RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF POLICE COMMISSIONERS AND NASHUA POLICE PATROLMAN'S ASSOCIATION, THROUGH JUNE 30, 2011 AND TO FURTHER TRANSFER $167,083 FROM ACCOUNT #597-86605 "CONTINGENCY – NEGOTIATIONS" AND $31,825 FROM ACCOUNT #591-86005 "CONTINGENCY – GENERAL" INTO ACCOUNT #531-11900 "POLICE – PAYROLL ADJUSTMENTS" FOR THE PURPOSE OF FUNDING BASE SALARY ADJUSTMENTS IN CONNECTION WITH THE CONTRACT

CITY OF NASHUA

In the Year Two Thousand and Nine

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 Nashua Police Patrolman's Association, are approved. The collective bargaining agreement covers the period from July 1, 2009 through June 30, 2011.

AND FURTHER RESOLVED that the sums of $167,083 be transferred from Account #597-86605 "Contingency – Negotiations" and $31,825 from Account #591-86005 "Contingency – General" into Account #531-11900 "Police – Payroll Adjustments" for the purpose of funding base salary adjustments in connection with the collective bargaining agreement.

LEGISLATIVE YEAR 2009

RESOLUTION: R-09-250

PURPOSE: **Approving the cost items of a collective bargaining agreement between the Nashua Board of Police Commissioners and Nashua Police Patrolman's Association, through June 30, 2011 and to further transfer $167,083 from account #597-86605 "Contingency – Negotiations" and $31,825 from account #591-86005 "Contingency – General" into account #531-11900 "Police – Payroll Adjustments" for the purpose of funding base salary adjustments in connection with the contract.**

ENDORSERS): **Alderman-at-Large Lori Wilshire**

COMMITTEE ASSIGNMENT:

FISCAL NOTE: **The cost analysis is attached. Funds the base salary costs in connection with the collective bargaining agreement. Reduces general contingency.**

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Police Commissioners and Nashua Police Patrolman's Association. The Agreement has a term of two (2) years, expiring at the end of June, 2011. 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).

This resolution also transfers the necessary funds into police payroll for the purpose of funding base salary adjustments.

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 reappropriate 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 Structure, numbers, and amount: **Financial Services Division**

By: Rosemarie Evans

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

By: [signature]

Date: November 5, 2009

Police Patrolmen Contract Analysis

	Base	Proposed Contract Years		
	FY09	FY10	FY11	Total
Number of Employees in Analysis	135	135	135	135
Negotiated Rank Base Salary Increases		2.5%	2.5%	
Real Annual Increase (Including Specialty Pay and Promotions)		5.9%	4.4%	
Base Pay Calculations				
Rank Pay including Promotions Budgeted/Projected	7,594,411	8,044,009	8,396,525	16,440,534
Specialty Pay Budgeted/Projected	27,896	28,594	29,308	57,902
Total Base Pay	**7,622,307**	**8,072,603**	**8,425,833**	**16,498,436**
Real Annual Increase		5.9%	4.4%	10.5%
Other Salary Costs				
Overtime (18% of Salaries)	1,366,994	1,447,922	1,511,375	2,959,296
Outside Detail (8,500 hours base)*	317,305	334,122	334,122	668,244
Longevity	32,850	38,650	43,600	82,250
Holidays	350,511	371,262	387,532	758,794
Educational Benefits	10,000	10,000	10,000	20,000
Educational Incentives	36,150	36,150	36,150	72,300
Uniform Allowance	103,775	103,775	103,775	207,550
Wellness Reimbursement Allowance	27,000	27,000	27,000	54,000
Total Other Salary Costs	**2,244,585**	**2,368,881**	**2,453,554**	**4,822,434**
Real Annual Increase		5.5%	3.6%	9.3%
Total Base Pay and Other Salary Costs	**9,866,892**	**10,441,483**	**10,879,387**	**21,320,870**
$ Change over Prior Year/Average		574,591	437,904	506,247
% Change over Prior Year/Average		5.8%	4.2%	5.0%
Retirement Costs				
Pension*	1,225,151	1,417,779	1,477,499	2,895,278
FICA and Medi	135,891	143,968	150,307	294,276
Total Pension, FICA, Medi Combined Funds	**1,361,041**	**1,561,747**	**1,627,806**	**3,189,554**
$ Change over Prior Year/Average		200,706	66,059	133,383
% Change over Prior Year/Average		14.7%	4.2%	9.5%
Total Insurance Benefits	**1,537,165**	**1,592,193**	**1,748,891**	**3,341,085**
$ Change over Prior Year/Average		55,028	156,698	105,863
% Change over Prior Year/Average		3.6%	9.8%	6.7%
Total Costs	**12,765,099**	**13,595,424**	**14,256,085**	**27,851,509**
$ Change over Prior Year/Average		830,325	660,661	745,493
% Change over Prior Year/Average		6.5%	4.9%	5.7%
Total Costs over Period at Status Quo	12,765,099	12,765,099	12,765,099	25,530,197
Cumulative $ Change over FY09		830,325	1,490,986	2,321,311
Cumulative % Change over FY09		6.5%	11.7%	18.2%
Average Annual Total Compensation Package	**94,556**	**100,707**	**105,601**	**206,307**
Average Annual Increase per Employee		**6,151**	**4,894**	**5,522**
Average Percentage Increase per Employee		**6.5%**	**4.9%**	**5.7%**

*NOTE: Outside detail salary and related pension costs are reimbursed by contractor.

FY09 figures are based on number of positions budgeted in order to maintain a reasonable comparison with projected years.

Police Patrolman Costing
October 2009

		Projected City Cost
Fiscal Year 2009		
Life Insurance	$	19,141
LTD Insurance		13,230
Health Insurance		1,408,612
Dental Insurance		96,183
Total	**$**	**1,537,165**
Fiscal Year 2010		
Life Insurance	$	14,980
LTD Insurance		13,230
Health Insurance		1,462,033
Dental Insurance		101,951
Total	**$**	**1,592,193**
Fiscal Year 2011		
Life Insurance	$	15,279
LTD Insurance		13,230
Health Insurance		1,608,237
Dental Insurance		112,146
Total	**$**	**1,748,891**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA POLICE COMMISSION

AND

NASHUA POLICE PATROLMAN'S ASSOCIATION

July 1, 2005~~9~~, - June 30, 200~~9~~11

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ARTICLE 1
PREAMBLE

Pursuant to New Hampshire RSA 273-A, and other applicable laws and statutes, this Agreement has been entered into by the Nashua Board of Police Commissioners, hereinafter referred to as the "Commission" and the Nashua Police Patrolman's Association, 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

The Commission recognizes the Union as the sole and exclusive representative for full-time and part-time employees of the Nashua Police Department, 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.

Nothing in this Agreement shall be construed as a waiver of the Union's right to collectively bargain over any changes in mandatory negotiable wages, hours, or other terms or conditions of employment.

ARTICLE 3
DEFINITIONS

A. **BOARD OF POLICE COMMISSIONERS**: Police Commissioners appointed in accordance with Chapter 3, Section A-101, of the Nashua Revised ordinances.

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

C. **CITY**: The City of Nashua, New Hampshire.

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

E. **DEPARTMENT**: The Nashua, New Hampshire, Police Department and its staff members to include the Chief of Police, the Deputy Chief of Operations, the Bureau Commanders, and other supervisory/ administrative positions that hold the rank of Captain or above.

F. **EMPLOYEE**: All full-time police officers below the rank of Sergeant who have completed their probationary period of one year with the Department.

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

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

I. **MANAGEMENT**: The Commission; the Chief of Police; the Deputy Chief of Operations; or, the Bureau Commanders.

J. **PARTIES**: The Commission; the Union.

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

L. **SENIORITY**: Established first by date of certification as Master Patrol Officer, then by date of hire.

M. **UNION**: Nashua Police Patrolman's Association.

N. **PART-TIME POLICE OFFICER**: A police officer who:

1. Works 34 hours or less a week and does not contribute toward the NH Retirement System;

2. Is assigned to work a technical or specialty position within the Department;

3. Does not perform any normal patrol police function except for their assigned specialty/technical position; and

4. Meets training or other requirements as outlined by the NH Police Standards & Training Council, applicable CALEA and/or State Accreditation Standards, and the Department.

ARTICLE 4
STABILITY OF AGREEMENT

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

ARTICLE 5
DEDUCTION OF DUES

A. An employee, who is or who may become a member of the Union, may execute a written authorization providing that a portion of his salary representing monthly dues be withheld weekly and forwarded to the Union.

B. Upon receiving a properly executed Authorization and Assignment Form from an employee, the Commission shall cause the City Comptroller to deduct from salary due, the amount authorized.

1. Each month, a check for the amount of all dues deducted, along with a current list of members from whose salary dues deductions have been made, shall be transmitted to the Local Treasurer of the Union as follows: Comptroller - Nashua Police Patrolman's Association, P.O. Box 3783, Nashua, NH 03061-3783.

2. The deduction shall be only in the amount, certified in writing by the President or the Treasurer of the Union, as representing monthly dues uniformly required as a condition of acquiring or retaining membership.

C. An employee who executes such authorization form shall continue to have such deductions made from his salary during the term of the Agreement or until he notifies the

Commission in writing, with a copy to the Union, that the Authorization and Assignment 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.

D. Dues deductions shall be subordinate to deductions required by law. No deductions shall be made if an employee has insufficient salary in any pay period. The Commission shall not be responsible for deducting any arrearage in dues owed to the Union by a member.

E. 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.

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

ARTICLE 6
EMPLOYEE RIGHTS

A. It is agreed that neither the Commission, nor the Department will:

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

2. 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;

3. Discharge, suspend, discipline, or otherwise discriminate against any employee because the employee has filed a complaint, affidavit, or petition, or given information or testimony on a grievance, as set forth in RSA 273-A;

4. Restrain, coerce, or otherwise interfere with the Union in the exercise of rights granted by statute or this Agreement.

B. During the disciplinary process, the following will apply:

1. To be disciplined for just cause only.

2. To determine if a hearing will be a public or nonpublic session in accordance with RSA 91-A:3, II-(a);

3. To be notified that a documented complaint has been received from a citizen against an employee, unless said notification would directly interfere with an on-going investigation conducted by the Nashua Police Department.

4. A police officer, being interviewed where discipline could result or at a meeting/hearing concerning pending discipline, will be afforded one representative from the Collective Bargaining Unit only as it pertains to the below listed procedures under NLRB v. Weingarten:

   - The employee must reasonably believe that the interview will result in disciplinary action.
   - The employee must request such representation.
   - The exercise of the right to representation cannot unduly interfere with legitimate needs of the employer.

5. During an investigation conducted by the Nashua Police Department of an offense committed which could result in criminal proceedings, administrative rights may be provided to the police officer. The administrative rights as outlined under Garrity v. New Jersey are to:

   - Advise the officer that the answers to the questions will not be used against the officer in criminal proceedings.
   - Order the officer to answer the questions under threat of disciplinary action; and
   - Ask questions which are specifically, directly, and narrowly related to the officer's duties or the officer's fitness for duty.

6. As outlined under Cleveland Board of Education v. Loudermill, prior to discipline being imposed (pre-disciplinary hearing/meeting), a police officer is entitled to receive:

   - A written notice of the charge(s);
   - A gist of the allegations;
   - Possible disciplinary action(s) to be taken; and
   - An opportunity to be heard.

7. For post-disciplinary hearings, an employee is entitled to receive copies, in total, of the documentation supporting the punitive disciplinary action(s).

8. Interviews and investigations conducted by the Nashua Police Department shall be concluded with no unreasonable delay. The employee shall be advised either in writing or verbally of the results of the completed, documented Nashua Police Department investigation.

9. When the Nashua Police Department conducts an investigation, during the interview of any employee it shall be at a reasonable hour, preferably when the employee is on duty, unless exigency of the interview dictates otherwise.

C. The Department maintains a purging system for official personnel files as follows:

1. To request, by the appropriate officer, a review of stale disciplinary documentation after a period of five (5) years for purging from his respective personnel file;

2. It is at the sole discretion of the Chief of Police to purge or not purge the documentation.

3. If not purged, the documentation will remain in the respective/applicable personnel file until the seven- year period as defined below.

4. To have stale disciplinary documentation purged from respective/ applicable personnel files after a period of seven (7) years.

ARTICLE 7
MANAGEMENT RIGHTS

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, including, but not limited to, the specific rights to:

A. Control the management and administration of the department;

B. Hire, promote, transfer, assign, retain, and direct employees within the 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 violate the terms of this Agreement.

E. Determine the methods, means, and personnel by which Department operations are to be conducted;

F. Determine the content of Job Classifications;

G. Exercise complete; control and discretion over the 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 department

I. Exercise managerial policy as set forth in RSA 273-A:I, XI.

None of the rights, responsibilities, and prerogatives that are delegated to the Commission, by virtue of statute and Charter provisions, 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 8
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.

Employees who are not members of the Union shall not be required to pay dues to the Union. 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 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
GRIEVANCE PROCEDURE

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

Grievances at all levels will be in writing. 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**, unless otherwise noted below.

SECTION A

STEP 1. An employee or the Union having the grievance will present the grievance in writing to his/her Bureau Commander within seven (7) calendar days of its occurrence. The Bureau Commander will reply in writing to the grievant within seven (7) calendar days after the grievance is presented. If the grievance is directed at the grievant's Bureau Commander, then the grievance may be started at **STEP 2**, as applicable.

STEP 2. Failing a settlement at **STEP 1**, the grievant may present the grievance in writing to the appropriate Deputy Chief in writing within seven (7) calendar days after the reply in **STEP 1**. The appropriate Deputy Chief will reply in writing to the grievant within seven (7) calendar days after the grievance is presented. If the appropriate Deputy Chief is unavailable, the grievance will go to the next step, **STEP 3**. If the grievance is directed at a Deputy Chief, 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 Chief in writing within ten (10) calendar days after the reply in **STEP 2**. 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** and **2**;

E. The remedy that is desired;

F. The signature of the grievant.

The Chief will reply to the grievant 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.

If a member chooses to grieve a disciplinary action given by the Chief of Police, in accordance with the Grievance procedure, the discipline, either all or part of it, can be held in abeyance at the sole discretion of the Chief of Police. The decision to hold the discipline in abeyance shall not be grievable and can be rescinded at any time by the Chief of Police.

STEP 4. Failing a settlement at **STEP 3**, the grievant may present the grievance to the Police Commission in writing within ten (10) calendar days after the reply in **STEP 3**. The grievant will provide the same information as in **STEP 3**. The Police Commission will reply in writing to the grievant within fifteen (15) working days after the grievance is presented before the Police Commission.

STEP 5. Failing a settlement at **STEP 4**, the grievant may present the grievance in writing to the Union within thirty (30) working days after the reply in **STEP 4**. 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 American Arbitration Association, Public Employee Labor Relations Board, or the Hillsborough County Superior Court within sixty (60) working days after receiving the grievance from the grievant. Expenses incurred under **STEP 5** will be shared equally by the Commission and the Union.

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

Each grievance will be separately processed under the Grievance Procedure.

SECTION D

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 American Arbitration Association, the Public Employee Labor Relations Board or Hillsborough County Superior Court within sixty (60) working days after the reply.

SECTION E

No party acting under **STEP 5** 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.

SECTION F

The parties recognize that after **STEP 3** of the grievance procedure, additional time may be required by both parties to process the grievance. Notwithstanding the provisions of **STEP 3**, the parties may agree in writing to extend any of the time limits set forth in **STEPS 4** and **5** 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. The Union's failure to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.

C. 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 with Department operations, management, at its discretion, may allow investigation and processing thereof during working time.

SECTION G

The time spent in adjusting grievances between an employer and employees during the time employees are on duty is considered hours worked. For time spent in adjusting grievances when the employee is off duty will not be considered time worked and the employee will not be compensated. If there is ample manpower available and no overtime in incurred, the Department will make every effort to adjust the hours of the officer if working during another shift the day of the grievance hearing at the discretion of the Chief of Police or designee.

ARTICLE 11
RESIDENCE

Employees of the Department shall reside in the continental United States.

ARTICLE 12
VACATIONS

Part-Time Employees:

Part-Time Employees, who work 34 hours a week, are entitled to the following vacation time: 3 weeks of vacation of 34-hour weeks which is equal to 12 days of 8.5 hours per day or 102 hours.

Full-Time Employees: Full-Time employees are entitled to the following vacation time:

10 Workdays (.83333 Accrual Rate) After One (1) Year continuous service
15 Workdays (1.25 Accrual Rate) After ~~Five~~ Four (~~5~~4) Years continuous service
20 Workdays (1.6666 Accrual Rate) After Nine (9) Years continuous service
25 Workdays (2.083 Accrual Rate) After Sixteen (16) Years continuous Service

Vacations will be chosen according to seniority. The number of employees allowed on vacation at one time shall be determined by the Chief or his designee and shall not be affected by the availability of supervisors. The approval of block weeks and singular days will not be contingent upon the availability of any civilians. There shall be only 4 patrolmen allowed to be on vacation, in any combination of block weeks and singular vacation days, per shift, per day.

Block Weeks: All vacation 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.

A. Vacation block weeks will run from Saturday to Friday.

B. A vacation block week will consist of 5 vacation days within the block.

C. Vacation block weeks will take precedence over singular vacation days, personal days, swaps, etc.

D. A maximum of 2 weeks (10 vacation days) may be taken at one time.

E. Any extension to the vacation week(s) by utilizing swaps, etc., may be allowed at the discretion of the member's Bureau Commander.

F. Any extension to the vacation week(s) by utilizing a personal day may be allowed at the discretion of the Chief of Police or designee.

G. Approval of a continuous third vacation block week, for an individual member, will be at the discretion of the Chief of Police.

H. A fourth vacation week block of time (allowing more than 3 patrolmen at one time), will be allowed.

Singular Vacation Days: Full-Time members may utilize half of their normal yearly accrual, up to a maximum of 10 days, as singular vacation days.

10 Workdays (.83333 Accrual Rate) = 5 days may be used as singular vacation days.
15 Workdays (1.25 Accrual Rate) = 7 days may be used as singular vacation days.
20 Workdays (1.6666 Accrual Rate) = 10 days may be used as singular vacation days.
25 Workdays (2.083 Accrual Rate) = 10 days may be used as singular vacation days.

A singular vacation day may be taken by not more than two members per shift, per day (on their scheduled shift), provided that on the requested day no more than two members on the same shift are on a vacation day of their block vacation week. If officers are on a normal day off during their block week vacation, up to two singular days may be approved per shift, per day, for a total of four (4) patrolmen allowed to be on vacation.

A. - A written request for the desired vacation day is to be given to the Chief or designee not less than two (2) days prior to the date of such vacation day. Singular vacation days may be chosen for the year in advance at any time. However, approved singular vacation days can be superseded at any time by a block week vacation, since block weeks take precedence over singular vacation days and to ensure there will be only 4 patrolmen at one time, in any combination of block weeks and singular vacation days, on vacation leave per shift, per day.

B. The 2-day notice period may be waived at the discretion of the Chief or designee.

C. If more than one employee requests a singular vacation day for the same day and shift, the members with more Department seniority shall be entitled to the day off, unless the day off has already been approved for the less senior officer.

D. Singular vacation days take precedence over personal days. Because up to 4 patrolmen may be on vacation leave per shift, per day, singular vacation days will supersede personal days even when previously approved.

Carry Over Vacation Time – Full-Time Employees:
Vacation shall be taken prior to the end of the calendar year ~~and may not be carried over without specific approval by the Chief.~~in which it is received, however, up to five (5) vacation days can be carried over into the next calendar year, but all days carried over must be taken by May 1 of that year except that a vacation block week carry over may extend beyond May 1 if begun before that date. This carry over provision shall not affect or change the provisions regarding maximal accrual amounts or loss of accrual amounts contained in this article. Vacation time accrued but not used shall, upon retirement, be paid in a lump sum to the employee. Unused vacation time will be paid in a lump sum to the employee's estate if he dies while employed by the Department.

Accrual Limits/Restrictions - Full-Time Employees:
Vacation time accrued but not used, up to a maximum of 20 days, shall be paid in a lump sum when the employee is no longer a member of the department. Unused vacation time, up to a maximum of 20 days, shall be paid in a lump sum to the employee's estate if death occurs while employed by the department.

Duty Callback Overtime – Full-Time Employees:
Members shall be paid time and a half of their regular rate of pay for a callback during a vacation block week and granted an additional day which may be banked for future use.

Duty Callback Overtime – Part-Time Employees: The policy for part-time employees under Article 33, "Time Coming" shall apply. Employees will be granted an additional day which may be banked for future use.

Carry Over of Vacation Time for Part-Time Employee & Accrual Limits/ Restrictions:
Vacation may be carried over into the next calendar year without specific approval by the Chief, but limited to a maximum of 12 days of 8.5 hours per day or 102 hours (3 weeks of a 34 hours/week schedule). Vacation time accrued but not used, up to a maximum listed above, shall be paid in a lump sum when the employee is no longer a member of the Department. Unused vacation time, up to a maximum as specified above, shall be paid in a lump sum to the employee's estate if death occurs while employed by the Department.

ARTICLE 13
LONGEVITY

Full-Time Employees:

A. Full-Time employees who have been employed by the Department on an uninterrupted basis, except by reason of layoff or approved leave of absence, shall receive a longevity payment in one lump sum the week following the employee's anniversary date as follows:

Seven (7) through Nine (9) Years of Service..... $300.00
Ten (10) Years of Service $500.00
Eleven (11) Years and Above of Service.....Additional $50.00 each year thereafter

B. Full-Time employees eligible to receive longevity pay who are not employed by the Department on their anniversary date of any year, shall forfeit the right to all or any portion of longevity pay to which they would be entitled.

Part-Time Employees: Part-Time employees are not eligible for the Longevity Benefit.

ARTICLE 14
HOLIDAYS

Full-Time Employees: The following days will be paid holidays for full-time employees:

New Year's Day
Washington's Birthday
St. Patrick's Day
Fast Day (Fourth Monday in April)
Memorial Day
Flag Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day
Veterans Day (Effective 11/07)

Part-Time Employees: The following days will be paid holidays for the 34-hour part-time employee: (6 holidays)

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

Holiday Pay: Employees who work shall receive one day's pay at the employee's regular rate for the above holidays in addition to their regular pay. In order to qualify for holiday pay, 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.

ARTICLE 15
UNIFORM ALLOWANCE

Full-Time Employees: The allowance for uniforms per full-time employee shall be as follows:

Fiscal Year 200~~6~~10, Available July 1, 2005~~9~~.....$775~~00~~.00
Fiscal Year 200~~7~~11, Available July 1, 2006~~10~~.....$775~~00~~.00
~~Fiscal Year 2008, Available July 1, 2007.....$750.00~~

~~Fiscal Year 2009, Available July 1, 2008.....$775.00~~

Part-Time Employees: Part-Time Employees (who work 34 hours a week), are eligible for a uniform allowance of $350 per fiscal year. The clothing allowance shall be used only to purchase the uniform as outlined under the Rules & Regulations Manual for the technical or specialty position or as approved by the Chief of Police.

ARTICLE 15A
WELLNESS REIMBURSEMENT ALLOWANCE

Part-Time Employees: Part-Time employees are not eligible for this benefit.

Full-Time Employees: The Wellness Reimbursement Allowance per full-time employee per fiscal year shall be as follows:

Fiscal Year 200~~3~~10, Available July 1, 2002~~9~~.....$25~~0~~0.00
Fiscal Year 200~~4~~11, Available July 1, 200~~3~~10.....$200.00
~~Fiscal Year 2005, Available July 1, 2004.....$200.00~~

A. Beginning upon the signing of the contract, upon submitting proof of payment for membership costs to the appropriate personnel within the Administrative Bureau, the Department will reimburse employees up to $200.00 to maintain membership in a bona fide health or fitness club.

B. Reimbursements shall occur annually and any unused portion of the reimbursement will not carry over to a subsequent fiscal year.

C. The Department reserves the right to verify an employee's active membership at any time during the fiscal year.

ARTICLE 16
MEDICAL/HOSPITAL, LIFE, & DENTAL INSURANCES

~~**EFFECTIVE JULY 1, 2005:** Except as otherwise provided in this Article 16 upon request of an eligible full time member of the bargaining unit, the City shall offer individual, two-person, or family coverage under one of the following plans offered by the City, if available, or a comparable plan if the following plan(s) are not available. For eligible full time members, the City shall contribute 85% of the premium for option (b) and 95% of the premium for option (c). The City shall contribute toward the premium of option (a) and the same dollar amount it contributes toward the premium of option (b).~~

~~A.Blue Cross/Blue Shield Plan JWM;~~
~~B.Blue Choice New England Point-of-Service Plan, or~~
~~C.A choice of HMO Blue or Harvard Pilgrim Health Care of New England.~~

~~**EFFECTIVE JULY 1, 2006:** Except as otherwise provided in this Article 16, upon request of an eligible full time member of the bargaining unit, the City shall offer individual, two-person, or family overage under one of the following plans offered by the City, if available, or a comparable plan if the following plan(s) are not available. For eligible full time members, the City shall contribute 85% of the premium for option (a) and 95% of the premium for option (b).~~

~~A. Blue Choice New England Point-of-Service Plan; or~~

~~B. A choice of HMO Blue or Harvard Pilgrim Health Care of New England~~

~~**EFFECTIVE JULY 1, 2007:** Except as otherwise provided in this Article 16, upon request of an eligible full time member of the bargaining unit, the City shall offer individual, two-person, or family coverage under one of the following plans offered by the City, if available and, in addition to those plans may offer a comparable plan that may include carving out prescription benefits from a health insurance company to be managed by a Pharmacy Benefits Manager. For eligible full time members, the City shall contribute 82 ½ % premium for option (a) and 92 ½ % of the premium for option (b).~~

~~A. Blue Choice New England Point-of-Service Plan; or~~
~~B. A choice of HMO Blue or Harvard Pilgrim Health Care of New England~~

EFFECTIVE JULY 1, 2008: Except as otherwise provided in this Article 16, upon request of an eligible full time member of the bargaining unit, the City shall offer individual, two-person, or family coverage under one of the following plans offered by the City, if available and, in addition to those plans may offer a comparable plan that may include carving out prescription benefits from a health insurance company to be managed by a Pharmacy Benefits Manager. For eligible full time members, the City shall contribute 80% of the premium for option (a) and 90% of the premium for option (b).

A. Blue Choice New England Point-of-Service Plan; or
B. A choice of HMO Blue or Harvard Pilgrim Health Care of New England

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

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

~~If any City bargaining unit negotiates a contract that does not achieve a 80%/90% cost sharing at the beginning of its final year then the Union shall have the right to reopen this contract to negotiate medical insurance cost sharing.~~

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.

Joint Labor/Management Committee: For the duration of this Agreement, the Association will participate in the City of Nashua Health Plan Advisory Committee.

Specified Enrollment Period/Changing Plans: Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of a HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the extent permitted by the plans.

Part-Time Employees: For part-time eligible members, the City's contributions shall be prorated based upon the number of hours worked per week. (Formula: City Share divided by 40 hours x weekly hours worked.)

Any patrolman requesting initial membership in one of the programs may enter only during a specified enrollment period. Any patrolman 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.

LIFE INSURANCE

The Commission shall ensure through the City of Nashua that 100% of the premium is paid for a life insurance policy upon the life of each full-time and part-time employee to a maximum benefit equal to that employee's annual base salary. The right to select and change the beneficiary shall be retained by the employee.

DENTAL INSURANCE

Full-Time Employees: The Commission shall ensure through the City of Nashua that each full-time employee covered under this agreement is provided a 2-person Dental Plan, Coverage A, B, and C, at no cost to the employee, except for single employees who shall receive a 100% paid 1-person Dental Plan.

Part-Time Employees: For part-time employees, the City's contribution shall be prorated based upon the number of hours worked per week. (Formula: City Share divided by 40 hours x weekly hours worked.)

Family Plan: 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.

Enrollment/Group Re-Opening: Any patrolman requesting initial membership in one of the plans may enter only during a specified enrollment period (group re-opening). Any patrolman 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.

ARTICLE 17
SICK LEAVE

The Chief's designee for the purposes of this Article shall be the Bureau Commander or Divisional Supervisor.

Accrual Rate:

A. Full-Time Employees: Full-Time employees shall be allowed to accrue an unlimited amount of sick hours. Sick leave shall be accrued at the rate of 10 hours per month, a total of 120 hours, in any calendar year. If sick time taken exceeds 120 hours in any calendar year and prior accrued sick leave is available, it may be used for that illness upon approval of the Chief.

B. Part-Time Employees Part-Time Employee shall be allowed to accrue an unlimited amount of sick hours. Sick leave shall be accrued at a rate specified below:

34 hours/week = 8.5 monthly hourly accrual rate or
102 hours/12 days per year.

Retirement/Death Benefit:

A. **Full-Time Employees:** A maximum of 960 accrued sick hours (120 days) may be paid only after a full-time employee has voluntarily terminated employment and completed twenty (20) years of service with the Department or within the New Hampshire Retirement System as required by State Statutes. Payment of such sick hours (120

days) shall be made to the employee's estate if death occurs while employed by the Department.

B. **Part-Time Employees:** This article does not apply to part-time employees.

Loss of Sick Days:

A. **Full-Time Employees:** Except in the case of death, accrued sick hours shall be lost if termination of employment is for any reason other than retirement, or voluntarily termination after completion of twenty (20) years with the New Hampshire Retirement System as provided by law.

B. **Part-Time Employees:** For part-time employees, accrued sick hours shall be lost after termination of employment, including death.

Leaving During Tour of Duty: Employees leaving their tour of duty sick shall complete NPD Form #710, "Documentation of Time Not Worked." The time (in hours) will be rounded up to the nearest ½ hour and will be deducted from the employee's accrued sick leave.

Physician's Verification: Employees taking three (3) or more successive sick days shall provide a physician's verification of absence within five (5) days after returning to work. Such verification shall be directed to the attention of the employee's Bureau Commander.

Statement of Absence:
Employees taking less than three (3) days sick leave shall complete NPD Form 700, "Statement of Absence." This form shall be submitted to the attention of the employee's Bureau Commander within two (2) days after returning to work.

Notification: Employees shall provide timely notification to the Desk Sergeant or appropriate on-duty supervisor at headquarters on a daily basis of their intention to take sick leave, unless other arrangements have been made and approved by the employee's Bureau Commander or Divisional Supervisor.

Abuse of Sick Leave: Employees who abuse sick leave, shall forfeit ten (10) days (80 hours) accruable sick time and may be subject to dismissal. If the employee does not have ten (10) sick days (80 hours) accrued, the next ten (10) accrued sick leave days (80 hours) to which the employee is entitled, shall be forfeited.

Sick Leave Bank:

A. All full-time sworn police officers may maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave credits. Part-Time employees may be eligible to contribute toward the sick leave bank according to the rules outlined by the Sick Bank Committee.

B. The rules and procedures of the sick leave bank shall be established by a Sick Leave Bank Committee appointed by the Association.

C. A copy of all rules and procedures under which the sick leave bank operates must be provided to the Chief by the Association.

D. The Sick Leave Bank Article or the procedures and standards established by the Sick Leave Bank Committee 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.

Procedures:

A. Such leave shall normally commence upon the day following the death of the immediate family member. For full-time employees, the leave shall consist of three (3) consecutive calendar days with pay. Bereavement leave for 34-hour part-time employees shall consist of two (2) consecutive calendar days with pay (8.5 hours x 2 days).

B. 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 consecutive bereavement leave days as specified above.

C. At the discretion of the Chief of Police or Deputy Chief of Operations, the consecutive days, as specified in paragraph A, may be broken up between the initial notification and the actual day of the funeral services.

D. Employees on scheduled time off shall not be eligible for payment for bereavement leave during such time off.

Immediate Family:

Members of the Immediate Family shall include the following:

Wife	Husband	Step-Mother
Mother	Step-Father	Mother-in-Law
Sister	Grandmother	Step-Son
Son	Daughter	Father-in-Law
Brother	Step-Daughter	Father
Grandfather	Step-Brother	Brother-in-Law
Step-Sister	Sister-in-Law	Blood Relative/Ward residing in the same household as the employee

ARTICLE 19
EMERGENCY LEAVE

A. With prior approval, and at the discretion of the Chief of Police or his designee, Emergency Leave shall be granted to full-time and part-time 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 20
PERSONAL DAYS

For the purpose of this Article the words "personal day" means "a day for which an employee is excused from active duty for personal reasons." The Chief's designee for purposes of this Article shall be the Bureau Commander. In the absence of the Bureau Commander, the designee may be the Divisional Supervisor.

Full-Time Employees: With prior approval of the Chief or his designee and dependent upon manpower availability, an employee may take a maximum of four (4) personal days during the calendar year.

Part-Time Employees: With prior approval of the Chief or his designee and dependent upon manpower availability, the 34-hour part-time employee may take a maximum of two (2) personal days during the calendar year (8.5 hours x 2 days).

Procedures for Use of Personal Days:

A. The employee must provide a written request for the desired personal day to the Chief or his designee not more than fifteen (15) days, nor less than two (2) days prior to the date of such personal day. The 2-day notice period may be waived at the discretion of the Chief or his designee.

B. Vacation days will have precedence over personal days. Once the personal day has been approved, the approval is final. Any request to change or cancel an approved personal day shall be made in writing. Approved personal days are subject to cancellation by the Chief or his designee only to accommodate the needs of the Department.

C. Personal days shall not be taken consecutively.

D. Personal days shall not be accrued or transferred to the next calendar year.

E. Personal days shall be deducted from the employee's accumulated sick leave. If an employee has no sick leave accrued, the employee shall not be eligible for a personal day.

F. Any extension to the vacation week(s) by utilizing a personal day may be allowed at the discretion of the Chief of Police or designee.

Disputes concerning personal days shall follow the Grievance Procedure through **STEP 3**, at which point, the decision shall be final and binding upon the parties.

ARTICLE 21
EXCHANGE OF WORKDAYS

Part-Time Employees: Part-Time employees are not eligible for the exchange of workdays.

Full-Time Employees: With prior approval and at the discretion of the Chief or his designee, full-time employees may exchange workdays if both employees involved in the exchange agree; provided that written, advance notice signed by both employees involved in the exchange is given to the Chief or his designee two (2) days prior to each exchange of workday desired. The two (2) day notice period may be waived at the discretion of the Chief or his designee.

A. Exchanges of workdays shall not be allowed if the exchange results in an employee working consecutive shifts, or if the exchange results in interference with court appearances, scheduled training, or otherwise interferes with other police-related duties or the orderly operation of the Department.

B. If an employee involved in such exchange calls in sick on the exchange day, that employee shall lose one (1) day (8 hours) of sick leave.

Disputes concerning Exchange of Workdays shall follow the Grievance Procedure through **STEP 3**, at which point, the decision shall be final and binding upon the parties.

ARTICLE 22
SHIFT EXCHANGES

For the purposes of this Article, "shift" means, "an eight (8) hour tour of duty in excess of a single workday covering the next schedule of assignments period." The exchange will be for the entire schedule of assignments period.

Part-Time Employees: Part-Time employees are not eligible for shift exchanges.

Full-Time Employees: With prior approval and at the sole discretion of the Chief, full-time employees may exchange shifts if both employees involved agree; provided that written advanced notice signed by both employees involved in the exchange is given to the Chief or his designee two (2) weeks prior to the next schedule of assignments for the shift desired.

A. No more than six (6) shift exchanges involving twelve (12) employees shall be allowed during each calendar quarter. If conflicts arise, the seniority of the requesting officer will be the determining factor for approval. Each year an employee may make only one (1) shift exchange under this article.

B. Disputes concerning shift exchanges shall follow the Grievance Procedure through **STEP 3,** at which point, the decision shall be final and binding upon the parties.

ARTICLE 23
WAGES

Wages shall be paid in accordance with the following schedule:

~~RANK~~	~~ANNUAL BASE WAGES AS OF FY 05~~	~~Eff. 7/1/05 FY 06~~	~~Eff. 7/1/06 FY 07~~	~~Eff. 7/1/07 FY 08~~	~~Eff. 7/1/08 FY 09~~
~~Master Patrolmen~~	~~$ 54,768~~	~~$54,768~~	~~$56,959~~	~~$59,237~~	~~$61,310~~
~~Senior Patrolmen~~	~~$ 51,901~~	~~$51,901~~	~~$53,977~~	~~$56,136~~	~~$58,101~~
~~Patrolmen~~	~~$ 51,507~~	~~$51,507~~	~~$53,567~~	~~$55,710~~	~~$57,660~~
~~Second Year Special Officers~~	~~$ 45,814~~	~~$45,814~~	~~$47,647~~	~~$49,552~~	~~$51,287~~
~~Part-Time Employees~~	~~$ 34,105~~ ~~$19.2904/Hr.~~	~~$ 34,105~~ ~~$19.2904/Hr.~~	~~$35,469~~ ~~$20.0620/Hr.~~	~~$36,888~~ ~~$20.8645/Hr.~~	~~$38,179~~ ~~$21.5948/Hr.~~

RANK	ANNUAL BASE WAGES AS OF FY 09	Effective 7/1/09 FY 10	Effective 7/1/10 FY 11
Master Patrolmen	$61,310	$62,843	$64,144
Senior Patrolmen	$58,101	$59,554	$61,043
Patrolmen	$57,660	$59,102	$60,580
Second Year Special Officers	$51,287	$52,569	$53,883
Part-Time Employees	$38,179 $21.5948/Hr	$39,133 $22,1341/Hr	$40,111 $22.6878/Hr

This schedule includes the following pay increases:

1. Effective July 1, 200~~5~~9, employees shall receive a ~~0~~2.5% cost of living increase

2. Effective July 1, 200~~6~~10, employees shall receive a ~~4~~2.5% cost of living increase

~~3. Effective July 1, 2007, employees shall receive a 4% cost of living increase~~

~~4. Effective July 1, 2008, employees shall receive a 3.5% cost of living increase~~

Specialty Pay

Officers assigned to the Narcotics/Intelligence Division will receive a 6% differential pay (6% of the current officer's rank base pay).

Officers assigned to the Detective Bureau under the Criminal Investigation Division, the Youth Services Division, and the Evidence/Identification Division, excluding School Resource Officers and part-time officers, shall receive a .5% differential pay (.5% of the current officer's rank base pay).

Canine Duty Pay

In compensation for the time spent off-duty by canine officers maintaining their assigned dogs, canine officers shall receive three (3) hours of overtime per week.

ARTICLE 24
WORK SCHEDULE

Full-Time Officers: Full-Time officers may be assigned to work any of the following work schedules:

A. 4 day on, 2 day off work schedule.

B. A 5 day on, 2 day off work schedule.

Employees designated as Group 8, 9, or 10 who work the five (5) days on, two (2) days off schedule, shall receive an additional seventeen (17) days off per calendar year (known as "Special Personal Days"), which shall be designated by the employee upon approval of the appropriate Bureau Commander.

Such days off shall be prorated accordingly for those officers transferring from one day-off schedule into another for a portion of the year.

Officers transferring from a 5 & 2 Schedule into a 4 & 2 Schedule shall receive their pending Special Personal Days as days off prior to their transfer into another Bureau as approved by the appropriate Bureau Commander. Such days off shall not be taken consecutively.

Part-Time Officers: The language under Article 24 does not pertain to part-time employees. Part-Time employees shall be flexible in their work schedule in order to meet the Department's needs and shall be assigned to work particular days during the week by the appropriate Bureau Commander or designee. Part-Time employees shall work their technical or specialty assignment only, and his regular schedule shall not be altered to work at any patrol police function. As required by State Law regarding light duty assignments for workers compensation claims, the part-time employee may be assigned to work at other low impact assignments within their Bureau or other Bureaus.

ARTICLE 25
OVERTIME

Full-Time Employees: Time and one-half the regular rate of pay shall be paid for all work done in excess of eight (8) hours in any one (1) day of scheduled duty.

Part-Time Employees: Part-Time employees, working 34 hours or less, are not eligible for membership with the NH Retirement System, and will not be able to work overtime which would bring their total hours beyond 34 hours a week.

Duty Callback Overtime – Full-Time Employees:

A. Except as provided below, all callback overtime shall be for a minimum of three (3) hours, provided that if the three (3) hour minimum overlaps with regular duty time, overtime pay shall be only for hours worked in excess of the regular duty schedule.

B. Members shall be compensated for thirty (30) minutes preparation time at time and one-half the regular rate of pay only when the call to report back is within two (2) hours of the time required for reporting to duty and the actual time worked is three (3) hours or more.

1. When actual time worked is less than three (3) hours, preparation time will not be compensated.

2. "Duty callback overtime" does not cover court time, training, ALS hearings, other administrative hearings, or similar events.

3. Compensation for "preparation time" does not include travel time or mileage reimbursement.

Duty Callback Overtime – Part-Time Employees: The policy for part-time employees under Article 33, "Time Coming" shall apply.

ARTICLE 26
COURT TIME

Full-Time Employees: For time in court, full-time employees shall be paid time and one-half the regular rate of pay. All court overtime shall be for a minimum of three (3) hours, provided that if the three (3) hour minimum overlaps with regular duty time, overtime pay shall be only for hours in court in excess of the regular duty schedule. Any time in excess of three (3) hours shall be paid based upon hours worked. The Department will notify an employee of the need to appear in Nashua District Court at least twenty-four (24) hours in advance. The Department shall notify an employee of the cancellation of a Nashua District Court appearance at least twenty-four (24) hours in advance. If the Department does not give twenty-four (24) hours notice of a Nashua District Court appearance or cancellation, the Department shall pay the employee one (1) hour of overtime compensation in addition to any other amounts due.

Part-Time Employees: The language under this Article does not pertain to part-time employees. Their work schedule will be rearranged during the week in order for the part-time employee to attend the necessary court on behalf of the Department. The Department will notify an employee of the need to appear in Nashua District Court at least twenty-four (24) hours in advance. The Department shall notify an employee of the cancellation of a Nashua District Court appearance at least twenty-four (24) hours in advance. If the Department does not give twenty-four (24) hours notice of a Nashua District Court appearance or cancellation, the Department shall pay the employee a 1-hour penalty fee based on the employee's 1 ½ times normal rate in addition to any other amounts due.

ARTICLE 27
OUTSIDE DETAILS

Part-Time Employees: Part-Time employees are not eligible to work at any Outside Details.

Compensation Rate – Full-Time Employees:

A. Outside details shall be compensated at the ~~$36.81~~38.75 per hour.

B. A $3.00 per hour premium will be added to the hourly rate for outside details where alcoholic beverages are served.

C. Compensation shall be paid for a minimum of four (4) hours.

D. The premium rate shall not be subject to pyramiding for the purpose of calculating overtime.

E. Assignment Responsibilities: Employees accepting and assigned to outside details shall fulfill such assignments, or notify the Desk Sergeant or appropriate on-duty Supervisor of their inability to fulfill the detail at least two (2) hours prior to the start of the detail. There shall be no penalty for failure to fulfill such detail provided that the employee has designated an acceptable substitute willing to fulfill the detail. If an outside detail must be canceled due to a Department obligation and then the obligation is canceled, the employee's name shall be put back on the top of the list to be considered for any open jobs.

F. Repeated Cancellations:

1. Repeated cancellations by employees without two (2) hours notice shall be treated as set out below:

   a. First Cancellation shall result in ineligibility to be considered for outside details for a period of seven (7) calendar days;

   b. Second Cancellation within a sixty (60) day period of the first, shall result in ineligibility to be considered for outside details for a period of fourteen (14) calendar days from the date of detail;

   c. Third Cancellation within a sixty (60) day period of the first cancellation shall result in ineligibility to be considered for outside details for a period of thirty (30) calendar days.

2. Any further cancellations, in addition to the above, shall result in the employee's ineligibility to be considered for outside details for a period of one (1) year from the date of the first cancellation.

3. Cancellation within two (2) hours of scheduled outside detail shall be honored only for bona fide inability to report as the result of:

   a. Verifiable illness;

   b. Accident; or,

   c. Other reason beyond the employee's control and approved by the Chief or his designee.

ARTICLE 28
BULLETIN BOARD

The Commission shall maintain bulletin boards for the Union to post notices of Union appointments, elections, meetings, recreational and social affairs, or other Union related matters.

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 29
PARTIAL INVALIDITY AND SEPARABILITY

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.

ARTICLE 30
EDUCATIONAL BENEFITS & EDUCATIONAL INCENTIVE

Part-Time Employees: Part-Time employees are not eligible for Educational Benefits or Educational Incentives.

Educational Benefits – Full-Time Employees: The Commission shall allocate an amount of $10,000 to spend on educational benefits (tuition reimbursement) per fiscal year. Said amount is on first come, first serve basis. Once the $10,000 cap is expended, the educational benefit (tuition reimbursement) is no longer available.

Effective July 1, 2000, the Commission shall allocate an amount of $5,000 to spend on educational benefits (tuition reimbursement) per fiscal year for bargaining unit members. Said amount is on first come, first serve basis. Once the $5,000 cap is expended, the education benefit (tuition reimbursement) requests will be held in abeyance until the end of the fiscal year. Any bargaining unit member denied reimbursement, in full or in part, will be eligible for a pro-rata share of any unexpended Department Educational Reimbursement funds up to the maximum of $500 per class.

A. The maximum amount the Department will pay per class for FY2010 is $~~500~~800. The maximum the Department will pay per class for FY2011 is $900.

B. The Commission shall reimburse employees up to 50% of the tuition costs for one course successfully completed during the academic term under the following conditions.

   1. The course selected by the employee must be degree-related and approved by the Chief or his designee prior to enrollment;

2. The course must be taken at an accredited college or university;

3. The employee must receive a passing grade of "C" (or its equivalent) or better;

4. The degree must be police-related. The final decision of whether or not the degree is police-related shall be determined solely at the discretion of the Chief.

C. Below are acceptable examples which may be considered related degrees. The list is considered a partial listing only and is not limited solely to the previously stated degrees.

Business Administration	*Business Management*	*Sociology*
Psychology	*Criminal Justice*	*Political Science*
Liberal Arts	*Physical Education*	*Computer Science*

Educational Incentives – Full-Time Employees:

A. After July 1, 2007 and on a yearly basis, full-time employees shall be paid on the Thursday closest to December 1st a lump sum of $600.00 for attaining a Bachelor's Degree, and $750.00 for attaining a Master's Degree.

1. The employee shall receive only one lump sum ($600.00) for a Bachelor's Degree, no matter how many Bachelor's Degrees the employee has; and, only one lump sum ($750.00) for a Master's Degree, no matter how many Master's Degrees the employee has.

2. The employee shall receive only one incentive ($750.00) for attaining a Master's Degree. He shall not receive an additional incentive ($600.00) for his Bachelor's Degree as this is a prerequisite for a Master's Degree.

B. It is the responsibility of the employee to submit to the Administrative Bureau Commander or designee by November 1st a copy of the completed degree in order to become eligible for the yearly payment of the Educational Incentive. If the employee does not submit a copy by November 1st, or he earns his degree after the deadline, he shall not become eligible to receive the Educational Incentive until the following year.

This article shall not be subject to the grievance procedure.

ARTICLE 31
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 32
COLLECTIVE BARGAINING MEETINGS AND CONTRACTS

A. No more than five (5) representatives of the Union shall be designated to attend collective bargaining meetings with the Commission or its representative. No more than three (3) such representatives attending negotiating meetings shall be employees who are normally scheduled for duty during the time the meeting is being held. The designated representatives of the Union shall be given a reasonable opportunity to meet with the Commission or its representatives during working hours without loss of compensation.

B. The Commission agrees to make arrangement for, and assume the cost of, printing this Agreement. The Union agrees to provide a copy of the Agreement to each bargaining unit employee.

C. Extra copies of this Agreement may be made available to each bargaining unit member by the Commission or the Department.

ARTICLE 33
TIME COMING

A. **Part-Time Employees**: Part-Time employees are not normally eligible for time coming since part-time employees cannot work or be paid over 34 hours a week. However, due to emergency situations; i.e., murder investigations, part-time employees may earn compensatory time for time worked in excess of 34 hours a week. Such time worked over 34 hours a week must be approved by the Chief of Police or designee.

1. For time worked in any normal workweek beyond 34 hours and up to 40 hours, part-time employees shall earn straight time compensatory time off.

2. For time worked in any normal workweek beyond 40 hours, part-time employees may earn compensatory time off at the rate on one and one-half (1 ½ hours) for every hour worked beyond 40 hours.

3. The maximum amount of time coming which may be accrued is based on the emergency situation during the week; however, such time shall be taken within the same or following week of being earned. Requests for compensatory time shall follow the same form as for overtime and shall be submitted to the appropriate Bureau Commander or designee for prior approval.

B. **Full-Time Employees**: Full-Time employees (other than Uniform Field Operations Bureau personnel), shall earn compensatory time off at the rate of one and one-half (1

1/2) hours for every hour worked on overtime. A maximum of sixteen (16) hours compensatory time may be accumulated.

1. A maximum of eight (8) hours may be taken at one time and shall not be taken on consecutive days, except at retirement or transfer and then only upon approval of the Bureau Commander. All compensatory time off shall be taken within six (6) months of being earned.

2. Requests for compensatory time shall follow the same form as for overtime and shall be submitted to the appropriate Bureau Commander or designee for prior approval.

3. Employees transferring to the Uniform Field Operations Bureau shall take all accrued compensatory time upon transfer.

ARTICLE 34
LONG TERM DISABILITY COVERAGE

Part-Time Employees: Part-Time employees are not eligible for Long Term Disability Coverage.

Full-Time Employees: Full-Time employees covered by this Agreement are eligible for coverage under the City's Long-Term Disability Plan after completion of three (3) years of continuous, full-time service and after 45 continuous days of absence due to a non-job-related illness/injury. This benefit is subject to federal income tax and covers only non-job-related illnesses/injuries. There shall be no cost to the employee for this benefit.

A. After 45 continuous days of illness/injury, the City will pay 70% of an employee's regular straight-time pay, but not more than $3,000 per month, for not more than two (2) years. This disability income would be reduced by any social security or retirement disability payments that the employee receives, and it ends upon the employee's retirement.

B. The plan does not cover disabilities resulting from war, nuclear explosion/incident, insurrection, rebellion, participation in a riot, self-inflicted injuries, attempted suicide, or natural disaster. (A more detailed description of the Plan will be provided to the employee upon becoming eligible for this coverage.)

ARTICLE 35
SHIFT BID SYSTEM

Shift Bid System Oversight Committee:

A. When deemed appropriate by Management and/or the Union, a Shift Bid System Oversight Committee will be established comprised of six (6) members: three (3) members to be selected by the Union from among the bargaining unit; and three (3) members to be selected at large by the Chief of Police.

B. The Members chosen from the Union shall serve on a voluntary basis and shall not receive any overtime compensation if a meeting is scheduled on off-duty time. If conditions allow, the appropriate Bureau Commander may alter the member's schedule if working on a shift other than the time of the meeting.

C. The Committee shall be a standing committee and shall meet on a monthly basis, or more frequently if necessary, to review and monitor the progress of the shift bidding system, and to recommend changes in the procedures or protocols to be followed in carrying out the objectives outlined herein.

D. Official minutes of each meeting shall be taken and preserved. A quorum of six (6) members shall be required for any recommendation or action by the Committee. In order to be operative, recommendations of the Committee must be supported by four (4) Committee Members. The Committee may establish its own internal procedures to the extent they do not conflict with the terms and conditions of this Agreement. The Committee shall have no authority to negotiate or change the Shift Bidding Procedures listed below without the combined approval of the Union and the Chief of Police. At any time Management and the Union may agree to reopen the Shift Bidding Article, enter into a Side-Bar Agreement, or take no actions until the next negotiations session.

E. The Committee may be dissolved at any time upon the agreement of both parties.

Shift Bidding Procedures:

The Shift Bidding System shall be limited solely to full-time employees assigned to the Uniform Field Operations Bureau. Further, it shall be limited solely to shift selection and to no other aspect of an employee's duty assignment.

A. The current semiannual shift bid will remain in effect until December 31, 2003. Effective Sunday, January 3, 2003, the quarterly Shift Bidding process will begin.

B. Annually, between October 1 and November 30, employees shall, in the order of their Department seniority, select assignments to one (1) of six (6) shifts for each quarterly period in the ensuing calendar year. The bidding year shall be co-extensive with the calendar year.

1. Throughout the year, for personnel coming off a shift and/or having a group number change, the process of initiating them into the upcoming shift period will require that they be phased in upon returning from their days off. Therefore, some officers will not actually change shifts/group numbers until after the date noted on the personnel order.

2. After all bid selections have been made, employees may be reassigned so as to insure that each shift has a sufficient amount of coverage (distribution of patrol personnel based on current workload demands) and to assure that the number of sectors on each shift is proportionate to the workload occurring on each shift.

3. Such reassignments shall be made on the basis of inverse Department seniority; i.e., the least senior employee shall be the first employee to be reassigned. The particular shift to which an experienced employee is assigned shall be determined by Department Management; however, consideration may be given to employee preference. There will be a minimum of six (6) experienced employees per shift.

For purposes of this Article, the words "experienced employees" mean employees who have completed two full years within the Department.

4. Employees transferring into the Uniform Field Operations Bureau shall be assigned at the discretion of the Chief for the balance of the current quarterly period during the shift-bidding year. They will be afforded the opportunity to bid

for the balance of the shift-bidding year, based upon their Department seniority. Such requests shall be submitted a minimum of two weeks prior to the next schedule of assignments effective date. However, such reassignment shall be subject to the requirements of the Department and approved by the Chief.

5. As openings occur on any shift, employees may apply, in writing and submitted a minimum of two weeks prior to the next schedule of assignments effective date, for such openings based upon their Department seniority. However, such reassignment shall be subject to the requirements of the Department, approved by the Chief, and shall be effected no later than the quarterly shift date.

C. Employees may be temporarily assigned to any shift in order to meet Department requirements. Such temporary assignments normally shall not exceed a period of six (6) months. Effective January 2, 2004, this period shall change to 3-months to coincide with the quarterly shifts.

D. As a result of shift bidding, it may be necessary for the Department to assign new day-off group numbers for each quarterly period.

E. Employees transferred out of the Uniform Field Operations Bureau shall no longer participate in the shift- bidding program.

F. Probationary employees shall be assigned at the discretion of the Chief during the training and probationary period and for the balance of the current quarterly period during the shift bidding year. They will be afforded the opportunity to bid for the balance of the shift-bidding year based upon their Department seniority. Such requests shall be submitted a minimum of two weeks prior to the next schedule of assignments effective date. However, such reassignment shall be subject to the requirements of the Department and approved by the Chief.

G. It is further understood that nothing herein shall serve, or be construed as limiting the discretion and authority of the Chief of Police to assign or reassign any employee according to the needs of the Department.

It is understood by all parties that the Shift Bidding System shall not otherwise constitute a waiver of management's right to determine and assign shifts according to the needs of the Department and the judgment of management.

ARTICLE 36
TERM OF AGREEMENT

This Agreement shall remain in full force and effect from midnight, July 1, 200~~5~~9, until midnight, June 30, 200~~9~~11.

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.

Notwithstanding the foregoing, this Agreement shall remain in full force and effect until superseded by a successor agreement.

This Agreement is dated _____, 2009.

NASHUA POLICE COMMISSION	NASHUA POLICE PATROLMAN'S ASSOCIATION
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WITNESSES:

_____	_____
_____	_____

RESOLUTION R-09-250

Approving the cost items of a collective bargaining agreement between the Nashua Board of Police Commissioners and Nashua Police Patrolman's Association, through June 30, 2011 and to further transfer $167,083 from account #597-86605 "Contingency - Negotiations" and $31,825 from account #591-86005 "Contingency-General" into account #531-11900 "Police-Payroll Adjustments" for the purpose of funding base salary adjustments in connection with the contract

Endorsed by

WILSHIRE
PLAMONDON
TABACSKO
COX
CLEMONS
BOLTON

IN THE BOARD OF ALDERMEN

1ST READING NOVEMBER 10, 2009

Referred to:

BUDGET REVIEW COMMITTEE

2nd Reading DECEMBER 8, 2009

3rd Reading

4th Reading

Other Action

Passed DECEMBER 8, 2009

Indefinitely Postponed

Defeated

Attest: Paul Bergeron
City Clerk

President

Approved
Mayor's Signature

TOOK EFFECT SEVEN DAYS AFTER PASSAGE WITHOUT MAYOR'S SIGNATURE - DECEMBER 16, 2009

Date

Vetoed:

Veto Sustained:

Veto Overridden:

Attest:
City Clerk

President