R-08-32

# RESOLUTION

## APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF POLICE COMMISSIONERS AND TEAMSTERS LOCAL 633 FROM JULY 1, 2007 THROUGH JUNE 30, 2011

## *CITY OF NASHUA*

*In the Year Two Thousand and Eight*

***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 Teamsters Local 633 are approved. The collective bargaining agreement covers the period from July 1, 2007 through June 30, 2011.

# Nashua Police Teamsters Local 633
## FY08 - FY11

| Contract Items | Year FY07 (7/01/06-6/30/07) | Year FY08 (7/01/07-6/30/08) | Year FY09 (7/01/08-6/30/09) | Year FY10 (7/01/09-6/30/10) | Year FY11 (7/01/10-6/30/11) |
|---|---|---|---|---|---|
| **Wages** | | | | | |
| **Article 23 - Wages**<br>*The following articles are inclusive of wages*<br>*Article 20 - Personal Days*<br>*Article 17 - Sick Leave*<br>*Article 18 - Bereavement Leave*<br>*Article 14 - Holidays*<br>*Article 13 - Vacation Leave*<br>*Article 40 - Emergency Leave/Personal Leave* | $ 1,033,486.81 | $ 1,033,486.81 | $ 1,074,826.28 | $ 1,117,819.33 | $ 1,156,943.01 |
| Base Wage Increase | | $ - | $ 41,339 | $ 42,993 | $ 39,124 |
| | | | | | |
| % Base Wage Increase | 0% | 0.00% | 4.00% | 4.00% | 3.50% |
| **Pension/FICA/Medi** | | | | | |
| Base Pension Costs* | $ 63,158 | $ 81,057 | $ 84,299 | $ 87,671 | $ 90,740 |
| Base FICA/Medi Costs | $ 79,062 | $ 79,062 | $ 82,224 | $ 85,513 | $ 88,506 |
| Projected Base Combined Increase | | $ 17,899 | $ 6,405 | $ 6,661 | $ 6,061 |
| Project % Base Combined Increase | 0% | 12.59% | 4.00% | 4.00% | 3.50% |
| **Overtime** | | | | | |
| **Article 25 - Overtime** | $ 122,510 | $ 122,510 | $ 127,410 | $ 132,507 | $ 137,145 |
| **Insurance Benefits** | | | | | |
| **Article 16 - Health and Dental Insurance** | $ 287,000 | $ 304,155 | $ 378,090 | $ 408,422 | $ 449,264 |
| **Article 16 - Life Insurance** | $ 3,894 | $ 3,894 | $ 4,181 | $ 4,348 | $ 4,501 |
| **Other** | | | | | |
| **Article 14 - Additional Holiday Pay** | $ 5,584 | $ 5,584 | $ 5,808 | $ 6,040 | $ 6,251 |
| **Article 15 - Uniforms, Dress & Grooming Code** | $ 3,000 | $ 3,000 | $ 3,000 | $ 3,000 | $ 3,000 |
| **Article 35 - Longevity** | $ 3,900 | $ 4,300 | $ 4,600 | $ 5,300 | $ 5,400 |
| **Article 39 - Educational Reimbursement** | $ 3,000 | $ 3,000 | $ 3,000 | $ 3,000 | $ 3,000 |
| | $ 1,604,595 | $ 1,640,050 | $ 1,767,439 | $ 1,853,621 | $ 1,944,749 |
| Overall average increase | 0% | 2.21% | 7.77% | 4.88% | 4.92% |

Active Employees Covered:
Full Time: 27 Average Salary: $34,349
Part Time: 3 Average Salary: $35,353

Prepared by Financial Services

4/18/2008

# NASHUA POLICE TEAMSTERS LOCAL 633

**Projected Cost Impact of Health/Dental Benefit Changes**
**Projection prepared by: Human Resources**

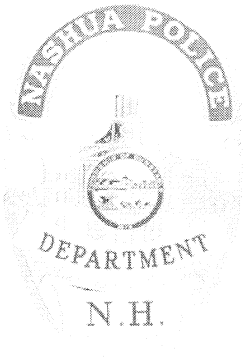
**Comparison:** **Status Quo to Proposed Contract Changes**
**10% Projected Increase in Status Quo, FY09, FY10 & FY11**

## City Costs

| | FY08 | FY09 | FY10 | FY11 |
|---|---|---|---|---|
| **Status Quo:** | 304,155 | 392,787 | 432,065 | 475,272 |
| **Proposed Contract Changes:** | 304,155 | 378,090 | 408,422 | 449,264 |

Estimated Total Savings Over Contract Life

| | |
|---|---|
| Status Quo | 1,604,279 |
| Proposed Contract Changes | 1,539,930 |
| | 64,349 |




# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA BOARD OF POLICE COMMISSIONERS

AND

TEAMSTERS LOCAL 633

July 1, 2007 – June 30, 2011

4-Year Contract

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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 Teamsters, Local 633, and the civilian 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.**

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## ARTICLE 2
## RECOGNITION

As defined in Article 1 above, the Commission recognizes, in accordance with RSA 273-A only, the Teamsters Union as the sole and exclusive representative for the included civilian 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.

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## 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, Bureau Commanders, or their designee.

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

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

K. **UNION**: Teamsters Union, Local 633.

L. **PROBATIONARY EMPLOYEE:** An employee who has been hired, recently promoted, or transferred and serving a six (6) month probationary period. The probationary period may be extended another six months (one year total probationary period) due to the performance of the employee. The probationary period for a non-experienced Detention Specialist is one year.

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. **DETENTION SPECIALIST:** A non-exempt, and essential position that is trained, or must qualify at specified times, to perform specialized duties. The position shall perform those duties in the booking, care, and custody of prisoners. Additionally, the position has the responsibility of assuring the upkeep and maintenance, to include periodic searches, of the Detention Area.

R. **MERIT EMPLOYEE**: A Nashua Police Department civilian employee who is not covered under this Agreement.

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## ARTICLE 4
## STABILITY OF AGREEMENT

No amendment to, modification of, or change in, the terms or provision 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.

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## 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.

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.

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## 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 salary representing monthly dues be withheld weekly and forwarded to the Union. Upon receiving a properly executed Authorization and Assignment Form from an employee, the Commission or appropriate designee shall notify the Chief Financial officer or appropriate designee to deduct from salary due, the amount authorized.

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 Secretary/Treasurer of the Union as follows: Comptroller-Teamsters Local 633; 265 Maple Street; Manchester, NH 03103. 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 salary 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 and Assessment 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 salary in any pay period. The Commission nor the City of Nashua shall not 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.

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## ARTICLE 7

## EMPLOYEE RIGHTS

It is agreed that neither the Commission nor the Department will:

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, suspend, discipline, or otherwise discriminate against any employee because the employee has given information or testimony on a grievance, as set forth in RSA 273-A;

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

It is the intention of the parties that this article provides that the Union shall enjoy all of the rights secured to it by RSA 273-A only.

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## ARTICLE 8
## 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 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;

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

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## 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.

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## 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. No essential employee shall attend negotiating meetings who are normally scheduled for duty during the time the meeting is being held unless approved previously by the Bureau Commander or designee.

No more than two (2) such representatives attending negotiating meetings shall be employees who are normally scheduled for duty during the time the meeting is being held unless authorized by the Chief of Police. No more than one (1) such representative attending negotiation meetings shall be employees who are normally scheduled for duty during the time the meeting is being held who are in the same bureau/division. If there is only (1) employee who works in a bureau/division or due to vacations, illnesses, etc., and the employee will be the only person available in a bureau/division for that date or the area is severely short-handed that particular day, he shall not attend the negotiation meeting until the condition no longer exists.

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 unless any of the conditions above exist.

The Commission agrees to make arrangements for and assume one-half 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 they are off duty. They 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 his immediate supervisor within ten (10) calendar days of its occurrence. The supervisor will reply in writing to the grievant within ten (10) 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 Divisional Supervisor, Bureau Commander, or Deputy Chief within ten (10) calendar days after the reply in **STEP 1.** If the grievance is with the employee's Divisional Supervisor, Bureau Commander, or Deputy Chief, he may go to STEP 3. The Divisional Supervisor, Bureau Commander, or Deputy Chief will reply in writing to the grievant within ten (10) calendar days after the grievance is presented in writing.

**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.** If the grievance is with the Chief of Police, the grievance will still start at 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** and **2;**
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 4**. Failing a settlement at **STEP** 3, the grievant may present in writing within ten (10) calendar days after the reply in **STEP 3,** the grievance to the Board of Police Commissioners which is the final step of the grievance procedure. The Board of Police Commissioners will receive all grievances at its regular monthly meetings or a special hearing will be scheduled. The Board of Police Commissioners will reply in writing to the grievant within fifteen (15) working days after the grievance is presented at a hearing.

## 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 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.

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

2. The Union's failure to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.

3. 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.

4. During any step involved in the grievance procedure, the grievant, union representatives, or witnesses for the grievant, shall not be paid overtime if not done during on-duty hours.

**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 Public Employee Labor Relations Board within thirty (30) working days after receiving the grievance from the grievant.

**SECTION A.**

Expenses incurred under **STEP** 5 will be shared equally by the Commission and the Union.

**SECTION B.**

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 Employee Labor Relations Board within sixty (60) working days after the reply.

**SECTION C.**

No party action under **STEP** 5 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.

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## ARTICLE 13
## VACATIONS

**Part-Time Positions (work 34 hours a week or under):**

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 continuous department employment on the fifteenth of every month. After satisfactory completion of a probationary period as determined by the Chief of Police or designee, but not exceeding one (1) year, employees are eligible to take vacation leave. The maximum vacation to be accrued per calendar year is two weeks of their normal weekly work schedule. A vacation balance of not more than two times the annual accrual can be earned by the member's "anniversary date." On the 15th of the month closest to the anniversary date, should the vacation balance be over the two times maximum accrual, the balance will be decreased to two times the annual accrual. The employee will then be allowed to accrue vacation for that month and the following months up to the "anniversary date.

**Full-Time Positions (works 35 hours a week or more):**

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 continuous full-time department employment on the fifteenth of every month. After satisfactory completion of the probationary period as determined by the Chief of Police or designee, but not exceeding one (1) year and classification as a "regular employee," full-time employees covered by this Agreement are eligible to take vacation leave. Full-Time employees shall accrue vacation in accordance with the following schedule:

A. **Less than 5 years of continuous service: 11 days per year**
B. **Five (5) years, but less than Ten (10) years of continuous service: 15 days per year**
C. **Ten (10) years, but less than Fifteen (15) years of continuous service: 22 days per year**
D. **Fifteen (15) years, but less than Twenty (20) years of continuous service: 23 days per year**
E. **Twenty (20) Years or More of Continued Service: 26 days per year**

**Vacation Policies:**

A. The full-time (works 35 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.

B. 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.

C. Paid sick leave and absences for jury or military reserve duty are considered time worked for vacation accrual purposes.

D. If a holiday falls during a vacation week, holiday pay will be given in lieu of a vacation day.

E. 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. Upon retirement a maximum of 2 times the annual amount of vacation accrual will be paid at that time. *When calculating accrued vacation time, fractional hours shall be rounded up to the next full hour.*

F. All accrued vacation time shall be paid in a lump sum to the employee's beneficiary, as specified in writing by the employee on an approved form, if death occurs while employed by the Nashua Police Department. If no beneficiaries are designated by the employee, the accrued vacation leave will be paid to the employee's estate.

**Transfers from another City Bargaining Unit or other City Department:**

A. **Full-Time Employees**: If a full-time employee transfers from another City bargaining unit 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. The full-time anniversary date of continuous City employment shall be used to calculate a full-time employee's length of service for accrual purposes.

B. **Part-Time Employees**: If a part-time employee transfers from another City bargaining unit 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. The full-time anniversary date of continuous department employment shall be used to calculate a part-time employee's length of service for accrual purposes.

**Loss of accrued vacation time:**

A. If a probationary employee resigns, is laid-off, or is discharged any time before completing his probationary period not exceeding one (1) year, he shall lose all accrued vacation time.

B. During an unpaid leave of absence, an employee does not earn any vacation time.

C. A vacation balance of not more than two times the annual accrual can be earned by the member's "anniversary date." On the "anniversary date," should the vacation balance be over the two times maximum accrual, the balance will be decreased to two times the annual accrual. The employee will then be allowed to accrue vacation for that month and the following months up to the "anniversary date."

**Requesting use of vacation time:**

A. Employees must complete six months of continuous service before taking any accrued vacation time unless otherwise designated in this Article.

B. Employees will have the appropriate time accrued before use of vacation time is approved. An employee may be allowed to take vacation time if it has not yet been accrued if authorized by the Chief of Police or designee.

C. Requests for the use of vacation shall be in 5-day (40 hours, 37 1/2 hours or 35 hours per week) blocks.

D. Employees are allowed to use vacation in one- or half-day increments of vacation leave at a time only upon approval of their bureau commander or designee.

E. Employees may use partial vacation days in any increment for payment of time used for valid FMLA incidents.

F. Except as approved by the Chief of Police or designee, employees cannot take more than two (2) consecutive work weeks of vacation at any one time.

G. **Approval of Block Weeks**: In written form, employees are to request the use of block week vacations at least three (3) weeks prior to the date of use, unless waived by the Chief of Police. Employees may request use of vacation one (1) year in advance. Said requests for less senior employees in a bureau, division, or shift shall have their vacation request for block weeks and individual vacation days signed off by all senior employees in the bureau, division, or shift before submitting same to the Bureau Commander or designee for initial approval. Upon being requested to sign off the vacation use, the senior employee(s) will have one week to finalize this process. The appropriate Bureau Commander or designee may extend the one-week limit due to the unavailability of the senior employee(s). The only valid reason for a senior employee not to sign off the vacation request is due to a conflicting vacation usage by the senior employee. If not completed previously, the senior employee must complete a vacation request within one (1) week. If the senior employee does not complete his vacation request or sign off the less senior employee's vacation request, the requesting employee will document the circumstances via an intradepartmental memorandum, attach it to the vacation request, and submit it to his Bureau Commander or designee for initial approval.

H. **Approval of Individual Vacation Days:** In written form, employees are to request individual vacation days at least 3 days prior to their use; however, supervisors may waive this time restriction.

I. **Responsibilities of Supervisors:** Potential workloads, manpower requirements, or any possibility of an emergency situation are considerations of a supervisor before approving usage. Upon receipt of the vacation request, supervisors will respond as soon as possible, but within two (2) weeks of receipt of the block week vacation request. Due to the limited time frame of individual vacation days, supervisors will respond to the vacation request prior to the date of the requested use.

J. **Number of Employees Allowed at One Time**: 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 police officers.

K. **Final Approval:** 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.

1. The appropriate form will be completed by the supervisor or employee, and forwarded to the appropriate administrative bureau personnel.

2. After approval, the form will be sent back to the employee's Bureau Commander and the employee will be notified.

L. **Resolving Conflicts**: If a conflict arises in the use of vacation time among employees, the Bureau Commander or designee will resolve any conflict. The Bureau Commander or designee will use the following hierarchy in order to resolve conflicts:

**Merit Supervisors**
**Senior Full-Time Employees**
**Junior Full-Time Employees**
**Part-Time Employees**

M. **Changed/Canceled Approved Vacation**: 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 began again.

N. **Recall of Vacation:** Any approved vacation is subject to recall by the Chief of Police or designee due to workloads, manpower requirements, and any emergencies that arise. Employees shall be paid time and half of their regular rate of pay for a callback when on vacation and granted an equivalent amount off vacation time, but no less than one day, which may be banked for future use.

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## ARTICLE 14
## HOLIDAYS

**Part-Time Employees:**

After completing the first thirty (30) calendar days of employment, part -time employees will receive a day's pay at their regular straight time rate for the below holidays. The 30-day period is waived for new employees who were previously employed full-time by the City for a period longer than 30 days and transferred to the department without any break in service. For accrual purposes, a "holiday" for part-time employees means a day of their normal weekly work schedule. The holidays are:

NEW YEAR'S DAY

~~PRESIDENT'S DAY~~
*MEMORIAL DAY*
~~MEMORIAL DAY~~*FOURTH OF JULY*

~~FOURTH OF JULY~~*LABOR DAY*
THANKSGIVING DAY

CHRISTMAS DAY

**Full-Time Employees:**

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. The 30-day period is waived for new employees who were previously employed full-time by the City for a period longer than 30 days and transferred to the department without any break in service. For accrual purposes, a "holiday" for full-time employees means an eight (8) hour day for 40-hour a week employees, a 7 1/2 hour day for 37 1/2-hour a week employees, and a 7-hour day for 35-hour a week employees. Full-time employees are eligible to receive eleven (11) holidays per year, plus the Presidential Election Day (every fourth year).

**Standard Holidays**: Eight (8) of the holidays are the same from year to year. The eight standard holidays are:

| | | |
|---|---|---|
| NEW YEAR'S DAY | INDEPENDENCE DAY | THANKSGIVING DAY |
| CIVIL RIGHTS DAY | LABOR DAY | CHRISTMAS DAY |
| MEMORIAL DAY | VETERANS' 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 Policies:**

A. In order to qualify for holiday pay, full-time and part-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, court appearance by subpoena, or other compensatory time off, determined by your supervisor.

B. Holidays that fall on Saturday are celebrated on Friday, and ones that fall on Sunday are celebrated on Monday.

**Holiday Pay for Non-Essential Employees:**

Non-essential full-time employees do not work holidays, but receive a paid day off.

**Holiday Pay for Essential Employees:**

Essential full-time employees are required to work holidays if they fall on their regularly scheduled work day. 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 are, but are not limited to, Receptionists and Detention Specialists.

## ARTICLE 15
## UNIFORMS, DRESS & GROOMING CODE

### General Policies:

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.

### Uniforms/Specialized Apparel:

Certain employees are designated by the Chief of Police or designee to wear uniforms or specialized apparel. They shall conform to the uniform requirements and specifications as listed under the Nashua Police Department Rules and Regulations Manual. Upon employment with the Nashua Police Department, designated employees will receive initial issue of uniforms as determined by the Chief of Police or designee. Needed replacement will be issued as authorized by the Chief of Police or designee.

### 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 unless otherwise directed by a supervisor. It will be at the discretion of the Chief of Police or designee to make a determination of acceptable or nonacceptable attire.

### Grooming:

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

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## ARTICLE 16
## INSURANCES

### MEDICAL & HEALTH INSURANCE

~~Employees who work 35 hours or more per week are eligible for insurance benefits as allowed by the various insurance carriers. Employees who work less than 35 hours shall receive all the benefits under this Article; however, said benefits shall be prorated based upon the number of hours worked per week. Except as otherwise provided in this Article 16, upon the request of an eligible member of the bargaining unit, the City shall offer individual, two-person, or family coverage under one of the following plans offered by the City, if available, or a comparable plan if the following plan(s) are not available: *(For purposes of this Article, a "comparable" plan means no additional out-of- pocket increase to employees and no reduction in current benefits. Availability of particular physicians has no bearing on a plan being comparable to current ones.)*~~

~~(a) **An Indemnity Plan;**~~
~~(b) **A Point-of-Service Plan;**~~
~~(c) **A HMO Plan.**~~

~~After the signing of the contract, plan "a" will not be available to newly hired employees.~~

~~For the duration of this Agreement, either party to the Agreement may request that a joint labor/ management committee be convened to consider the performance of the aforementioned plans and any changes thereto.~~

~~For eligible members, the City shall contribute 85% of the premium for option (b) and 95% of the premium for option (c). The City shall contribute toward the premium of option (a) the same dollar amount it contributes toward the premium of option (b).~~

~~Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of a HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the extent permitted by the plans.~~
*All employees covered by this Collective Bargaining Agreement shall receive benefits under this Article. The provider shall be Northern New England Benefit Trust POS Plan A with DN 1, prescription drug, vision, hearing, health club and life insurance. The City shall be responsible for 100% of premium for the duration of this Collective Bargaining Agreement.*

*The health insurance through Northern New England Benefit Trust shall only be available to current members that are enrolled in the City of Nashua health insurance plans or employees hired after the date of ratification of this Agreement. In the event of a spouse's death, divorce, or a job loss resulting in a member's loss of health insurance coverage under that spouse's plan, the member shall be allowed to join Northern New England Benefit Trust.*

***Current Rates Upon Ratification***

| | |
|---|---|
| *Single* | *$ 545* |
| *Two Person* | *$1,174* |
| *Family* | *$1,436* |

*The City shall be responsible for rate increases for this plan, but not to exceed the following:*

*Effective 7/01/08 = Rate increase no more than 6%*
*Effective 7/01/09 = Rate increase no more than 8%*
*Effective 7/01/10 = Rate increase no more than 10%*

*In addition, should the % rate increases set forth above exceed for any year of this Agreement the average % rate increases for any City offered point-of-service plans with similar benefits, the City shall only be responsible for a % rate increase which equals the average% rate increases for City offered point-of-service plans with similar benefits. In determining the overall average % rate increases for City offered point-of-services plans, the City shall also factor in any % rate increase to the City offered dental plan for that year.*

*Northern New England Benefit Trust (NNEBT) shall retain the right to modify said Plan should experience become unmanageable.*

*Upon retirement, members shall be entitled to enroll in the City's health and dental plans so that they will receive the same benefits as other similarly situated retired City employees.*

## LIFE INSURANCE

Full-time employees, 35 hours or more a week, are eligible to participate in the city's group term life insurance benefit. The benefit is equal to one and one-half 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 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 your age.

## ~~DENTAL INSURANCE~~

~~The Commission shall ensure through the City of Nashua that full-time employees (employed at least 35 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.~~

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.~~

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## ARTICLE 17
## SICK LEAVE

**Part-Time Employees:**

For the purposes of this article, sick leave deductions during one workday shall be the employee's normal workday. Part-time employees who work 34 hours or less per week shall receive prorated sick days and reach maximum accrual caps based on full-time accruals for employees hired prior to the signing of this contract. For employees hired after the signing of the contract, they will be allowed to accrue an unlimited amount of sick leave time. (An example is below.)

> **34 hours = 8.5 Hours each Month or 102 hours a year, cumulative to a maximum of 612 hours.**

**Transfers from Another Bargaining Unit or other City Department:**

Full-time and part-time employees who transfer from another bargaining unit or from another City Department without any breaks in City service will be permitted to retain their sick leave accrual balances. However, they will not be permitted to use them as sick days under this article until completion of six (6) months of continuous employment.

**Full-Time Employees:**

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. For the purposes of this article, sick leave deductions during one workday shall be 8 hours for 40-hour-a-week employees, 7 1/2 hours for 37 1/2-hour-a-week employees, and 7 hours for 35-hour-a-week employees. Sick leave for full-time employees (35 hours a week or more), on the active payroll, covered by this Agreement shall accumulate at the rate below per calendar month (1 1/4 Days or 15 Days per Year), except as noted below for employees hired after the signing of this contract:

- **10 hours each month or 120 hours a year, cumulative to a maximum of 720 hours for 40-hour-a-week employees;**
- **9.38 hours each month or 112.56 hours a year, cumulative to a maximum of 675 hours for 37 1/2-a-hour-week employees;**
- **8.75 hours each month or 105 hours a year, cumulative to a maximum of 630 hours for 35-hour-a-week employees.**
- For Employees hired after ~~the signing of this contract~~*September 16, 2003*: Employees hired after ~~the signing of this contract~~*September 16, 2003*, shall be allowed to accrue an unlimited amount of sick leave time and shall not be limited to the maximum amounts listed above.

**Sick Leave Policies:**

An employee is not entitled to payment for sick leave until completion of a six-month probationary period, 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.

**Use of Sick Leave:**

1. Sick leave shall not be considered as 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, *the employee's spouse or domestic partner and children* or to take physical and dental examinations or other sickness prevention measures.

2. Essential and non-essential employees shall not make physical and dental examinations during their tour of duty if possible. If these types of examinations cannot be made during off-duty times, essential personnel must make arrangements with their 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.

3. All absences from work or absences during their 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. If the employee is exempt (salaried), he shall not have this time deducted from sick leave; however, the time may be required to be documented and allocated to FMLA if the absence is a qualifying FMLA event. 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. The Commission reserves the right to verify all claims for paid sick leave. ~~In the case of sickness of a spouse or children of the employee necessitating the employee's absence from work, the employee's 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.~~

**Notification of Sick Leave:**

Non-essential employees are to make arrangements to notify their immediate supervisor or the Desk Sergeant at headquarters daily and in a timely manner prior to scheduled duty time of their intention to be on sick leave. Essential employees shall make the necessary notifications at least one (1) hour before their normal scheduled duty time.

**Use of Leave:**

The appropriate supervisor will complete NPD Form #02-06, "Use of Leave," upon notification of an employee's requesting sick leave. Employees taking sick leave are required to fill out NPD Form #02-07, "Use of Leave Time," the next working day from the use of leave.

**Doctor's Slip Required:**

Notwithstanding the frequency, in all cases a doctor's slip is required for employees taking three or more successive sick days within five (5) days after returning to work.

**Loss & Reinstatement of Sick Leave:**

1. Except in the case of death, accrued sick leave shall be lost if the employee resigns, is discharged, released, or laid off. If full-time employees leave employment with the Nashua Police Department, but return within three (3) years of your date of termination, their accrued sick leave will be reinstated.

2. Employees who have reached their sick leave cap shall be allowed to an additional year's sick leave accrual; however, said days shall not be allowed to carry into the ensuing year. At the start of every new year, the sick leave balance shall be brought back to the employee's maximum accrual amount. Employees will be able to again accrue sick days as outlined in this Article beyond their cap up to an additional year's accrual for that year, and the process will begin again.

3. Full-time employees who abuse sick leave, shall forfeit 80 hours (for 40-hour-a-week employees), 75 hours (for 37 1/2 hour-a-week employees), or 70 hours (for 35-hour-a-week employees) of accrued sick leave for a first offense. (If the entire 80, 75, or 70 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 80, 75, or 70 hours can be deducted.)

4. For the second offense, full-time employees shall forfeit 96 hours (for 40-hour-a-week employees), or 90 hours (for 37 1/2-hour-a-week employees), or 84 hours (for 35-hour-a-week employees) of accrued sick leave. (If the entire 96, 90, or 84 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 96, 90, or 84 hours can be deducted.) For the third offense, the employee will be immediately discharged.

**Death/Retirement Payments for Full-Time Employees:**

1. Accrued sick leave, up to the designated amount listed in the following paragraphs, shall be paid in a lump sum to the employee's beneficiary, as specified in writing by the employee on an approved form, if death occurs while employed by the Nashua Police Department. If no beneficiaries are designated by the employee, the accrued sick leave will be paid to the employee's estate.

2. **For Employees hired before ~~the signing of this contract~~*September 16, 2003*:** 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 for 40-hour-a-week employees; up to 675 hours for 37 1/2-hour-a-week employees, and up to 630 hours for 35-hour-a-week employees), calculated at the current rate of pay on the day of retirement.

3. **For Employees hired after ~~the signing of this contract~~*September 16, 2003*:** Upon retirement under the NH Retirement System, employees hired after *September 16, 2003*~~July 1, 2002~~, shall be entitled to payment for twenty percent (20%) of all unused accrued sick leave, calculated at the current rate of pay on the day of retirement.

***Sick Bank:***

1. *All employees covered under this Collective Bargaining Agreement may maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave credits.*

2. *A Sick Leave Bank Committee appointed by members of the Union shall establish the rules and procedures of the sick leave bank.*

3. *A copy of the rules and procedures under which the sick leave bank operates must be provided to the Chief of Police by the Union.*

4. *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.*

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## 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.

C. *"Domestic partner"* is defined as an individual:

1. Who had a long-term intimate relationship with an employee;

2. Who was living in the same household as the employee at the time of death; and

3. With whom the employee had an intent to remain in a long-term relationship.

**Full-Time/Part-Time Employees:**

Up to a maximum of three consecutive (3) days leave (24 hours for 40-hour-a-week employees, 22.5 hours for 37 1/2-hour-a-week employees, 21 hours for 35-hour-a-week employees, or 25.5 hours for 34-hour-a-week employees working 8.5 hours per day), beginning the day after the notification of the death, per occurrence in any fiscal year shall be permitted to a regular full-time employee (over 35 hours a week) and regular part-time (34 hours a week) for a death of a member of the immediate family of an employee.

**Bereavement Leave Policies:**

A. Such leave shall normally commence upon the day following the death of the immediate family member.

B. Employees may utilize sick leave for the hours missed when first notified of deaths, unless it is at the beginning of their normal tour of duty.

C. 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 for full-time/part-time employees.

D. At the discretion of the Chief of Police or a Deputy Chief, 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 usage of bereavement leave.

**Immediate Family Defined:**

The immediate family includes your spouse and the following relatives of you or your spouse: Children, Stepchildren, Brother, Stepbrother, Sister, Stepsister, Parents, Step-Parents, Grandparents, Grandchildren, *Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law,* Daughter-in-Law, Son-in-Law, or Ward/Relative living in the home.

**Domestic Partner:**

The immediate family may also include an employee's domestic partner; however, Management reserves the right to determine the circumstances under which a "domestic partner" qualifies under this Article.

**Disputes:**

Disputes concerning Bereavement Leave shall be subject to the Grievance Procedure through STEP 2 at which point the decision shall be final and binding upon the parties.

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## ARTICLE 19
## LEAVES OF ABSENCE

**Military Leave of Absence:**

If a regular full-time employee or Detention Specialist 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.

**Part-Time Employees:**

Part-time employees (work 34 hours or less per week) are not eligible for paid or unpaid personal leaves of absence. By law, employees are eligible for Family Medical Leave if they have been employed at least twelve (12) months and worked at least 1,250 hours during the twelve (12) months immediately preceding the commencement of the leave.

**Paid Leaves of Absence:**

With prior approval, and at the sole discretion of the Chief of Police, paid leaves of absence may be granted to regular full-time employees due to personal illness up to six (6) weeks. The paid leaves of absence are limited to an employee's total accruals of sick and vacation time. Full-time employees continue to accrue sick and vacation time.

Full-time employees continue to accrue sick and vacation time while on paid leaves of absence. A leave of absence shall be charged first against the employee's accumulated sick leave and then against the employee's accumulated vacation time.

**Unpaid Leaves of Absence:**

1. With prior approval, and at the sole discretion of the Chief of Police, unpaid leaves of absence may be granted to regular full-time employees due to personal illness up to forty-five (45) continuous days. Full-time employees do not accrue sick and vacation time while on unpaid leaves of absence. During an unpaid leave of absence for personal illness, the City will continue to pay its portion of applicable insurance premiums up to six (6) months. An employee will continue to pay their portion(s) of applicable insurance premiums during this six-month period. Thereafter, the employee shall pay 100% of the cost if he wishes to continue applicable insurance coverage.

2. To continue any applicable insurance benefits during an unpaid leave of absence for other reasons than personal illness, it shall be the employee's responsibilities to assume payment of the full premiums (100%) at the time of leave. Payment of applicable insurance premiums during an unpaid leave of absence must be arranged in advance with the Human Resource Department and the Insurance Department.

3. At no time shall an unpaid leave of absence extend beyond 45 continuous days unless authorized by the Chief of Police. 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 31.)

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.

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## ARTICLE 20
## PERSONAL DAYS

**Regular Full-Time Employees (35 hours a week or over):**

A. For the purpose of this Article the words ***"personal day"*** means a day (8 hours for 40-hour-a-week employees, 7 1/2 hours for 37 1/2-hour-a-week employees, and 7 hours for 35-hour-a-week employees), when an employee is excused from active duty for personal reasons.

B. Said time is 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.

C. A full-time regular employee may use 4 days ("days" as defined under Paragraph "A" above), of sick leave per calendar year for personal leave.

**Regular Part-Time Employees (34 hours a week or less):**

A. For the purpose of this Article the words "personal day" means a normal workday, when an employee is excused from active duty for personal reasons.

B. Said time is deducted from the employee's yearly sick leave balance. If no sick leave is available, the employee is not eligible to receive a personal day, unless the employee opts to take an available vacation day.

C. Only upon the discretion of the Chief of Police (or a Deputy Chief in his absence) will a part-time employee be allowed to take a day off for personal reasons without pay.

D. Part-time employees may use up to 4 days ("days" as defined under Paragraph "A" under this section), sick days as personal days.

**Approval of Personal Leave:**

Personal Leave must be approved by your 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. If approved,

the appropriate form will be completed by the supervisor or employee. The form will be forwarded to the Administrative Bureau. Except in cases of emergency, the form will be approved/disapproved (pending the availability of accrued sick leave), and the employee will be notified by the 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.
- Personal days shall not be taken more than two at a time unless approved by the Chief of Police or designee.

**Disputes:**

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.

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## ARTICLE 21
## EXCHANGE OF WORKDAYS

For the purposes of this Article, the words "Exchange of Workdays" means one normal workday 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 to individuals who hold the same position and labor grade in a particular division/bureau and have been cross-trained to adequately cover the other position as determined and approved by their bureau commanders or supervisor.

B. The number of swaps allowed per individual shall be limited to three per quarter if approved in advance by his supervisor/bureau commander and it does not interfere with normal operations, training conducted by the department, cause the need to hire overtime, and if paid back with 30 days.

C. An employee is allowed to swap with himself. Limited to three per quarter, if approved in advance by his supervisor/bureau commander and it does not interfere with normal operations, training conducted by the department, cause the need to hire overtime, and if paid back within the same work week.

D. Written advanced 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.)

E. The swap of either employee involved does not result in an employee working consecutive shifts or working a total of 16 hours in one work day;

F. The swaps do not result in interference with scheduled training or otherwise interferes with other duties or assignments or the operations of the department;

G. If an employee involved in such exchange calls in sick on the exchange day, that employee shall lose one normal work day of sick leave;

H. No additional swaps will be allowed for the original swap date; and,

I. An employee paying back a swap will not be eligible to receive a personal day or vacation day for the original swap date.

**Detention Specialists:**

Detention Specialists may exchange workdays (considered a "swap") with other Detention Specialists in the same bargaining unit on other shifts upon approval of the appropriate Uniform Field Operations Bureau Commanders or designees as delineated in the policies listed above. Detention Specialists cannot exchange workdays with Police Officers.

**Disputes:**

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.

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## ARTICLE 22
## SHIFT EXCHANGES

For the purposes of this Article, the word "shift" means, "in excess of one normal workday." This Article shall pertain only to personnel who hold the position of Receptionist (Clerk Typist II) and Detention Specialists.

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 in the exchange is given to the Chief or his designee two (2) weeks prior to each exchange of shift desired and included are the reasons thereof; 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 bureau commander or supervisor;

C. Detention Specialists cannot exchange shifts with Police Officers;

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. Both employees shall not work two consecutive shifts in one workday.

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## ARTICLE 23
## WAGES

**Wage Compensation Ranges:**

The compensation range for each position is set forth in this article under Schedule "A-F" based on labor grade assignments and Fiscal Years.

Newly hired or transferred employees shall start at the appropriate wage step based on pertinent years of experience that can be directly related to the new position's duties, as well as the wages of other bargaining unit members in the same labor grade. Management reserves the right to determine the number of years of directly related experience based on the information supplied by the employee and verified by Management.

**Wage Increases:**

A. **Fiscal Year 2008:** On July 1, 2007, Schedule A shall become effective. Employees on the active payroll shall receive a 0% COLA increase.

B. **Fiscal Year 2009:** On July 1, 2008, Schedule B shall become effective. Employees on the active payroll shall receive a 4% COLA increase.

C. **Fiscal Year 2010:** On July 1, 2009, Schedule C shall become effective. Employees on the active payroll shall receive a 4% COLA increase.

D. **Fiscal Year 2011:** On July 1, 2010, Schedule D shall become effective. Employees on the active payroll shall receive a 3.5% COLA increase.

| SCHEDULE A - FY08<br>EFFECTIVE 7-1-07 (Increased 0%) | | | | |
|---|---|---|---|---|
| Lb. Gr. | Minimum | Hourly | Maximum | Hourly |
| 1 | $ 23,442 | $ 11.2704 | $ 32,743.36 | $ 15.7420 |
| 2 | $ 23,872 | $ 11.4769 | $ 33,343.65 | $ 16.0306 |
| 3 | $ 24,458 | $ 11.7586 | $ 34,162.13 | $ 16.4241 |
| 4 | $ 25,153 | $ 12.0930 | $ 35,133.70 | $ 16.8912 |
| 5 | $ 25,886 | $ 12.4454 | $ 36,157.06 | $ 17.3832 |
| 6 | $ 26,807 | $ 12.8879 | $ 37,442.70 | $ 18.0013 |
| 7 | $ 27,940 | $ 13.4329 | $ 39,653.33 | $ 19.0641 |
| 8 | $ 28,926 | $ 13.9066 | $ 41,487.26 | $ 19.9458 |
| 9 | $ 30,108 | $ 14.4750 | $ 43,637.78 | $ 20.9797 |
| 10 | $ 31,102 | $ 14.9528 | $ 45,309.47 | $ 21.7834 |
| 11 | $ 34,925 | $ 16.7909 | $ 50,879.09 | $ 24.4611 |
| 12 | $ 37,878 | $ 18.2107 | $ 55,181.78 | $ 26.5297 |
| 13 | $ 41,372 | $ 19.8906 | $ 60,272.37 | $ 28.9771 |
| 14 | $ 45,352 | $ 21.8038 | $ 66,069.54 | $ 31.7642 |

| SCHEDULE B - FY09<br>EFFECTIVE 7-1-08 (Increased 4%) | | | | |
|---|---|---|---|---|
| Lb. Gr. | Minimum | Hourly | Maximum | Hourly |
| 1 | $ 24,380 | $ 11.7212 | $ 34,053.09 | $ 16.3717 |
| 2 | $ 24,827 | $ 11.9360 | $ 34,677.39 | $ 16.6718 |
| 3 | $ 25,436 | $ 12.2289 | $ 35,528.61 | $ 17.0811 |
| 4 | $ 26,160 | $ 12.5767 | $ 36,539.04 | $ 17.5668 |
| 5 | $ 26,922 | $ 12.9432 | $ 37,603.34 | $ 18.0785 |
| 6 | $ 27,879 | $ 13.4034 | $ 38,940.41 | $ 18.7214 |
| 7 | $ 29,058 | $ 13.9702 | $ 41,239.46 | $ 19.8267 |
| 8 | $ 30,083 | $ 14.4629 | $ 43,146.75 | $ 20.7436 |
| 9 | $ 31,312 | $ 15.0540 | $ 45,383.29 | $ 21.8189 |
| 10 | $ 32,346 | $ 15.5509 | $ 47,121.85 | $ 22.6547 |
| 11 | $ 36,322 | $ 17.4625 | $ 52,914.25 | $ 25.4395 |
| 12 | $ 39,393 | $ 18.9391 | $ 57,389.05 | $ 27.5909 |
| 13 | $ 43,027 | $ 20.6862 | $ 62,683.26 | $ 30.1362 |
| 14 | $ 47,166 | $ 22.6760 | $ 68,712.32 | $ 33.0348 |

| SCHEDULE C - FY10<br>EFFECTIVE 7-1-09 (Increased 4%) | | | | |
|---|---|---|---|---|
| Lb. Gr. | Minimum | Hourly | Maximum | Hourly |
| 1 | $ 25,355 | $ 12.1901 | $ 35,415.22 | $ 17.0265 |
| 2 | $ 25,820 | $ 12.4134 | $ 36,064.49 | $ 17.3387 |

| | | | | | |
|---|---|---|---|---|---|
| 3 | $ 26,454 | $ 12.7181 | $ 36,949.76 | $ 17.7643 |
| 4 | $ 27,206 | $ 13.0798 | $ 38,000.61 | $ 18.2695 |
| 5 | $ 27,999 | $ 13.4609 | $ 39,107.47 | $ 18.8017 |
| 6 | $ 28,994 | $ 13.9396 | $ 40,498.03 | $ 19.4702 |
| 7 | $ 30,220 | $ 14.5290 | $ 42,889.04 | $ 20.6197 |
| 8 | $ 31,286 | $ 15.0414 | $ 44,872.62 | $ 21.5734 |
| 9 | $ 32,565 | $ 15.6562 | $ 47,198.62 | $ 22.6916 |
| 10 | $ 33,640 | $ 16.1729 | $ 49,006.72 | $ 23.5609 |
| 11 | $ 37,775 | $ 18.1610 | $ 55,030.82 | $ 26.4571 |
| 12 | $ 40,969 | $ 19.6967 | $ 59,684.61 | $ 28.6945 |
| 13 | $ 44,748 | $ 21.5137 | $ 65,190.59 | $ 31.3416 |
| 14 | $ 49,053 | $ 23.5830 | $ 71,460.81 | $ 34.3562 |

**SCHEDULE D - FY11**
**EFFECTIVE 7-1-10 (Increased 3.5%)**

| Lb. Gr. | Minimum | Hourly | Maximum | Hourly |
|---|---|---|---|---|
| 1 | $ 26,243 | $ 12.6167 | $ 36,654.75 | $ 17.6225 |
| 2 | $ 26,724 | $ 12.8479 | $ 37,326.75 | $ 17.9456 |
| 3 | $ 27,380 | $ 13.1632 | $ 38,243.00 | $ 18.3861 |
| 4 | $ 28,158 | $ 13.5376 | $ 39,330.63 | $ 18.9090 |
| 5 | $ 28,979 | $ 13.9321 | $ 40,476.23 | $ 19.4597 |
| 6 | $ 30,009 | $ 14.4274 | $ 41,915.46 | $ 20.1517 |
| 7 | $ 31,278 | $ 15.0375 | $ 44,390.16 | $ 21.3414 |
| 8 | $ 32,381 | $ 15.5678 | $ 46,443.17 | $ 22.3284 |
| 9 | $ 33,705 | $ 16.2041 | $ 48,850.57 | $ 23.4859 |
| 10 | $ 34,817 | $ 16.7390 | $ 50,721.96 | $ 24.3856 |
| 11 | $ 39,097 | $ 18.7967 | $ 56,956.90 | $ 27.3831 |
| 12 | $ 42,403 | $ 20.3861 | $ 61,773.57 | $ 29.6988 |
| 13 | $ 46,315 | $ 22.2667 | $ 67,472.26 | $ 32.4386 |
| 14 | $ 50,769 | $ 24.4084 | $ 73,961.94 | $ 35.5586 |

## POSITIONS AND CURRENT LABOR GRADE ASSIGNED TO EACH

1. Each position shall have a City of Nashua PDF (Position Description Form) on file with the Nashua Police Department and the City Human Resources Department.

2. Said PDFs will be redone per City policy and submitted through the chain of command to the City Human Resources Department for review, possible labor grade change, and exempt or non-exempt status.

3. If the labor grade changes from what is listed below, the employee and the Union will be advised of the change. Said change will be incorporated into the next Collective Bargaining Agreement. Changes to wages will be done in accordance with the appropriate Schedule.

4. The determination of whether a position is exempt or non-exempt rests with the City Human Resources Department based on the FLSA (Fair Labor Standards Act.).

| EXEMPT POSITIONS | |
|---|---|
| JOB TITLES | LABOR GRADE |
| Accreditation Manager | 13 |
| ~~Planning/Research Specialist~~ | ~~12~~ |
| *Crime Analyst* | *13* |
| | |

**POSITIONS AND CURRENT LABOR GRADE ASSIGNED TO EACH**

| NON-EXEMPT POSITIONS | |
|---|---|
| JOB TITLES | LABOR GRADE |
| Assistant Fleet Maintenance Supervisor | 11 |
| Detention Specialist I (Part-Time) | 11 |
| Detention Specialist II (Full-Time) | 11 |
| Paralegal | 10 |
| Auto Mechanic, Ist Class | 10 |
| Records Technician II | 9 |
| Secretary V | 8 |
| Account Clerk IV | 8 |
| Legal Secretary | 7 |
| Account Clerk III | 7 |
| Auto Mechanic, 2nd Class | 8 |
| Secretary III | 6 |
| Account Clerk III | 6 |
| Outside Detail Specialist (Part-Time) | 6 |
| Records Technician I | 6 |
| Secretary – Domestic Violence Unit | 6 |
| Custodian III | 4 |
| Custodian II | 3 |
| Custodian I | 2 |

The labor grades and exempt/non-exempt status listed above may change during the review process of Position Description Forms (PDFs) based on changes in the job dimensions of the position to include: specific duties and responsibilities; work relations/relationships; problem solving and decision making; supervisory duties; reasoning, mathematical, and language development relating to mental effort; education, training, and specialized instruction; physical effort and activities; working conditions relating to environmental factors, and the equipment, tools, hardware/software, etc. used.

When labor grades or exempt/non-exempt status change during the review process, the above list will be revised in the next contract.

## 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 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 shall devote their entire efforts to department business during scheduled working hours.

The workweek shall consist of seven consecutive days, beginning Sunday through Saturday. For vacation and sick leave purposes, if an employee works other than a five-day, eight-hour-per-day schedule, the workday will be calculated as one-fifth of the average workweek.

Essential personnel are assigned to report at specific times during a particular shift on a 24-hour period. Non- essential personal shall work at times as approved by the Chief of Police or designee in order to provide the best possible coverage within a bureau/division. (Cite Article #26 - "LUNCH TIME & COFFEE BREAKS.")

**Cross-Training, Career Development Program, Schools, & Temporary Assignments:**

An employee may be transferred to assume the duties and responsibilities of a position classified higher or lower than his current position due to cross-training, the department's Career Development Program, or to temporary assignments to provide coverage due to vacations, illness, leaves of absence, etc., as determined by the Chief of Police or designee. An employee may be assigned to assume the duties and responsibilities of a position in addition to his own due to lay-offs or reorganization, and this article does not apply to this situation. This situation shall follow the reclassification system if applicable.

At no time will the cross-training or temporary assignment exceed 120 continuous days. If the employee continues to work a higher classified position, he will be paid the wage difference listed on Schedules A & B between positions until the condition or assignment no longer exists. This shall not apply to grandfathered employees who are paid higher than the wages listed on Schedules A or B.

Employees on a 5 & 2 System may be assigned to attend special schooling away from the workplace during hours not normally worked by the employee. Employees on a 5 & 2 System shall receive their regular rate of pay during such attendance.

**Attendance:**

The effectiveness and efficiency 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:**

A. **~~Receptionist~~*Record Clerks I*:** *Record Clerks I~~Receptionists~~* shall work a five (5) day on, two (2) day off work schedule, but shall have either Friday & Saturday, Saturday & Sunday, or Sunday & Monday as days off or as designated by the Chief of Police or designee.

B. **Detention Specialists:** Unless otherwise designated by the Chief of Police or designee, part-time Detention Specialists shall work thirty-four (34) hours a week, four days a week (8.5 hours per day). Days off shall be as designated by the Chief of Police or designee.

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

D. **Changes in Work Schedules:** The Chief of Police or designee may change the above work schedules at any time.

**Non-Essential Full-Time Personnel:**

A. Employees who are non-essential personnel normally shall be designated as Group #8, who work five (5) days on, two (2) days off schedule, shall receive weekends and holidays off. Non-essential personnel may also be designated to other day-off groups as designated by the Chief of Police or designee.

B. To provide everyday coverage, Fleet Maintenance personnel may be designated as any of the day off groups: Group #9 (Friday & Saturday off), Group #10 (Sunday & Monday off), or Group #8 (Saturday & Sunday off). Fleet Maintenance personnel will receive holidays off.

C. Some non-essential personnel may be placed on call 24-hours a day due to emergencies that could arise and shall work as assigned by their Bureau Commander or designee. (Cite Article #25 - "Overtime.")

**Emergency Situations:**

During special times such as emergency operations or during snowstorms, non-essential civilians may be sent home early from work. For these special situations, those civilians who continue to work the normal workday will not receive additional pay, and those civilians who are allowed or asked to leave the workday early will not be deducted any amount from their normal weekly wage.

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## ARTICLE 25
## OVERTIME

**Full-Time Employees:**

When non-exempt, full-time employees (35 hours a week or more) work extra hours during a week, they will not receive overtime unless the total hours worked in a week exceed 40 hours. Non-exempt, full-time employees (35 hours a week or more) will receive time and one-half their regular rate of pay for all time worked in excess of 40 hours during a pay week, Sunday through Saturday.

**Part-Time Employees:**

Part-time employees will not receive overtime unless the total hours worked in a week, Sunday through Saturday, exceed 40 hours.

**Overtime Not Allowed:**

Exempt positions, as designated under Article 23 – Wages, shall not be eligible for overtime.

**Submission of Overtime Slips:**

Overtime will be submitted during the week it was worked or no more than one (1) week after the date. All overtime slips submitted will be paid according to the total number of hours worked in the week it was worked, not the week the slip was received.

**Called in from Home:**

If a non-exempt, non-essential employee gets called in from home to work, he shall receive at least a 3-hour minimum in overtime pay if over 40 hours in a week or a 3-hour minimum in regular pay if under 40 hours in a week. 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.

~~**Time Coming:**~~

~~Employees may convert overtime worked, but no less than one hour of overtime at a time, into a maximum amount of 12 time coming hours. Said time must be used within 3 months of the accrual date and may not be carried over from one year into the next. Time coming may not be used to extend a block vacation week or any other time off; i.e., personal day~~.

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## ARTICLE 26
## LUNCH TIME & COFFEE BREAKS

**Lunch Periods:**

Lunch periods shall be paid according to any of the following ways as dictated by the Chief of Police or his designee:

1. An hour (1) lunch (without pay);

2. A 1/2 hour lunch (without pay); or

3. A 20-minute lunch break (with pay).

An employee may be called back from a lunch break due to emergencies. The 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. One break may be taken before and one may be taken after the lunch break period as the work schedule allows. All employees may be called back from a break due to emergencies. The Bureau Commander or designee will allow an additional break to be taken if conditions allow. The availability of breaks will not change an employee's normal workday schedule.

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## 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 hour of overtime at a time, into a maximum amount of 12 time coming hours.* ~~Full-time employees may convert a maximum amount of 12 time coming hours~~. Any overtime slips submitted for accrual purposes which bring the accrued amount beyond the 12 hours will be submitted for overtime payment.

C. Said time must be used within 3 months of the original overtime date; however, may not be carried over from one year to the next. All overtime slips beyond 3 months or from the previous year will be submitted for overtime payment. Note: If a slip becomes outdated, but the employee has taken partial time coming hours, the time taken will be deducted and the remaining time will be converted back to normal overtime for payment.

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 member's supervisor at least seven (7) days prior to the scheduled block vacation week 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. 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 following as vacations, etc.

- 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.

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

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## ARTICLE 28
## WORKERS 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 contact.

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 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.

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## 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:**

A. 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.

B. 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 six (6) months unless otherwise specified in this Agreement.

C. Should the employee's performance be unsatisfactory any time during the six-month period, the Chief of Police may:

- Permit the employee to bid on another vacancy for which he is qualified, or,
- Return the employee to the position which he left if still vacant, or,
- To terminate the employee from employment with the Nashua Police Department.

**Department Policies:**

The Bureau Commander 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 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.

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## 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.

Provisions of the City of Nashua merit Plan are not applicable to the positions covered by this Agreement.

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## ARTICLE 31
## LONG TERM DISABILITY COVERAGE

Full time employees covered by this Agreement (35 hours or more a week) are eligible for coverage 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.

**Part-Time Employees (under 34 hours or less a week:**

Part-time employees are not eligible for coverage under the City's Long Term Disability Plan.

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## ARTICLE 32
## 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.

**Part-Time Employees (34 hours or less per week):**

Employees who work 34 hours or less are considered part-time and, as such, are not eligible to be members of the pension plan of the City.

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## ARTICLE 33
## DEPARTMENT SENIORITY

A. For purposes of this article, "***service***" or "***date of hire***" is defined as the full-time, continuous service with the Nashua Police Department to the current date.

B. In the event of a conflict, 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 after the date of hire changes, the seniority date shall not be affected, but shall remain as was originally established.

C. The seniority ratings of employees shall be used for only members within this bargaining unit. Department supervisors who work in the same bureaus or divisions as bargaining unit members, but are excluded from the bargaining unit, shall have seniority over members due to their positions.

D. If an employee moves into another position outside of this bargaining unit, his seniority date shall be as listed in another bargaining agreement or benefit package.

**Purposes of Department Seniority:**

Department seniority shall be used to approve vacation selections, personal day selections, and leaves of absence.

**Detention Specialists:**

Detention Specialists shall not be part of the seniority system of full-time employees. The part-time dates of employment shall be used for seniority purposes within the group of Detention Specialists. Department seniority shall be used to approve vacation selections, personal day selections, Family Medical Leave requests, layoffs, recalls, and elimination of positions. 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.

**Seniority used for Layoffs & Filling Vacancies;**

The department seniority date may also be used for layoffs or when filling vacancies; however, the primary determining factors that will be considered are as outlined in Article 34.

**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.

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## ARTICLE 34
## 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:**

A. 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.

B. When making any recall from 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 recall from layoff decisions, the full-time continuous date of employment with the Nashua Police Department will be considered.

C. 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.

**Elimination of Positions:**

A. When a reduction of the work force 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.

B. 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.")

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## ARTICLE 35
## LONGEVITY

For purposes of this article, the full-time, continuous date of hire with the City of Nashua will be used for computing length of service.

Full-time regular employees, who work 35 hours or more a week, who have been employed by the Nashua Police Department for five or more years on an uninterrupted basis (except by reason of layoff or an approved leave of absence), are eligible for a longevity payment on a normal payday nearest their anniversary date of hire with the department. Part-time employees (work 34 hours or less a week), are not eligible for longevity payments.

| | |
|---|---|
| 5th through 9th anniversaries | $ 100.00 |
| 10th through 14th anniversaries | $ 200.00 |
| 15th through 19th anniversaries | $ 300.00 |
| 20th through 24th anniversaries | $ 400.00 |
| 25th and longer anniversaries | $ 500.00 |

An employee is not eligible for this benefit if the following conditions apply:

1. If the employee is in layoff status;
2. If the employee is not currently employed by the Nashua Police Department;
3. If the employee is on long term disability;
4. If the employee is on an unpaid leave of absence.

According to the Fair Labor Standards Act, any longevity payments received by employees shall be added to their total annual wages for computation of overtime rates. Such overtime rates shall be effective January Ist of every year based on the amounts of longevity payments that will

be received during the upcoming calendar year. If the employee does not receive a longevity payment during the calendar year, the appropriate adjustments will be made.

If employees retire, longevity payments will be pro-rated by month based on the actual length of service. Employees must work at least 15 calendar days in any month to receive credit for that month.

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## ARTICLE 36
## 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.

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## ARTICLE 37
## 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.

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## ARTICLE 38
## 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.

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## ARTICLE 39
## EDUCATIONAL REIMBURSEMENT

The Commission shall allocate an amount of $3,000 to spend on educational benefits (tuition reimbursement) per fiscal year effective July 1, 1999. Said amount is on a first come, first serve basis. Once the $3,000 cap is expended, the educational benefit (tuition reimbursement) is no longer available.

A. The maximum amount the department will pay per class is $400.

B. Only one class will be reimbursed per school term.

C. The Commission shall reimburse employees 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.

1. The course selected by the employee must be part of a degree or certificate program 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 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.

D. Below are acceptable examples which may be considered job-related. The list is considered a partial listing only.

| | | |
|---|---|---|
| *Business Administration* | *Business Management* | *Computer Science* |
| *Secretarial Science* | *Paralegal Studies* | |

E. This article shall not be subject to the grievance procedure.

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## ARTICLE 40
## EMERGENCY LEAVE/PERSONAL TIME

### EMERGENCY LEAVE:

**Definition:**

Emergency Leave is defined as ~~an unforeseen crisis situation that arises that is not considered as any other type of leave contained within this bargaining agreement such as sick leave, family medical leave, etc~~*set forth in Nashua Police Department Rules and Regulations*.

**Regular Full-Time Employees (35 hours a week or over):**

For the purpose of this Article the words "***emergency leave***" means time when an employee is excused from active duty for emergency reasons. Said time is deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive an emergency leave day, unless the employee opts to take an available accrued vacation day.

**Regular Part-Time Employees (34 hours a week or less):**

For the purpose of this Article the words "emergency leave" means a normal workday, when an employee is excused from active duty for emergency reasons. Said time is deducted from the employee's yearly sick leave balance. If no sick leave is available, the employee is not eligible to receive an emergency leave day, unless the employee opts to take an available vacation day. Only upon the discretion of the Chief of Police (or the Deputy Chief of Operations in his absence) will a part-time employee be allowed to take a day off for emergency leave without pay.

**Approval of Leave:**

With prior approval and at the discretion of the Chief of Police or his designee, Emergency Leave may be granted to employees. The appropriate form will be completed by the supervisor or employee. The form will be forwarded to the Administrative Bureau for deduction purposes.

**Extensions of Emergency Leave:**

An employee may be granted an extension beyond the 8-hours of emergency leave up to two (2) weeks at the sole discretion of the Chief of Police. Any requests for extensions shall be on writing on the appropriate form and shall set forth in detail the reasons therefor.

**Disputes:**

Disputes concerning emergency leave shall not be subject to the Grievance Procedure.

### PERSONAL TIME:

**Definition:**

Personal Time is defined as a special situation that arises that is not considered as any other type of leave contained within this bargaining agreement such as a Personal Day, family medical leave, etc.

**Regular Full-Time Employees (35) hours a week or over):**

At any one time the minimum time allowed will be 30 minutes, and the maximum time allowed is two hours. Such time shall not exceed 16 hours in any calendar year, and shall be deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive Person Time.

**Regular Part-Time Employees (34 hours a week or less):**

~~Part-time employees are not eligible for Personal Time.~~
*At any one time the minimum time allowed will be 30 minutes, and the maximum time allowed is two hours. Such time shall not exceed 4 hours in any calendar year, and shall be deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive Personal Time.*

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**Requesting Personal Time:**

In writing on the appropriate Department form, employees will be allowed to formally request Personal Time off during their workday. On the form, the employee is required to specify the reason(s) for the Personal Time.

**Approval of Personal Time:**

With prior approval and at the discretion of the Chief of Police or his designee, Personal Time may be granted to employees. The form will be forwarded to the Financial Services Bureau for deduction purposes.

***Use with other leave:***
*Personal time may be used in conjunction with lunch breaks upon approval of the member's supervisor, but not in conjunction with any other leave or time off.*

**Disputes:**

Disputes concerning Personal Time shall not be subject to the Grievance Procedure.

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## ARTICLE 41
## *TEAMSTERS D.R.I.V.E.*

*The City agrees to a D.R.I.V.E. check-off for members. Upon written authorization by the members, the City shall deduct certain amounts as specified by the member on a bi-weekly basis and remit same on a bi-weekly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite State*

*Teamsters' D.R.I.V.E. Where laws require written authorization by the employee, such authorization is to be furnished in the form required. The necessary forms for authorizing this deduction and for remitting deductions to the Union will be furnished by the Union. No unlawful deductions shall be made.*

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## *ARTICLE 42*
## *CREDIT UNION*

*The City agrees to direct deposit for the Local Union's Credit Union (known as the New England Teamsters Federal Credit Union), any amount on a weekly basis, authorized by the member to be remitted on a monthly basis no later than the 20th of the month. Where laws require written authorization by the employee, same is to be furnished in the form required. Forms necessary for written authorization by members that are necessary for remitting deposits to the Union's credit union will be supplied by the Union. No deductions shall be made which are prohibited by applicable law.*

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## *ARTICLE 43*
## TERM OF AGREEMENT

This Agreement shall remain in full force and effect from midnight, July 1, 200~~2~~7, until midnight, June 30, 20~~07~~*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.

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This Agreement is dated _____

| NASHUA BOARD OF POLICE COMMISSIONERS | TEAMSTERS LOCAL 633 & NPD CIVILIAN EMPLOYEES |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

WITNESSES:

_____