reinitiated.

Recall of Vacation: The approved vacation block week or individual vacation day is subject to recall by the Chief of Police or designee for any emergencies (crisis, disaster, or tragedy) that arise. Employees shall be paid time and half of their regular rate of pay for a callback when on vacation and granted an additional vacation day, which may be banked for future use.

SECTION II – ACCRUAL RATE

Full-time Employees covered by this Agreement shall accrue vacation in accordance with the following schedule, and shall be eligible to use accrued vacation after six (6) months of continuous service:

1. LESS THAN 5 YEARS OF CONTINUOUS SERVICE: 11 DAYS PER YEAR: 40-hour a week employees = 88 hours, accrued at the rate of 7.33 hours per month worked

2. 5 YEARS, BUT LESS THAN 10 YEARS OF CONTINUOUS SERVICE: 15 DAYS PER YEAR: 40-hour a week employees = 120 hours, accrued at the rate of 10 hours per month worked

3. 10 YEARS, BUT LESS THAN 15 YEARS OF CONTINUOUS SERVICE: 22 DAYS PER YEAR: 40-hour a week employees = 176 hours, accrued at the rate of 14.66 hours per month worked

4. 15 YEARS, BUT LESS THAN 20 YEARS OF CONTINUOUS SERVICE: 23 DAYS PER YEAR: 40-hour a week employees = 184 hours, accrued at the rate of 15.33 hours per month worked

5. TWENTY YEARS OR MORE OF CONTINUED SERVICE: 27 DAYS PER YEAR: 40-hour a week employees = 216 hours, accrued at the rate of 18 hours per month worked

Additional or new benefits contained in Section II "Accrual Rate" shall not be retroactive in their application and shall commence on July 1, 2008 after this Agreement has received all required approvals.

ARTICLE 14 - HOLIDAYS

For the purposes of this article, a "holiday' means an eight (8) hour day for full-time employees averaging 37 ½ hours a week. After completing the first thirty (30) calendar days of employment, full-time employees will receive a day's pay at their regular straight time rate for the below holidays.

In order to qualify for holiday pay, full-time employees who are off-duty on the day of the holiday, must have worked their last scheduled duty day prior to the holiday and the first scheduled duty day after the holiday, or been absent on authorized leave on either or both of these days. "Authorized leave" is defined as an occupational injury, bereavement leave, vacation or sick leave, jury duty, military reserve or National Guard duty, paid leave, court appearance by subpoena, or other compensatory time off, determined by the employee's supervisor.

Full-time employees are eligible to receive twelve (12) holidays per year. Holidays that fall on Saturday are celebrated on Friday, and ones that fall on Sunday are celebrated on Monday.

Standard Holidays: Nine (9) of the holidays are the same from year to year. The nine standard holidays are:

NEW YEAR'S DAY	FLAG DAY	VETERANS' DAY
CIVIL RIGHTS DAY	INDEPENDENCE DAY	THANKSGIVING
MEMORIAL DAY	LABOR DAY	CHRISTMAS DAY

Floating Holidays: Three (3) holidays are determined by the Board of Police Commissioners or the Chief of Police in January of each year. These replace the traditional Fast Day, President's Day and Columbus Day holidays.

Holiday Pay for Essential Employees: Essential full-time employees are required to work holidays if they fall on their regularly scheduled workday. Essential full-time employees shall receive one day's pay at their regular rate for the above holidays in addition to their regular pay. The Chief of Police or designee shall have the authority to add positions to this list of essential personnel as warranted in order to maintain efficient Department operations. Essential personnel include, but are not limited to:

Shift Leader, Senior Shift Leader, Shift Leader Specialist
Dispatcher Specialist
Dispatcher
Senior Dispatcher
Probationary Dispatcher

Communications Technician Specialist
Communications Technician II
Communications Specialist
Senior Communications Technicians
Communications Technician I
Probationary Communications Technician

ARTICLE 15 - UNIFORMS, DRESS & GROOMING CODE

It is the policy of the Nashua Police Department to provide certain guidelines to insure a professional image in the grooming and dress of its employees. Due to tours and visits from official representatives and public contacts, police headquarters is often open to outsiders. It is the policy of the Nashua Police Department that its employees project a professional image in their grooming and dress.

Civilian Clothing: Male and female members permitted to wear civilian clothing shall conform to standards normally worn by office personnel in professional, private business firms. On Friday through Sunday, employees may elect to wear clothing conforming to the standards of the Department for business casual dress. These requirements apply unless otherwise directed by a supervisor or by Department rules and regulation article(s). It will be at the discretion of the Chief of Police or designee to make a determination of acceptable or non-acceptable attire. This section shall apply to employees who are probational or who have not been issued their uniforms by the Department, or to all employees, should the Chief of Police elect to abolish the uniform requirement.

Uniforms:

1. The Chief of Police may institute the wearing of uniform for Communications Division personnel at any time. Said Uniform Program will be at the Department's expense and is subject to allotment and replacement policies as established by the Department. If uniforms are instituted, Communications Division personnel will not be permitted to wear civilian clothing; therefore, the above language under "Civilian Clothing" will no longer apply except for probationary employees or those who have not yet been issued their uniforms by the Department. There will be an appropriate transition period set aside by the Chief of Police or designee for the conversion from civilian clothing to uniforms.

2. Upon approval by the Chief of Police or designee, damaged or worn uniform clothing will be replaced at the Department's expense upon notice by the employee through an intradepartmental communication. The article of damaged or worn uniform clothing will be presented for inspection to an appropriate supervisor at the time of the request and submission of the intradepartmental communication.

3. The Chief of Police may discontinue the wearing of uniform for Communications Division personnel at any time. If the wearing of civilian clothing is instituted, Communications Division personnel will not be permitted to wear uniforms. There will be an appropriate transition period set aside by the Chief of Police or designee for the conversion from uniforms to civilian clothing.

Grooming: Personal appearances of all male and female employees should be clean and neat. Mustaches, beards, and hairstyles should be neatly trimmed and groomed.

ARTICLE 16 – INSURANCES
MEDICAL & HEALTH INSURANCE

SECTION I – HEALTH INSURANCE

Except as otherwise provided in this Article 16, upon the request of an eligible member of the bargaining unit, the City shall ~~offer~~ provide the premium for an individual, two-person, or family plan ~~coverage under one~~ of one but not more of, the following plans, ~~offered by the City,~~ if available, or a comparable plan if the following plan(s) are not available:

a. Point-of-Service Plan ~~with benefits comparable to those currently provided~~;
b. HMO Plan ~~with benefits comparable to those currently provided~~; or
c. The City may make additional plans available to members with benefit levels and premium cost sharing determined by the City in its sole discretion.

The above listed health care plans shall have the following co-payments:

Medical Visits: Ten Dollars ($10.00)
Hospital Visits: Fifty Dollars ($50.00) (Fee waived if admitted)

~~**EFFECTIVE** July 1, 2008: The City shall contribute 80% premium for option (a) and 90% of the premium for option (b).~~
EFFECTIVE Upon signing: The city shall contribute 70% of the premium of option "a" and 80% of the premium of option "b". All plans offered by the City shall have the following co-pays and deductibles:

a) Twenty Dollars ($20.00) per medical visit;
b) One Hundred Dollars ($100.00) per emergency room visit;
c) Two Hundred Fifty Dollars ($250.00) per person, Five Hundred Dollars ($500.00) per two-person/Family Inpatient/Outpatient Facility Deductible;
d) Three (3) Tier Pharmacy Benefit of $5/15/35 ($5/30/70 mail order).

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers provided the benefits to participants are comparable and the City elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a "comparable" plan to either option "a" or "b", it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure (Article 12), and shall be submitted directly for arbitration no later than thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

For the purposes of this article, a "comparable" plan means: a comparable plan means one that offers the same type of benefits, but benefits do not have to be exactly the same. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals. ~~no additional out-of-pocket increases to employees and no reduction in current benefits and at least 90% of the current physicians, including specialists and hospitals.~~

Restrictions for Newly Hired Employees: After the signing of the Contract: Newly hired employees must sign up for a minimum of one (1) year with plans "b" or "c" and may change to another plan during the normal group re-opening period.

In the event that any 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 his/her spouse, but not both.

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 plan's service area may change plans within a specified period after such move to the extent permitted by the plans.

Eligible members of the bargaining unit shall be defined as full-time employees.

JOINT LABOR/MANAGEMENT COMMITTEE: For the duration of this Agreement, ~~the~~ either party~~ies~~ to the Agreement may request that ~~agree to participate in~~ a joint Labor/Management Committee be convened to consider the performance of the aforementioned 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 these programs for the benefit of the City and its employees.~~

ANNUAL AUDIT: The City of Nashua hereby agrees to conduct a yearly loss ratio analysis of all health insurance plans offered to employees and return all employee overpayments in the form of a Health Insurance Premium Holiday at the completion of the analysis.

SECTION II – LIFE INSURANCE

Full-time employees, averaging 37 ½ hours or more a week, are eligible to participate in the city's group term life insurance benefit. The benefit is equal to one times the annual basic rate of pay of each employee. If an employee elects to participate, the city will pay 100% of the premium cost. This item is not retroactive and shall become effective upon approval of cost items by the Board of Aldermen.

This benefit also provides for optional term life insurance and is 100% employee paid. The benefit amounts are determined by the insurance carrier and the cost of optional coverage is determined by the employee's age.

SECTION III – DENTAL INSURANCE

The Commission shall ensure through the City of Nashua that full-time employees, averaging 37½ hours a week, are provided a 2-person Dental Plan, Coverage A (100%), B (85%) and C (50%), at no cost to the employee, except for single employees who shall receive a 100% paid 1-person Dental Plan. This item is not retroactive and shall become effective upon approval of cost items by the Board of Aldermen.

1. Employees may request a family plan; however, the employee will be responsible for paying any differences in the 2-person plan premium versus the family plan premium through payroll deductions.

2. Any employee requesting initial membership in one of the plans may enter only during a specified enrollment period (group re-opening). Any employee desiring to select a different plan, after having enrolled in one of the plans, may make that selection only once during one (1) calendar year.

SECTION IV – SHORT TERM DISABILITY COVERAGE

The City of Nashua will offer Short Term Disability coverage to all employees covered under this CBA. Participation in this program will be completely optional and funded entirely at the employee's expense.

SECTION ~~VIV~~– LONG TERM DISABILITY COVERAGE

Employees who are covered by this Agreement may be eligible for Long-Term Disability under the City's Long-Term Disability Plan in accordance with the provisions thereof as the same may be amended from time to time. There shall be no cost to the employee for this benefit.

ARTICLE 17 - SICK LEAVE

SECTION I - ACCRUAL RATES

For Employees Hired On or After July 1, 2000: Effective July 1, 2008, full-time employees covered by this Agreement (averaging 37½ hours a week or more) on the active payroll shall accrue: 8 **hours each month or 96 hours (12 days) a year.** All additional and new benefits under this Section shall commence effective July 1, 2008 and after this Agreement has received all required approvals. Prior to June 30, 2008, the benefits contained under this Section in the parties' prior collective bargaining agreement shall be in effect.

For Employees Hired On or After July 1, 2000: Effective July 1, 2014, full-time employees covered by this Agreement (averaging 37 ½ hours a week or more) on the active payroll shall accure: **9 hours each month or 108 hours (13.5 days) per year.**

For Employees Hired on or After July 1, 2000: Effective July 1, 2015, full-time employees covered by this Agreement (averaging 37 ½ hours a week or more) on the active payroll shall accure: **10 hours each month or 120 hours (15 days) per year.**

For Employees Hired Before July 1, 2000: Full-time employees covered by this Agreement (averaging 37½ hours a week or more) on the active payroll covered by this Agreement, shall accumulate at the rate below per calendar month: **10 hours each month or 120 hours (15 days) a year, cumulative to a maximum of 720 hours (90 days).**

SECTION II - ACCRUAL POLICIES

For the purposes of this article, full-time employees averaging 37½ hours a week will be considered 40-hour-a-week employees. Accruals and deductions will be based on eight (8) hour days.

Full-time employees must be employed for at least 15 calendar days, beginning the first of any month, or on approved sick or vacation leave, to accrue sick time for that particular month. A newly hired employee is not entitled to payment for sick leave until completion of six (6) continuous months, and such payments may not be applied retroactively.

Employees must have the appropriate time accrued before use of sick time is approved. At no time shall an employee be paid sick time if it has not yet been accrued. During an unpaid leave of absence, an employee does not accrue any sick time.

Sick leave shall not be considered a privilege which an employee may use at his discretion. It 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, or under the Family Medical Leave Act.

SECTION III - PAYMENTS & MAXIMUM ACCRUALS

Maximum Accruals: Sick leave for full-time employees (averaging 37½ hours a week or more) on the active payroll covered by this Agreement shall accumulate as listed below:

1. **Employees hired July 1, 2000, and After:** Employees are allowed to accrue an unlimited amount of sick leave hours effective July 1, 2000.

2. **Employees hired before July 1, 2000:** Employees are allowed to accrue a maximum of 90 days.

Loss & Reinstatement of Sick Leave: Except in the case of death, accrued sick leave shall be lost if the employee resigns, is discharged, released, or laid off. If an employee leaves employment with the Nashua Police Department, but returns within three (3) years of the date of termination, the employee's sick leave accrued up to the date of termination will be reinstated.

1. **First Offense:** Employees who abuse sick leave shall forfeit 52 hours (6.5 days) for full-time employees averaging 37½ a week of accrued sick leave for a first offense (65% of the normal annual accumulation). (If the entire 52 hours as specified previously cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire 52 hours can be deducted.)

2. **Second Offense:** For full-time employees averaging 37½ hours a week, the employee shall forfeit 60 hours (7.5 days) of accrued sick leave (75% of the normal annual accumulation) for the second offense. (If the entire 60 hours as specified previously cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire 60 hours can be deducted.)

3. **Third Offense:** For the third offense, the employee will be disciplined up to and including dismissal.

Transfers from another Bargaining Unit: Employees who transfer from another bargaining unit (outside of the Department) or from another City Department will be permitted to transfer their sick leave accrual balance to the maximums provided under this Article. Such transferred sick leave accrual balances will be allowable for use as sick leave days under this Article; however, use will not be permitted until the six-month period elapses from the date of hire with the Department.

Death Payments:

1. **Employees hired July 1, 2000, or After:** Accrued sick leave up to 20% of the total amount of sick leave accrued for full-time employees averaging 37½ hours a week will be paid to an employee's surviving spouse, or if no spouse survives, to the surviving children through the administrator of the estate, when an employee

dies while employed by the Nashua Police Department. If no spouse or children survive, the accrued sick leave will be paid to the employee's estate.

2. **Employees hired Before July 1, 2000:** Accrued sick leave up to 720 hours (90 days) for full-time employees averaging 37½ hours a week will be paid to an employee's surviving spouse, or if no spouse survives, to the surviving children through the administrator of the estate, when an employee dies while employed by the Nashua Police Department. If no spouse or children survive, the accrued sick leave will be paid to the employee's estate.

Retirement Payments:

1. **Employees hired July 1, 2000, or After:** Upon retirement under the NH Retirement System, an employee will receive payment for the accrued sick leave balance in his account up to 20% of the total amount of sick leave accrued for full-time employees averaging 37½ hours a week, calculated at the current rate of pay on the day of retirement.

2. **Employees hired Before July 1, 2000:** Upon retirement under the NH Retirement System, an employee will receive payment for the accrued sick leave balance in his account up to 720 hours (90 days) for full-time employees averaging 37½ hours a week, calculated at the current rate of pay on the day of retirement.

SECTION IV - USE OF SICK LEAVE

Physical & Dental Examinations: Employees should not make physical and dental examinations during their tour of duty. If these types of examinations cannot be made during off-duty times, essential personnel must make arrangements with their Services Bureau Commander or designee to assure that coverage is available during their absence from duty. If no coverage is available, the physical and dental examination will be rescheduled when the employee is off duty or when coverage is available.

Sickness for Child or Family Care: In the case of sickness of a spouse or children of the employee necessitating the employee's absence from work under 8 hours, the employee's Services Bureau Commander or designee may grant absence from work with sick pay, if such specific payment is approved by the Commission or the Chief of Police. Absences over eight hours for child or family care shall be in accordance with the Family Medical Leave Act and Department policies.

Absences Deducted from Sick Leave: All absences from work or absences during an employee's tour of duty due to illness, disability, physical/dental examinations or other sickness prevention measures shall be deducted from the non-exempt employee's accumulated sick leave by actual hours missed. Employees may make up the entire time, limited to two hours, in lieu of sick leave deductions as approved by their Services Bureau Commander or designee; however, such time shall be made up within two weeks or a sick leave deduction shall be made for the time used. Any instances of sick time used over the two-hour limit (the entire time), shall be automatically deducted from the employee's sick leave accrual balance.

1. The Commission reserves the right to verify all claims for paid sick leave. This includes the right to require the employee to submit a physician's statement verifying the need for the use of the sick leave, irrespective of the number of sick hours taken.

2. All employees who leave their tour of duty must complete NPD Form #710, "Documentation of Time Not Worked."

A. This form will be signed by the employee's Services Bureau Commander or designee approving the time to be missed.

B. The actual hours missed (rounded off to the nearest half hour) shall be clearly listed in order to deduct the correct amount from sick accruals.

C. The form will be forwarded to the Administrative Bureau.

Notification of Sick Leave: Employees are to make arrangements to notify headquarters daily and at least one (1) hour before their normal scheduled duty time of their intention to be on sick leave.

Use of Leave Time: Employees shall complete the appropriate Department form as required by Department policy when utilizing sick leave.

Doctor's Slip Required: Notwithstanding the frequency, in all cases a doctor's slip is required within five (5) days after returning to work for employees taking three or more successive sick days. Slips will be directed to the Services Bureau Commander or designee.

SECTION V - SICK LEAVE BANK

All non-probationary full-time employees covered under this Agreement shall maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave accrual balances. A Sick Leave Bank Committee appointed by the Union shall establish the rules, standards, and procedures of the Sick Leave Bank. Said rules, standards, and procedures shall be provided to and approved by the Chief of Police before implementation and operation of the Sick Leave Bank by the Union. Once the rules, standards, and procedures have been approved, the Sick Leave Bank usage shall not be subject to the grievance procedure.

ARTICLE 18 - BEREAVEMENT LEAVE

Definitions: For the purposes of this Article:

A. The term "*bereavement leave*" means "*a leave of absence granted to an employee upon a death occurring in the employee's Immediate Family.*"

B. The Chief's "*designee*" is the Deputy Chief of Operations or the Bureau Commander. In the absence of the Deputy Chief of Operations or the Bureau Commander, the Chief's designee may be the Divisional Supervisor.

Purpose of Bereavement Leave: The purpose of Bereavement Leave is to give the necessary time to employees to handle personal affairs or to attend a funeral due a death in the immediate family. An employee has up to three consecutive days available to him; and, depending upon the relationship, may elect to take one day, two days, or the three days for each occurrence. An employee should not automatically take three days for each incident. An employee also has other leave available if the time period needs to be extended. The employee should work with his supervisor for the time needed.

Bereavement Leave Policies: Up to a maximum of three consecutive (3) days leave, beginning the day after the notification of the death, per occurrence in any fiscal year shall be permitted to a regular full-time employee (averaging 37 ½ hours a week) for a death of a member of the immediate family of an employee. In the event of the death of an employee's spouse, parent or child, bereavement leave shall consist of four (4) consecutive days leave. If for reasons which

would require out-of-state travel to the funeral services or due to the actual date of the funeral services, the Chief of Police or designee may allow a delay in the commencement of the three consecutive bereavement leave days. At the discretion of the Chief of Police or Deputy Chief of Operations, the three consecutive days may be broken up between the initial notification and the actual day of the funeral services.

Employees on authorized leave: Employees on normal day off, on vacation leave, or other authorized absence shall not be eligible for payment for bereavement leave during such time off. The appropriate NPD Form shall be completed for all usages of bereavement leave.

Immediate Family Defined: The immediate family includes the employee's spouse and the following relatives of the employee and employee's spouse: Children, Step-Children, Brother, Step-Brother, Sister, Step-Sister, Parents, Step-Parents, Grandparents, Grandchildren, Step-Grandchildren, Daughter-in-Law, Son-in-Law, or Ward/Relative living in the home. The immediate family may also include an employee's domestic partner and immediate family of an employee's domestic partner: Children, Step-Children, Brother, Step-Brother, Sister, Step-Sister, Parents, Step-Parents, Grandparents, Grandchildren, or Ward/Relative living in the home. However, management reserves the right to determine the circumstances under which a "domestic partner" and "immediate family of a domestic partner," as defined under, "**Article 3 – "Definitions,**" qualifies under this Article.

Disputes: Disputes concerning Bereavement Leave shall be subject to the Grievance Procedure through STEP 4 (Chief's level), at which point, the decision shall be final and binding upon the parties.

ARTICLE 19 - LEAVES OF ABSENCE

Military Leave of Absence:

If a regular full-time employee must leave City employment to enter directly into active service in the armed forces of the United States involuntarily, he shall be granted a military leave of absence for the anticipated length of such service. The employee will be allowed seniority credit for the time spent in the armed forces.

The employee is entitled to reinstatement to the position he held or one of like status and pay if a vacancy is open within the city, provided that the employee accepts release from active service at the earliest possible date and request reinstatement within ninety (90) days after release.

If a regular full-time employee is called to serve not more than a seventeen-day annual training tour of duty with the National Guard or Armed Forces Reserve, he shall be paid the difference between his pay for such government service and the amount of straight time earnings lost by him by reason of such service, if any, based on the employee's regularly scheduled straight time rate. Such payments shall be made following the showing of satisfactory evidence of the amount of pay received for such service. The employee will continue accrual of sick and vacation time during this time and shall not lose any benefits.

If a regular full-time employee is called into active duty with the National Guard or Armed Forces Reserve for more than 17 days, he shall not be paid the difference between his pay for such government service and the amount of regular straight time earnings. The employee may request payment of his sick and vacation accrual balances (subject to accumulation restrictions) or these accruals may remain as balances until he returns to city employment. He shall not accrue sick and vacation time during the military leave of absence and his benefits will be as indicated below:

A. More than 17 days, less than 6 months.....Full benefits

B. More than 6 months:

1. No benefits;

2. Allowed seniority credit for the time spent in the armed forces;

3. Insurance benefits available under COBRA provisions.

Leaves of Absence (Family Medical Leave Act): Leaves of absence requested under the Family Medical Leave Act shall conform to the Federal Laws and Department policies. (Cite the General Order in the Department's Rules & Regulations Manual for additional language.) If the member can meet the eligibility requirements as set by the City's disability income plan, he may apply for the Long Term Disability benefit. (Cite Article #16.) If the Department's operations are affected due to the length of the unpaid leave of absence and a medical authority cannot determine when the employee is able to work, it shall be the Chief's of Police discretion to hire a temporary or regular replacement. If the employee is able to recover from the disability during the limitation period of the long-term disability benefit and the Commission is satisfied with the recovery, he will have preference over applicants outside the City to apply for any position within the City that he is qualified for. If the employee cannot recover during the limitation period as described above, the employee shall be terminated.

ARTICLE 20 – PERSONAL DAYS

Definitions: For the purpose of this Article the words "personal day" means a day (8 hours for full-time employees averaging 37 ½ hours a week), when an employee is excused from active duty for personal reasons. Personal days will be deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive a personal day unless the employee opts to take an available accrued vacation day.

A regular full-time employee (averaging 37 ½ hours a week) may use 4 days of sick leave during a calendar year for personal leave. Personal days may not be used consecutively.

All additional and new benefits under this Section shall commence effective July 1, 2008 and after this Agreement has received all required approvals. Prior to June 30, 2008, the benefits contained under this Section in the parties' prior collective bargaining agreement shall be in effect.

Approval of Personal Leave: Personal days must be approved by the employee's supervisor not more than fifteen (15) days, nor less than five (5) days, prior to the date of such personal day, except in an emergency and waived by the Services Bureau Commander or designee. If approved, the appropriate form will be completed by the supervisor or employee. The form will be forwarded to the Administration Bureau. Except in cases of emergency, the slip will be approved/disapproved (pending the availability of personal days), and the employee will be notified by the Services Bureau Commander or designee of its approval or disapproval.

Provisions: A personal day's approval is subject to potential workloads, manpower requirements, and any possibility of an emergency situation as determined by the Chief of Police or designee. Once a personal day is approved and the date is to be changed or canceled by the employee, the employee must reapply. The approved personal day is subject to recall by the Chief or designee due to potential workloads, manpower requirements, and any emergencies that may arise. Employees shall be paid time and one half of their regular rate of pay for a callback of a personal day and granted an additional personal day which may be banked for future use during the calendar year.

Disputes: Disputes concerning personal days shall follow the Grievance Procedure through STEP 4, at which point, the decision shall be final and binding upon the parties.

ARTICLE 21 - EXCHANGE OF WORKDAYS (SWAPS)

For the purposes of this Article, the words "*Exchange of Workdays*" means "*an eight (8) hour tour of duty*" for full-time employees averaging 37½ hours or more a week and such exchange shall be for each other's position's duties, unless otherwise approved by the Chief of Police or his designee.

A. Exchanges of workdays are limited:

1. To individuals who hold the same position in a particular division/bureau or have been cross-trained to adequately cover the other position as determined and approved by their Services Bureau Commander or designee; and

2. Have completed their training period as designated by the Services Bureau Commander or designee.

B. All swaps must be approved in advance by the Services Bureau Commander or designee. Denials of swaps are based on any policies contained within this Article.

C. The number of swaps allowed shall be limited to ten per quarter. The employee requesting a swap will have that swap counted against his/her quarterly limit.

D. Swaps shall not interfere with normal operations, training, or cause the need to hire overtime.

E. Written advanced notice signed by both employees involved in the exchange must be given to the Chief or his designee four days prior to each exchange of workday desired. (The four-day notice period may be waived at the discretion of the Chief or his designee.)

F. All swaps will indicate a date to be paid back within a 6-month period and that payback date shall not change.

G. Swaps may result in any employee working consecutive shifts or working a total of 16 hours in one work day; however, the following policies apply:

1. The Services Bureau Commander or designee may deny a 16-hour shift in one day; however, the reason for the denial shall be provided to the employees involved in the swap. Said decision is subject to the grievance procedure as specified below under this Article.

2. Following any 16-hour block worked an employee shall have at least 8 hours off duty.

~~2. If an employee works two consecutive shifts or a total of 16 hours in one work day, one 8-hour block shall be limited to a swap and the other 8-hour block shall be limited to regular hours worked including overtime.~~

~~3. Employees shall not work two consecutive 16-hour blocks.~~

H. If an employee involved in an exchange calls in sick on the exchange day, that employee shall lose eight (8) hours of sick leave;

I. No additional swaps will be allowed for the original swap date;

J. An employee paying back a swap will be eligible to receive a personal day or vacation day for the original swap date, but must follow the normal approval process for the day off.

Disputes concerning Exchange of Workdays shall follow the Grievance Procedure through STEP 4, at which point the decision shall be final and binding upon the parties.

ARTICLE 22 - SHIFT EXCHANGES

For the purposes of this Article, the word "*shift exchange*" means, "*a long-term swap of shifts between employees." A "long-term swap" is defined as a specific period of time such as a week, month, etc.*

With prior approval and at the sole discretion of the Chief or his designee, employees may exchange shifts if both employees involved agree; provided that:

A. Written advanced notice signed by both employees involved, including the reasons for the exchange, will be given to the Chief or his designee two (2) weeks prior to each exchange of shift desired; however, the two- (2) week notice period may be waived at the discretion of the Chief of Police or his designee.

B. Both employees have the same position or have been cross-trained to adequately cover the other position as determined and approved by their Services Bureau Commander or supervisor.

C. Both employees have completed their training period as determined by the Services Bureau Commander or designee.

D. No more than two (2) shift exchanges involving four (4) employees shall be allowed at any one (1) time;

E. Both employees agree to swap day-off groups of each other and shall not be eligible to receive compensatory time off due to the change of days off or to receive overtime;

F. Employees may work two consecutive shifts in one work day; however, the following policies apply:

1. The Services Bureau Commander or designee may deny a 16-hour shift in one day; however the reason for the denial shall be provided to the employees involved in the shift exchange. Said decision is subject to the grievance procedure as specified below under this Article.

2. Following any 16-hour block worked an employee shall have at least 8 hours off duty.

~~2. If an employee works two consecutive shifts or a total of 16 hours in one day, one 8-hour block shall be limited to a shift exchange and the other 8-hour block shall be limited to regular hours worked including overtime.~~

~~3. Employees shall not work two consecutive 16-hour blocks.~~

Disputes concerning Shift Exchanges shall follow the Grievance Procedure through Step 4, at which point the decision shall be final and binding upon the parties.

ARTICLE 23 – WAGES & TITLES

Averaging of Work Weeks:

1. All employees shall be paid the annual rate divided by 52 weeks, whether on a 4 & 2 Schedule or a 5 & 2 Schedule.

2. Employees on a 4 & 2 Schedule will have their weekly wages and hours averaged. Therefore, employees on a 4 & 2 Schedule will be paid the same weekly wage whether it is for a 40-hour or 32-hour week.

40-Hour/Week Employees: For purposes of accruals, deductions, and wages, employees on either a 5 & 2 Schedule or a 4 & 2 Schedule shall be considered a 40-hour/week employee, working 8-hour days. (Example: If an employee makes $20,000 a year, they will receive $384.62 a week or $ 9.6155 an hour.)

Step Increases: If step increases are granted, employees who are hired between July 1st and December 31st shall be eligible for step increases the following July 1st. Employees hired between January 1st and June 30th shall not be eligible for a step increase until July 1st of the following calendar year. Only employees who are active employees on or after the date of signing this collective bargaining agreement are eligible to receive step increases.

Fiscal Year 2011~~12~~ (July 1, 2010~~11~~ to June 30, 2011~~12~~: Effective July 1, 2011, there will be no increase (0%) in wages. ~~upon the ratification and signing of the contract by the parties,~~ ~~p~~Personnel currently employed by the Department shall remain at their present step on the payroll grade and step grid (Schedule A) ~~move to the next Step as listed below under Schedule A~~ for the appropriate fiscal years ~~as~~ listed below under Schedule A. Employees who are at the last ~~S~~step (Step 18) on Schedule A as of June 30, 2010~~11~~, shall receive no~~a~~ salary increase (0%) ~~equal to 2% of~~ to their salary for the 2010~~11~~ fiscal year. ~~Only personnel currently employed by the department shall be entitled to any retroactive payments due under the terms of this Article.~~

Fiscal Year 2013 (July 1, 2012 to June 30, 2013): Effective July 1, 2012, there will be no increase (0%) in wages. Personnel currently employed by the Department shall remain at their present step on the payroll grade and step grid (Schedule A) for the appropriate fiscal years listed below under Schedule A. No increase (0%) of salary for those who are off the grid for the 2012 fiscal year.

Fiscal Year 2014 (July 1, 2013 to June 30, 2014): Effective July 1, 2013, there will be no increase (0%) increases in wages added to the payroll grade and step grid by the City except Shift Leaders shall have a 1% increase added to the payroll wage and step grid by the City. Personnel currently employed by the Department shall move one (1) step on the payroll grade and step grid (Schedule A) for the appropriate fiscal year as listed below under Schedule A. Employees who are at the last step (Step 18) on Schedule A as of June 30, 2013, shall receive a salary increase equal to 2% of their salary for the 2013 fiscal year.

Fiscal Year 2015 (July 1, 2014 to June 30, 2015: Effective July 1, 2014, there will be a 1% increase added to the payroll grade and step grid by the City for all personnel except Shift Leaders shall have a 2% increase added to the payroll wage and step grid by the City. Personnel currently employees by the Department shall move one (1) step on the payroll grade and step grid (Schedule B) for the appropriate fiscal year as listed below under Schedule B. Employees who are at the last step (Step 18) on Schedule B as of June 30, 2014, shall receive a salary increase to 3% of their salary for the 2014 fiscal year.

Fiscal Year 2016 (July 1, 2015 to June 30, 2016): Effective July 1, 2015, there will be a .5% increase added to the payroll grade and step grid by the City for all personnel except Shift Leaders. Shitf Leaders shall receive a 1.5% wage increase added to the payroll grade and step grid. Personnel currently employed by the Department shall move one (1) step on the payroll grade and step grid (Schedule B) for the appropriate fiscal year as listed below under Schedule B. Employees who are at the last step (Step 18) on Schedule B as of June 30, 2014, shall receive a salary increase equal to 2.5% of their salary for the 2014 fiscal year.

Only personnel currently employed by the Department shall be entitled to any retroactive payments due under the terms of this Article.

~~**Cost of Living: Fiscal Year 2011 (July 1, 2010 to June 30, 2011: Eligible employees, who receive a satisfactory job evaluation on June 30, 2010 shall receive a .5% cost of living adjustment on July 1, 2010.**~~

Shift Leaders: Shift Leader positions shall be available, one per shift, and current employees may bid for the position of Shift Leader. Such positions shall be awarded based on evaluations, training, experience, demonstrated capabilities, attendance, and seniority. Once employees are moved in the positions of Shift Leaders, they shall move to the appropriate wage Sstep as listed below under Schedule A. When employees are awarded the position of Shift Leader, Management reserves the right to choose the step to place the employee. The step must be a minimum of $3,000 above the employee's current annual wage.

Step Increases Based on Evaluations: Step increases are given based on evaluations in which employees meet or exceed standards. Step increases shall not be subject to the Grievance Procedure.

Completion of Probationary Period: At the successful completion of the probationary period, the employee will be moved on the grade and step grid to Communications Technician I - Step Two or Dispatcher –Step Two.

Moving Between Position Classifications:

1. From Communications Technician I to Communications Technician II: When Communications Technician I's are transferred to the position of Communications Technician II, in order to determine the new wage step, the following procedure will be used: Under Schedule A for the proper Fiscal Year, the employee shall move to their current step under the new job classification.

2. From Communications Technician I and II to Dispatcher: When Communications Technicians are transferred to the position of Dispatcher, in order to determine the new wage step, the following procedure will be used: Under Schedule A for the appropriate Fiscal Year, the employee shall move to their current step under the new job classification.

3. From Dispatcher to Communications Technician I: When Dispatchers are transferred to the position of Communications Technician I or II, the employee shall move to the appropriate wage step under Schedule A for the proper Fiscal

Year, the employee shall move to their current step under the new job classification.

4. From Shift Leader to Dispatcher: When Shift Leaders are transferred to the position of Dispatcher, the employee shall move to the appropriate wage step under Schedule A for the Proper Fiscal year, as if the employee never left the original position of Dispatcher.

5. From Shift Leader to Communications I and II: When Shift Leaders are transferred to the position of Communications I or II, the employee shall move to the appropriate wage step under Schedule A for the Proper Fiscal year, as if the employee was originally hired as a Communications I or II.

Dispatcher Training Program:

1. Wage steps for those employees participating in the Dispatcher Training Program shall be determined consistent with the language contained above in "Moving Between Position Classifications".

2. If any employees cannot successfully complete the Dispatcher Training Program and there are open positions in their original position classification, they shall return to their original position classification and their appropriate wage step shall be determined and consistent with the language contained above in "Moving Between Position Classifications". Their department seniority for their previous position shall not be affected.

3. After a 6-month period has elapsed, employees, who had not successfully completed the Dispatcher Training Program, may request through their Bureau Commander or designee the chance to participate in the Dispatcher Training Program again pending the availability of vacancies at the time. The Bureau Commander or designee retains the right to either allow or disallow the request.

Experienced Communications Division Personnel – New Hires:
When new employees are hired for the positions of Communications Technician I, Communications Technician II, and Dispatcher and possess training and/or experience or a combination thereof, Management reserves the right to start the new employee up to Step 5 in Schedule A based on the actual or pertinent experience and/or training.

3/25/2014

Police Department Communications

FY11 - July 1, 2010	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	31,816																	
Communications Technician I		32,453	33,102	33,764	35,128	35,830	36,547	37,278	38,024	39,560	40,351	41,158	41,981	42,821	44,551	45,442	46,351	47,278
Communications Technician II	34,263	34,949	35,648	36,361	37,829	38,586	39,358	40,145	40,948	42,602	43,454	44,323	45,210	46,114	47,977	48,936	49,915	50,913
Shift Leader	48,187	48,669	49,156	49,647	50,645	51,152	51,663	52,180	52,702	53,761	54,298	54,841	55,390	55,944	57,068	57,639	58,215	58,797
Probationary Dispatcher	36,711																	
Dispatcher		37,446	38,194	38,958	40,532	41,343	42,170	43,013	43,873	45,646	46,559	47,490	48,440	49,409	51,405	52,433	53,481	54,551

FY12 - July 1, 2011	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	31,816																	
Communications Technician I		32,453	33,102	33,764	35,128	35,830	36,547	37,278	38,024	39,560	40,351	41,158	41,981	42,821	44,551	45,442	46,351	47,278
Communications Technician II	34,263	34,949	35,648	36,361	37,829	38,586	39,358	40,145	40,948	42,602	43,454	44,323	45,210	46,114	47,977	48,936	49,915	50,913
Shift Leader	48,187	48,669	49,156	49,647	50,645	51,152	51,663	52,180	52,702	53,761	54,298	54,841	55,390	55,944	57,068	57,639	58,215	58,797
Probationary Dispatcher	36,711																	
Dispatcher		37,446	38,194	38,958	40,532	41,343	42,170	43,013	43,873	45,646	46,559	47,490	48,440	49,409	51,405	52,433	53,481	54,551

FY2012 Increase 0.0%

FY13 - July 1, 2012	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	31,816																	
Communications Technician I		32,453	33,102	33,764	35,128	35,830	36,547	37,278	38,024	39,560	40,351	41,158	41,981	42,821	44,551	45,442	46,351	47,278
Communications Technician II	34,263	34,949	35,648	36,361	37,829	38,586	39,358	40,145	40,948	42,602	43,454	44,323	45,210	46,114	47,977	48,936	49,915	50,913
Shift Leader	48,187	48,669	49,156	49,647	50,645	51,152	51,663	52,180	52,702	53,761	54,298	54,841	55,390	55,944	57,068	57,639	58,215	58,797
Probationary Dispatcher	36,711																	
Dispatcher		37,446	38,194	38,958	40,532	41,343	42,170	43,013	43,873	45,646	46,559	47,490	48,440	49,409	51,405	52,433	53,481	54,551

FY2013 Increase 0.0%

FY14 - July 1, 2013	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	31,816																	
Communications Technician I		32,453	33,102	33,764	35,128	35,830	36,547	37,278	38,024	39,560	40,351	41,158	41,981	42,821	44,551	45,442	46,351	47,278
Communications Technician II	34,263	34,949	35,648	36,361	37,829	38,586	39,358	40,145	40,948	42,602	43,454	44,323	45,210	46,114	47,977	48,936	49,915	50,913
Shift Leader	48,187	48,669	49,156	49,647	50,645	51,152	51,663	52,180	52,702	53,761	54,298	54,841	55,390	55,944	57,068	57,639	58,215	58,797
Probationary Dispatcher	36,711																	
Dispatcher		37,446	38,194	38,958	40,532	41,343	42,170	43,013	43,873	45,646	46,559	47,490	48,440	49,409	51,405	52,433	53,481	54,551

FY2014 Increase 0.0%

FY15 - July 1, 2014	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	32,134																	
Communications Technician I		32,778	33,433	34,102	35,479	36,188	36,912	37,651	38,404	39,956	40,755	41,570	42,401	43,249	44,997	45,896	46,815	47,751
Communications Technician II	34,606	35,298	36,004	36,725	38,207	38,972	39,752	40,546	41,357	43,028	43,889	44,766	45,662	46,575	48,457	49,425	50,414	51,422
Shift Leader	48,669	49,156	49,648	50,143	51,151	51,664	52,180	52,702	53,229	54,299	54,841	55,389	55,944	56,503	57,639	58,215	58,797	59,385
Probationary Dispatcher	37,078																	
Dispatcher		37,820	38,576	39,348	40,937	41,756	42,592	43,443	44,312	46,102	47,025	47,965	48,924	49,903	51,919	52,957	54,016	55,097

FY2015 Increase 1.0%

FY16 - July 1, 2015	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	32,295																	
Communications Technician I		32,941	33,600	34,272	35,657	36,369	37,097	37,839	38,596	40,155	40,958	41,777	42,613	43,465	45,221	46,126	47,049	47,990
Communications Technician II	34,779	35,475	36,185	36,908	38,398	39,167	39,950	40,749	41,564	43,243	44,108	44,990	45,890	46,808	48,699	49,672	50,666	51,679
Shift Leader	48,912	49,401	49,896	50,394	51,407	51,922	52,441	52,965	53,495	54,570	55,115	55,666	56,224	56,786	57,927	58,506	59,091	59,682
Probationary Dispatcher	37,264																	
Dispatcher		38,010	38,769	39,544	41,142	41,965	42,805	43,660	44,533	46,333	47,260	48,205	49,169	50,153	52,179	53,222	54,286	55,372

FY2016 Increase 0.5%

ARTICLE 24 - WORK SCHEDULES

Schedules/Assignments:
Daily and weekly work schedules and shift assignments shall be based on the operating requirements and budgetary allotments of the Department and are subject to change at any time. The following work schedule is currently in effect:

4 & 2 Schedule: Four-Days On, Two Days Off, with assigned day off groups. The 4 & 2 Schedule has employees working 32- and 40-hour workweeks.

The Department shall have the exclusive right to make the necessary changes and shall make every attempt to notify affected employees in advance whenever possible. An individual employee's work schedule shall be determined by the Chief of Police or designee. Employees shall report to work promptly at starting time and devote their entire efforts to Department business during scheduled working hours.

The workweek shall consist of seven consecutive days, beginning Sunday through Saturday. Essential personnel are assigned to report at specific times during a particular shift on a 24-hour period.

Attendance:
The effectiveness and efficiency of the Communications Division of the Nashua Police Department require that employees report promptly for duty. Unapproved or unexcused absences or tardiness is unacceptable and will result in appropriate disciplinary action.

Essential Personnel:
Essential personnel may be called in to provide coverage due to emergencies on their normal days off or to work additional shifts. If ordered to do so, essential personnel shall report to work and shall receive overtime (time and one-half rate) as outlined in the Article #25, "Overtime."

The Chief of Police or designee may change the above work schedules at any time.

ARTICLE 25 - OVERTIME

Employees on either a 5 & 2 Work Schedule or a 4 & 2 Work Schedule shall be paid the same annual wage as outlined under Article 23 - "Wages & Titles."

Non-exempt, full-time employees (averaging 37 1/2 hours a week or more) will receive time and one-half their regular rate of pay for all time worked beyond eight (8) hours in any day.

Overtime will be submitted during the week it was worked or no more than one (1) pay week (Sunday through Saturday), after the date worked.

Called in from Home: If a non-exempt employee gets called in from home to work, he shall receive at least a 3-hour minimum in overtime pay. If the 3-hour minimum overlaps with regular duty time, additional pay shall be only for hours worked in excess of the regular duty schedule.

Seasonal Time Adjustments: ~~Employees shall not be subject to pay deductions or overtime for annual seasonal time adjustments (daylight savings time changes), but shall receive the normal week's wages when these occur.~~ In the Fall, when clocks are turned back one hour at 2:00 AM employees on that shift shall be paid for actual hours worked (i.e. 8 hours regular, 1 hour overtime). In the Spring, when clocks are advanced one hour at 2:00 AM employees on that shift shall be paid for a full shift (i.e., 8 hours regular).

Court Appearances/Depositions: For all job-related court appearances or depositions which employees are required to attend, employees shall receive a minimum of three (3) hours pay at one and one-half time their regular rate of pay, provided that if the 3-hour minimum overlaps with a scheduled tour of duty, overtime will be paid only for those hours in court or at the deposition in excess of their scheduled tour of duty.

ARTICLE 26 - LUNCH TIME & COFFEE BREAKS

Lunch Periods:

Employees will be given a twenty-minutes lunch break (with pay). Employees may be called back from lunch breaks due to emergencies. The Services Bureau Commander or designee will allow an additional lunch break to be taken if conditions allow this to occur.

Breaks: Employees may be allowed up to two (2) 15-minute breaks if conditions allow.

1. One break may be taken in the work periods before and one after the lunch break period as the work schedule allows; however, at no time will a 15-minute break be directly added to the lunch break period in order to increase the lunch break period.

2. All employees may be called back from a break due to emergencies.

3. The Services Bureau Commander or designee will allow an additional break to be taken if conditions allow.

4. The availability of breaks will not change an employee's normal workday schedule.

ARTICLE 27 - COMPENSATORY TIME (TIME COMING)

Compensatory time is allowed for non-exempt full-time employees only under the following conditions:

A. Compensatory time is computed at an hour and a half (1 ½ hours) for every hour of straight time worked over 40 hours in a week. Employees will make out a Department Overtime form and mark their intention to have the time converted to time coming. Said form shall be submitted to the appropriate Bureau Commander for approval. Each Bureau will hold the slips and make the necessary additions and subtractions as necessary to maintain a current total to the maximum amount as specified below.

B. Employees may convert overtime worked, but no less than one (1) hour of overtime at a time, into a maximum amount of ~~16~~24 time coming hours in any quarter of a fiscal year. Any overtime slips submitted for accrual purposes which bring the accrued amount beyond the ~~16~~24 hours will be submitted for overtime payment.

C. Time coming hours may not be carried over from one year to the next. All accrued time coming hours from the previous year shall be submitted for overtime payment. Employees shall not have more than ~~sixteen (16~~24~~)~~ hours accrued at any time.

D. Time coming may not be used to extend a block vacation week or be added to any other time off, i.e., personal day, unless a request for such use is approved by the employee's supervisor at least seven (7) days prior to the scheduled block vacation or other time off. The decision of the supervisor shall be final and not subject to the grievance procedures. A maximum of eight (8) hours of time coming shall be used to extend a block vacation week or be added to other time off.

E. Requests for use of time coming shall be subject to the needs of the department including potential workloads and/or manpower requirements. The decision of the supervisor shall be final and not subject to the grievance procedure.

F. When employees utilize compensatory time:

- The employee will complete the appropriate Department form when utilizing any compensatory time (time coming). The same procedures will be followed as used to approve vacations and other time off. Vacation days and personal days will take precedence over time coming.

- The time will be deducted from the employee's time coming accrual and from the actual overtime forms. Once an overtime slip's conversion to time coming has been used completely, the slip will be marked as so and may be kept for record purposes.

G. If an employee leaves employment for any reason, any accrued time will be converted back to overtime hours and will be submitted for payment.

ARTICLE 28 - WORKER'S COMPENSATION

Employees shall be covered by the provisions of the New Hampshire Worker's Compensation Act, as may be amended from time to time, and by related City policies. The cost of this coverage shall be paid entirely by the City.

Temporary Replacement: During the time an employee is disabled from performing the duties of his position due to an on-duty injury, the Department reserves the right to temporarily fill the position as needed up to an 18-month period from the date of the injury.

Reinstatement of Employee Sustaining Compensable Injuries (RSA 281-A:25-a): Employees who have sustained an on-duty injury shall be reinstated by the employer to the employee's former position of employment upon request for such reinstatement, if the position exists and is available and the employee is not disabled from performing the duties of such position, with reasonable accommodations for the employee's limitations. If the former position has been eliminated, the employee shall be reinstated in any other existing position which is vacant and suitable with reasonable accommodations for the employee's limitations. A certificate by the employee's attending physician that the physician approves the employee's return to the employee's regular employment with reasonable accommodations for the employee's limitations, shall be prima facie evidence that the employee is able to perform such duties. Reinstatement shall be subject to the provisions for seniority rights and other employment restrictions contained in this contract.

A. The right to reinstatement to the employee's former position terminates when any one of the following events occurs:

   1. A medical determination by the attending physician or finding by the Labor Commissioner that the employee cannot return to the former position of employment;

   2. The employee accepts employment with another employer;

   3. Eighteen months from the date of injury.

B. The right to reinstatement under RSA 281-A:25-a shall not apply to an employee hired on a temporary basis as a replacement for an injured employee.

Permanent Replacement: After the 18-month period if the person is still unable to return to his position, he shall be deemed to be unable to return to work. The person will be released, and the position may be filled permanently. If the employee becomes employable after the 18-month period, he may apply for any vacant position within the Department for which he is qualified.

ARTICLE 29 - VACANCIES

It is a policy of the Nashua Police Department to employ the best candidates possible through positive recruitment and selection to ensure a lower rate of personnel turnover, fewer disciplinary problems, higher moral, better community relations, and more efficient and effective services. The recruitment process will be consistent with Department procedures, with certain law enforcement selection standards, and federal and state laws.

Filling Vacancies: When filling vacancies for positions covered by this Agreement, current employees will be given the opportunity to apply for the position, to be evaluated for consideration purposes, and to participate in testing procedures if applicable. If an employee is selected for a new position, the employee's pay rate will be changed to reflect the position's wage as listed under Schedule A of this Agreement. The probation period is one (1) year unless otherwise specified in this Agreement. Should the employee's performance be unsatisfactory any time during the one (1) year period, the Chief of Police may:

A. Permit the employee to bid on another vacancy for which he is qualified, or,

B. Return the employee to the position which he left if still vacant, or,

C. To terminate the employee from employment with the Nashua Police Department.

Department Policies: The Services Bureau Commander or designee has the option of transferring employees within his bureau when a vacancy occurs. If qualified applicants are available from a previous recruitment for a similar position, the Department may utilize these applications and not open the position to the outside. However, a notice of position vacancy will be posted internally within the Nashua Police Department to ensure that every Department employee has the right to apply for the position. If after a recruitment no qualified applicant is selected, a position vacancy will be re-posted.

Application Procedure: No applications will be accepted by the Department or appropriate authority for any position that is not posted, nor after the deadline date. Persons must complete applications at the Nashua Police Department or as designated on the posting in order to be considered for vacant civilian positions. After the deadline date listed on the "Notice of Position Vacancy," applications will be considered. No employee will be considered for a position vacancy if he has not completed an application form before the deadline date.

Selection Process: If testing has been prepared for the position, the test will be prepared and administered by the Nashua Police Department. Through testing, interviews, and completion of pre-employment background investigations, the best-qualified applicants will be selected. The background investigation will include: Complete criminal record checks; Personal reference checks; Employer reference checks; and motor vehicle checks (if he will be driving Department vehicles).

Final Selection Process: A final choice for the position will be decided upon. The selected applicant may be required to pass a pre-employment physical at the city's expense prior to starting work for the city. It is agreed that factors such as sex, race, color, national origin, religion, lawful political or employee's organization affiliation, age, marital status, or non-disqualifying handicap are not considerations in evaluating the qualifications of an employee or prospective employee.

ARTICLE 30 - WORK POLICIES & REGULATIONS

It is the policy of the Nashua Police Department to provide certain guidelines to insure efficient Department operations. Civilian employees must comply with all applicable chapters or sections within the Nashua Police Department Rules & Regulations Manual.

Civilian employees are subject to the Nashua Police Department's Disciplinary System and Internal Affairs Investigations for any complaints/allegations relating to a criminal offense; neglect of duty; a violation of Department/City policies, rules, procedures or ordinances; or conduct which may tend to reflect unfavorably upon the employee, City, or Department.

ARTICLE 31 - RETIREMENT SYSTEM

Employees who work thirty-five hours or more a week are required to join the contributory pension plan of the City, NH Retirement System, as a condition of employment. The contribution rate will be determined by the NH Retirement System and all applicable laws and regulations shall apply. Group I members shall also be enrolled in the social security system.

ARTICLE 32 - DEPARTMENT SENIORITY

1. Department seniority is established by the full-time, continuous service date within the position in the Communications Division, if any, and then by the full-time continuous service within the Communications Division. if any, and then by the full-time continuous service with the Nashua Police Department.

2. If a conflict remains, the last names of the two parties shall be considered alphabetically and placed accordingly. Such placement shall determine Department seniority. In these cases if an individual's last name changes after the date of hire, the seniority date shall not be affected, but shall remain as was originally established.

Purposes of Department Seniority Date: Department seniority shall be used to approve conflicts of vacation selections, personal day selections, and leaves of absence. The Department seniority date may also be used for layoffs or when filling vacancies; however, job performance, attendance records, disciplinary records, and experience are the primary determining factors that will be considered. (Cite pertinent Articles; i.e., Vacations; Layoffs, Recalls, & Elimination of Positions; etc., for additional purposes of the Department Seniority Date.)

Department Seniority During Laid Off Periods & Recalls: An employee's Department seniority status shall be suspended during the time he is laid off. Employees recalled from layoff anytime during the one-year period shall assume their Department seniority status from the date of layoff.

ARTICLE 33 - LAYOFFS, RECALLS, & ELIMINATION OF POSITIONS

Layoffs: Management reserves the right, power, and authority to lay off employees within the Nashua Police Department as deemed necessary. When making any layoff decisions, the primary determining factors that will be considered are job performance, absenteeism record, and the workload & the number of personnel within a particular bureau, division, or shift. If the listed factors are the same when considering layoff decisions, the full-time continuous date of employment with the Nashua Police Department will be considered.

Recalls: Management reserves the right, power, and authority to recall employees from layoff status as deemed necessary. The names of employees laid off will be maintained on a recall list for one (1) year from the date of such layoff and such employees will be offered their job classifications, if the same exists, in the event of a recall. When making any recalls from layoffs, the primary determining factors that will be considered are job performance, absenteeism record, and the workload & the number of personnel within a particular bureau, division, or shift. If the listed factors are the same when considering recalls from layoffs, the full-time continuous date of employment with the Nashua Police Department will be considered. Management shall notify the employee by registered mail of being recalled no earlier than two (2) weeks before the recall date. If an employee fails to return to work on the date as indicated by management when recalled from layoff status, he shall be considered to be resigned from employment with the Nashua Police Department.

Reduction of Work Hours/Elimination of Positions: When a reduction of the work hours or elimination of any employee's position takes place, management reserves the right, power, and authority to temporarily assign the duties to another employee/member. Management also reserves the right, power and authority to permanently assign the duties of the position as deemed necessary. If any new vacancies within the Nashua Police Department become available, any employee whose job is eliminated because of permanent layoff shall be given the opportunity to apply for the position, to be evaluated for consideration purposes, and to participate in testing procedures if applicable. (Cite Article #29 - "VACANCIES.")

ARTICLE 34 - BULLETIN BOARD

The Department shall maintain a bulletin board for the Union to post notices of Union appointments, elections, meetings, recreational and social affairs, or other Union-related matters. The location of the bulletin board will be agreed upon by Management and the Union. Said materials shall be posted in no other locations.

No other material or information shall be posted without approval by the Chief. Upon the Chief's written request, the Union shall promptly remove any material which is offensive or detrimental to the Union/Management

relationship. The Union will periodically, or upon the Chief's request, review all posted material and remove material which is no longer pertinent.

ARTICLE 35 - PARTIAL INVALIDITY, SEPARABILITY, & COMPLIANCE WITH LAWS

Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, the parties shall attempt to agree upon a replacement for the affected provision. Such replacement provisions shall become effective immediately upon ratification according to the respective procedures and regulations of the parties and shall remain in effect for the duration of the Agreement.

In the event that any of the provisions of this Agreement shall be declared invalid or unenforceable by a court, board, or other appropriate authority, such invalidity or unenforceability shall not affect the remaining provisions thereof.

The parties agree that this Agreement is subject to all pertinent federal, state, and local laws and ordinances, as the same may be amended or enacted from time to time, and this Agreement shall be construed in accordance therewith, and the parties shall conform their conduct thereto.

ARTICLE 36 – EMERGENCY LEAVE

For purposes of this Article, "Emergency Leave" is defined as an unforeseen crisis situation that arises unexpectedly which is not considered any other type of leave contained within this collective bargaining agreement.

A. With prior approval, and at the discretion of the Chief of Police or his designee, Emergency Leave shall be granted to employees and shall be charged first against the employee's accumulated sick leave and then against the employee's accumulated vacation leave.

B. An employee may be granted an extension of up to two (2) weeks of Emergency Leave at the sole discretion of the Chief of Police.

C. Any request for extension shall be in writing and shall set forth in detail the reasons therefor. An employee may be granted additional extensions of Emergency Leave at the sole discretion of the Chief upon written request as set out above.

D. Disputes concerning Emergency Leave shall not be subject to the Grievance Procedure.

ARTICLE 37 – WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter referred to or covered in this Agreement.

Further, the parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

This Agreement contains all of the agreements and understandings between the parties; and supersedes all previous agreements and understandings, and no oral agreement or understanding survives the execution hereof.

ARTICLE 38 - EDUCATIONAL REIMBURSEMENT, MANDATED TRAINING, & PROFESSIONAL AFFILIATIONS/LICENSING

AVAILABLE FUNDING:

Effective July 1, 2011, the Commission shall allocate an amount of $1,200 to spend on educational benefits (tuition reimbursement) per fiscal year, for employees covered under this Agreement.

A. Said amount is on a first come, first serve basis. In order to receive reimbursement for that fiscal year, the Financial Services Division must receive any previously approved requests, along with the grade, by June 15th of that fiscal year. Any requests for reimbursements received after June 15th may be charged to the next fiscal year's allotment.

B. Once the $1,200 cap is expended, the educational benefit (tuition reimbursement) is no longer available to employees covered under this Agreement.

C. Any portion of the allocated funds for education reimbursement which are not expended during a fiscal year shall not carry over to the next fiscal year.

COURSE REIMBURSEMENT CRITERIA:

The maximum amount the Department will pay per course is $400. Only one course will be reimbursed per school term. The Commission shall reimburse employees up to 100% of the tuition costs for one course successfully completed during the academic term for a degree- or certificate-related program under the following conditions

A. **Degree/Certificate Program:** The course selected by the employee must be part of a degree or certificate program and approved by the Chief or designee prior to enrollment.

B. **Accredited:** The course must be taken at an accredited college or university.

C. **Satisfactory Grade:** The employee must receive a passing grade of "C" (or its equivalent) or better.

D. **Job-Related:** The degree or certificate program must be job-related. The final decision of whether or not the degree or certificate program is job-related shall be determined solely at the discretion of the Chief.

BOOKS AND/OR RELATED FEES:

The City does not reimburse employees for books and/or related fees.

MANDATED TRAINING:

Employees who are mandated to participate in programs or workshops/conferences will be reimbursed at 100%.

PROFESSIONAL AFFILIATIONS/LICENSING:

The Department shall bear the cost of all licenses and/or certifications required by various regulatory agencies (local, state, and federal) to maintain the employee's required certifications and licenses relating to their current position within the Department.

GRIEVANCE POLICY:

This article shall not be subject to the grievance procedure.

ARTICLE 39 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from midnight, July 1, 20~~10~~11, until midnight, June 30, 20~~11~~16.

Any party intending to alter or modify this Agreement or negotiate a successor agreement hereto, shall give notice to the other party of such intention at least one hundred and twenty (120) days prior to the expiration date hereof, after which the parties shall forthwith arrange to commence collective bargaining negotiations.

This Agreement is dated _____, 2014

NASHUA POLICE COMMISSION	NASHUA POLICE COMMUNICATION EMPLOYEES N.E.P.B.A. LOCAL 125, I.U.P.A., AFL-CIO
_____	_____
_____	_____
_____	_____

WITNESSES:

_____	_____
_____	_____
_____	_____

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA BOARD OF POLICE COMMISSIONERS

AND

NASHUA POLICE COMMUNICATION EMPLOYEES N.E.P.B.A. LOCAL 125, I.U.P.A., AFL-CIO

July 1, 2011 - June 30, 2016

INDEX

ARTICLE NUMBER	ARTICLE TITLE	PAGE #
1	Preamble	1
2	Recognition	1
3	Definitions	1
4	Stability of Agreement	2
5	Open Shop	2
6	Deduction of Dues	2
7	Employee Rights	3
8	Management Rights	4
9	Strikes and Work Stoppages	5
10	Collective Bargaining Meetings and Contracts	5
11	Shop Steward/Investigation of Issues	5
12	Grievance Procedure	6
13	Vacations	8
14	Holidays	11
15	Uniforms, Dress & Grooming Code	12
16	Insurances:	
	Health Insurance.....	13
	Life Insurance.....	14
	Dental Insurance.....	14
	Short Term Disability Coverage.....	15
	Long Term Disability Insurance.....	15
17	Sick Leave	15
18	Bereavement Leave	18
19	Leaves of Absence	19
20	Personal Days	20
21	Exchange of Workdays	21
22	Shift Exchanges	22
23	Wages & Titles	23
24	Work Schedules	29
25	Overtime	29
26	Lunch Time & Coffee Breaks	30
27	Compensatory Time	30
28	Worker's Compensation	31
29	Vacancies	31
30	Work Policies & Regulations	32
31	Retirement System	32
32	Department Seniority	33
33	Layoffs, Recalls, & Elimination of Positions	33
34	Bulletin Board	33
35	Partial Invalidity, Separability, & Compliance with Laws	34
36	Emergency Leave	34
37	Waiver	34
38	Educational Reimbursement, Mandated Training, & Professional Affiliations/ Licensing	35
39	Term of Agreement	36

ARTICLE 1 - PREAMBLE

Pursuant to New Hampshire RSA 273-A, and other applicable laws and statutes, this Agreement has been entered into by the City of Nashua and the Nashua Board of Police Commissioners, hereinafter referred to as the "City" and the "Commission," and the Communications Division employees of the Nashua Police Department as listed under the current PELRB Certification of Representative, hereinafter referred to as the "Union." Both parties agree to be bound by the provisions of this Agreement.

NOTE: All references herein to the masculine gender shall be construed to include the feminine, and all singular to include the plural.

ARTICLE 2 - RECOGNITION

As defined in Article 1 above, the City and the Commission recognize, in accordance with RSA 273-A only, the Nashua Police Communication Employees N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO Union as the sole and exclusive representative for the included Communications Division employees of the Nashua Police Department, excluding probationary employees as defined in Article 3 of this contract, for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment without interfering with public control of governmental functions.

ARTICLE 3 - DEFINITIONS

A. **COMMISSION:** The Nashua Board of Police Commissioners.

B. **CHIEF:** Chief of Police of the Nashua, New Hampshire, Police Department.

C. **DEPARTMENT:** The Nashua, New Hampshire, Police Department.

D. **CITY OF NASHUA:** The City of Nashua, New Hampshire.

E. **EMPLOYEE:** As identified on State of NH, Public Employees Labor Relations Board's Certification of Representative form in accordance with RSA 273-A.

F. **GRIEVANCE:** A written complaint signed by one or more employees and the Union, or the Commission or Department which alleges a violation, misinterpretation or misapplication of any grievable provision of this Agreement.

G. **GRIEVANT**: The person or party filing and signing the grievance.

H. **MANAGEMENT**: The Nashua Board of Police Commissioners, the Chief of Police, the Deputy Chief of Operations, Services Bureau Commanders, or their designee.

I. **PARTIES:** The City/the Commission; the Union.

J. **RESPONDING AUTHORITY:** The person or party to whom the grievance is presented.

K. **UNION**: Nashua Police Communication Employees N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO Union.

L. **PROBATIONARY EMPLOYEE**: An employee who has been hired, recently promoted, or transferred and serving a one-year probationary period.

M. **ESSENTIAL EMPLOYEE/PERSONNEL**: An employee that is essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee.

N. **NON-ESSENTIAL EMPLOYEE/PERSONNEL**: An employee that is not usually essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee; however, this condition may change due to emergencies that could occur.

O. **REGULAR EMPLOYEE**: A full-time employee that has completed a probationary period.

P. **ADMINISTRATIVE BUREAU**: A bureau within the Nashua Police Department responsible for the compensation of Department employees.

Q. **DOMESTIC PARTNER:** Is defined as an individual who had a long-term relationship with an employee; who was living in the same household as the employee at the time of death; and with whom the employee had intent to remain in a long-term relationship.

ARTICLE 4 - STABILITY OF AGREEMENT

No amendment to, modification of, or change in, the terms or provisions of this Agreement shall bind the City and the Commission or the Union unless made and executed in writing and signed by an authorized representative of each party.

ARTICLE 5 - OPEN SHOP

Membership in the Union is not compulsory. Employees may join or not, maintain, or resign membership in the Union at their sole discretion. Nothing in this Agreement shall be construed to require that any employee of the Department join the Union as a condition of being hired or retained in employment.

Neither the Union nor the Commission shall discriminate in favor of, or against, any employee by reason of membership or non-membership in the Union.

The wages and benefits provided under this Agreement shall apply to all employees.

ARTICLE 6 - DEDUCTION OF DUES

An employee, who is or who may become a member of the Union, may execute a written authorization providing that a portion of his wages representing monthly dues be withheld weekly and forwarded to the Union. Upon receiving a properly executed Authorization Form from an employee, the Commission or appropriate designee shall notify the Chief Financial officer or appropriate designee to deduct from wages due, the amount authorized.

Each month, a check for the amount of all dues deducted, along with a current list of members from whose wages dues deductions have been made, shall be transmitted to the Secretary/Treasurer of the Union as follows: **New England P.B.A. Corporate Office, 227 Chelmsford Street, Chelmsford, Massachusetts 01824.** The deduction shall be only in the

amount certified in writing by the President or the Secretary/Treasurer of the Union, as representing monthly dues uniformly required as a condition of acquiring or retaining membership.

An employee who executes such authorization form shall continue to have such deductions made from his wages during the term of the Agreement or until he notifies the Commission or designee in writing, with a copy to the Union, that the Authorization Form is being revoked, and the employee thus withdraws 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. No deductions shall be made if an employee has insufficient wages in any pay period. Neither the Commission nor the City of Nashua shall be responsible for deducting any arrearage in dues owed to the Union by a member. 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 or reduction in force;
4. Revocation by the employee of Dues Authorization.

The Union shall indemnify and save harmless the Commission, the Nashua Police Department, or the City of Nashua from any and all suits and damages arising out of, or in connection with, such dues deductions.

ARTICLE 7 - EMPLOYEE RIGHTS

It is agreed that the City, the Commission, and the Department will not:

A. Dominate or interfere in the formation or administration of the Union;

B. Discriminate in the hire, tenure, or the terms and conditions of employment of employees, for the purpose of encouraging or discouraging membership in the Union;

C. Discharge or otherwise discriminate against any employee because he has filed a complaint, affidavit or petition, or given information or testimony under RSA 273-A;

D. Restrain, coerce, or otherwise interfere with the Union in the exercise of this Agreement;

E. Refuse to negotiate in good faith with the exclusive representative of a bargaining unit, including the failure to submit to the legislative body any cost item agreed upon in negotiations;

F. Invoke a lockout;

G. Fail to comply with RSA 273-A or any rule adopted under the Chapter;

H. To breach a collective bargaining agreement;

I. To make any law or regulation, or to adopt any rule relative to the terms and conditions of employment that would invalidate any portion of an agreement

entered into by the public employer making or adopting such law, regulation, or rule.

ARTICLE 8 - MANAGEMENT RIGHTS

It shall be a prohibited practice for the Union to:

A. Restrain, coerce or otherwise interfere with public employees in the exercise of their rights under RSA 273-A;

B. Restrain, coerce or otherwise interfere with employers in their selection of agents to represent them in collective bargaining negotiations or the settlement of grievances;

C. Cause or attempt to cause an employer to discriminate against an employee in violation of RSA 273-C:6, I (c), or to discriminate against any employee whose membership in an employee organization has been denied or terminated for reasons other than failure to pay membership dues;

D. Refuse to negotiate in good faith with the employer;

E. Engage in a strike or other form of job action during the term of the existing agreement;

F. Breach a collective bargaining agreement;

G. Fail to comply with RSA 273-A or any rule adopted thereunder.

The Commission and its designees shall have, whether exercised or not, all of 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, including, but not limited to, the specific rights to:

A. Control the management and administration of the Nashua Police Department;

B. Hire, promote, transfer, assign, retain, lay off, and direct employees within the Nashua Police Department;

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 Nashua Police Department operations are to be conducted, as well as to determine those operations;

F. Determine the Job Classifications and Compensation based on a system which classifies positions based on the skill, effort, responsibility, and working conditions required;

G. Exercise complete control and discretion over the Nashua Police Department, its organization, and the technology of performing its work;

H. Determine the standards of selection for employment and the standards of service to be offered by the Nashua Police Department;

l. Exercise managerial policy as set forth in RSA 273-A:l, XI, and other pertinent laws.

None of the rights, responsibilities, and prerogatives that are delegated to the Commission by virtue of statute and Charter provisions and ordinances shall be subject to the grievance procedure hereunder. The foregoing Management Rights are set out for purposes of illustration and not limitation; the Commission retains all such rights, powers, and authority not otherwise specifically relinquished, restricted, or modified by the terms of this Agreement, whether exercised or not.

ARTICLE 9 - STRIKES AND WORK STOPPAGES

The Union shall not instigate, sponsor, or encourage any activity or action in contravention of the provisions or intent of this Article.

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 Department or encourage others to do so; or engage, or participate in any other form of job action.

ARTICLE 10 - COLLECTIVE BARGAINING MEETINGS AND CONTRACTS

No more than three (3) representatives of the Union shall be designated to attend collective bargaining meetings with the Commission or its representatives. The designated representatives of the Union shall be given a reasonable opportunity to meet with the Commission or its representatives during working hours unless any of the below conditions exist.

No essential employee shall attend negotiating meetings who is normally scheduled for duty during the time the meeting is being held unless approved previously by the Division Supervisor or designee and coverage is available without causing overtime to the Department. Representatives attending collective bargaining meetings shall attend without loss of pay (if normal work time) and without overtime compensation (if not scheduled to work during the time of the negotiation meeting).

The Commission agrees to make arrangements for and assume the cost of printing this Agreement. The Union agrees to provide a copy of the Agreement to each employee it represents.

ARTICLE 11 - SHOP STEWARD/INVESTIGATION OF ISSUES

Management agrees to recognize one (1) Shop Steward and two (2) Alternate Shop Stewards, and the union agrees to provide management with an updated list of names of the individuals who shall fill these positions.

An off-duty Shop Steward or Alternate Shop Steward shall investigate all situations/issues brought to his attention. Union representatives normally conduct investigations and all other phases of grievance handling during off-duty hours. If the nature of the grievance is such that expedited handling will result in prompt disposition thereof without interference to Department operations, or require the need to hire overtime personnel, or to reassign personnel from outside of headquarters to supply coverage, management, at its discretion, may allow investigation and processing thereof during working time.

If a settlement cannot be reached, the Steward shall report the matter by telephone to the Union Business Agent. If the issue cannot be settled amicably between the parties, the Grievance Procedure shall be followed.

It is understood that time spent by union stewards, witnesses, or a representative of the employee's choice in settling issues, processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and administrative hearings before appropriate authorities shall not be paid for if off duty. Such persons shall only be paid for their regularly scheduled workweek.

ARTICLE 12 - GRIEVANCE PROCEDURE

"***Grievance***" means an alleged violation, misinterpretation, or misapplication with respect to one or more employees, of any provision of this Agreement.

This grievance procedure shall not limit the normal process of discussions between employees and/or the union and management in which minor issues are easily resolved. If settlement occurs between the parties, such discussions shall not be considered "grievances" and, as such, shall not need to be documented. If settlement does not occur between the parties, such discussions, if deemed necessary by the union, shall be considered a "grievance" and shall begin at **STEP 1,** unless otherwise noted below.

A grievance must start at **STEP 1,** unless otherwise noted, and proceed through the procedure at each **STEP** thereafter until a settlement is reached, or the grievance will be considered as settled on the last answer given. If a grievance is settled in any one of the **STEPS,** it will be considered closed, and the grievance will not be subject to the Grievance Procedure thereafter. If the grievance is not answered within the time limits listed, the grievant may proceed to the next **STEP.**

SECTION A.

STEP 1. An employee having the grievance and the Union will present the grievance in writing to the employee's immediate supervisor within seven (7) calendar days of its occurrence. The supervisor will reply in writing to the grievant within seven (7) calendar days after the grievance is presented. If the grievance is with the employee's immediate supervisor, he may go to STEP 2.

STEP 2. Failing a settlement at **STEP 1,** the grievant may present the grievance in writing to the Services Bureau Commander or his designee within seven (7) calendar days after the reply in **STEP 1.** The Services Bureau Commander or his designee will reply in writing to the grievant within seven (7) calendar days after the grievance is presented in writing. If the grievance is directed at the Services Bureau Commander or his designee, then the grievance may be started at **STEP** 3.

STEP 3. Failing a settlement at **STEP 2,** the grievant may present the grievance to the Deputy Chief in writing within seven (7) calendar days after the reply in **STEP 2.** The Deputy Chief will reply in writing to the grievant within seven (7) calendar days after the grievance is presented. If the Deputy Chief is unavailable for a response, the grievance will go to the next step, **STEP** 4. If the grievance is directed at the Deputy Chief, then the grievance may be started at **STEP 4.**

STEP 4. Failing a settlement at **STEP 3,** the grievant may present the grievance to the Chief in writing within ten (10) calendar days after the reply in **STEP 3.** The grievant will specify the following:

A. The nature and facts pertaining to the grievance;

B. The nature and extent of injury, loss, or inconvenience;

C. The alleged violation of the Agreement;

D. The basis for dissatisfaction with **STEPS 1, 2, and 3;**

E. The remedy that is desired;

F. The signature of the grievant.

The Chief will reply to the grievant in writing within ten (10) calendar days after the grievance is presented. If the Chief is unavailable for response, this time period shall be automatically extended until his return or until he has otherwise communicated his response through his designee.

STEP 5. Failing a settlement at **STEP 4**, the grievant may present the grievance to the Commission in writing within ten (10) calendar days after the reply in **STEP 4.** The grievant will provide the same information as in **STEP 4.** The Commission will officially receive all grievances during its regular monthly scheduled meeting. The Commission will reply in writing to the grievant within fifteen (15) working days after the grievance is presented during the Commission's monthly meeting.

STEP 6. Failing a settlement at **STEP 5**, the grievant may present the grievance in writing to the union within thirty (30) working days after the reply in **STEP 5.** If the Union feels that the grievance has merit and that submitting it to arbitration is in the best interest of the Department, the Union may submit the grievance to the Public Employee Labor Relations Board within thirty (30) working days after receiving the grievance from the grievant. Expenses incurred under **STEP 6** will be paid equally by each party.

SECTION B.

The Union may file grievances on its own behalf, on behalf of its members, and if requested, on behalf of non-members; any grievant may be represented at all stages of the Grievance Procedure by himself/herself and by a representative selected and approved by the union, if the grievant desires.

SECTION C - GRIEVANCES AGAINST THE UNION AND/OR MEMBER

The Commission or its designate will have the right to file grievances against the Union and/or a member thereof. The grievance will be presented in writing to the Union and the member, if applicable, within ten (10) calendar days of its occurrence, or when knowledge was obtained that a grievance existed.

The Union will reply within thirty (30) working days after the grievance is presented. Failing a settlement between the Commission or its designates and the Union, the grievance may be presented to the Public Employees Labor Relations Board or the Hillsborough County Superior Court within sixty (60) working days after the reply. Expenses incurred under SECTION C will be paid equally by each party.

SECTION D - GENERAL PROVISIONS

Each grievance will be separately processed under the Grievance Procedure.

The parties recognize that after **STEP 1** of the grievance procedure, additional time may be required by both parties to process the grievance. The parties may agree in writing to extend any of the time limits set forth in any steps of the grievance procedure.

A. In all other circumstances, management's failure to respond within the established time limits shall automatically advance the grievance to the next step.

B. If the Union fails to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.

Union representatives normally shall conduct investigations and all other phases of grievance handling during off-duty hours. If the nature of the grievance is such that expedited handling will result in prompt disposition thereof without interference to Department operations, or require the need to hire overtime personnel, or to reassign personnel from outside of headquarters to supply coverage, management, at its discretion, may allow investigation and processing thereof during working time.

During any step involved in the grievance procedure, the grievant, union representatives, or witnesses for the grievant, shall not be paid overtime for time spent during off-duty hours.

SECTION E.

No party action under STEP 6 will have any power to award any monetary damages (other than back wages), make any changes in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement. The Department does not have binding arbitration.

ARTICLE 13 – VACATIONS

SECTION I - GENERAL POLICIES

For purposes of this article, full-time employees averaging 37½ hours a week will be considered 40-hour-a-week employees. Accruals and deductions will be based on eight (8) hour days.

The full-time (averages 37½ hours a week or over) anniversary date of continuous Department employment shall be used to calculate a full-time employee's length of service with respect to paid vacation eligibility. Length of service shall be measured from the employee's most recent full-time date of hire with the Department. Vacation time is accrued for any month in which the individual has been employed at least fifteen (15) calendar days, beginning the first of any month. The accrual rate is based upon the years of full-time, continuous Department employment on the fifteenth of every month.

Paid sick leave and absences for jury or military reserve duty are considered time worked for vacation accrual purposes. If a holiday falls during a vacation week, Communications Division personnel will still receive an additional eight hours of holiday pay.

Transfers from Another City Bargaining Unit: If an employee transfers from another City Bargaining Unit (outside of the Department) or other City Department, he shall be paid for all accrued vacation leave by the appropriate City Department and shall not transfer any vacation accruals.

Loss of Accrued Vacation Time: If a probationary employee resigns, is laid-off, or is discharged any time before completing six (6) months of continuous service, he shall lose all accrued vacation time. During an unpaid leave of absence, an employee does not earn any vacation time. If an employee's vacation balance exceeds twice the amount of vacation he would earn in a year, the employee will lose any days beyond this amount.

Payment of Accrued Vacation Pay: Any regular employee who is laid-off, retires, or resigns is entitled to receive accrued vacation pay prorated to the date when active employment ceases. All accrued vacation time shall be paid in a lump sum to the Employee's Estate, if death occurs while employed by the Nashua Police Department.

Requesting Use of Vacation Time:

1. Probationary Personnel: Because of the importance of the Field Training Program for new personnel, employees must complete six (6) months of continuous service before taking any accrued vacation time.

2. Approval of Vacation:

   A. Employees will have the appropriate time accrued before use of vacation time is approved, except as provided in paragraphs "B" and "C" listed below.

   B. An employee may be allowed to take vacation time if it has not yet been accrued if authorized by the Chief of Police, a Deputy Chief, or the Bureau Commander, but limited to a total of 40 hours (5 days) for full-time employees. However, approval of advanced time will be denied if the employee is not able to earn sufficient vacation time to offset the advanced time before the end of the calendar year.

   C. Once advanced vacation is approved, no additional vacation days will be approved until the advanced time is earned.

3. Requests for the use of vacation shall be in 5-day blocks. Vacation block weeks will run from Saturday to Friday, or until 5 vacation days are used. Block weeks take precedence over personal days and individual vacation days.

   A. Block weeks will be chosen by seniority each January 1 of every year. Once a member is advised by a supervisor that it is his turn to pick, the member will have 3 days from the date advised to submit the vacation week request. Members not choosing vacation block weeks during the 3-day limit will result in their choices being bypassed by the next senior member selecting. Once a block week has been selected and approved, the approval is final.

   B. Block weeks requested at a later date for less senior employees on a particular shift shall have their vacation request for block weeks and individual vacation days signed off by all senior employees on the shift before submitting same to the Services Bureau Commander or designee for initial approval. If a senior employee refuses to sign off on a vacation week, the senior employee shall sign and state refused, with the time and date on the form. The vacation request shall be turned in at that time. If the senior employee does not request that vacation week within 1 week from the submittal, the block week shall be approved for the junior employee.

   C. Employees cannot take more than two (2) consecutive work weeks off at any one time, except as approved by the Chief of Police or Deputy Chief of Operations; said time shall not include any combinations of personal days and swaps, etc., beyond two (2) additional days.

4. Employees are allowed to use one day of vacation at a time only upon approval of their Services Bureau Commander or designee. Individual vacation days take precedence over personal days.

5. In written form, the employee is to request the use of vacation time at least two (2) weeks prior to the date of use, unless waived by the Chief of Police or designee.

6. One Communications Division employee per shift, per side (Communications Technician I's and Communications Technician II's represents the Communications side and the Dispatcher and Shift Leader represent the Dispatch side) is approved to be on a block week vacation at any one time. The Services Bureau Commander or designee may authorize an additional Communications Division employee to be on a block week vacation if conditions (potential workloads, manpower requirements, etc.), allow approval.

7. Potential workloads or manpower requirements are considerations of a supervisor before initially approving a block week, other than the two guaranteed block weeks as described in paragraph #6 above, or individual vacation day usage.

8. The approval of vacations is subject to the Grievance Procedure through Step 3, Deputy Chief of Operations level, at which point, the decision shall be final and binding upon the parties.

Final Approval of Vacation Time:

1. Before final approval by the employee's supervisor, the accrual of the necessary vacation time needed must be verified by the appropriate personnel in the Administrative Bureau.

   A. The appropriate form will be completed by the supervisor or employee, and forwarded to the appropriate Administrative Bureau personnel.

   B. After approval, the form will be sent back to the employee's Services Bureau Commander or designee and the employee will be notified.

2. If a conflict arises in the use of vacation time among employees, the Services Bureau Commander or designee will resolve any conflict through the Department seniority date.

3. Once a vacation is approved and the dates are to be changed or canceled by the employee, the employee must reapply. The employee must complete the appropriate form canceling the vacation and the entire process must be reinitiated.

Recall of Vacation: The approved vacation block week or individual vacation day is subject to recall by the Chief of Police or designee for any emergencies (crisis, disaster, or tragedy) that arise. Employees shall be paid time and half of their regular rate of pay for a callback when on vacation and granted an additional vacation day, which may be banked for future use.

SECTION II – ACCRUAL RATE

Full-time Employees covered by this Agreement shall accrue vacation in accordance with the following schedule, and shall be eligible to use accrued vacation after six (6) months of continuous service:

1. LESS THAN 5 YEARS OF CONTINUOUS SERVICE: 11 DAYS PER YEAR: 40-hour a week employees = 88 hours, accrued at the rate of 7.33 hours per month worked

2. 5 YEARS, BUT LESS THAN 10 YEARS OF CONTINUOUS SERVICE: 15 DAYS PER YEAR: 40-hour a week employees = 120 hours, accrued at the rate of 10 hours per month worked

3. 10 YEARS, BUT LESS THAN 15 YEARS OF CONTINUOUS SERVICE: 22 DAYS PER YEAR: 40-hour a week employees = 176 hours, accrued at the rate of 14.66 hours per month worked

4. 15 YEARS, BUT LESS THAN 20 YEARS OF CONTINUOUS SERVICE: 23 DAYS PER YEAR: 40-hour a week employees = 184 hours, accrued at the rate of 15.33 hours per month worked

5. TWENTY YEARS OR MORE OF CONTINUED SERVICE: 27 DAYS PER YEAR: 40-hour a week employees = 216 hours, accrued at the rate of 18 hours per month worked

Additional or new benefits contained in Section II "Accrual Rate" shall not be retroactive in their application and shall commence on July 1, 2008 after this Agreement has received all required approvals.

ARTICLE 14 - HOLIDAYS

For the purposes of this article, a "holiday' means an eight (8) hour day for full-time employees averaging 37 ½ hours a week. After completing the first thirty (30) calendar days of employment, full-time employees will receive a day's pay at their regular straight time rate for the below holidays.

In order to qualify for holiday pay, full-time employees who are off-duty on the day of the holiday, must have worked their last scheduled duty day prior to the holiday and the first scheduled duty day after the holiday, or been absent on authorized leave on either or both of these days. "Authorized leave" is defined as an occupational injury, bereavement leave, vacation or sick leave, jury duty, military reserve or National Guard duty, paid leave, court appearance by subpoena, or other compensatory time off, determined by the employee's supervisor.

Full-time employees are eligible to receive twelve (12) holidays per year. Holidays that fall on Saturday are celebrated on Friday, and ones that fall on Sunday are celebrated on Monday.

Standard Holidays: Nine (9) of the holidays are the same from year to year. The nine standard holidays are:

NEW YEAR'S DAY	FLAG DAY	VETERANS' DAY
CIVIL RIGHTS DAY	INDEPENDENCE DAY	THANKSGIVING
MEMORIAL DAY	LABOR DAY	CHRISTMAS DAY

Floating Holidays: Three (3) holidays are determined by the Board of Police Commissioners or the Chief of Police in January of each year. These replace the traditional Fast Day, President's Day and Columbus Day holidays.

Holiday Pay for Essential Employees: Essential full-time employees are required to work holidays if they fall on their regularly scheduled workday. Essential full-time employees shall receive one day's pay at their regular rate for the above holidays in addition to their regular pay. The Chief of Police or designee shall have the authority to add positions to this list of essential personnel as warranted in order to maintain efficient Department operations. Essential personnel include, but are not limited to:

Shift Leader, Senior Shift Leader, Shift Leader Specialist
Dispatcher Specialist
Dispatcher
Senior Dispatcher
Probationary Dispatcher

Communications Technician Specialist
Communications Technician II
Communications Specialist
Senior Communications Technicians
Communications Technician I
Probationary Communications Technician

ARTICLE 15 - UNIFORMS, DRESS & GROOMING CODE

It is the policy of the Nashua Police Department to provide certain guidelines to insure a professional image in the grooming and dress of its employees. Due to tours and visits from official representatives and public contacts, police headquarters is often open to outsiders. It is the policy of the Nashua Police Department that its employees project a professional image in their grooming and dress.

Civilian Clothing: Male and female members permitted to wear civilian clothing shall conform to standards normally worn by office personnel in professional, private business firms. On Friday through Sunday, employees may elect to wear clothing conforming to the standards of the Department for business casual dress. These requirements apply unless otherwise directed by a supervisor or by Department rules and regulation article(s). It will be at the discretion of the Chief of Police or designee to make a determination of acceptable or non-acceptable attire. This section shall apply to employees who are probational or who have not been issued their uniforms by the Department, or to all employees, should the Chief of Police elect to abolish the uniform requirement.

Uniforms:

1. The Chief of Police may institute the wearing of uniform for Communications Division personnel at any time. Said Uniform Program will be at the Department's expense and is subject to allotment and replacement policies as established by the Department. If uniforms are instituted, Communications Division personnel will not be permitted to wear civilian clothing; therefore, the above language under "Civilian Clothing" will no longer apply except for probationary employees or those who have not yet been issued their uniforms by the Department. There will be an appropriate transition period set aside by the Chief of Police or designee for the conversion from civilian clothing to uniforms.

2. Upon approval by the Chief of Police or designee, damaged or worn uniform clothing will be replaced at the Department's expense upon notice by the employee through an intradepartmental communication. The article of damaged or worn uniform clothing will be presented for inspection to an appropriate supervisor at the time of the request and submission of the intradepartmental communication.

3. The Chief of Police may discontinue the wearing of uniform for Communications Division personnel at any time. If the wearing of civilian clothing is instituted, Communications Division personnel will not be permitted to wear uniforms. There will be an appropriate transition period set aside by the Chief of Police or designee for the conversion from uniforms to civilian clothing.

Grooming: Personal appearances of all male and female employees should be clean and neat. Mustaches, beards, and hairstyles should be neatly trimmed and groomed.

ARTICLE 16 – INSURANCES
MEDICAL & HEALTH INSURANCE

SECTION I – HEALTH INSURANCE

Except as otherwise provided in this Article 16, upon the request of an eligible member of the bargaining unit, the City shall provide the premium for an individual, two-person, or family plan of one but not more of, the following plans, if available, or a comparable plan if the following plan(s) are not available:

a. Point-of-Service Plan;
b. HMO 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.

The above listed health care plans shall have the following co-payments:

Medical Visits: Ten Dollars ($10.00)
Hospital Visits: Fifty Dollars ($50.00) (Fee waived if admitted)

EFFECTIVE Upon signing: The city shall contribute 70% of the premium of option "a" and 80% of the premium of option "b". All plans offered by the City shall have the following co-pays and deductibles:

a) Twenty Dollars ($20.00) per medical visit;
b) One Hundred Dollars ($100.00) per emergency room visit;
c) Two Hundred Fifty Dollars ($250.00) per person, Five Hundred Dollars ($500.00) per two-person/Family Inpatient/Outpatient Facility Deductible;
d) Three (3) Tier Pharmacy Benefit of $5/15/35 ($5/30/70 mail order).

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers provided the benefits to participants are comparable and the City elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a "comparable" plan to either option "a" or "b", it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure (Article 12), and shall be submitted directly for arbitration no later than thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

For the purposes of this article, a "comparable" plan means: a comparable plan means one that offers the same type of benefits, but benefits do not have to be exactly the same. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals.

Restrictions for Newly Hired Employees: After the signing of the Contract: Newly hired employees must sign up for a minimum of one (1) year with plans "b" or "c" and may change to another plan during the normal group re-opening period.

In the event that any 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 his/her spouse, but not both.

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 plan's service area may change plans within a specified period after such move to the extent permitted by the plans.

Eligible members of the bargaining unit shall be defined as full-time employees.

JOINT LABOR/MANAGEMENT COMMITTEE: For the duration of this Agreement, either party to the Agreement may request that a joint Labor/Management Committee be convened to consider the performance of the aforementioned plans, any changes thereto.

ANNUAL AUDIT: The City of Nashua hereby agrees to conduct a yearly loss ratio analysis of all health insurance plans offered to employees and return all employee overpayments in the form of a Health Insurance Premium Holiday at the completion of the analysis.

SECTION II – LIFE INSURANCE

Full-time employees, averaging 37 ½ hours or more a week, are eligible to participate in the city's group term life insurance benefit. The benefit is equal to one times the annual basic rate of pay of each employee. If an employee elects to participate, the city will pay 100% of the premium cost. This item is not retroactive and shall become effective upon approval of cost items by the Board of Aldermen.

This benefit also provides for optional term life insurance and is 100% employee paid. The benefit amounts are determined by the insurance carrier and the cost of optional coverage is determined by the employee's age.

SECTION III – DENTAL INSURANCE

The Commission shall ensure through the City of Nashua that full-time employees, averaging 37½ hours a week, are provided a 2-person Dental Plan, Coverage A (100%), B (85%) and C (50%), at no cost to the employee, except for single employees who shall receive a 100% paid 1-person Dental Plan. This item is not retroactive and shall become effective upon approval of cost items by the Board of Aldermen.

1. Employees may request a family plan; however, the employee will be responsible for paying any differences in the 2-person plan premium versus the family plan premium through payroll deductions.

2. Any employee requesting initial membership in one of the plans may enter only during a specified enrollment period (group re-opening). Any employee desiring to select a different plan, after having enrolled in one of the plans, may make that selection only once during one (1) calendar year.

SECTION IV – SHORT TERM DISABILITY COVERAGE

The City of Nashua will offer Short Term Disability coverage to all employees covered under this CBA. Participation in this program will be completely optional and funded entirely at the employee's expense.

SECTION V– LONG TERM DISABILITY COVERAGE

Employees who are covered by this Agreement may be eligible for Long-Term Disability under the City's Long-Term Disability Plan in accordance with the provisions thereof as the same may be amended from time to time. There shall be no cost to the employee for this benefit.

ARTICLE 17 - SICK LEAVE

SECTION I - ACCRUAL RATES

For Employees Hired On or After July 1, 2000: Effective July 1, 2008, full-time employees covered by this Agreement (averaging 37½ hours a week or more) on the active payroll shall accrue: **8 hours each month or 96 hours (12 days) a year.** All additional and new benefits under this Section shall commence effective July 1, 2008 and after this Agreement has received all required approvals. Prior to June 30, 2008, the benefits contained under this Section in the parties' prior collective bargaining agreement shall be in effect.

For Employees Hired On or After July 1, 2000: Effective July 1, 2014, full-time employees covered by this Agreement (averaging 37 ½ hours a week or more) on the active payroll shall accure: **9 hours each month or 108 hours (13.5 days) per year.**

For Employees Hired on or After July 1, 2000: Effective July 1, 2015, full-time employees covered by this Agreement (averaging 37 ½ hours a week or more) on the active payroll shall accure: **10 hours each month or 120 hours (15 days) per year.**

For Employees Hired Before July 1, 2000: Full-time employees covered by this Agreement (averaging 37½ hours a week or more) on the active payroll covered by this Agreement, shall accumulate at the rate below per calendar month: **10 hours each month or 120 hours (15 days) a year, cumulative to a maximum of 720 hours (90 days).**

SECTION II - ACCRUAL POLICIES

For the purposes of this article, full-time employees averaging 37½ hours a week will be considered 40-hour-a-week employees. Accruals and deductions will be based on eight (8) hour days.

Full-time employees must be employed for at least 15 calendar days, beginning the first of any month, or on approved sick or vacation leave, to accrue sick time for that particular month. A newly hired employee is not entitled to payment for sick leave until completion of six (6) continuous months, and such payments may not be applied retroactively.

Employees must have the appropriate time accrued before use of sick time is approved. At no time shall an employee be paid sick time if it has not yet been accrued. During an unpaid leave of absence, an employee does not accrue any sick time.

Sick leave shall not be considered a privilege which an employee may use at his discretion. It 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, or under the Family Medical Leave Act.

SECTION III - PAYMENTS & MAXIMUM ACCRUALS

Maximum Accruals: Sick leave for full-time employees (averaging 37½ hours a week or more) on the active payroll covered by this Agreement shall accumulate as listed below:

1. **Employees hired July 1, 2000, and After:** Employees are allowed to accrue an unlimited amount of sick leave hours effective July 1, 2000.

2. **Employees hired before July 1, 2000:** Employees are allowed to accrue a maximum of 90 days.

Loss & Reinstatement of Sick Leave: Except in the case of death, accrued sick leave shall be lost if the employee resigns, is discharged, released, or laid off. If an employee leaves employment with the Nashua Police Department, but returns within three (3) years of the date of termination, the employee's sick leave accrued up to the date of termination will be reinstated.

1. **First Offense:** Employees who abuse sick leave shall forfeit 52 hours (6.5 days) for full-time employees averaging 37½ a week of accrued sick leave for a first offense (65% of the normal annual accumulation). (If the entire 52 hours as specified previously cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire 52 hours can be deducted.)

2. **Second Offense:** For full-time employees averaging 37½ hours a week, the employee shall forfeit 60 hours (7.5 days) of accrued sick leave (75% of the normal annual accumulation) for the second offense. (If the entire 60 hours as specified previously cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire 60 hours can be deducted.)

3. **Third Offense:** For the third offense, the employee will be disciplined up to and including dismissal.

Transfers from another Bargaining Unit: Employees who transfer from another bargaining unit (outside of the Department) or from another City Department will be permitted to transfer their sick leave accrual balance to the maximums provided under this Article. Such transferred sick leave accrual balances will be allowable for use as sick leave days under this Article; however, use will not be permitted until the six-month period elapses from the date of hire with the Department.

Death Payments:

1. **Employees hired July 1, 2000, or After:** Accrued sick leave up to 20% of the total amount of sick leave accrued for full-time employees averaging 37½ hours a week will be paid to an employee's surviving spouse, or if no spouse survives, to the surviving children through the administrator of the estate, when an employee dies while employed by the Nashua Police Department. If no spouse or children survive, the accrued sick leave will be paid to the employee's estate.

2. **Employees hired Before July 1, 2000:** Accrued sick leave up to 720 hours (90 days) for full-time employees averaging 37½ hours a week will be paid to an employee's surviving spouse, or if no spouse survives, to the surviving children through the administrator of the estate, when an employee dies while employed by the Nashua Police Department. If no spouse or children survive, the accrued sick leave will be paid to the employee's estate.

Retirement Payments:

1. **Employees hired July 1, 2000, or After:** Upon retirement under the NH Retirement System, an employee will receive payment for the accrued sick leave balance in his account up to 20% of the total amount of sick leave accrued for full-time employees averaging 37½ hours a week, calculated at the current rate of pay on the day of retirement.

2. **Employees hired Before July 1, 2000:** Upon retirement under the NH Retirement System, an employee will receive payment for the accrued sick leave balance in his account up to 720 hours (90 days) for full-time employees averaging 37½ hours a week, calculated at the current rate of pay on the day of retirement.

SECTION IV - USE OF SICK LEAVE

Physical & Dental Examinations: Employees should not make physical and dental examinations during their tour of duty. If these types of examinations cannot be made during off-duty times, essential personnel must make arrangements with their Services Bureau Commander or designee to assure that coverage is available during their absence from duty. If no coverage is available, the physical and dental examination will be rescheduled when the employee is off duty or when coverage is available.

Sickness for Child or Family Care: In the case of sickness of a spouse or children of the employee necessitating the employee's absence from work under 8 hours, the employee's Services Bureau Commander or designee may grant absence from work with sick pay, if such specific payment is approved by the Commission or the Chief of Police. Absences over eight hours for child or family care shall be in accordance with the Family Medical Leave Act and Department policies.

Absences Deducted from Sick Leave: All absences from work or absences during an employee's tour of duty due to illness, disability, physical/dental examinations or other sickness prevention measures shall be deducted from the non-exempt employee's accumulated sick leave by actual hours missed. Employees may make up the entire time, limited to two hours, in lieu of sick leave deductions as approved by their Services Bureau Commander or designee; however, such time shall be made up within two weeks or a sick leave deduction shall be made for the time used. Any instances of sick time used over the two-hour limit (the entire time), shall be automatically deducted from the employee's sick leave accrual balance.

1. The Commission reserves the right to verify all claims for paid sick leave. This includes the right to require the employee to submit a physician's statement

verifying the need for the use of the sick leave, irrespective of the number of sick hours taken.

2. All employees who leave their tour of duty must complete NPD Form #710, "Documentation of Time Not Worked."

   A. This form will be signed by the employee's Services Bureau Commander or designee approving the time to be missed.

   B. The actual hours missed (rounded off to the nearest half hour) shall be clearly listed in order to deduct the correct amount from sick accruals.

   C. The form will be forwarded to the Administrative Bureau.

Notification of Sick Leave: Employees are to make arrangements to notify headquarters daily and at least one (1) hour before their normal scheduled duty time of their intention to be on sick leave.

Use of Leave Time: Employees shall complete the appropriate Department form as required by Department policy when utilizing sick leave.

Doctor's Slip Required: Notwithstanding the frequency, in all cases a doctor's slip is required within five (5) days after returning to work for employees taking three or more successive sick days. Slips will be directed to the Services Bureau Commander or designee.

SECTION V - SICK LEAVE BANK

All non-probationary full-time employees covered under this Agreement shall maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave accrual balances. A Sick Leave Bank Committee appointed by the Union shall establish the rules, standards, and procedures of the Sick Leave Bank. Said rules, standards, and procedures shall be provided to and approved by the Chief of Police before implementation and operation of the Sick Leave Bank by the Union. Once the rules, standards, and procedures have been approved, the Sick Leave Bank usage shall not be subject to the grievance procedure.

ARTICLE 18 - BEREAVEMENT LEAVE

Definitions: For the purposes of this Article:

A. The term "*bereavement leave*" means "*a leave of absence granted to an employee upon a death occurring in the employee's Immediate Family.*"

B. The Chief's "*designee*" is the Deputy Chief of Operations or the Bureau Commander. In the absence of the Deputy Chief of Operations or the Bureau Commander, the Chief's designee may be the Divisional Supervisor.

Purpose of Bereavement Leave: The purpose of Bereavement Leave is to give the necessary time to employees to handle personal affairs or to attend a funeral due a death in the immediate family. An employee has up to three consecutive days available to him; and, depending upon the relationship, may elect to take one day, two days, or the three days for each occurrence. An employee should not automatically take three days for each incident. An employee also has other leave available if the time period needs to be extended. The employee should work with his supervisor for the time needed.

Bereavement Leave Policies: Up to a maximum of three consecutive (3) days leave, beginning the day after the notification of the death, per occurrence in any fiscal year shall be permitted to a regular full-time employee (averaging 37 ½ hours a week) for a death of a member of the immediate family of an employee. In the event of the death of an employee's spouse, parent or child, bereavement leave shall consist of four (4) consecutive days leave. If for reasons which would require out-of-state travel to the funeral services or due to the actual date of the funeral services, the Chief of Police or designee may allow a delay in the commencement of the three consecutive bereavement leave days. At the discretion of the Chief of Police or Deputy Chief of Operations, the three consecutive days may be broken up between the initial notification and the actual day of the funeral services.

Employees on authorized leave: Employees on normal day off, on vacation leave, or other authorized absence shall not be eligible for payment for bereavement leave during such time off. The appropriate NPD Form shall be completed for all usages of bereavement leave.

Immediate Family Defined: The immediate family includes the employee's spouse and the following relatives of the employee and employee's spouse: Children, Step-Children, Brother, Step-Brother, Sister, Step-Sister, Parents, Step-Parents, Grandparents, Grandchildren, Step-Grandchildren, Daughter-in-Law, Son-in-Law, or Ward/Relative living in the home. The immediate family may also include an employee's domestic partner and immediate family of an employee's domestic partner: Children, Step-Children, Brother, Step-Brother, Sister, Step-Sister, Parents, Step-Parents, Grandparents, Grandchildren, or Ward/Relative living in the home. However, management reserves the right to determine the circumstances under which a "domestic partner" and "immediate family of a domestic partner," as defined under, "**Article 3 – "Definitions,"** qualifies under this Article.

Disputes: Disputes concerning Bereavement Leave shall be subject to the Grievance Procedure through STEP 4 (Chief's level), at which point, the decision shall be final and binding upon the parties.

ARTICLE 19 - LEAVES OF ABSENCE

Military Leave of Absence:

If a regular full-time employee must leave City employment to enter directly into active service in the armed forces of the United States involuntarily, he shall be granted a military leave of absence for the anticipated length of such service. The employee will be allowed seniority credit for the time spent in the armed forces.

The employee is entitled to reinstatement to the position he held or one of like status and pay if a vacancy is open within the city, provided that the employee accepts release from active service at the earliest possible date and request reinstatement within ninety (90) days after release.

If a regular full-time employee is called to serve not more than a seventeen-day annual training tour of duty with the National Guard or Armed Forces Reserve, he shall be paid the difference between his pay for such government service and the amount of straight time earnings lost by him by reason of such service, if any, based on the employee's regularly scheduled straight time rate. Such payments shall be made following the showing of satisfactory evidence of the amount of pay received for such service. The employee will continue accrual of sick and vacation time during this time and shall not lose any benefits.

If a regular full-time employee is called into active duty with the National Guard or Armed Forces Reserve for more than 17 days, he shall not be paid the difference between his pay for such government service and the amount of regular straight time earnings. The employee may request payment of his sick and vacation accrual balances (subject to accumulation restrictions)

or these accruals may remain as balances until he returns to city employment. He shall not accrue sick and vacation time during the military leave of absence and his benefits will be as indicated below:

A. More than 17 days, less than 6 months.....Full benefits

B. More than 6 months:

1. No benefits;

2. Allowed seniority credit for the time spent in the armed forces;

3. Insurance benefits available under COBRA provisions.

Leaves of Absence (Family Medical Leave Act): Leaves of absence requested under the Family Medical Leave Act shall conform to the Federal Laws and Department policies. (Cite the General Order in the Department's Rules & Regulations Manual for additional language.) If the member can meet the eligibility requirements as set by the City's disability income plan, he may apply for the Long Term Disability benefit. (Cite Article #16.) If the Department's operations are affected due to the length of the unpaid leave of absence and a medical authority cannot determine when the employee is able to work, it shall be the Chief's of Police discretion to hire a temporary or regular replacement. If the employee is able to recover from the disability during the limitation period of the long-term disability benefit and the Commission is satisfied with the recovery, he will have preference over applicants outside the City to apply for any position within the City that he is qualified for. If the employee cannot recover during the limitation period as described above, the employee shall be terminated.

ARTICLE 20 – PERSONAL DAYS

Definitions: For the purpose of this Article the words "personal day" means a day (8 hours for full-time employees averaging 37 ½ hours a week), when an employee is excused from active duty for personal reasons. Personal days will be deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive a personal day unless the employee opts to take an available accrued vacation day.

A regular full-time employee (averaging 37 ½ hours a week) may use 4 days of sick leave during a calendar year for personal leave. Personal days may not be used consecutively.

All additional and new benefits under this Section shall commence effective July 1, 2008 and after this Agreement has received all required approvals. Prior to June 30, 2008, the benefits contained under this Section in the parties' prior collective bargaining agreement shall be in effect.

Approval of Personal Leave: Personal days must be approved by the employee's supervisor not more than fifteen (15) days, nor less than five (5) days, prior to the date of such personal day, except in an emergency and waived by the Services Bureau Commander or designee. If approved, the appropriate form will be completed by the supervisor or employee. The form will be forwarded to the Administration Bureau. Except in cases of emergency, the slip will be approved/disapproved (pending the availability of personal days), and the employee will be notified by the Services Bureau Commander or designee of its approval or disapproval.

Provisions: A personal day's approval is subject to potential workloads, manpower requirements, and any possibility of an emergency situation as determined by the Chief of Police or designee. Once a personal day is approved and the date is to be changed or canceled by the employee, the employee must reapply. The approved personal day is subject to recall by the

Chief or designee due to potential workloads, manpower requirements, and any emergencies that may arise. Employees shall be paid time and one half of their regular rate of pay for a callback of a personal day and granted an additional personal day which may be banked for future use during the calendar year.

Disputes: Disputes concerning personal days shall follow the Grievance Procedure through STEP 4, at which point, the decision shall be final and binding upon the parties.

ARTICLE 21 - EXCHANGE OF WORKDAYS (SWAPS)

For the purposes of this Article, the words "*Exchange of Workdays*" means "*an eight (8) hour tour of duty*" for full-time employees averaging 37½ hours or more a week and such exchange shall be for each other's position's duties, unless otherwise approved by the Chief of Police or his designee.

A. Exchanges of workdays are limited:

   1. To individuals who hold the same position in a particular division/bureau or have been cross-trained to adequately cover the other position as determined and approved by their Services Bureau Commander or designee; and

   2. Have completed their training period as designated by the Services Bureau Commander or designee.

B. All swaps must be approved in advance by the Services Bureau Commander or designee. Denials of swaps are based on any policies contained within this Article.

C. The number of swaps allowed shall be limited to ten per quarter. The employee requesting a swap will have that swap counted against his/her quarterly limit.

D. Swaps shall not interfere with normal operations, training, or cause the need to hire overtime.

E. Written advanced notice signed by both employees involved in the exchange must be given to the Chief or his designee four days prior to each exchange of workday desired. (The four-day notice period may be waived at the discretion of the Chief or his designee.)

F. All swaps will indicate a date to be paid back within a 6-month period and that payback date shall not change.

G. Swaps may result in any employee working consecutive shifts or working a total of 16 hours in one work day; however, the following policies apply:

   1. The Services Bureau Commander or designee may deny a 16-hour shift in one day; however, the reason for the denial shall be provided to the employees involved in the swap. Said decision is subject to the grievance procedure as specified below under this Article.

   2. Following any 16-hour block worked an employee shall have at least 8 hours off duty.

H. If an employee involved in an exchange calls in sick on the exchange day, that employee shall lose eight (8) hours of sick leave;

I. No additional swaps will be allowed for the original swap date;

J. An employee paying back a swap will be eligible to receive a personal day or vacation day for the original swap date, but must follow the normal approval process for the day off.

Disputes concerning Exchange of Workdays shall follow the Grievance Procedure through STEP 4, at which point the decision shall be final and binding upon the parties.

ARTICLE 22 - SHIFT EXCHANGES

For the purposes of this Article, the word *"shift exchange"* means, *"a long-term swap of shifts between employees." A "long-term swap" is defined as a specific period of time such as a week, month, etc.*

With prior approval and at the sole discretion of the Chief or his designee, employees may exchange shifts if both employees involved agree; provided that:

A. Written advanced notice signed by both employees involved, including the reasons for the exchange, will be given to the Chief or his designee two (2) weeks prior to each exchange of shift desired; however, the two- (2) week notice period may be waived at the discretion of the Chief of Police or his designee.

B. Both employees have the same position or have been cross-trained to adequately cover the other position as determined and approved by their Services Bureau Commander or supervisor.

C. Both employees have completed their training period as determined by the Services Bureau Commander or designee.

D. No more than two (2) shift exchanges involving four (4) employees shall be allowed at any one (1) time;

E. Both employees agree to swap day-off groups of each other and shall not be eligible to receive compensatory time off due to the change of days off or to receive overtime;

F. Employees may work two consecutive shifts in one work day; however, the following policies apply:

1. The Services Bureau Commander or designee may deny a 16-hour shift in one day; however the reason for the denial shall be provided to the employees involved in the shift exchange. Said decision is subject to the grievance procedure as specified below under this Article.

2. Following any 16-hour block worked an employee shall have at least 8 hours off duty.

Disputes concerning Shift Exchanges shall follow the Grievance Procedure through Step 4, at which point the decision shall be final and binding upon the parties.

ARTICLE 23 – WAGES & TITLES

Averaging of Work Weeks:

1. All employees shall be paid the annual rate divided by 52 weeks, whether on a 4 & 2 Schedule or a 5 & 2 Schedule.

2. Employees on a 4 & 2 Schedule will have their weekly wages and hours averaged. Therefore, employees on a 4 & 2 Schedule will be paid the same weekly wage whether it is for a 40-hour or 32-hour week.

40-Hour/Week Employees: For purposes of accruals, deductions, and wages, employees on either a 5 & 2 Schedule or a 4 & 2 Schedule shall be considered a 40-hour/week employee, working 8-hour days. (Example: If an employee makes $20,000 a year, they will receive $384.62 a week or $ 9.6155 an hour.)

Step Increases: If step increases are granted, employees who are hired between July 1st and December 31st shall be eligible for step increases the following July 1st. Employees hired between January 1st and June 30th shall not be eligible for a step increase until July 1st of the following calendar year. Only employees who are active employees on or after the date of signing this collective bargaining agreement are eligible to receive step increases.

Fiscal Year 2012 (July 1, 2011 to June 30, 2012: Effective July 1, 2011, there will be no increase (0%) in wages. Personnel currently employed by the Department shall remain at their present step on the payroll grade and step grid (Schedule A) for the appropriate fiscal years listed below under Schedule A. Employees who are at the last step (Step 18) on Schedule A as of June 30, 2011, shall receive no salary increase (0%) to their salary for the 2011 fiscal year.

Fiscal Year 2013 (July 1, 2012 to June 30, 2013): Effective July 1, 2012, there will be no increase (0%) in wages. Personnel currently employed by the Department shall remain at their present step on the payroll grade and step grid (Schedule A) for the appropriate fiscal years listed below under Schedule A. No increase (0%) of salary for those who are off the grid for the 2012 fiscal year.

Fiscal Year 2014 (July 1, 2013 to June 30, 2014): Effective July 1, 2013, there will be no increase (0%) increases in wages added to the payroll grade and step grid by the City except Shift Leaders shall have a 1% increase added to the payroll wage and step grid by the City. Personnel currently employed by the Department shall move one (1) step on the payroll grade and step grid (Schedule A) for the appropriate fiscal year as listed below under Schedule A. Employees who are at the last step (Step 18) on Schedule A as of June 30, 2013, shall receive a salary increase equal to 2% of their salary for the 2013 fiscal year.

Fiscal Year 2015 (July 1, 2014 to June 30, 2015: Effective July 1, 2014, there will be a 1% increase added to the payroll grade and step grid by the City for all personnel except Shift Leaders shall have a 2% increase added to the payroll wage and step grid by the City. Personnel currently employees by the Department shall move one (1) step on the payroll grade and step grid (Schedule B) for the appropriate fiscal year as listed below under Schedule B. Employees who are at the last step (Step 18) on Schedule B as of June 30, 2014, shall receive a salary increase to 3% of their salary for the 2014 fiscal year.

Fiscal Year 2016 (July 1, 2015 to June 30, 2016): Effective July 1, 2015, there will be a .5% increase added to the payroll grade and step grid by the City for all personnel except Shift Leaders. Shitf Leaders shall receive a 1.5% wage increase added to the payroll grade and step

grid. Personnel currently employed by the Department shall move one (1) step on the payroll grade and step grid (Schedule B) for the appropriate fiscal year as listed below under Schedule B. Employees who are at the last step (Step 18) on Schedule B as of June 30, 2014, shall receive a salary increase equal to 2.5% of their salary for the 2014 fiscal year.

Only personnel currently employed by the Department shall be entitled to any retroactive payments due under the terms of this Article.

Shift Leaders: Shift Leader positions shall be available, one per shift, and current employees may bid for the position of Shift Leader. Such positions shall be awarded based on evaluations, training, experience, demonstrated capabilities, attendance, and seniority. Once employees are moved in the positions of Shift Leaders, they shall move to the appropriate wage step as listed below under Schedule A. When employees are awarded the position of Shift Leader, Management reserves the right to choose the step to place the employee. The step must be a minimum of $3,000 above the employee's current annual wage.

Step Increases Based on Evaluations: Step increases are given based on evaluations in which employees meet or exceed standards. Step increases shall not be subject to the Grievance Procedure.

Completion of Probationary Period: At the successful completion of the probationary period, the employee will be moved on the grade and step grid to Communications Technician I - Step Two or Dispatcher –Step Two.

Moving Between Position Classifications:

1. From Communications Technician I to Communications Technician II: When Communications Technician I's are transferred to the position of Communications Technician II, in order to determine the new wage step, the following procedure will be used: Under Schedule A for the proper Fiscal Year, the employee shall move to their current step under the new job classification.

2. From Communications Technician I and II to Dispatcher: When Communications Technicians are transferred to the position of Dispatcher, in order to determine the new wage step, the following procedure will be used: Under Schedule A for the appropriate Fiscal Year, the employee shall move to their current step under the new job classification.

3. From Dispatcher to Communications Technician I: When Dispatchers are transferred to the position of Communications Technician I or II, the employee shall move to the appropriate wage step under Schedule A for the proper Fiscal Year, the employee shall move to their current step under the new job classification.

4. From Shift Leader to Dispatcher: When Shift Leaders are transferred to the position of Dispatcher, the employee shall move to the appropriate wage step under Schedule A for the Proper Fiscal year, as if the employee never left the original position of Dispatcher.

5. From Shift Leader to Communications I and II: When Shift Leaders are transferred to the position of Communications I or II, the employee shall move to the appropriate wage step under Schedule A for the Proper Fiscal year, as if the employee was originally hired as a Communications I or II.

Dispatcher Training Program:

1. Wage steps for those employees participating in the Dispatcher Training Program shall be determined consistent with the language contained above in "Moving Between Position Classifications".

2. If any employees cannot successfully complete the Dispatcher Training Program and there are open positions in their original position classification, they shall return to their original position classification and their appropriate wage step shall be determined and consistent with the language contained above in "Moving Between Position Classifications". Their department seniority for their previous position shall not be affected.

3. After a 6-month period has elapsed, employees, who had not successfully completed the Dispatcher Training Program, may request through their Bureau Commander or designee the chance to participate in the Dispatcher Training Program again pending the availability of vacancies at the time. The Bureau Commander or designee retains the right to either allow or disallow the request.

Experienced Communications Division Personnel – New Hires:
When new employees are hired for the positions of Communications Technician I, Communications Technician II, and Dispatcher and possess training and/or experience or a combination thereof, Management reserves the right to start the new employee up to Step 5 in Schedule A based on the actual or pertinent experience and/or training.

3/25/2014

Police Department Communications

FY11 - July 1, 2010	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	31,816																	
Communications Technician I		32,453	33,102	33,764	35,128	35,830	36,547	37,278	38,024	39,560	40,351	41,158	41,981	42,821	44,551	45,442	46,351	47,278
Communications Technician II	34,263	34,949	35,648	36,361	37,829	38,586	39,358	40,145	40,948	42,602	43,454	44,323	45,210	46,114	47,977	48,936	49,915	50,913
Shift Leader	48,187	48,669	49,156	49,647	50,645	51,152	51,663	52,180	52,702	53,761	54,298	54,841	55,390	55,944	57,068	57,639	58,215	58,797
Probationary Dispatcher	36,711																	
Dispatcher		37,446	38,194	38,958	40,532	41,343	42,170	43,013	43,873	45,646	46,559	47,490	48,440	49,409	51,405	52,433	53,481	54,551

FY12 - July 1, 2011	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	31,816																	
Communications Technician I		32,453	33,102	33,764	35,128	35,830	36,547	37,278	38,024	39,560	40,351	41,158	41,981	42,821	44,551	45,442	46,351	47,278
Communications Technician II	34,263	34,949	35,648	36,361	37,829	38,586	39,358	40,145	40,948	42,602	43,454	44,323	45,210	46,114	47,977	48,936	49,915	50,913
Shift Leader	48,187	48,669	49,156	49,647	50,645	51,152	51,663	52,180	52,702	53,761	54,298	54,841	55,390	55,944	57,068	57,639	58,215	58,797
Probationary Dispatcher	36,711																	
Dispatcher		37,446	38,194	38,958	40,532	41,343	42,170	43,013	43,873	45,646	46,559	47,490	48,440	49,409	51,405	52,433	53,481	54,551

FY2012 Increase 0.0%

FY13 - July 1, 2012	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	31,816																	
Communications Technician I		32,453	33,102	33,764	35,128	35,830	36,547	37,278	38,024	39,560	40,351	41,158	41,981	42,821	44,551	45,442	46,351	47,278
Communications Technician II	34,263	34,949	35,648	36,361	37,829	38,586	39,358	40,145	40,948	42,602	43,454	44,323	45,210	46,114	47,977	48,936	49,915	50,913
Shift Leader	48,187	48,669	49,156	49,647	50,645	51,152	51,663	52,180	52,702	53,761	54,298	54,841	55,390	55,944	57,068	57,639	58,215	58,797
Probationary Dispatcher	36,711																	
Dispatcher		37,446	38,194	38,958	40,532	41,343	42,170	43,013	43,873	45,646	46,559	47,490	48,440	49,409	51,405	52,433	53,481	54,551

FY2013 Increase 0.0%

FY14 - July 1, 2013	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	31,816																	
Communications Technician I		32,453	33,102	33,764	35,128	35,830	36,547	37,278	38,024	39,560	40,351	41,158	41,981	42,821	44,551	45,442	46,351	47,278
Communications Technician II	34,263	34,949	35,648	36,361	37,829	38,586	39,358	40,145	40,948	42,602	43,454	44,323	45,210	46,114	47,977	48,936	49,915	50,913
Shift Leader	48,187	48,669	49,156	49,647	50,645	51,152	51,663	52,180	52,702	53,761	54,298	54,841	55,390	55,944	57,068	57,639	58,215	58,797
Probationary Dispatcher	36,711																	
Dispatcher		37,446	38,194	38,958	40,532	41,343	42,170	43,013	43,873	45,646	46,559	47,490	48,440	49,409	51,405	52,433	53,481	54,551

FY2014 Increase 0.0%

FY15 - July 1, 2014	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	32,134																	
Communications Technician I		32,778	33,433	34,102	35,479	36,188	36,912	37,651	38,404	39,956	40,755	41,570	42,401	43,249	44,997	45,896	46,815	47,751
Communications Technician II	34,606	35,298	36,004	36,725	38,207	38,972	39,752	40,546	41,357	43,028	43,889	44,766	45,662	46,575	48,457	49,425	50,414	51,422
Shift Leader	48,669	49,156	49,648	50,143	51,151	51,664	52,180	52,702	53,229	54,299	54,841	55,389	55,944	56,503	57,639	58,215	58,797	59,385
Probationary Dispatcher	37,078																	
Dispatcher		37,820	38,576	39,348	40,937	41,756	42,592	43,443	44,312	46,102	47,025	47,965	48,924	49,903	51,919	52,957	54,016	55,097

FY2015 Increase 1.0%

FY16 - July 1, 2015	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications Technician	32,295																	
Communications Technician I		32,941	33,600	34,272	35,657	36,369	37,097	37,839	38,596	40,155	40,958	41,777	42,613	43,465	45,221	46,126	47,049	47,990
Communications Technician II	34,779	35,475	36,185	36,908	38,398	39,167	39,950	40,749	41,564	43,243	44,108	44,990	45,890	46,808	48,699	49,672	50,666	51,679
Shift Leader	48,912	49,401	49,896	50,394	51,407	51,922	52,441	52,965	53,495	54,570	55,115	55,666	56,224	56,786	57,927	58,506	59,091	59,682
Probationary Dispatcher	37,264																	
Dispatcher		38,010	38,769	39,544	41,142	41,965	42,805	43,660	44,533	46,333	47,260	48,205	49,169	50,153	52,179	53,222	54,286	55,372

FY2016 Increase 0.5%

ARTICLE 24 - WORK SCHEDULES

Schedules/Assignments:
Daily and weekly work schedules and shift assignments shall be based on the operating requirements and budgetary allotments of the Department and are subject to change at any time. The following work schedule is currently in effect:

> **4 & 2 Schedule:** Four-Days On, Two Days Off, with assigned day off groups. The 4 & 2 Schedule has employees working 32- and 40-hour workweeks.

The Department shall have the exclusive right to make the necessary changes and shall make every attempt to notify affected employees in advance whenever possible. An individual employee's work schedule shall be determined by the Chief of Police or designee. Employees shall report to work promptly at starting time and devote their entire efforts to Department business during scheduled working hours.

The workweek shall consist of seven consecutive days, beginning Sunday through Saturday. Essential personnel are assigned to report at specific times during a particular shift on a 24-hour period.

Attendance:
The effectiveness and efficiency of the Communications Division of the Nashua Police Department require that employees report promptly for duty. Unapproved or unexcused absences or tardiness is unacceptable and will result in appropriate disciplinary action.

Essential Personnel:
Essential personnel may be called in to provide coverage due to emergencies on their normal days off or to work additional shifts. If ordered to do so, essential personnel shall report to work and shall receive overtime (time and one-half rate) as outlined in the Article #25, "Overtime."

The Chief of Police or designee may change the above work schedules at any time.

ARTICLE 25 - OVERTIME

Employees on either a 5 & 2 Work Schedule or a 4 & 2 Work Schedule shall be paid the same annual wage as outlined under Article 23 - "Wages & Titles."

Non-exempt, full-time employees (averaging 37 1/2 hours a week or more) will receive time and one-half their regular rate of pay for all time worked beyond eight (8) hours in any day.

Overtime will be submitted during the week it was worked or no more than one (1) pay week (Sunday through Saturday), after the date worked.

Called In from Home: If a non-exempt employee gets called in from home to work, he shall receive at least a 3-hour minimum in overtime pay. If the 3-hour minimum overlaps with regular duty time, additional pay shall be only for hours worked in excess of the regular duty schedule.

Seasonal Time Adjustments: In the Fall, when clocks are turned back one hour at 2:00 AM employees on that shift shall be paid for actual hours worked (i.e. 8 hours regular, 1 hour overtime). In the Spring, when clocks are advanced one hour at 2:00 AM employees on that shift shall be paid for a full shift (i.e., 8 hours regular).

Court Appearances/Depositions: For all job-related court appearances or depositions which employees are required to attend, employees shall receive a minimum of three (3) hours pay at one and one-half time their regular rate of pay, provided that if the 3-hour minimum overlaps with a scheduled tour of duty, overtime will be paid only for those hours in court or at the deposition in excess of their scheduled tour of duty.

ARTICLE 26 - LUNCH TIME & COFFEE BREAKS

Lunch Periods:

Employees will be given a twenty-minutes lunch break (with pay). Employees may be called back from lunch breaks due to emergencies. The Services Bureau Commander or designee will allow an additional lunch break to be taken if conditions allow this to occur.

Breaks: Employees may be allowed up to two (2) 15-minute breaks if conditions allow.

1. One break may be taken in the work periods before and one after the lunch break period as the work schedule allows; however, at no time will a 15-minute break be directly added to the lunch break period in order to increase the lunch break period.

2. All employees may be called back from a break due to emergencies.

3. The Services Bureau Commander or designee will allow an additional break to be taken if conditions allow.

4. The availability of breaks will not change an employee's normal workday schedule.

ARTICLE 27 - COMPENSATORY TIME (TIME COMING)

Compensatory time is allowed for non-exempt full-time employees only under the following conditions:

A. Compensatory time is computed at an hour and a half (1 ½ hours) for every hour of straight time worked over 40 hours in a week. Employees will make out a Department Overtime form and mark their intention to have the time converted to time coming. Said form shall be submitted to the appropriate Bureau Commander for approval. Each Bureau will hold the slips and make the necessary additions and subtractions as necessary to maintain a current total to the maximum amount as specified below.

B. Employees may convert overtime worked, but no less than one (1) hour of overtime at a time, into a maximum amount of 24 time coming hours in any quarter of a fiscal year. Any overtime slips submitted for accrual purposes which bring the accrued amount beyond the 24 hours will be submitted for overtime payment.

C. Time coming hours may not be carried over from one year to the next. All accrued time coming hours from the previous year shall be submitted for overtime payment. Employees shall not have more than 24 hours accrued at any time.

D. Time coming may not be used to extend a block vacation week or be added to any other time off, i.e., personal day, unless a request for such use is approved by the employee's supervisor at least seven (7) days prior to the scheduled block vacation or other time off. The decision of the supervisor shall be final and not subject to the grievance procedures. A maximum of eight (8) hours of time coming shall be used to extend a block vacation week or be added to other time off.

E. Requests for use of time coming shall be subject to the needs of the department including potential workloads and/or manpower requirements. The decision of the supervisor shall be final and not subject to the grievance procedure.

F. When employees utilize compensatory time:

- The employee will complete the appropriate Department form when utilizing any compensatory time (time coming). The same procedures will be followed as used to approve vacations and other time off. Vacation days and personal days will take precedence over time coming.

- The time will be deducted from the employee's time coming accrual and from the actual overtime forms. Once an overtime slip's conversion to time coming has been used completely, the slip will be marked as so and may be kept for record purposes.

G. If an employee leaves employment for any reason, any accrued time will be converted back to overtime hours and will be submitted for payment.

ARTICLE 28 - WORKER'S COMPENSATION

Employees shall be covered by the provisions of the New Hampshire Worker's Compensation Act, as may be amended from time to time, and by related City policies. The cost of this coverage shall be paid entirely by the City.

Temporary Replacement: During the time an employee is disabled from performing the duties of his position due to an on-duty injury, the Department reserves the right to temporarily fill the position as needed up to an 18-month period from the date of the injury.

Reinstatement of Employee Sustaining Compensable Injuries (RSA 281-A:25-a): Employees who have sustained an on-duty injury shall be reinstated by the employer to the employee's former position of employment upon request for such reinstatement, if the position exists and is available and the employee is not disabled from performing the duties of such position, with reasonable accommodations for the employee's limitations. If the former position has been eliminated, the employee shall be reinstated in any other existing position which is vacant and suitable with reasonable accommodations for the employee's limitations. A certificate by the employee's attending physician that the physician approves the employee's return to the employee's regular employment with reasonable accommodations for the employee's limitations, shall be prima facie evidence that the employee is able to perform such duties. Reinstatement shall be subject to the provisions for seniority rights and other employment restrictions contained in this contract.

A. The right to reinstatement to the employee's former position terminates when any one of the following events occurs:

1. A medical determination by the attending physician or finding by the Labor Commissioner that the employee cannot return to the former position of employment;

2. The employee accepts employment with another employer;

3. Eighteen months from the date of injury.

B. The right to reinstatement under RSA 281-A:25-a shall not apply to an employee hired on a temporary basis as a replacement for an injured employee.

Permanent Replacement: After the 18-month period if the person is still unable to return to his position, he shall be deemed to be unable to return to work. The person will be released, and the position may be filled permanently. If the employee becomes employable after the 18-month period, he may apply for any vacant position within the Department for which he is qualified.

ARTICLE 29 - VACANCIES

It is a policy of the Nashua Police Department to employ the best candidates possible through positive recruitment and selection to ensure a lower rate of personnel turnover, fewer disciplinary problems, higher moral, better community relations, and more efficient and effective services. The recruitment process will be consistent with Department procedures, with certain law enforcement selection standards, and federal and state laws.

Filling Vacancies: When filling vacancies for positions covered by this Agreement, current employees will be given the opportunity to apply for the position, to be evaluated for consideration purposes, and to participate in testing procedures if applicable. If an employee is selected for a new position, the employee's pay rate will be changed to reflect the position's wage as listed under Schedule A of this Agreement. The probation period is one (1) year unless otherwise specified in this Agreement. Should the employee's performance be unsatisfactory any time during the one (1) year period, the Chief of Police may:

A. Permit the employee to bid on another vacancy for which he is qualified, or,

B. Return the employee to the position which he left if still vacant, or,

C. To terminate the employee from employment with the Nashua Police Department.

Department Policies: The Services Bureau Commander or designee has the option of transferring employees within his bureau when a vacancy occurs. If qualified applicants are available from a previous recruitment for a similar position, the Department may utilize these applications and not open the position to the outside. However, a notice of position vacancy will be posted internally within the Nashua Police Department to ensure that every Department employee has the right to apply for the position. If after a recruitment no qualified applicant is selected, a position vacancy will be re-posted.

Application Procedure: No applications will be accepted by the Department or appropriate authority for any position that is not posted, nor after the deadline date. Persons must complete applications at the Nashua Police Department or as designated on the posting in order to be considered for vacant civilian positions. After the deadline date listed on the "Notice of Position Vacancy," applications will be considered. No employee will be considered for a position vacancy if he has not completed an application form before the deadline date.

Selection Process: If testing has been prepared for the position, the test will be prepared and administered by the Nashua Police Department. Through testing, interviews, and completion of pre-employment background investigations, the best-qualified applicants will be selected. The background investigation will include: Complete criminal record checks; Personal reference checks; Employer reference checks; and motor vehicle checks (if he will be driving Department vehicles).

Final Selection Process: A final choice for the position will be decided upon. The selected applicant may be required to pass a pre-employment physical at the city's expense prior to starting work for the city. It is agreed that factors such as sex, race, color, national origin, religion, lawful political or employee's organization affiliation, age, marital status, or non-disqualifying handicap are not considerations in evaluating the qualifications of an employee or prospective employee.

ARTICLE 30 - WORK POLICIES & REGULATIONS

It is the policy of the Nashua Police Department to provide certain guidelines to insure efficient Department operations. Civilian employees must comply with all applicable chapters or sections within the Nashua Police Department Rules & Regulations Manual.

Civilian employees are subject to the Nashua Police Department's Disciplinary System and Internal Affairs Investigations for any complaints/allegations relating to a criminal offense; neglect of duty; a violation of Department/City policies, rules, procedures or ordinances; or conduct which may tend to reflect unfavorably upon the employee, City, or Department.

ARTICLE 31 - RETIREMENT SYSTEM

Employees who work thirty-five hours or more a week are required to join the contributory pension plan of the City, NH Retirement System, as a condition of employment. The contribution rate will be determined by the NH Retirement System and all applicable laws and regulations shall apply. Group I members shall also be enrolled in the social security system.

ARTICLE 32 - DEPARTMENT SENIORITY

1. Department seniority is established by the full-time, continuous service date within the position in the Communications Division, if any, and then by the full-time continuous service within the Communications Division. if any, and then by the full-time continuous service with the Nashua Police Department.

2. If a conflict remains, the last names of the two parties shall be considered alphabetically and placed accordingly. Such placement shall determine Department seniority. In these cases if an individual's last name changes after the date of hire, the seniority date shall not be affected, but shall remain as was originally established.

Purposes of Department Seniority Date: Department seniority shall be used to approve conflicts of vacation selections, personal day selections, and leaves of absence. The Department seniority date may also be used for layoffs or when filling vacancies; however, job performance, attendance records, disciplinary records, and experience are the primary determining factors that will be considered. (Cite pertinent Articles; i.e., Vacations; Layoffs, Recalls, & Elimination of Positions; etc., for additional purposes of the Department Seniority Date.)

Department Seniority During Laid Off Periods & Recalls: An employee's Department seniority status shall be suspended during the time he is laid off. Employees recalled from layoff anytime during the one-year period shall assume their Department seniority status from the date of layoff.

ARTICLE 33 - LAYOFFS, RECALLS, & ELIMINATION OF POSITIONS

Layoffs: Management reserves the right, power, and authority to lay off employees within the Nashua Police Department as deemed necessary. When making any layoff decisions, the primary determining factors that will be considered are job performance, absenteeism record, and the workload & the number of personnel within a particular bureau, division, or shift. If the listed factors are the same when considering layoff decisions, the full-time continuous date of employment with the Nashua Police Department will be considered.

Recalls: Management reserves the right, power, and authority to recall employees from layoff status as deemed necessary. The names of employees laid off will be maintained on a recall list for one (1) year from the date of such layoff and such employees will be offered their job classifications, if the same exists, in the event of a recall. When making any recalls from layoffs, the primary determining factors that will be considered are job performance, absenteeism record, and the workload & the number of personnel within a particular bureau, division, or shift. If the listed factors are the same when considering recalls from layoffs, the full-time continuous date of employment with the Nashua Police Department will be considered. Management shall notify the employee by registered mail of being recalled no earlier than two (2) weeks before the recall date. If an employee fails to return to work on the date as indicated by management when recalled from layoff status, he shall be considered to be resigned from employment with the Nashua Police Department.

Reduction of Work Hours/Elimination of Positions: When a reduction of the work hours or elimination of any employee's position takes place, management reserves the right, power, and authority to temporarily assign the duties to another employee/member. Management also reserves the right, power and authority to permanently assign the duties of the position as deemed necessary. If any new vacancies within the Nashua Police Department become available, any employee whose job is eliminated because of permanent layoff shall be given the opportunity to apply for the position, to be evaluated for consideration purposes, and to participate in testing procedures if applicable. (Cite Article #29 - "VACANCIES.")

ARTICLE 34 - BULLETIN BOARD

The Department shall maintain a bulletin board for the Union to post notices of Union appointments, elections, meetings, recreational and social affairs, or other Union-related matters. The location of the bulletin board will be agreed upon by Management and the Union. Said materials shall be posted in no other locations.

No other material or information shall be posted without approval by the Chief. Upon the Chief's written request, the Union shall promptly remove any material which is offensive or detrimental to the Union/Management

relationship. The Union will periodically, or upon the Chief's request, review all posted material and remove material which is no longer pertinent.

ARTICLE 35 - PARTIAL INVALIDITY, SEPARABILITY, & COMPLIANCE WITH LAWS

Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, the parties shall attempt to agree upon a replacement for the affected provision. Such replacement provisions shall become effective immediately upon ratification according to the respective procedures and regulations of the parties and shall remain in effect for the duration of the Agreement.

In the event that any of the provisions of this Agreement shall be declared invalid or unenforceable by a court, board, or other appropriate authority, such invalidity or unenforceability shall not affect the remaining provisions thereof.

The parties agree that this Agreement is subject to all pertinent federal, state, and local laws and ordinances, as the same may be amended or enacted from time to time, and this Agreement shall be construed in accordance therewith, and the parties shall conform their conduct thereto.

ARTICLE 36 – EMERGENCY LEAVE

For purposes of this Article, "Emergency Leave" is defined as an unforeseen crisis situation that arises unexpectedly which is not considered any other type of leave contained within this collective bargaining agreement.

A. With prior approval, and at the discretion of the Chief of Police or his designee, Emergency Leave shall be granted to employees and shall be charged first against the employee's accumulated sick leave and then against the employee's accumulated vacation leave.

B. An employee may be granted an extension of up to two (2) weeks of Emergency Leave at the sole discretion of the Chief of Police.

C. Any request for extension shall be in writing and shall set forth in detail the reasons therefor. An employee may be granted additional extensions of Emergency Leave at the sole discretion of the Chief upon written request as set out above.

D. Disputes concerning Emergency Leave shall not be subject to the Grievance Procedure.

ARTICLE 37 – WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter referred to or covered in this Agreement.

Further, the parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

This Agreement contains all of the agreements and understandings between the parties; and supersedes all previous agreements and understandings, and no oral agreement or understanding survives the execution hereof.

ARTICLE 38 - EDUCATIONAL REIMBURSEMENT, MANDATED TRAINING, & PROFESSIONAL AFFILIATIONS/LICENSING

AVAILABLE FUNDING:

Effective July 1, 2011, the Commission shall allocate an amount of $1,200 to spend on educational benefits (tuition reimbursement) per fiscal year, for employees covered under this Agreement.

A. Said amount is on a first come, first serve basis. In order to receive reimbursement for that fiscal year, the Financial Services Division must receive any previously approved requests, along with the grade, by June 15th of that fiscal year. Any requests for reimbursements received after June 15th may be charged to the next fiscal year's allotment.

B. Once the $1,200 cap is expended, the educational benefit (tuition reimbursement) is no longer available to employees covered under this Agreement.

C. Any portion of the allocated funds for education reimbursement which are not expended during a fiscal year shall not carry over to the next fiscal year.

COURSE REIMBURSEMENT CRITERIA:

The maximum amount the Department will pay per course is $400. Only one course will be reimbursed per school term. The Commission shall reimburse employees up to 100% of the tuition costs for one course successfully completed during the academic term for a degree- or certificate-related program under the following conditions

A. **Degree/Certificate Program:** The course selected by the employee must be part of a degree or certificate program and approved by the Chief or designee prior to enrollment.

B. **Accredited:** The course must be taken at an accredited college or university.

C. **Satisfactory Grade:** The employee must receive a passing grade of "C" (or its equivalent) or better.

D. **Job-Related:** The degree or certificate program must be job-related. The final decision of whether or not the degree or certificate program is job-related shall be determined solely at the discretion of the Chief.

BOOKS AND/OR RELATED FEES:

The City does not reimburse employees for books and/or related fees.

MANDATED TRAINING:

Employees who are mandated to participate in programs or workshops/conferences will be reimbursed at 100%.

PROFESSIONAL AFFILIATIONS/LICENSING:

The Department shall bear the cost of all licenses and/or certifications required by various regulatory agencies (local, state, and federal) to maintain the employee's required certifications and licenses relating to their current position within the Department.

GRIEVANCE POLICY:

This article shall not be subject to the grievance procedure.

ARTICLE 39 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from midnight, July 1, 2011, until midnight, June 30, 2016.

Any party intending to alter or modify this Agreement or negotiate a successor agreement hereto, shall give notice to the other party of such intention at least one hundred and twenty (120) days prior to the expiration date hereof, after which the parties shall forthwith arrange to commence collective bargaining negotiations.

This Agreement is dated _____, 2014

NASHUA POLICE COMMISSION	NASHUA POLICE COMMUNICATION EMPLOYEES N.E.P.B.A. LOCAL 125, I.U.P.A., AFL-CIO
_____	_____
_____	_____
_____	_____

WITNESSES:

_____	_____
_____	_____
_____	_____