

BUDGET REVIEW COMMITTEE

APRIL 4, 2023

7:00

Aldermanic Chamber

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ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

**R-23-106**

Endorsers: Alderman-at-Large Lori Wilshire  
Alderman Richard A. Dowd  
Alderman John Sullivan  
Alderman Patricia Klee  
Alderman-at-Large Melbourne Moran, Jr.  
Alderman Thomas Lopez  
Alderwoman-at-Large Shoshanna Kelly  
Alderman Alex Comeau  
Alderman Tyler Gouveia  
Alderman Derek Thibeault  
Alderwoman-at-Large Gloria Timmons

**APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA POLICE COMMISSION AND THE NASHUA POLICE SUPERVISORS ASSOCIATION FROM JULY 1, 2023 THROUGH JUNE 30, 2027**

NEW BUSINESS – ORDINANCES

TABLED IN COMMITTEE

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

ADJOURNMENT



## RESOLUTION

**APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE NASHUA POLICE COMMISSION AND THE NASHUA POLICE  
SUPERVISORS ASSOCIATION FROM JULY 1, 2023 THROUGH JUNE 30, 2027**

### *CITY OF NASHUA*

*In the Year Two Thousand Twenty-Three*

**RESOLVED** by the Board of Aldermen of the City of Nashua that the cost items of the attached collective bargaining agreement between the Nashua Police Commission and the Nashua Police Supervisors Association are approved. The collective bargaining agreement covers the period from July 1, 2023 through June 30, 2027.

**LEGISLATIVE YEAR 2023**

**RESOLUTION:** R-23-106

**PURPOSE:** Approving the cost items of a collective bargaining agreement between the Nashua Police Commission and the Nashua Police Supervisors Association from July 1, 2023 through June 30, 2027

**ENDORSER(S):** Alderman-at-Large Lori Wilshire  
Alderman Richard A. Dowd

**COMMITTEE  
ASSIGNMENT:** Budget Review Committee

**FISCAL NOTE:** The cost analysis is attached.

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**ANALYSIS**

This resolution approves the cost items of a collective bargaining agreement between the Nashua Police Commission and the Nashua Police Supervisors Association. The Agreement has a term of four years, commencing on July 1, 2023 and expiring on June 30, 2027. The board of aldermen must vote whether or not to approve the cost items of this contract within thirty days of receipt. RSA 273-A:3 II (c).

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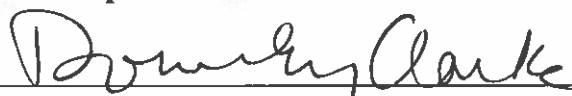
**Approved as to account  
number and/or structure,  
and amount:**

**Financial Services Division**

By: 

**Approved as to form:**

**Office of Corporation Counsel**

By: 

Date: 21 March 2023

**City of Nashua  
Police Supervisors Contract Analysis  
Employer Costs**

1/27/2023

Line No.	Description	Base FY23	Proposed Contract Years				
			FY24	FY25	FY26	FY27	
1	Number of Employees in Analysis - Sergeants	25	25	25	25	25	
2	Number of Employees in Analysis - Lieutenants	9	9	9	9	9	
3	Base Salary Increases Sergeants		4.00%	4.00%	3.00%	3.00%	
4	Base Salary Increases Lieutenants		4.00%	4.00%	3.50%	3.00%	
5	<b>Base Pay Calculations</b>						
6	Rank Pay including In Grade Promotions Sergeants	\$ 2,631,666	\$ 2,631,666	\$ 2,736,932	\$ 2,846,410	\$ 2,931,802	
7	Rank Pay including In Grade Promotions Lieutenants	1,044,284	1,044,284	1,086,055	1,129,497	1,169,030	
8							
9	Base Pay Increase- Sergeants		105,267	109,477	85,392	87,954	
10	Base Pay Increase - Lieutenants		41,771	43,442	39,532	35,071	
11	<b>Total Base Pay</b>	<b>\$ 3,675,950</b>	<b>\$ 3,822,988</b>	<b>\$ 3,975,907</b>	<b>\$ 4,100,832</b>	<b>\$ 4,223,857</b>	
12	<b>\$ Change over Prior Year</b>		<b>\$ 147,038</b>	<b>\$ 152,920</b>	<b>\$ 124,925</b>	<b>\$ 123,025</b>	
13	<b>Real Annual % Change over Prior Year</b>		<b>4.00%</b>	<b>4.00%</b>	<b>3.14%</b>	<b>3.00%</b>	
14							
15	<b>Other Salary Costs</b>						
16	Overtime	\$ 465,550	\$ 484,172	\$ 503,539	\$ 519,360	\$ 534,941	
17	Longevity	31,475	32,325	32,325	32,325	32,325	
18	Holidays	140,321	145,934	145,934	150,720	155,242	
19	Vacation Cash Out (estimated - assumes 7 Sgts & 3 Lts)	36,750	36,750	36,750	36,750	36,750	
20	Educational Benefits	20,000	20,000	20,000	20,000	20,000	
21	Educational Incentives	29,750	35,700	41,650	41,650	47,600	
22	Clothing Allowance	30,600	34,000	37,400	40,800	40,800	
23	Wellness Reimbursement Allowance	11,900	11,900	11,900	11,900	11,900	
24	<b>Total Other Salary Costs</b>	<b>\$ 766,346</b>	<b>\$ 800,781</b>	<b>\$ 829,498</b>	<b>\$ 853,506</b>	<b>\$ 879,558</b>	
25	<b>\$ Change over Prior Year</b>		<b>\$ 34,435</b>	<b>\$ 28,717</b>	<b>\$ 24,008</b>	<b>\$ 26,552</b>	
26	<b>% Change over Prior Year</b>		<b>4.49%</b>	<b>3.59%</b>	<b>2.89%</b>	<b>3.05%</b>	
27							
28							
29	<b>Base Pay and Other Salary Costs</b>						
30	<b>Total Base Pay and other Salary Costs</b>	<b>\$ 4,442,296</b>	<b>\$ 4,623,768</b>	<b>\$ 4,805,405</b>	<b>\$ 4,954,338</b>	<b>\$ 5,103,415</b>	
31	<b>\$ Change over Prior Year</b>		<b>181,473</b>	<b>181,636</b>	<b>148,933</b>	<b>149,077</b>	
32	<b>% Change over Prior Year</b>		<b>4.09%</b>	<b>3.93%</b>	<b>3.10%</b>	<b>3.01%</b>	
33							
34							
35	<b>Average Annual Salary and Other Salary Costs</b>	<b>\$ 130,656</b>	<b>\$ 135,993</b>	<b>\$ 141,335</b>	<b>\$ 145,716</b>	<b>\$ 150,100</b>	
36	<b>Average Annual Increase per Employee</b>		<b>\$ 5,337</b>	<b>\$ 5,342</b>	<b>\$ 4,380</b>	<b>\$ 4,385</b>	
37	<b>Average Percentage Increase per Employee</b>		<b>4.09%</b>	<b>3.93%</b>	<b>3.10%</b>	<b>3.01%</b>	
38							
39							
40	<b>Retirement Costs</b>						
41	Pension - NHRS (FY24-FY27 - 31.28%)	\$ 1,465,376	\$ 1,406,761	\$ 1,460,652	\$ 1,506,175	\$ 1,550,945	
42	Medicare (1.45%)	47,573	47,937	49,744	51,630	53,160	
43	<b>Total Retirement Costs</b>	<b>1,512,949</b>	<b>1,454,698</b>	<b>1,510,397</b>	<b>1,557,805</b>	<b>1,604,105</b>	
44	<b>\$ Change over Prior Year/Average</b>		<b>(58,251)</b>	<b>55,698</b>	<b>47,409</b>	<b>46,300</b>	
45	<b>% Change over Prior Year/Average</b>		<b>-3.85%</b>	<b>3.83%</b>	<b>3.14%</b>	<b>2.97%</b>	
46							
47	<b>Average Retirement Costs</b>	<b>\$ 44,499</b>	<b>\$ 42,785</b>	<b>\$ 44,423</b>	<b>\$ 45,818</b>	<b>\$ 47,180</b>	
48	<b>Average Annual Increase per Employee</b>		<b>\$ (1,713)</b>	<b>\$ 1,638</b>	<b>\$ 1,394</b>	<b>\$ 1,362</b>	
49	<b>Average Percentage Increase per Employee</b>		<b>-3.85%</b>	<b>3.83%</b>	<b>3.14%</b>	<b>2.97%</b>	
50							
51	<b>Insurance Benefits Costs</b>						
52	Medical Insurance Costs (6% Increase each Year - Note 1)	\$ 795,691	\$ 843,432	\$ 894,038	\$ 947,681	\$ 1,004,542	
53	Less: Employee Contributions (20%)	(159,138)	(168,686)	(178,808)	(189,536)	(200,908)	
54	<b>Subtotal - Medical Costs to City</b>	<b>\$ 636,553</b>	<b>\$ 674,746</b>	<b>\$ 715,231</b>	<b>\$ 758,145</b>	<b>\$ 803,633</b>	
55	Dental Insurance Costs (No Increases)	38,230	38,230	38,230	38,230	38,230	
56	Life Insurance Costs	6,900	6,900	6,900	6,900	6,900	
57	<b>Total Insurance Benefits Costs</b>	<b>\$ 681,683</b>	<b>\$ 719,876</b>	<b>\$ 760,361</b>	<b>\$ 803,275</b>	<b>\$ 848,763</b>	
58	<b>\$ Change over Prior Year</b>		<b>47,741</b>	<b>50,606</b>	<b>53,642</b>	<b>56,861</b>	
59	<b>% Change over Prior Year</b>		<b>6.00%</b>	<b>6.00%</b>	<b>6.00%</b>	<b>6.00%</b>	
60							
61	<b>Average Insurance Benefits Costs</b>	<b>\$ 20,049</b>	<b>\$ 21,173</b>	<b>\$ 22,364</b>	<b>\$ 23,626</b>	<b>\$ 24,964</b>	
62	<b>Average Annual Increase per Employee</b>		<b>\$ 1,123</b>	<b>\$ 1,191</b>	<b>\$ 1,262</b>	<b>\$ 1,338</b>	
63	<b>Average Percentage Increase per Employee</b>		<b>5.6%</b>	<b>5.6%</b>	<b>5.6%</b>	<b>5.7%</b>	
64							
65							
66	<b>Total Cost of Contract</b>						
67	<b>Total Compensation</b>	<b>\$ 6,636,928</b>	<b>\$ 6,798,343</b>	<b>\$ 7,076,162</b>	<b>\$ 7,315,417</b>	<b>\$ 7,556,283</b>	
68	<b>\$ Change over Prior Year</b>		<b>\$ 161,415</b>	<b>\$ 277,820</b>	<b>\$ 239,255</b>	<b>\$ 240,866</b>	
69	<b>% Change over Prior Year</b>		<b>2.43%</b>	<b>4.09%</b>	<b>3.38%</b>	<b>3.29%</b>	
70							
71	<b>Average Annual Total Compensation Package</b>	<b>\$ 195,203.76</b>	<b>\$ 199,951</b>	<b>\$ 208,122</b>	<b>\$ 215,159</b>	<b>\$ 222,244</b>	
72	<b>Average Annual Increase per Employee</b>		<b>\$ 6,457</b>	<b>\$ 11,113</b>	<b>\$ 9,570</b>	<b>\$ 9,635</b>	
73	<b>Average Percentage Increase per Employee</b>		<b>3.31%</b>	<b>5.56%</b>	<b>4.60%</b>	<b>4.48%</b>	
74	<b>Note 1 - all subscribers have moved to high deductible plans as of FY2023</b>						
75	<b>Savings have been realized in prior years</b>						

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**NASHUA POLICE COMMISSION**  
**AND**  
**THE NASHUA POLICE SUPERVISORS**  
**ASSOCIATION**

~~FY2020~~ FY2024 – ~~FY2023~~ FY2027

July 1, ~~2019~~ 2023 – June 30, ~~2023~~ 2027

**Table of Contents**

**ARTICLE 1: PURPOSE**..... 1

**ARTICLE 2: RECOGNITION**..... 1

**ARTICLE 3: DEFINITIONS**..... 1

**ARTICLE 4: MANAGEMENT RIGHTS**..... ~~22~~

**ARTICLE 5: ASSOCIATION MEMBERSHIP, DEDUCTION OF DUES, & FAIR SHARE**..... ~~33~~

**ARTICLE 6: EMPLOYEE RIGHTS**..... ~~44~~

**ARTICLE 7: STRIKES, STOPPAGES, AND LOCKOUTS**..... ~~66~~

**ARTICLE 8A: SHOP STEWARD/INVESTIGATION OF ISSUES**..... ~~77~~

**ARTICLE 8B: GRIEVANCE PROCEDURE**..... ~~77~~

**ARTICLE 9: SENIORITY**..... ~~99~~

**ARTICLE 10: VACATION**..... ~~1010~~

**ARTICLE 11: LONGEVITY**..... ~~1111~~

**ARTICLE 12: HOLIDAYS**..... ~~1212~~

**ARTICLE 13: CLOTHING ALLOWANCE**..... ~~1212~~

**ARTICLE 14: MEDICAL & DENTAL INSURANCES AND**..... ~~1313~~

**LONG TERM DISABILITY PLAN**..... ~~1313~~

**MEDICAL INSURANCE**..... ~~1313~~

**DENTAL INSURANCE:**..... ~~1614~~

**LONG-TERM DISABILITY:**..... ~~1615~~

**ARTICLE 14A: WELLNESS REIMBURSEMENT ALLOWANCE**..... ~~1715~~

**ARTICLE 15: LIFE INSURANCE**..... ~~1815~~

**ARTICLE 16: EDUCATIONAL BENEFITS**..... ~~1815~~

**ARTICLE 17: WORK SCHEDULE**..... ~~1916~~

**ARTICLE 18: SICK LEAVE**..... ~~2017~~

**ARTICLE 19: BEREAVEMENT LEAVE**..... ~~2118~~

**ARTICLE 20: EMERGENCY LEAVE**..... ~~2219~~

**ARTICLE 21: PERSONAL DAYS**..... ~~2420~~

**ARTICLE 22: EXCHANGE OF WORKDAYS**..... ~~2420~~

**ARTICLE 23: SHIFT EXCHANGES**..... ~~2521~~

**ARTICLE 24: OVERTIME**..... ~~2521~~

**ARTICLE 25: COMPENSATORY TIME**..... ~~2622~~

**ARTICLE 26: OUTSIDE DETAILS**..... ~~2622~~

<b>ARTICLE 27: COURT TIME</b> .....	<a href="#"><u>28</u></a> <del>23</del>
<b>ARTICLE 28: WAGES</b> .....	<a href="#"><u>29</u></a> <del>23</del>
<b>ARTICLE 29: BULLETIN BOARD</b> .....	<a href="#"><u>30</u></a> <del>25</del>
<b>ARTICLE 30: PARTIAL INVALIDITY AND SEPARABILITY</b> .....	<a href="#"><u>30</u></a> <del>25</del>
<b>ARTICLE 31: WAIVER</b> .....	<a href="#"><u>31</u></a> <del>25</del>
<b>ARTICLE 32: COLLECTIVE BARGAINING MEETINGS AND CONTRACT</b> .....	<a href="#"><u>31</u></a> <del>26</del>
<b>ARTICLE 33: TERM OF AGREEMENT</b> .....	<a href="#"><u>32</u></a> <del>27</del>

## **PREAMBLE**

Pursuant to New Hampshire Revised Statutes Annotated, RSA 273-A, and other applicable laws and ordinances, this Agreement is entered into between the Nashua Board of Police Commissioners, hereinafter referred to as the "Commission" and the Nashua Police Supervisors Association, hereinafter referred to as the "Association."

In applying this Agreement, the use of the masculine shall be construed to include the feminine. The use of the singular shall be construed to include the plural.

## **ARTICLE 1: PURPOSE**

It is the purpose of this Agreement to promote and maintain harmony, cooperation, and understanding between the Commission and the Association In fulfilling their mutual and respective ~~Obligations~~ obligations to each other and to the citizens of the City of Nashua.

It is further the purpose of this Agreement to provide orderly collective bargaining relations between the Commission and the Association and to secure prompt and fair disposition of grievances in order to assure the efficient operation of the Nashua Police Department and uninterrupted service to the citizens of Nashua.

## **ARTICLE 2: RECOGNITION**

Pursuant to the modification of a certification issued by the NH Public Employee Labor Relations Board, the Commission recognizes the Nashua Police Supervisor Association, NEPBA, Local #25, having been designated and selected by a majority of the employees in the unit described as Sergeants and Lieutenants for the purposes of collective negotiations and the settlement of grievances.

## **ARTICLE 3: DEFINITIONS**

- A. BOARD OF POLICE COMMISSIONERS: Police Commissioners appointed in accordance with Chapter 1, Section A-101, of the Nashua Revised ordinances.
- B. ASSOCIATION: Nashua Police Supervisors Association.
- C. CHIEF: Chief of Police of the Nashua, New Hampshire, Police Department.
- D. CITY: The City of Nashua, New Hampshire.
- E. COMMISSION: The Board of Police Commissioners.
- F. DEPARTMENT: The Nashua, New Hampshire, Police Department and its administrative staff.



- G. EMPLOYEE: Supervisory Officers of the Nashua Police Department who have attained the rank of Lieutenant and Sergeant.
- H. GRIEVANCE: A written complaint signed by one or more employees or the Association, or the Commission, which alleges a violation, misinterpretation or misapplication of any grievable provision of this Agreement.
- I. GRIEVANT: The person or party filing and signing the grievance.
- J. MANAGEMENT/STAFF MEMBERS: The Commission, the Chief, the Deputy Chief of Operations, [the Deputy Chief of Uniform Operations](#), and Bureau Commanders.
- K. RESPONDING AUTHORITY: The person or party to whom the grievance is presented.

**ARTICLE 4: MANAGEMENT RIGHTS**

- A. The Commission, and its designees, shall retain all such rights, powers, and authority vested in it by virtue of the statutes of the State of New Hampshire including the following:
  - 1. To control the management and administration of the department.
  - 2. To hire, promote, transfer, assign, retain, and direct employees within the department.
  - 3. To suspend, demote, discharge, and take other disciplinary actions against employees for just cause.
  - 4. To issue, modify, and enforce Rules and Regulations which do not violate the terms of RSA 273-A:4 I (i).
  - 5. To determine the methods, means, and personnel by which department operations are to be conducted.
  - 6. To determine the content of Job Classifications.
  - 7. To exercise complete control and discretion over its organization and the technology of performing its work.
  - 8. To determine the standards of selection for employment and the standards of service to be offered by the department.
  - 9. To exercise managerial policy as set forth in RSA 273-A:l, XI.
- B. The foregoing are set out for purposes of illustration and not limitation; and, the Commission further retains all such rights, powers, and authority not otherwise specifically relinquished, restricted, or modified by the terms of this Agreement, whether exercised or not.

- C. The foregoing rights, responsibilities, and prerogatives delegated to the Commission by statute shall not be subject to the grievance procedure hereunder.

## **ARTICLE 5: ASSOCIATION MEMBERSHIP, DEDUCTION OF DUES, & FAIR SHARE**

### **Open Shop:**

No employee shall be required to join or maintain membership in the Association as a condition of acquiring or continuing employment.

### **Non-Member/Fair Share:**

Any employee who seeks representation for an incident, which occurred while he was not a member of the Association, shall pay for any and all costs associated with the representation, including reasonable legal fees as determined by the Union.

### **Dues Deduction:**

- A. An employee who is, or who may become, a member of the Association may execute a form (to be approved by the Commission) authorizing that a portion of his salary representing monthly dues, be withheld and forwarded to the Treasurer of the Association.
- B. Upon receiving a properly executed Authorization and Assignment Form from an employee covered by this Agreement, the Commission shall cause the City Comptroller to deduct from salary due, the amount authorized by the employee.
  - 1. The deduction of such dues shall be made pursuant to the policies and procedures of the City.
  - 2. The deduction shall be only in the amount certified in writing by the President or the Treasurer of the Association as representing monthly dues uniformly required as a condition of acquiring or retaining membership.
- C. An employee who executes such authorization form shall continue to have such deductions made from his salary during the term of this Agreement or until he notifies the Commission in writing, with a copy to the Association, that the Authorization and Assignment Form is being revoked and the employee thus withdraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Association.
- D. Dues deductions shall be subordinate to deductions required by law. No deductions will be made if an employee has insufficient salary in any pay period. The Commission shall not be responsible for deducting any arrearage in dues owed to the Association by a member.
- E. Deductions shall automatically terminate upon the occurrence of any of the following events:
  - 1. Termination of employment;

2. Demotion or promotion out of the bargaining unit;
  3. Lay-off or reduction in force;
  4. Revocation by the employee of Dues Authorization.
- F. The Association shall indemnify and save harmless the Commission, the Department, and the City from any and all suits and damages arising out of, or in connection with, such dues deductions.

### **ARTICLE 6: EMPLOYEE RIGHTS**

- A. It shall be a prohibited practice for the Commission or the Department:
1. To restrain, coerce or otherwise interfere with its employees in the exercise of the rights conferred by RSA 273-A.
  2. To dominate or to interfere in the formation or administration of the Association;
  3. To discriminate in the hiring or tenure, or the terms and conditions of employment of its employees for the purposes of encouraging or discouraging membership in the Association;
  4. To discharge or otherwise discriminate against any employee because he has filed a complaint, affidavit, or petition, or given information or testimony under RSA 273-A;
  5. To refuse to negotiate in good faith with the Association, including the failure to submit to the legislative body any cost item agreed upon in negotiations;
  6. To invoke a lockout;
  7. To fail to comply with Chapter RSA 273-A or any rule adopted under Chapter RSA 273-A;
  8. To breach this Agreement;
  9. To make any law or regulation, or to adopt any rule relative to the terms and conditions of employment that would invalidate any portion of this Agreement.
- B. It is agreed that employees have the following rights:
1. To be disciplined for just cause only;
  2. To determine if a hearing will be a public or nonpublic session in accordance with RSA 91- A:3, II (a);

3. To be notified that a documented complaint has been received from a citizen against an employee, unless said notification would directly interfere with an on-going investigation conducted by the Nashua Police Department.
4. An employee, being interviewed where discipline could result or at a meeting/hearing concerning pending discipline, will be afforded one representative from the Collective Bargaining Unit only as it pertains to the below listed procedures under *NLRB v. Weingarten*:
  - The employee must reasonably believe that the interview will result in disciplinary action;
  - The employee must request such representation;
  - The exercise of the right to representation cannot unduly interfere with legitimate needs of the employer.
5. During an investigation conducted by the Nashua Police Department of an offense committed which could result in criminal proceedings, administrative rights may be provided to the employee. The administrative rights as outlined under *Garrity v. New Jersey* are to:
  - Advise the employee that the answers to the questions will not be used against the employee in criminal proceedings;
  - Order the employee to answer the questions under threat of disciplinary actions; and
  - Ask questions which are specifically, directly, and narrowly related to the employee's duties or the employee's fitness for duty.
6. As outlined under *Cleveland Board of Education v. Loudermill*, prior to discipline being imposed (pre-disciplinary hearing/meeting), an employee is entitled to receive:
  - A written notice of the charge(s);
  - A gist of the allegations;
  - Possible disciplinary action(s) to be taken; and
  - An opportunity to be heard.
7. For post-disciplinary hearings, an employee is entitled to receive copies, in total, of the documentation supporting the punitive disciplinary action(s).
8. Interviews and investigations conducted by the Nashua Police Department shall be concluded with no unreasonable delay. The employee shall be advised either in

writing or verbally of the results of the completed, documented Nashua Police Department investigation.

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

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

The respective supervisor may request a review of stale disciplinary documentation in his/her personnel file as outlined below:

- Remedial Training/Counseling From: Purged after five (5) years with the option that it can be reviewed/purged by the Chief of Police after three (3) years. \*\*\* See EES below.
- Letter of Warning: Purged after five (5) years with the option that it can be reviewed/purged by the Chief of Police after three (3) years. \*\* See EES below.
- Letter of Suspension: Purged after seven (7) years with the option that it can be reviewed/purged by the Chief of Police after five (5) years. \*\* See EES below.
- \*\*EES: In such cases where said documentation pertains to having been placed on the Exculpatory Evidence Schedule (EES), the related documentation will remain in the member's personnel file. If the member is taken off the EES, the purging of the documentation will follow the respective timeframes outlined above.

## **ARTICLE 7: STRIKES, STOPPAGES, AND LOCKOUTS**

- A. During the term of this Agreement, neither the Commission nor the Department shall lock out any employees.
- B. No employee shall, alone or in concert with any other person, engage in any strike, stoppage, or refusal in the course of employment to perform his assigned duties; or to withhold, curtail, or restrict his services or otherwise interfere with the operations of the Department or encourage others to do so.
- C. The Commission reserves the right to discipline any employee who participates in any activity which is in violation of this Article.
- D. In the event of the occurrence of any act described in Section "B" above, it shall be the responsibility of the Association, within 24 hours of a request by the Commission, to notify

the Commission and employees, in writing, of its disapproval of such actions and encourage employees to cease and desist therefrom and return to work immediately.

### **ARTICLE 8A: SHOP STEWARD/INVESTIGATION OF ISSUES**

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

A Shop Steward or Alternate Shop Steward shall investigate all situations/issues brought to his attention. Association 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 or settled amicably between the parties, the Grievance Procedure shall be followed.

It is understood that time spent by Association 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 8B: GRIEVANCE PROCEDURE**

#### **Definition:**

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

#### **Discussions & Settlements:**

This grievance procedure shall not limit the normal process of discussions between employees and/or the Association 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 Association, shall be considered a "grievance" and shall begin at STEP 1, unless otherwise noted below.

#### **Procedures:**

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

## SECTION A.

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

**STEP 2.** Failing a settlement at **STEP 1**, the grievant may present the grievance to the appropriate Deputy Chief~~a Deputy Chief of Operations~~ in writing within seven (7) calendar days after the reply in **STEP 1**. If the grievance is directed at ~~a Deputy Chief of Operations~~a Deputy Chief, the grievance may be started at **STEP 3**. The ~~Deputy Chief of Operations~~Deputy Chief will reply in writing to the grievant within seven (7) calendar days after the grievance is presented. If the ~~Deputy Chief of Operations~~ Deputy Chief is unavailable, the grievance may be started at **STEP 3**.

**STEP 3.** Failing a settlement at **STEP 2**, the grievant may present the grievance to the Chief ~~or Deputy Chief of Operations~~ in writing within ten (10) calendar days after the reply in **STEP 2**.

The grievant will specify the following:

- a. The nature and facts pertaining to the grievance;
- b. The nature and extent of injury, loss, or inconvenience;
- c. The alleged violation of the Agreement;
- d. The basis for dissatisfaction with STEPS 1 and 2;
- e. The remedy that is desired;
- f. The signature of the grievant or Association.

The Chief ~~or Deputy Chief of Operations~~ will reply to the grievant within ten (10) calendar days after the grievance is presented. If the Chief ~~or Deputy Chief of Operations~~ 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 the grievance to the Commission in writing within ten (10) calendar days after the reply in **STEP 3**. The grievant will provide the same information as in **STEP 3**. The Commission will officially receive all grievances during its regular monthly scheduled meeting. The Commission will reply in writing to the grievant within fifteen (15) working days after the grievance is presented during the commission's monthly meeting.

**STEP 5.** Failing a settlement at **STEP 4**, the grievant may present the grievance in writing to the Association within thirty (30) working days after the reply in **STEP 4**. If the Association feels that the grievance has merit and that submitting it to arbitration is in the best interest of the Department, the Association may submit the grievance to the American Arbitration Association, Public Employee Labor Relations Board, or Hillsborough County Superior Court within sixty (60) working days after receiving the grievance from the grievant.

## SECTION A - GRIEVANCES AGAINST MANAGEMENT

The Association 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 Association, if the grievant desires.

### **SECTION B - GRIEVANCES AGAINST THE ASSOCIATION AND/OR MEMBER**

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

The Association will reply within thirty (30) working days after the grievance is presented. Failing a settlement between the Commission or its designates and the Association, the grievance may be presented to the American Arbitration Association, Public Employee Labor Relations Board, or Hillsborough County Superior Court within sixty (60) working days after the reply.

### **SECTION C - GENERAL PROVISIONS**

- A. Each grievance will be separately processed under the Grievance Procedure.
- B. Expenses incurred under **STEP 5** will be shared equally by the Commission and the Association.
- C. No party acting 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.
- D. The parties recognize that after **STEP 3** of the grievance procedure, additional time may be required by both parties to process the grievance. Notwithstanding the provisions of **STEP 3**, the parties may agree in writing to extend any of the time limits set forth in **STEPS 4 and 5** of the grievance procedure.
  - 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 Association's failure to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.

### **ARTICLE 9: SENIORITY**

For purposes of this Agreement, seniority is defined as follows: "Established first by virtue of rank and secondly by the aggregate time served in rank. Where conflict occurs because of identical time of service or date of appointment, the member of the department with the longest aggregate time served in the next lower rank is deemed to hold seniority."



In situations requiring decision-making or the exercise of control among members of equal rank, it shall be incumbent upon the member holding seniority to take charge, unless otherwise directed by a member of higher rank.

**ARTICLE 10: VACATION**

**Accrual Rates:**

Employees shall be eligible for vacation in accordance with the following schedule:

10 workdays.....	After One Year of Service
15 workdays.....	After 5 Years of Service
20 Workdays.....	After 10 Years of Service
25 Workdays.....	After 15 Years of Service
30 Workdays.....	After 20 Years of Service

**Vacations Policies:**

Vacations will be selected upon the basis of seniority as defined in this Agreement. A maximum of ten (10) vacation days may be taken at one time. A minimum of one (1) day may be taken. The number of employees allowed on vacation at one time will be determined by the Chief or his designee.

- A. Vacation block weeks begin on Saturday and continue through the week, inclusive of normal days off, until five (5) vacation days are reached.
- B. A vacation block week will consist of five (5) vacation days within the block. Any time used between block weeks is considered vacation time.

**Example #1:** Saturday & Sunday are days off  
Monday, Tuesday, Wednesday & Thursday are vacation days  
Friday and Saturday are days off  
Sunday is a vacation day  
(The block week ends Sunday.)

**Example #2:** Saturday & Sunday are vacation days  
Monday and Tuesday are days off  
Wednesday, Thursday, & Friday are vacation days  
(The block week ends Friday.)

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

**Maximum Amount Taken During a Calendar Year:**

~~Effective December 28, 2004,~~ during During a calendar year, members are limited to taking their annual amount of accrued vacation leave, as specified under paragraph "Accrual Rates" above. ~~Effective July 1, 2016,~~ An employee, in their final year of employment, will be entitled to use the amount of vacation time available in their current vacation balance with no cap.

**Callbacks:**

An employee will be paid time and a half ~~of his~~ regular rate of pay for callback while on a vacation block week and granted an additional day, which may be banked for future use. Should an employee be called back to work or required to attend Court while on a vacation block week, ~~he~~ the employee shall receive time and one half his regular rate of pay for such duty day and further shall be granted an additional day off for each day or fraction thereof, for which ~~he was~~ the employee was called back. The additional day off may be banked for future use.

**Unused Vacation Accruals:**

Vacation shall be taken prior to the end of the calendar year in which it is received, however, up to five (5) vacation days can be carried over into the next calendar year, but all days carried over must be taken by May 1 of that year except that a vacation block week carry over may extend beyond May 1 if begun before that date. This carry over provision shall not affect or change the provisions regarding maximal accrual amounts or loss of accrual amounts contained in this article. Vacation time accrued but not used shall, upon retirement, be paid in a lump sum to the employee. Unused vacation time will be paid in a lump sum to the employee's estate if ~~he~~ the employee dies while employed by the Department.

**Maximum Accrual Amount:**

An employee shall be allowed to accrue a maximum of forty (40) work days vacation. The cash value of such accrued vacation shall be paid in one lump sum (less appropriate withholding) at retirement or separation from the Department. Should an employee die while employed by the Department, ~~his~~ earned but unused vacation shall be paid to ~~his~~ their estate. Effective July 1, 2016, employees may elect to receive a cash value payment of up to eighty (80) hours of unused vacation time per calendar year. Such election shall be made prior to December 1<sup>st</sup> of each year and such payment shall be made in one lump sum (less appropriate withholding) during the last pay period of the calendar year. Such elections may not exceed forty (40) work days during that individual's term of employment with the Nashua Police Department and any such election will reduce that individual's maximum permitted accrual amount by an equal amount of days at time of retirement or separation from the department. A maximum of 800 hours shall be paid out during a fiscal year to all eligible members who elect to receive a cash value payment prior to retirement or separation under this provision.

**Loss of Accrual Amounts:**

Employees shall not accrue more than forty (40) work days vacation. Any vacation time accrued in excess of forty (40) work days shall be forfeited.

**ARTICLE 11: LONGEVITY**

- A. An employee with less than ten (10) years of service in the department shall receive a lump sum longevity payment of \$300.00 the pay week following the employee's anniversary date.
- B. An employee with ten (10) years of service in the department shall receive a lump sum longevity payment of \$500.00 the pay week following the employee's anniversary date. Employees with more than 10 years of service will receive an additional ~~\$75.00~~ \$100.00 each year thereafter.

- C. Employees eligible to receive longevity pay, who are not employed by the department on the anniversary date of any year, shall forfeit the right to all or any portion of longevity pay to which they otherwise would have been entitled.
- D. ~~For employees hired after May 12, 2003, or upon signing of the Contract, employees shall not be eligible for longevity payments. Note: Employees, who are promoted and are eligible to be members of the bargaining unit, shall secure the same longevity benefit, if any, held at the time of such promotion.~~

**ARTICLE 12: HOLIDAYS**

The following days will be paid holidays for employees:

- |                   |                  |
|-------------------|------------------|
| New Year's Day    | Independence Day |
| President's Day   | Labor Day        |
| St. Patrick's Day | Columbus Day     |
| Fast Day          | Thanksgiving Day |
| Memorial Day      | Christmas Day    |
| Flag Day          | Veterans Day     |

An employee shall receive a day's pay at ~~his~~ their regular rate for the above holidays in addition to ~~his~~ their regular pay.

In order to qualify for holiday pay, an employee who is off duty on the day of the holiday must have worked ~~his~~ their last scheduled duty day prior to the holiday and the first scheduled duty day after the holiday, or been absent on authorized leave on either or both of these days.

**ARTICLE 13: CLOTHING ALLOWANCE**

**Annual Clothing Allowance:**

The uniform allowance for each employee shall be as follows:

<del>Fiscal Years 2020-2023</del>	<del>\$900.00</del>
<u>Fiscal Year 2024</u>	<u>\$1,000</u>
<u>Fiscal Year 2025</u>	<u>\$1,100</u>
<u>Fiscal Year 2026</u>	<u>\$1,200</u>
<u>Fiscal Year 2027</u>	<u>\$1,200</u>

**Allowable Purchases:**

At the discretion of the employee, uniform allowance may be applied toward the purchase of either uniforms or job-related civilian attire. Employees shall maintain such clothing in good condition or replace the same as required at their own cost, except as otherwise provided by Department rules and regulations. Any balance, up to \$250.00, of the uniform allowance which has not been expended by the end of the fiscal year, shall be paid to the employee.

**ARTICLE 14: MEDICAL & DENTAL INSURANCES AND  
LONG TERM DISABILITY PLAN**

**MEDICAL INSURANCE**

~~Effective upon approval of this agreement, except as otherwise provided in this Article 14, upon 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 and, in addition to those plans may offer a comparable plan that may include carving out prescription benefits from a health insurance company to be managed by a Pharmacy Benefits Manager. For eligible members, the City shall contribute 70% of the premium for option a) and 80% of the premium for option b).~~

- ~~a) — Point of Service Plan;~~
- ~~b) — HMO Plan; or~~
- ~~c) — The City may make additional plans available to members with benefit levels, co-pays, deductibles and premium cost sharing determined by the City in its sole discretion, including, but not limited to, carving out prescription benefits from a health insurance company to be managed by a Pharmacy Benefits Manager.~~

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

~~Should the City determine that it is in the best interests of the City to offer a “comparable” plan to either option “A” or “B”, it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the costs to members and the benefits that will provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later than sixty (60) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.~~

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

**Effective July 1, 2023 (FY2024):**

Except as otherwise provided in this Article 14, upon the request of an eligible member of the bargaining unit, the City shall provide the premium for an individual, two-person, or family plan of one but not more of, the following plans, if available, or a comparable plan if the following plan(s) are not available:

- a. Point-of-Service Plan;
- b. HMO Plan;
- c. High Deductible Health Plan with Health Savings Account (HDHP w/ H.S.A.)
- d. The City may make additional plans available to members with benefit levels and premium cost sharing determined by the City in its sole discretion.

**PLAN FEATURES:**

~~Effective upon signing of this agreement, plans offered by the City under options a and b shall have the following features:~~

- ~~— (a) — Twenty Dollars (\$20.00) per medical visit;~~
- ~~— (b) — One Hundred Dollars (\$100.00) per emergency room hospital visit;~~
- ~~— (c) — Two Hundred Fifty Dollars (\$250.00) Per Person, Five Hundred Dollars (\$500.00) Per 2 Person/Family Inpatient/ Outpatient Facility Deductible; and~~
- ~~— (d) — Three Tier Pharmacy Benefit of \$5/\$15/\$35 (\$5/\$30/\$70 Mail Order).~~

~~The amount of any balance of increased health insurance contributions due retroactively shall be paid through payroll deductions spread over the duration of this collective bargaining agreement.~~

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

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

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

~~**Eligible Members:** Eligible members of the bargaining unit shall be defined as full-time employees.~~

**Effective July 1, 2023 (FY2024):** The City shall contribute 70% of the premium of option “a” and 80% of the premium of option “b” and “c”. The following plans offered by the City shall have the following co-pays and deductibles:

**Option “a”: Point of Service:**

- 1) Twenty Dollars (\$20.00) per medical visit;
- 2) One Hundred Dollars (\$100.00) per emergency room visit;

- 3) Two Hundred Fifty Dollars (\$250.00) per person, Five Hundred Dollars (\$500.00) per two-person/Family Inpatient/Outpatient Facility Deductible;
- 4) Three (3) Tier Pharmacy Benefit of \$5/15/35 (\$5/30/70 mail order).

**Option “b”: HMO Plan:**

- 1 Twenty-five Dollars (\$25.00) per medical visit;
- 2 One Hundred Dollars (\$100.00) per emergency room visit ;( co-payment waived if admitted)
- 3 Fifteen Hundred Dollars (\$1500.00) per person, Three Thousand Dollars (\$3000.00) per two-person/Family Inpatient/Outpatient Facility Deductible;
- 4 Three (3) Tier Pharmacy Benefit of \$10/\$30/\$50 (\$20/\$60/\$100 mail order).

**Option “c”: High Deductible Health Plan with Health Savings Account (HDHP w/ H.S.A.):**

The deductibles for this plan will be \$2000 for an individual plan and \$4000 for a 2-person or family plan. The City will contribute \$1500 of the \$2000 for the single plan (the remaining \$500 will be the responsibility of the member) and \$3000 of the 2-person or family plan (the remaining \$1000 will be the responsibility of the member).

The City H.S.A contribution will be distributed in 2 installments, one on or about July 1 and one on or about October 1 of each year. If a member is required to pay more towards his/her deductible than the initial 50% contribution, upon presentation of suitable documentation, the City will contribute the remaining 50% prior to October 1.

Members who are permitted to join the HDHP w/HSA plan at any time other than July 1, due to a “qualifying event,” will receive 100% of the city’s portion of the deductible contribution upon the start of the coverage.

Members who retire between July 1 and October 1 will receive their July 1 City contribution. If the retired member keeps the City insurance plan they will also receive the October 1 contribution. If the member does not keep the City plan they will not be eligible for the October 1 contribution. If a member retires after October 1 they will keep the City contribution.

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

Should the City determine that it is in the best interests of the City to offer a “comparable” plan to either option “a” or “b”, it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure (Article 8B), and shall be submitted directly for arbitration no later than thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

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

**Restrictions:** Members must sign up for a minimum of one (1) year with plans “a” ,“b” or “c” and may sign-up or change to another plan during the normal group re-opening period, known as the “annual open enrollment” period, or as otherwise provided, such as following a “qualifying event.”

**Spouse Rule:** If a member and their spouse are both employed by the City, each may elect their own coverage (based on their own eligibility for benefits) or one may be enrolled as a dependent on the other's coverage, but only one may cover their dependent children. A City employee may not be a subscriber on a City health plan and a dependent on a City health plan simultaneously.

**Annual Audit:** The City of Nashua hereby agrees to conduct a yearly loss ratio analysis of all Health Insurance plans offered to members & employees and return all member/employee overpayments in the form of a Health Insurance Premium Holiday at the completion of the analysis.

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

**Eligible Members:** Eligible members of the bargaining unit shall be defined as full-time members.

### **DENTAL INSURANCE:**

The Commission shall ensure through the City of Nashua that a 2-person Dental Plan, coverage A, B, and C, is supplied at no cost to each employee covered under this Agreement, except for single employees who shall receive a 100% paid 1-person Dental Plan.

- A. 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.
- B. 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.
- C. Effective upon approval of this agreement, those employees covered by dental insurance under this article may elect to participate in the High Option Plan available through Delta Dental. The employee shall be responsible for paying the full additional premium cost for the High Option Plan.

### **LONG-TERM DISABILITY:**

Employees 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.

## **ARTICLE 14A: WELLNESS REIMBURSEMENT ALLOWANCE**

The Department shall reimburse employees up to \$350.00 to maintain membership in a bona-fide health club, fitness club or gym or for personal workout equipment, authorized by the administration. The cost of exercise or workout equipment which is generally used for recreational or leisure purposes shall not be subject to reimbursement..

## **ARTICLE 14B WELLNESS INCENTIVE**

In accordance with S.O.P. 87, Physical Fitness Program, all "members of the Nashua Police Department hired AFTER July, 7, 1990 are required to annually participate in the Department's physical fitness testing".

Upon being scheduled for an annual physical fitness test (PT Test), members may opt to take the Wellness Incentive PT Test as a replacement of the annual PT Test, by notifying Professional Standards. The Wellness Incentive PT Test will consist of the following Cooper Standards Physical Tests:

- -Bench Press
- -Sit-ups
- -Push-ups
- -1.5 mile run

Any member scoring at or above the 80<sup>th</sup> Percentile will receive one (1) Wellness Day off.

Any member scoring at or above the 90<sup>th</sup> Percentile will receive two (2) Wellness Days off.

A member must receive at or above the 80<sup>th</sup> or 90<sup>th</sup> percentile for each test. The scores will NOT be averaged.

A member will complete and submit a Nashua Police Department Request For Leave form through their normal chain of command, to request to use an attained Wellness Day Off as they would for any other approved day off.

Stipulations:

- An employee cannot use a "Wellness Day" for the following holidays: New Year's Eve, New Year's Day, July 4<sup>th</sup>, Thanksgiving Day, the Friday immediately following Thanksgiving Day, Christmas Eve, or Christmas Day.
- Two employees per shift, per day, may be approved for a "Wellness Day" in excess of the current 4 employees allowed on preapproved time off (Article 12, Vacations).



However, a "Wellness Day" may be denied at the discretion of the Divisional Supervisor or Bureau Commander if these days cause backfill overtime.

- Once attained, the employee will have one year from the date they receive the "Wellness Day(s)" to use them. "Wellness Days" will not be carried past this one year mark.
- The percentile standards or physical test requirements may be altered at the beginning of the calendar year (January) prior to that year's PT Tests, at the discretion of the Chief of Police.
- Any changes to this Article made by the Chief of Police will not be subject to Union Approval or Collective Bargaining negotiation. Any changes to the Wellness Incentive requirements and standards will be communicated to all sworn personnel prior to their annual PT Test.

### **ARTICLE 15: LIFE INSURANCE**

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

### **ARTICLE 16: EDUCATIONAL BENEFITS**

#### **Educational Benefits:**

The Commission shall allocate an amount of ~~\$10,000~~ \$20,000 to spend on educational benefits (tuition reimbursement) for all department members per fiscal year. Said amount is on a first come, first serve basis. Once the ~~\$10,000~~ 20,000 cap is expended, the educational benefit (tuition reimbursement) is no longer available.

- A. The maximum the department will pay per class ~~for FY 2016, 2017, 2018 & 2019~~ is \$900.
- B. The Commission will reimburse employees up to 50% of the tuition costs (all fees, excluding books) for courses successfully completed during the academic year under the following conditions:
  1. The course selected by the employee must be 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 determination of whether or not the course is job-related shall be determined solely at the discretion of the Chief.

Acceptable examples, which may be considered related, are degrees in:

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

The above is considered a partial listing only and is not limited solely to the previously stated degrees.

### **Educational Incentives:**

- A. ~~Effective July 1, 2011, on~~ On a yearly basis, employees shall be paid on the Thursday closest to December 1, a lump sum of \$500.00 for attaining an Associate's Degree, ~~\$1,000.00~~ 1,200 for attaining a Bachelor's Degree, and ~~\$1,250.00~~ 1,500 for attaining a Master's Degree, J.D. or PhD.
  1. The employees shall receive only one lump sum: (\$500.00) for an Associate's Degree no matter how many Associates Degrees the employee has, (~~\$1,000.00~~ 1,200) for a Bachelor's Degree no matter how many Bachelor's Degrees the employee has; and, only one lump sum (~~\$1,250.00~~ 1,500) for a Master's Degree, J.D. or PhD, no matter how many Masters, J.D. or PhD Degrees the employee has.

### **ARTICLE 17: WORK SCHEDULE**

The Commission shall maintain one of the work schedules as follows:

SCHEDULE A: Four (4) Days On, Two (2) Days off.

SCHEDULE B: Five (5) Days On, Two (2) Days Off.

### **Special Personal Days:**

Employees assigned and working Schedule B shall receive an additional seventeen (17) days off per calendar year, which shall be designated by the employee upon approval of the appropriate Bureau Commander.

1. Such days shall not be taken consecutively.
2. Days designated shall be submitted for approval to the Bureau Commander ~~prior to 1 May, each year.~~ Designated days may be changed only upon approval of the Bureau Commander.

## **ARTICLE 18: SICK LEAVE**

### **Accrual Rate:**

~~Sick leave shall be accrued at the rate of one and one-quarter (1 1/4) workdays per calendar month to a total of fifteen (15) workdays per calendar year.~~

- A. ~~For employees hired prior to May 12, 2003:~~ Employees may accrue unlimited sick leave ~~hours effective July 1, 1989. Sick leave shall be accrued at the rate of 10 hours per month, a total of 120 hours, in any calendar year. If sick time taken exceeds 120 hours in any calendar year and prior accrued sick leave is available, it may be used for that illness upon approval of the Chief or designee.~~
- B. ~~For employees hired after May 12, 2003:~~ Employees may accrue up to a maximum of 90 sick days. Any sick time accrued over 90 days will be forfeited. Note: Employees, who are promoted and are eligible to be members of the bargaining unit, shall secure the same sick leave accrual rate benefit held at the time of such promotion.

### **Retirement Cash Value:**

- A. ~~For employees hired prior to May 12, 2003:~~ The cash value of accrued and unused sick leave in the amount of one hundred, twenty (120) days shall be paid each employee eligible therefor at the time of retirement from the department with at least twenty (20) years' service with the Department or within the New Hampshire Retirement System as required by Statute. Any sick time accrued over 120 days will be forfeited.
- B. ~~For employees hired after May 12, 2003:~~ The cash value of accrued and unused sick leave in the amount of ninety one hundred, twenty (90~~120~~) days shall be paid each employee eligible therefor at the time of retirement from the department with at least twenty (20) years' service with the Department or within the New Hampshire Retirement System as required by Statute. Any sick time accrued over 120 days will be forfeited. Note: ~~Employees, who are promoted and are eligible to be members of the bargaining unit, shall secure the same sick leave retirement cash value benefit held at the time of such promotion.~~

### **Notification of Sick Leave:**

Employees shall be responsible to notify the department in a timely manner prior to scheduled duty time of the intention to take sick leave.

### **Leaving During Tour of Duty:**

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

### **Verification of Over 3 Days Sick Leave:**

Verification of illness by a licensed physician or health practitioner shall be required for any employee taking more than three (3) days sick leave at any one time.

**Statement of Absence:**

At the discretion of the Chief or ~~his~~ designee, an employee taking fewer than three (3) days sick leave may be required to submit NPD Form #700, "Statement of Absence" to ~~his~~ their Bureau Head within two (2) days of returning to work after an absence.

**Abuse of Sick Leave:**

Abuse of sick leave shall result in the forfeiture of ten (10) accrued sick leave days and repeated abuse may result in termination. The employee shall forfeit all accrued sick leave days and any additional sick leave days to which ~~he/she~~ they may be entitled to equal a total forfeiture of ten (10) sick days.

**Loss of Accrued Sick Leave:**

Accrued sick leave will, except in the case of death, be lost upon termination of employment if for any reason other than retirement or having voluntarily terminated employment with the Nashua Police Department and completed 20 years in the New Hampshire Retirement System.

**Death Benefit To Estate:**

- A. ~~For employees hired prior to May 12, 2003:~~ Upon the death of an employee, a cash payment equivalent to the employee's accrued sick leave (not to exceed 120 days) shall be paid to the employee's estate.
- B. ~~For employees hired after May 12, 2003: Upon the death of an employee, a cash payment equivalent to the employee's accrued sick leave (not to exceed 90 days) shall be paid to the employee's estate. Note: Employees, who are promoted and are eligible to be members of the bargaining unit, shall secure the same sick leave death benefit held at the time of such promotion.~~

**Sick Leave Bank:**

- A. All sworn supervisors may maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave credits.
- B. The rules and procedures of the sick leave bank shall be established to a Sick Leave Bank Committee appointed by the Association.
- C. A copy of all rules and procedures under which the sick leave bank operates must be provided to the Chief by the Association.
- D. The Sick Leave Bank Article or the procedures and standards established by the Sick Leave Bank Committee shall not be subject to the grievance procedure.

**ARTICLE 19: BEREAVEMENT LEAVE**

**Definition of Bereavement Leave:**

"Bereavement Leave" means a leave of absence granted to an employee upon the occurrence of a death in the employee's immediate family.

**Commencement of Bereavement Leave:**

Such leave shall normally commence upon the day following the death of the immediate family member and shall consist of three (3) consecutive calendar days with pay. In the event of the death of an employee's parent, spouse or child, bereavement leave shall consist of four (4) consecutive calendar days with pay. 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 may allow a delay in the commencement of the consecutive bereavement leave days.

**Definition of Immediate Family:**

For purposes of this provision, "Immediate Family" shall be defined as follows:

Wife	Husband	Father
Mother	Step-Father	Step-Mother
Sister	Grandmother	Grandfather
Son	Daughter	Step-Son
Step-Daughter	Brother	Father-in-Law
Mother-in-Law	Brother-in-Law	Sister-in-Law
Step-Brother	Step-Sister	

Any Blood Relative or Legal Ward of the employee, residing in the same household as the employee.

**Domestic Partner:**

- A. 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.
- B. For purposes of this Article, "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.
- C. Disputes concerning the qualification of a "domestic partner" shall be subject to the Grievance Procedure through **STEP 2** (Deputy Chief ~~Chief of Operations'~~ Level~~level~~) and **STEP 3** (Chief's level), at which point the decision shall be final and binding upon the parties.

**ARTICLE 20: EMERGENCY LEAVE**

Upon the prior approval, and at the sole discretion of the Chief or ~~his~~ \_designee, an employee may be granted emergency leave.

If granted, such leave shall be charged first against the employee's accrued sick leave and thereafter against the employee's accrued vacation time.

Requests for extensions of emergency leave shall be made in writing and may be granted at the sole discretion of the Chief or ~~his~~ \_designee.

## ARTICLE 20A: MILITARY LEAVE OF ABSENCE

An employee who voluntarily or involuntarily enters into the Armed Forces is entitled to a leave of absence for the anticipated length of enlistment. The employee upon discharge is entitled to reinstatement to his or her previous position or a position of like status. Employees called to serve in the National Guard or Armed Forces Reserve are entitled ~~to~~ seventeen (17) consecutive days of paid leave of absence per Federal fiscal year (October 1<sup>st</sup> through September 30<sup>th</sup>). The employee will be required to submit verification of leave orders as evidence of the amount of pay received. A decision was made to treat all reservists equally, and any reservist called into active duty will be eligible for the following benefits:

- A. **Compensation Guidelines:** The City will pay the difference of whatever military compensation is paid to each reservist, provided it does not exceed 100% of one's monthly employment compensation, during all succeeding months up to five years that the employee may be on active duty. This includes weekend training, annual training, and active duty. Compensation will be made on a weekly basis.
- B. **Health & Dental Insurance Premiums:** The City and the employee will continue to pay their respective share of health and dental insurance premiums associated with their respective plans up to five years, if employee chooses.
- C. **Seniority Rights:** The employee will maintain seniority rights up to a maximum of five years.
- D. **NH Retirement System:**
  - 1. If a member leaves NHRS- covered employment to enter directly into the United States Armed Forces and returns to NHRS- covered employment within one year following termination of active military duty, a member may receive credit for up to three years at no cost.
  - 2. The City and the employee will continue to pay their respective share to the employee's retirement plan if necessary.
- E. **Accrual of Vacation Leave:** The employee will continue to accumulate all vacation and sick time on a monthly basis as set forth by the CBA.

F. **Reporting Back to Work/Discharges:** Employees will be required to report back to work in accordance with USERRA: Section 4312 (e). Anyone discharged under the provisions of USERRA: Section 4304 will be disqualified from receiving all the above stated benefits.

G. **Re-Employment Benefits:** Employees will be entitled to re-employment benefits in accordance with the provisions of USERRA: Section 4312 and 4313

## **ARTICLE 21: PERSONAL DAYS**

A "Personal Day" is a day for which an employee is excused from active duty for personal reasons. An employee may take a maximum of seven (7) personal days per calendar year provided that:

- A. Prior approval is obtained from the Chief of Police or ~~his~~\_designee (potential workloads, manpower requirements, or any possibility of an emergency situation are considerations before initial approval of any usages of personal days); and
- B. A written request has been submitted to the Chief or ~~his~~\_designee, no more than fifteen (15) or less than five (5) days prior to the date of such personal day. These time limits may be waived at the discretion of the Chief or ~~his~~\_designee.

### **Personal Day Policies:**

- A. Any change or cancellation of an approved personal day, must be applied for in writing.
- B. Approved personal days are subject to cancellation by the Chief or ~~his~~\_designee to accommodate the needs of the department.
- C. Personal days taken shall be deducted from the employee's accrued sick leave. If the employee has no sick leave, ~~he~~they shall not be eligible for a personal day.
- D. Personal days may be taken consecutively pending approval by the Chief of Police or designee.
- E. Personal days are not accruable, nor shall they transferable to another calendar year.

## **ARTICLE 22: EXCHANGE OF WORKDAYS**

Upon the prior approval and at the sole discretion of the Chief or ~~his~~\_designee, employees may exchange workdays if both employees involved agree.

Requests for exchanges of workdays shall be signed by both employees and submitted to the Chief or ~~his~~\_designee at least two (2) days in advance. This time limit may be waived at the discretion of the Chief or ~~his~~\_designee.

All such exchanges shall be limited to employees of equal rank.

**ARTICLE 23: SHIFT EXCHANGES**

For the purposes of this Article, the term "shift" means an eight (8) hour tour of duty for more than one workday.

Upon prior approval and at the sole discretion of the Chief or ~~his~~ designee, employees may exchange shifts, provided that both employees involved submit a signed written request no less than two (2) weeks prior to the date the exchange is to be effective; although, this time limit may be waived at the discretion of the Chief or designee.

All such exchanges shall be limited to employees of equal rank.

**ARTICLE 24: OVERTIME**

An employee shall be paid one and one-half times ~~his~~their regular pay for all hours worked in excess of eight (8) hours during ~~his~~their regularly scheduled tour of duty.

**TIME WORKED:**

The following types of leave are all considered **time worked** for the purpose of calculating overtime.

Admin Leave w/Pay	Bereavement	Day Owed	Holiday
Jury Duty	Military Leave	Personal Day from Sick	Personal Day NOT from Sick
Personal Time	Regular Duty	Sick – Excused	Sick Emergency Leave
Sick Family Member	Sick Time	Sick – Sick Bank	Special Assignment
Special Personal	Suspended	Swap off	Swap Off Self
Day	w/Pay		
Time Coming Taken	Train Off	Trainee	Training Instructor
Training Order Not	Vacation	Training Order	Vacation Emergency Leave
OT		Traveling	
WC Light Duty	WC Pending		

**Duty Callback Overtime:**

Except as provided below, if an employee is called back to duty from off duty status, ~~he~~they shall be paid a minimum of three (3) hours at time and one-half except ~~where such three (3) hours~~



~~minimum overlaps~~ when the three (3) hour minimum overlaps the employee's regularly scheduled tour of duty.

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

- A. When actual time worked is less than three (3) hours, preparation time will not be compensated.
- B. "Duty Callback overtime" does not cover court time, training, ALS hearings, other administrative hearings, or similar events.
- C. Compensation for "preparation time" does not include travel time or mileage reimbursement.

### **ARTICLE 25: COMPENSATORY TIME**

Employees shall earn compensatory time off at the rate of one and one-half (1 1/2) hours for every hour worked on overtime. A maximum of twenty-four (24) hours compensatory time may be accumulated.

A maximum of eight (8) hours may be taken at one time and shall not be taken on consecutive days, except at retirement or transfer and then only upon approval of the Bureau Commander.

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

### **ARTICLE 26: OUTSIDE DETAILS**

#### **Compensation Rate – Full-Time Employees:**

- A. ~~Employees working outside details shall be paid at the hourly rate of \$43.75 (Effective May 31, 2015). Effective January 1, 2017, the~~ The outside detail rate shall be compensated at the rate of time and one half of the hourly rate of a Second Year Special Officer.
- B. A \$3.00 per hour premium shall be paid in addition, for all outside details where alcoholic beverages are served.
- C. Once an employee is assigned and accepts an outside detail, ~~he~~ they shall fill that detail or notify the Desk Sergeant on duty at least two (2) hours prior to the start of the detail of ~~his~~ their inability to perform that duty. The time limit may be waived at the discretion of the Chief or ~~his~~ designee.
- D. All outside details shall be compensated for at a minimum of four (4) hours at the above rates.
- E. Special police services requiring the service of three (3) or more special officers may require that an additional officer be assigned to supervise the detail. The decision to

assign an additional officer to supervise the detail and the selection of the officer shall rest in the sole discretion of the Chief or ~~his~~ designee. In the event such officer is so assigned, that officer shall receive an additional \$2.00 per hour compensation.

- F. Any contractor who books a detail from the Nashua Police Department shall have up to one hour before the scheduled start time of that detail to cancel. The contractor will be responsible for paying a four hour minimum to the detail officer if the job is not cancelled prior to one hour of the scheduled start time. [For the remainder of the cancelation policies for outside details see SOP 52.](#)
- G. A pension differential shall be paid to qualifying members for work at an outside detail, whose date of hire recognized by the New Hampshire Retirement System is on or after 7/1/2011. This differential is calculated as the amount of the outside detail paid multiplied by the current Employer Contribution Pension Rate. The pension differential does not apply to members whose outside detail pay earnings are considered as earnable compensation for retirement. The pension differential will be charged to the outside detail customer along with any other compensation paid as a result of the outside detail.

For example: \$175.00 paid for four (4) hours of outside detail work performed at the rate of \$43.75 per hour, for a member hired on July 15, 2011, would receive a differential calculated at the hourly rate of the current Employer Contribution Pension Rate times the number of hours worked. Example: Current Rates: (\$43.75 x 25.3%) (times 4 hours).

## **ARTICLE 26A: MANDATORY DETAILS**

[All mandatory details will continue to be filled by the Patrol Lieutenant for their respective shift.](#)

[Mandatory events include and are not limited to: Holiday Stroll, Polling stations during city elections, politician visits, marathon races, etc. This will include any future events that will require a police detail paid at a MPO II department overtime rate, which officers are subject to being ordered to work. The following mandatory events shall NOT be included for this guideline and filled in the same manner as they have always been filled: Fourth of July fireworks, Veteran's Day Parade and Memorial Day Parade. Supervisors will still have the option to fill open spots for these three events once the Patrolman's list is exhausted.](#)

[Officers from the rank of MPO II and below will be notified first of the detail and have an opportunity to volunteer to work the event, at MPO II department overtime rate.](#)

[If possible and if time permits, a minimum of five days will be provided for Officers \(MPO II and below\) to respond to the email sent from the Lieutenant and volunteer for the event. It is understood that certain events \(such as Presidential campaign visits\) may be requested at short notice at which time the five day period would be waived.](#)

[All mandatory details will be filled using the current detail criteria used by Extra Duty Solutions. If the shift Lieutenant receives volunteers for a Mandatory Detail, they will run a report through](#)

Telestaff for all detail hours worked of the volunteers. The mandatory details will be filled with the volunteers based upon lowest hours worked first, (there will be no preference given to day on or day off employees or bureaus) until all vacancies are filled or the volunteer list is exhausted.

- Depending upon the date of the detail, the hourly report will be run from:
  - January 1 to March 31
  - > April 1 to June 30
  - > July 1 to September 30
  - > October 1 to December 31

Once the period of time passes for volunteers from Officers, those available spots will now become available for any supervisor to fill at a rate of department overtime of a MPO II.

It is also understood that Supervisors volunteering for available positions will be assigned to cover those specific positions and not "bump" officers from assigned positions they already volunteered for.

Any remaining spots open after being offered to Supervisors will be filled by officers being ordered to work based on seniority (as we already have in place now for 4<sup>th</sup> of July Fireworks, parades, etc.).

If any mandatory details become available that only require a small number of Officers (for example 4 officers for Gate City Beerfest) we will still fill the detail in the same manner as above with a volunteer basis, in order to remain consistent in the way these details are filled.

These procedures can be suspended or altered by the Chief or Deputy Chiefs of Police if it is in the best interest of the Department.

## **ARTICLE 27: COURT TIME**

For all job-related court appearances or depositions which an employee is required to attend, the employee shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) times his their regular rate of pay, regardless of whether it overlaps with the tour of duty or not. ~~provided that if the three (3) hour minimum overlaps with his regular tour of duty, overtime shall be paid only for those hours in court or at the deposition (including necessary travel time) in excess of his regularly scheduled tour of duty.~~ The employee shall also receive the AAA established mileage from the police station to the place of attendance and return trip. The Department will notify an employee of the need to appear in Nashua District Court at least twenty-four (24) hours in advance. The Department shall notify an employee of the cancellation of a Nashua District Court appearance at least twenty-four (24) hours in advance. If the Department does not give twenty-four (24) hours notice of a Nashua District Court appearance or cancellation, the Department shall pay the employee one (1) hour of overtime compensation in addition to any other amounts due.

The employee shall not receive the benefit of both witness fees and overtime pay under this provision.

## ARTICLE 28: WAGES

~~Wages shall be paid in accordance with the following schedule. However, in the event subordinates (employees covered by the Patrolmen's collective bargaining agreement) receive a higher cost of living raise (or other "across the board" wage increase) than the employees covered by this Agreement, the same percentage increase shall also be extended to this Bargaining Unit, in order to match the total pay raise negotiated under the Patrolmen's collective bargaining agreement, to include retroactivity, if any. The purpose and intent of this provision is to maintain sufficient wage differentials (between the ranks of Master Patrolmen (I & II) and Sergeant, and between the ranks of Sergeant and Lieutenant) and to provide incentive for promotion and to recognize more complex, levels of responsibility.~~

~~A. Fiscal Year 2020 July 1, 2019 to June 30, 2020:~~

~~1. Effective July 1, 2019, employees shall receive a 3% cost of living increase (Lieutenant: \$104,788.13; Sergeant: \$95,825.80)~~

~~B. Fiscal Year 2021 July 1, 2020 to June 30, 2021:~~

~~1. Effective July 1, 2020, Lieutenants shall receive a 3% cost of living increase and Sergeants shall receive a 2.75% cost of living increase (Lieutenant: \$107,931.77; Sergeant: \$98,461.01).~~

~~C. Fiscal Year 2022 July 1, 2021 to June 30, 2022:~~

~~1. Effective July 1, 2021, employees shall receive a 3% cost of living increase (Lieutenant: \$111,169.72; Sergeant: \$101,414.84)~~

~~D. Fiscal Year 2023 July 1, 2022 to June 30, 2023:~~

~~1. Effective July 1, 2022, Lieutenants shall receive a 3% cost of living Increase and Sergeants shall receive a 2.75 % cost of living increase (Lieutenant: \$114,504.81; Sergeant: \$104,203.75)~~

~~Effective July 1, 2015,~~ Sergeants with a minimum of twelve (12) years of service at the Nashua Police Department and three (3) years of service as a Sergeant at the Nashua Police Department will receive a 1.5% wage increase to base salary effective on the anniversary date upon which the employee attains twelve (12) years of service at the Nashua Police Department and three (3) years of service as a Sergeant at the Nashua Police Department ~~or effective July 1, 2015 in the event that the employee had already attained that rank and years of service.~~ Lieutenants with twelve (12) years of service at the Nashua Police Department and two (2) years as a Lieutenant

at the Nashua Police Department will receive a 1.5% wage increase to base salary effective the anniversary date upon which the employee attains twelve (12) years of service at the Nashua Police Department and two (2) years of service as a Lieutenant at the Nashua Police Department. ~~or effective July 1, 2015 in the event that the employee had already attained that rank and years of service.~~

<u>Fiscal Year</u>	<u>Lieutenants</u>	<u>Sergeants</u>
<u>FY2024: Effective July 1, 2023-June 30, 2024</u>	<u>4.0%</u>	<u>4.0%</u>
<u>FY2025: Effective July 1, 2024-June 30, 2025</u>	<u>4.0%</u>	<u>4.0%</u>
<u>FY2026: Effective July 1, 2025-June 30, 2026</u>	<u>3.5%</u>	<u>3.0%</u>
<u>FY2027: Effective July 1, 2026-June 30, 2027</u>	<u>3.0%</u>	<u>3.0%</u>

**Specialty Pay**

Sergeants or Lieutenants, who are multilingual and can provide proof of certifications from a recognized organization/institution, shall receive a 1.0% differential pay of their current base pay. The organization/institution providing the certification will need prior approval from the Chief of Police or ~~his/her~~ designee. Sergeants or Lieutenants wishing to be certified will pay for the certification up front and upon successful completion, will be reimbursed by the Nashua Police Department for the aforementioned cost.

**ARTICLE 29: BULLETIN BOARD**

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

Any other material or information must first be approved by the Commission. The Association will promptly remove, upon the Commission's written request, material which is offensive or detrimental to the Association Commission relationship. The Association will periodically or upon the Commission's request review all posted material and remove that which is no longer pertinent.

**ARTICLE 30: PARTIAL INVALIDITY AND SEPARABILITY**

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

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

### **ARTICLE 31: WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter referred to or covered in this Agreement. Further, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

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

### **ARTICLE 32: COLLECTIVE BARGAINING MEETINGS AND CONTRACT**

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

The Commission agrees to make arrangements for, and assume the costs of, printing this Agreement. The Association agrees to make and provide a copy of the Agreement to each bargaining unit employee.

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

**ARTICLE 33: TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from midnight, July 1, ~~2019~~2023 until midnight, June 30, ~~2023~~2027.

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

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

This Agreement is dated \_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~2023.

NASHUA POLICE COMMISSION

NASHUA POLICE SUPERVISORS  
ASSOCIATION

\_\_\_\_\_  
James Tollner, Commissioner

\_\_\_\_\_  
~~William Dillon~~John Cinelli, President

| \_\_\_\_\_  
Nicholas Dahl, Commissioner

\_\_\_\_\_  
~~Brian Trefry~~[Brian Moores](#), Vice President

| \_\_\_\_\_  
Matthew Plante, Commissioner

\_\_\_\_\_  
~~Chad MacGregor~~[Andrew Roy](#), Secretary

| \_\_\_\_\_

\_\_\_\_\_  
~~Robert Page~~[Robert Goodwin](#), Treasurer



**APPENDIX A**  
**DUE DEDUCTION CARD FACSIMILE**

**AUTHORIZATION FOR CHECK-OFF OF DUES**

*I hereby direct the Comptroller of the City of Nashua, New Hampshire, to deduct uniformly assessed Association dues from my weekly earnings. The Comptroller is directed to remit such deductions to the designated officer of the Nashua Police Supervisors Association.*

*I understand that this authorization for check-off of dues will remain in effect as long as I remain in the bargaining unit, unless revoked by my giving written notice to the City Comptroller.*

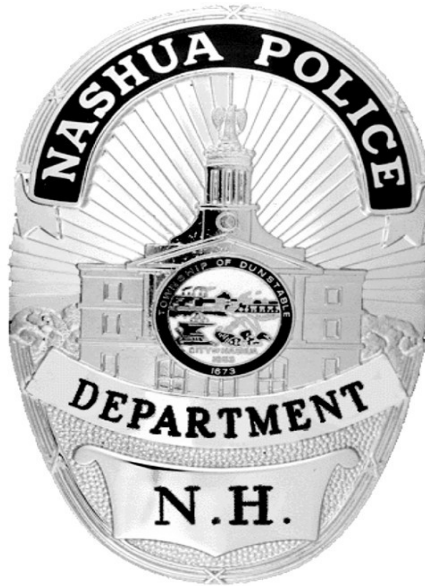
*I further understand that if such notification is given, dues may continue to be deducted for a period of thirty (30) days thereafter.*

*I authorize the amount of \$\_\_\_\_\_ per week be deducted from my payroll check.*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Social Security Number*



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**NASHUA POLICE COMMISSION**

**AND**

**THE NASHUA POLICE SUPERVISORS  
ASSOCIATION  
NEPBA LOCAL 25**

**FY2024 – FY2027**

**July 1, 2023 – June 30, 2027**

**Table of Contents**

**ARTICLE 1: PURPOSE**..... 1

**ARTICLE 2: RECOGNITION**..... 1

**ARTICLE 3: DEFINITIONS**..... 1

**ARTICLE 4: MANAGEMENT RIGHTS**..... 2

**ARTICLE 5: ASSOCIATION MEMBERSHIP, DEDUCTION OF DUES, & FAIR SHARE**..... 3

**ARTICLE 6: EMPLOYEE RIGHTS**..... 4

**ARTICLE 7: STRIKES, STOPPAGES, AND LOCKOUTS**..... 6

**ARTICLE 8A: SHOP STEWARD/INVESTIGATION OF ISSUES**..... 6

**ARTICLE 8B: GRIEVANCE PROCEDURE**..... 7

**ARTICLE 9: SENIORITY**..... 9

**ARTICLE 10: VACATION**..... 9

**ARTICLE 11: LONGEVITY**..... 11

**ARTICLE 12: HOLIDAYS**..... 11

**ARTICLE 13: CLOTHING ALLOWANCE**..... 12

**ARTICLE 14: MEDICAL & DENTAL INSURANCES AND**..... 12

**LONG TERM DISABILITY PLAN**..... 12

**MEDICAL INSURANCE**..... 12

**DENTAL INSURANCE:**..... 14

**LONG-TERM DISABILITY:**..... 14

**ARTICLE 14A: WELLNESS REIMBURSEMENT ALLOWANCE**..... 14

**ARTICLE 14B: WELLNESS INCENTIVE**..... 15

**ARTICLE 15: LIFE INSURANCE**..... 16

**ARTICLE 16: EDUCATIONAL BENEFITS**..... 16

**ARTICLE 17: WORK SCHEDULE**..... 17

**ARTICLE 18: SICK LEAVE**..... 17

**ARTICLE 19: BEREAVEMENT LEAVE**..... 18

**ARTICLE 20: EMERGENCY LEAVE**..... 19

**ARTICLE 21: PERSONAL DAYS**..... 20

**ARTICLE 22: EXCHANGE OF WORKDAYS**..... 21

**ARTICLE 23: SHIFT EXCHANGES**..... 21

**ARTICLE 24: OVERTIME**..... 21

**ARTICLE 25: COMPENSATORY TIME**..... 22

**ARTICLE 26: OUTSIDE DETAILS** ..... 23  
**ARTICLE 26A: MANDATORY DETAILS** ..... 23  
**ARTICLE 27: COURT TIME** ..... 24  
**ARTICLE 28: WAGES** ..... 25  
**ARTICLE 29: BULLETIN BOARD** ..... 25  
**ARTICLE 30: PARTIAL INVALIDITY AND SEPARABILITY** ..... 25  
**ARTICLE 31: WAIVER** ..... 26  
**ARTICLE 32: COLLECTIVE BARGAINING MEETINGS AND CONTRACT** ..... 26  
**ARTICLE 33: TERM OF AGREEMENT** ..... 26

## **PREAMBLE**

Pursuant to New Hampshire Revised Statutes Annotated, RSA 273-A, and other applicable laws and ordinances, this Agreement is entered into between the Nashua Board of Police Commissioners, hereinafter referred to as the "Commission" and the Nashua Police Supervisors Association, hereinafter referred to as the "Association."

In applying this Agreement, the use of the masculine shall be construed to include the feminine. The use of the singular shall be construed to include the plural.

## **ARTICLE 1: PURPOSE**

It is the purpose of this Agreement to promote and maintain harmony, cooperation, and understanding between the Commission and the Association In fulfilling their mutual and respective obligations to each other and to the citizens of the City of Nashua.

It is further the purpose of this Agreement to provide orderly collective bargaining relations between the Commission and the Association and to secure prompt and fair disposition of grievances in order to assure the efficient operation of the Nashua Police Department and uninterrupted service to the citizens of Nashua.

## **ARTICLE 2: RECOGNITION**

Pursuant to the modification of a certification issued by the NH Public Employee Labor Relations Board, the Commission recognizes the Nashua Police Supervisor Association, NEPBA, Local #25, having been designated and selected by a majority of the employees in the unit described as Sergeants and Lieutenants for the purposes of collective negotiations and the settlement of grievances.

## **ARTICLE 3: DEFINITIONS**

- A. BOARD OF POLICE COMMISSIONERS: Police Commissioners appointed in accordance with Chapter 1, Section A-101, of the Nashua Revised ordinances.
- B. ASSOCIATION: Nashua Police Supervisors Association.
- C. CHIEF: Chief of Police of the Nashua, New Hampshire, Police Department.
- D. CITY: The City of Nashua, New Hampshire.
- E. COMMISSION: The Board of Police Commissioners.
- F. DEPARTMENT: The Nashua, New Hampshire, Police Department and its administrative staff.
- G. EMPLOYEE: Supervisory Officers of the Nashua Police Department who have attained the rank of Lieutenant and Sergeant.

- H. GRIEVANCE: A written complaint signed by one or more employees or the Association, or the Commission, which alleges a violation, misinterpretation or misapplication of any grievable provision of this Agreement.
- I. GRIEVANT: The person or party filing and signing the grievance.
- J. MANAGEMENT/STAFF MEMBERS: The Commission, the Chief, the Deputy Chief of Operations, the Deputy Chief of Uniform Operations, and Bureau Commanders.
- K. RESPONDING AUTHORITY: The person or party to whom the grievance is presented.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- A. The Commission, and its designees, shall retain all such rights, powers, and authority vested in it by virtue of the statutes of the State of New Hampshire including the following:
  - 1. To control the management and administration of the department.
  - 2. To hire, promote, transfer, assign, retain, and direct employees within the department.
  - 3. To suspend, demote, discharge, and take other disciplinary actions against employees for just cause.
  - 4. To issue, modify, and enforce Rules and Regulations which do not violate the terms of RSA 273-A:4 I (i).
  - 5. To determine the methods, means, and personnel by which department operations are to be conducted.
  - 6. To determine the content of Job Classifications.
  - 7. To exercise complete control and discretion over its organization and the technology of performing its work.
  - 8. To determine the standards of selection for employment and the standards of service to be offered by the department.
  - 9. To exercise managerial policy as set forth in RSA 273-A:l, XI.
- B. The foregoing are set out for purposes of illustration and not limitation; and, the Commission further retains all such rights, powers, and authority not otherwise specifically relinquished, restricted, or modified by the terms of this Agreement, whether exercised or not.
- C. The foregoing rights, responsibilities, and prerogatives delegated to the Commission by statute shall not be subject to the grievance procedure hereunder.

## **ARTICLE 5: ASSOCIATION MEMBERSHIP, DEDUCTION OF DUES, & FAIR SHARE**

### **Open Shop:**

No employee shall be required to join or maintain membership in the Association as a condition of acquiring or continuing employment.

### **Non-Member/Fair Share:**

Any employee who seeks representation for an incident, which occurred while he was not a member of the Association, shall pay for any and all costs associated with the representation, including reasonable legal fees as determined by the Union.

### **Dues Deduction:**

- A. An employee who is, or who may become, a member of the Association may execute a form (to be approved by the Commission) authorizing that a portion of his salary representing monthly dues, be withheld and forwarded to the Treasurer of the Association.
- B. Upon receiving a properly executed Authorization and Assignment Form from an employee covered by this Agreement, the Commission shall cause the City Comptroller to deduct from salary due, the amount authorized by the employee.
  1. The deduction of such dues shall be made pursuant to the policies and procedures of the City.
  2. The deduction shall be only in the amount certified in writing by the President or the Treasurer of the Association as representing monthly dues uniformly required as a condition of acquiring or retaining membership.
- C. An employee who executes such authorization form shall continue to have such deductions made from his salary during the term of this Agreement or until he notifies the Commission in writing, with a copy to the Association, that the Authorization and Assignment Form is being revoked and the employee thus withdraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Association.
- D. Dues deductions shall be subordinate to deductions required by law. No deductions will be made if an employee has insufficient salary in any pay period. The Commission shall not be responsible for deducting any arrearage in dues owed to the Association by a member.
- E. Deductions shall automatically terminate upon the occurrence of any of the following events:
  1. Termination of employment;
  2. Demotion or promotion out of the bargaining unit;
  3. Lay-off or reduction in force;

4. Revocation by the employee of Dues Authorization.
- F. The Association shall indemnify and save harmless the Commission, the Department, and the City from any and all suits and damages arising out of, or in connection with, such dues deductions.

### **ARTICLE 6: EMPLOYEE RIGHTS**

- A. It shall be a prohibited practice for the Commission or the Department:
1. To restrain, coerce or otherwise interfere with its employees in the exercise of the rights conferred by RSA 273-A.
  2. To dominate or to interfere in the formation or administration of the Association;
  3. To discriminate in the hiring or tenure, or the terms and conditions of employment of its employees for the purposes of encouraging or discouraging membership in the Association;
  4. To discharge or otherwise discriminate against any employee because he has filed a complaint, affidavit, or petition, or given information or testimony under RSA 273-A;
  5. To refuse to negotiate in good faith with the Association, including the failure to submit to the legislative body any cost item agreed upon in negotiations;
  6. To invoke a lockout;
  7. To fail to comply with Chapter RSA 273-A or any rule adopted under Chapter RSA 273-A;
  8. To breach this Agreement;
  9. To make any law or regulation, or to adopt any rule relative to the terms and conditions of employment that would invalidate any portion of this Agreement.
- B. It is agreed that employees have the following rights:
1. To be disciplined for just cause only;
  2. To determine if a hearing will be a public or nonpublic session in accordance with RSA 91- A:3, II (a);
  3. To be notified that a documented complaint has been received from a citizen against an employee, unless said notification would directly interfere with an on-going investigation conducted by the Nashua Police Department.



4. An employee, being interviewed where discipline could result or at a meeting/hearing concerning pending discipline, will be afforded one representative from the Collective Bargaining Unit only as it pertains to the below listed procedures under *NLRB v. Weingarten*:
  - The employee must reasonably believe that the interview will result in disciplinary action;
  - The employee must request such representation;
  - The exercise of the right to representation cannot unduly interfere with legitimate needs of the employer.
5. During an investigation conducted by the Nashua Police Department of an offense committed which could result in criminal proceedings, administrative rights may be provided to the employee. The administrative rights as outlined under *Garrity v. New Jersey* are to:
  - Advise the employee that the answers to the questions will not be used against the employee in criminal proceedings;
  - Order the employee to answer the questions under threat of disciplinary actions; and
  - Ask questions which are specifically, directly, and narrowly related to the employee's duties or the employee's fitness for duty.
6. As outlined under *Cleveland Board of Education v. Loudermill*, prior to discipline being imposed (pre-disciplinary hearing/meeting), an employee is entitled to receive:
  - A written notice of the charge(s);
  - A gist of the allegations;
  - Possible disciplinary action(s) to be taken; and
  - An opportunity to be heard.
7. For post-disciplinary hearings, an employee is entitled to receive copies, in total, of the documentation supporting the punitive disciplinary action(s).
8. Interviews and investigations conducted by the Nashua Police Department shall be concluded with no unreasonable delay. The employee shall be advised either in writing or verbally of the results of the completed, documented Nashua Police Department investigation.

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

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

The respective supervisor may request a review of stale disciplinary documentation in his/her personnel file as outlined below:

- Remedial Training/Counseling From: Purged after five (5) years with the option that it can be reviewed/purged by the Chief of Police after three (3) years.  
\*\*\* See EES below.
- Letter of Warning: Purged after five (5) years with the option that it can be reviewed/purged by the Chief of Police after three (3) years. \*\* See EES below.
- Letter of Suspension: Purged after seven (7) years with the option that it can be reviewed/purged by the Chief of Police after five (5) years. \*\* See EES below.
- \*\*EES: In such cases where said documentation pertains to having been placed on the Exculpatory Evidence Schedule (EES), the related documentation will remain in the member's personnel file. If the member is taken off the EES, the purging of the documentation will follow the respective timeframes outlined above.

#### **ARTICLE 7: STRIKES, STOPPAGES, AND LOCKOUTS**

- A. During the term of this Agreement, neither the Commission nor the Department shall lock out any employees.
- B. No employee shall, alone or in concert with any other person, engage in any strike, stoppage, or refusal in the course of employment to perform his assigned duties; or to withhold, curtail, or restrict his services or otherwise interfere with the operations of the Department or encourage others to do so.
- C. The Commission reserves the right to discipline any employee who participates in any activity which is in violation of this Article.
- D. In the event of the occurrence of any act described in Section "B" above, it shall be the responsibility of the Association, within 24 hours of a request by the Commission, to notify the Commission and employees, in writing, of its disapproval of such actions and encourage employees to cease and desist therefrom and return to work immediately.

#### **ARTICLE 8A: SHOP STEWARD/INVESTIGATION OF ISSUES**

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

A Shop Steward or Alternate Shop Steward shall investigate all situations/issues brought to his attention. Association 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 or settled amicably between the parties, the Grievance Procedure shall be followed.

It is understood that time spent by Association 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 8B: GRIEVANCE PROCEDURE**

### **Definition:**

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

### **Discussions & Settlements:**

This grievance procedure shall not limit the normal process of discussions between employees and/or the Association 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 Association, shall be considered a "grievance" and shall begin at STEP 1, unless otherwise noted below.

### **Procedures:**

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

## **SECTION A.**

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

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

**STEP 3.** Failing a settlement at **STEP 2**, the grievant may present the grievance to the Chief in writing within ten (10) calendar days after the reply in **STEP 2**.

The grievant will specify the following:

- a. The nature and facts pertaining to the grievance;
- b. The nature and extent of injury, loss, or inconvenience;
- c. The alleged violation of the Agreement;
- d. The basis for dissatisfaction with STEPS 1 and 2;
- e. The remedy that is desired;
- f. The signature of the grievant or Association.

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

**STEP 4.** Failing a settlement at **STEP 3**, the grievant may present the grievance to the Commission in writing within ten (10) calendar days after the reply in **STEP 3**. The grievant will provide the same information as in **STEP 3**. The Commission will officially receive all grievances during its regular monthly scheduled meeting. The Commission will reply in writing to the grievant within fifteen (15) working days after the grievance is presented during the commission's monthly meeting.

**STEP 5.** Failing a settlement at **STEP 4**, the grievant may present the grievance in writing to the Association within thirty (30) working days after the reply in **STEP 4**. If the Association feels that the grievance has merit and that submitting it to arbitration is in the best interest of the Department, the Association may submit the grievance to the American Arbitration Association, Public Employee Labor Relations Board, or Hillsborough County Superior Court within sixty (60) working days after receiving the grievance from the grievant.

## **SECTION A - GRIEVANCES AGAINST MANAGEMENT**

The Association 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 Association, if the grievant desires.

## **SECTION B - GRIEVANCES AGAINST THE ASSOCIATION AND/OR MEMBER**

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

The Association will reply within thirty (30) working days after the grievance is presented. Failing a settlement between the Commission or its designates and the Association, the grievance may be presented to the American Arbitration Association, Public Employee Labor Relations Board, or Hillsborough County Superior Court within sixty (60) working days after the reply.

### **SECTION C - GENERAL PROVISIONS**

- A. Each grievance will be separately processed under the Grievance Procedure.
- B. Expenses incurred under **STEP 5** will be shared equally by the Commission and the Association.
- C. No party acting 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.
- D. The parties recognize that after **STEP 3** of the grievance procedure, additional time may be required by both parties to process the grievance. Notwithstanding the provisions of **STEP 3**, the parties may agree in writing to extend any of the time limits set forth in **STEPS 4 and 5** of the grievance procedure.
  - 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 Association's failure to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.

### **ARTICLE 9: SENIORITY**

For purposes of this Agreement, seniority is defined as follows: "Established first by virtue of rank and secondly by the aggregate time served in rank. Where conflict occurs because of identical time of service or date of appointment, the member of the department with the longest aggregate time served in the next lower rank is deemed to hold seniority."

In situations requiring decision-making or the exercise of control among members of equal rank, it shall be incumbent upon the member holding seniority to take charge, unless otherwise directed by a member of higher rank.

### **ARTICLE 10: VACATION**

#### **Accrual Rates:**

Employees shall be eligible for vacation in accordance with the following schedule:

10 workdays.....	After One Year of Service
15 workdays.....	After 5 Years of Service
20 Workdays.....	After 10 Years of Service
25 Workdays.....	After 15 Years of Service
30 Workdays.....	After 20 Years of Service

**Vacations Policies:**

Vacations will be selected upon the basis of seniority as defined in this Agreement. A maximum of ten (10) vacation days may be taken at one time. A minimum of one (1) day may be taken. The number of employees allowed on vacation at one time will be determined by the Chief or designee.

- A. Vacation block weeks begin on Saturday and continue through the week, inclusive of normal days off, until five (5) vacation days are reached.
- B. A vacation block week will consist of five (5) vacation days within the block. Any time used between block weeks is considered vacation time.

**Example #1:** Saturday & Sunday are days off  
Monday, Tuesday, Wednesday & Thursday are vacation days  
Friday and Saturday are days off  
Sunday is a vacation day  
(The block week ends Sunday.)

**Example #2:** Saturday & Sunday are vacation days  
Monday and Tuesday are days off  
Wednesday, Thursday, & Friday are vacation days  
(The block week ends Friday.)

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

**Maximum Amount Taken During a Calendar Year:**

, During a calendar year, members are limited to taking their annual amount of accrued vacation leave, as specified under paragraph "Accrual Rates" above. An employee, in their final year of employment, will be entitled to use the amount of vacation time available in their current vacation balance with no cap.

**Callbacks:**

An employee will be paid time and a half regular rate of pay for callback while on a vacation block week and granted an additional day, which may be banked for future use. Should an employee be called back to work or required to attend Court while on a vacation block week, the employee shall receive time and one half regular rate of pay for such duty day and further shall be granted an additional day off for each day or fraction thereof, for which the employee was called back. The additional day off may be banked for future use.

**Unused Vacation Accruals:**

Vacation shall be taken prior to the end of the calendar year in which it is received, however, up to five (5) vacation days can be carried over into the next calendar year, but all days carried over must be taken by May 1 of that year except that a vacation block week carry over may extend beyond May 1 if begun before that date. This carry over provision shall not affect or change the provisions regarding maximal accrual amounts or loss of accrual amounts contained in this article. Vacation time accrued but not used shall, upon retirement, be paid in a lump sum to the employee. Unused vacation time will be paid in a lump sum to the employee's estate if the employee dies while employed by the Department.

**Maximum Accrual Amount:**

An employee shall be allowed to accrue a maximum of forty (40) work days of vacation. The cash value of such accrued vacation shall be paid in one lump sum (less appropriate withholding) at retirement or separation from the Department. Should an employee die while employed by the Department, earned but unused vacation shall be paid to their estate. Effective July 1, 2016, employees may elect to receive a cash value payment of up to eighty (80) hours of unused vacation time per calendar year. Such election shall be made prior to December 1<sup>st</sup> of each year and such payment shall be made in one lump sum (less appropriate withholding) during the last pay period of the calendar year. Such elections may not exceed forty (40) work days during that individual's term of employment with the Nashua Police Department and any such election will reduce that individual's maximum permitted accrual amount by an equal amount of days at time of retirement or separation from the department. A maximum of 800 hours shall be paid out during a fiscal year to all eligible members who elect to receive a cash value payment prior to retirement or separation under this provision.

**Loss of Accrual Amounts:**

Employees shall not accrue more than forty (40) work days of vacation. Any vacation time accrued in excess of forty (40) work days shall be forfeited.

**ARTICLE 11: LONGEVITY**

- A. An employee with less than ten (10) years of service in the department shall receive a lump sum longevity payment of \$300.00 the pay week following the employee's anniversary date.
- B. An employee with ten (10) years of service in the department shall receive a lump sum longevity payment of \$500.00 the pay week following the employee's anniversary date. Employees with more than 10 years of service will receive an additional \$100.00 each year thereafter.
- C. Employees eligible to receive longevity pay, who are not employed by the department on the anniversary date of any year, shall forfeit the right to all or any portion of longevity pay to which they otherwise would have been entitled.

**ARTICLE 12: HOLIDAYS**

The following days will be paid holidays for employees:

New Year's Day	Independence Day
President's Day	Labor Day
St. Patrick's Day	Columbus Day
Fast Day	Thanksgiving Day
Memorial Day	Christmas Day
Flag Day	Veterans Day

An employee shall receive a day's pay at their regular rate for the above holidays in addition to their regular pay.

In order to qualify for holiday pay, an employee who is off duty on the day of the holiday must have worked their last scheduled duty day prior to the holiday and the first scheduled duty day after the holiday, or been absent on authorized leave on either or both of these days.

**ARTICLE 13: CLOTHING ALLOWANCE**

**Annual Clothing Allowance:**

The uniform allowance for each employee shall be as follows:

Fiscal Year 2024	\$1,000
Fiscal Year 2025	\$1,100
Fiscal Year 2026	\$1,200
Fiscal Year 2027	\$1,200

**Allowable Purchases:**

At the discretion of the employee, uniform allowance may be applied toward the purchase of either uniforms or job-related civilian attire. Employees shall maintain such clothing in good condition or replace the same as required at their own cost, except as otherwise provided by Department rules and regulations. Any balance, up to \$250.00, of the uniform allowance which has not been expended by the end of the fiscal year, shall be paid to the employee.

**ARTICLE 14: MEDICAL & DENTAL INSURANCES AND  
LONG TERM DISABILITY PLAN**

**MEDICAL INSURANCE**

**Effective July 1, 2023 (FY2024):**

Except as otherwise provided in this Article 14, upon the request of an eligible member of the bargaining unit, the City shall provide the premium for an individual, two-person, or family plan of one but not more of, the following plans, if available, or a comparable plan if the following plan(s) are not available:

- a. Point-of-Service Plan;
- b. HMO Plan;
- c. High Deductible Health Plan with Health Savings Account (HDHP w/ H.S.A.)
- d. The City may make additional plans available to members with benefit levels and premium cost sharing determined by the City in its sole discretion.

**PLAN FEATURES:**

**Effective July 1, 2023 (FY2024):** The City shall contribute 70% of the premium of option “a” and 80% of the premium of option “b” and “c”. The following plans offered by the City shall have the following co-pays and deductibles:

**Option “a”: Point of Service:**

- 1) Twenty Dollars (\$20.00) per medical visit;
- 2) One Hundred Dollars (\$100.00) per emergency room visit;



- 3) Two Hundred Fifty Dollars (\$250.00) per person, Five Hundred Dollars (\$500.00) per two-person/Family Inpatient/Outpatient Facility Deductible;
- 4) Three (3) Tier Pharmacy Benefit of \$5/15/35 (\$5/30/70 mail order).

**Option “b”: HMO Plan:**

- 1 Twenty-five Dollars (\$25.00) per medical visit;
- 2 One Hundred Dollars (\$100.00) per emergency room visit ;( co-payment waived if admitted)
- 3 Fifteen Hundred Dollars (\$1500.00) per person, Three Thousand Dollars (\$3000.00) per two-person/Family Inpatient/Outpatient Facility Deductible;
- 4 Three (3) Tier Pharmacy Benefit of \$10/\$30/\$50 (\$20/\$60/\$100 mail order).

**Option “c”: High Deductible Health Plan with Health Savings Account (HDHP w/ H.S.A.):**

The deductibles for this plan will be \$2000 for an individual plan and \$4000 for a 2-person or family plan. The City will contribute \$1500 of the \$2000 for the single plan (the remaining \$500 will be the responsibility of the member) and \$3000 of the 2-person or family plan (the remaining \$1000 will be the responsibility of the member).

The City H.S.A contribution will be distributed in 2 installments, one on or about July 1 and one on or about October 1 of each year. If a member is required to pay more towards his/her deductible than the initial 50% contribution, upon presentation of suitable documentation, the City will contribute the remaining 50% prior to October 1.

Members who are permitted to join the HDHP w/HSA plan at any time other than July 1, due to a “qualifying event,” will receive 100% of the city’s portion of the deductible contribution upon the start of the coverage.

Members who retire between July 1 and October 1 will receive their July 1 City contribution. If the retired member keeps the City insurance plan they will also receive the October 1 contribution. If the member does not keep the City plan they will not be eligible for the October 1 contribution. If a member retires after October 1 they will keep the City contribution.

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

Should the City determine that it is in the best interests of the City to offer a “comparable” plan to either option “a” or “b”, it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure (Article 8B), and shall be submitted directly for arbitration no later than thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

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

**Restrictions:** Members must sign up for a minimum of one (1) year with plans “a” ,“b” or “c” and may sign-up or change to another plan during the normal group re-opening period, known as the “annual open enrollment” period, or as otherwise provided, such as following a “qualifying event.”

**Spouse Rule:** If a member and their spouse are both employed by the City, each may elect their own coverage (based on their own eligibility for benefits) or one may be enrolled as a dependent on the other's coverage, but only one may cover their dependent children. A City employee may not be a subscriber on a City health plan and a dependent on a City health plan simultaneously.

**Annual Audit:** The City of Nashua hereby agrees to conduct a yearly loss ratio analysis of all Health Insurance plans offered to members & employees and return all member/employee overpayments in the form of a Health Insurance Premium Holiday at the completion of the analysis.

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

**Eligible Members:** Eligible members of the bargaining unit shall be defined as full-time members.

### **DENTAL INSURANCE:**

The Commission shall ensure through the City of Nashua that a 2-person Dental Plan, coverage A, B, and C, is supplied at no cost to each employee covered under this Agreement, except for single employees who shall receive a 100% paid 1-person Dental Plan.

- A. 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.
- B. 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.
- C. Effective upon approval of this agreement, those employees covered by dental insurance under this article may elect to participate in the High Option Plan available through Delta Dental. The employee shall be responsible for paying the full additional premium cost for the High Option Plan.

### **LONG-TERM DISABILITY:**

Employees 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.

### **ARTICLE 14A: WELLNESS REIMBURSEMENT ALLOWANCE**

The Department shall reimburse employees up to \$350.00 to maintain membership in a bona-fide health club, fitness club or gym or for personal workout equipment, authorized by the

administration. The cost of exercise or workout equipment which is generally used for recreational or leisure purposes shall not be subject to reimbursement.

### **ARTICLE 14B: WELLNESS INCENTIVE**

In accordance with S.O.P. 87, Physical Fitness Program, all "members of the Nashua Police Department hired AFTER July, 7, 1990 are required to annually participate in the Department's physical fitness testing".

Upon being scheduled for an annual physical fitness test (PT Test), members may opt to take the Wellness Incentive PT Test as a replacement of the annual PT Test, by notifying Professional Standards. The Wellness Incentive PT Test will consist of the following Cooper Standards Physical Tests:

- -Bench Press
- -Sit-ups
- -Push-ups
- -1.5 mile run

Any member scoring at or above the 80<sup>th</sup> Percentile will receive one (1) Wellness Day off.

Any member scoring at or above the 90<sup>th</sup> Percentile will receive two (2) Wellness Days off.

A member must receive at or above the 80<sup>th</sup> or 90<sup>th</sup> percentile for each test. The scores will NOT be averaged.

A member will complete and submit a Nashua Police Department Request For Leave form through their normal chain of command, to request to use an attained Wellness Day Off as they would for any other approved day off.

Stipulations:

- An employee cannot use a "Wellness Day" for the following holidays: New Year's Eve, New Year's Day, July 4<sup>th</sup>, Thanksgiving Day, the Friday immediately following Thanksgiving Day, Christmas Eve, or Christmas Day.
- Two employees per shift, per day, may be approved for a "Wellness Day" in excess of the current 4 employees allowed on preapproved time off (Article 12, Vacations). However, a "Wellness Day" may be denied at the discretion of the Divisional Supervisor or Bureau Commander if these days cause backfill overtime.
- Once attained, the employee will have one year from the date they receive the "Wellness Day(s)" to use them. "Wellness Days" will not be carried past this one year mark.
- The percentile standards or physical test requirements may be altered at the beginning of the calendar year (January) prior to that year's PT Tests, at the discretion of the Chief of Police.
- Any changes to this Article made by the Chief of Police will not be subject to Union Approval or Collective Bargaining negotiation. Any changes to the Wellness Incentive

requirements and standards will be communicated to all sworn personnel prior to their annual PT Test.

**ARTICLE 15: LIFE INSURANCE**

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

**ARTICLE 16: EDUCATIONAL BENEFITS**

**Educational Benefits:**

The Commission shall allocate an amount of \$20,000 to spend on educational benefits (tuition reimbursement) for all department members per fiscal year. Said amount is on a first come, first serve basis. Once the \$20,000 cap is expended, the educational benefit (tuition reimbursement) is no longer available.

- A. The maximum the department will pay per class is \$900.
- B. The Commission will reimburse employees up to 50% of the tuition costs (all fees, excluding books) for courses successfully completed during the academic year under the following conditions:
  - 1. The course selected by the employee must be 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 determination of whether or not the course is job-related shall be determined solely at the discretion of the Chief.

Acceptable examples, which may be considered related, are degrees in:

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

The above is considered a partial listing only and is not limited solely to the previously stated degrees.

**Educational Incentives:**

- A. On a yearly basis, employees shall be paid on the Thursday closest to December 1, a lump sum of \$500.00 for attaining an Associate's Degree, \$1,200 for attaining a Bachelor's Degree, and \$1,500 for attaining a Master's Degree, J.D. or PhD.

1. The employees shall receive only one lump sum: (\$500.00) for an Associate's Degree no matter how many Associates Degrees the employee has, (\$1,200) for a Bachelor's Degree no matter how many Bachelor's Degrees the employee has; and, only one lump sum (\$ 1,500) for a Master's Degree, J.D. or PhD, no matter how many Masters, J.D. or PhD Degrees the employee has.

## **ARTICLE 17: WORK SCHEDULE**

The Commission shall maintain one of the work schedules as follows:

SCHEDULE A: Four (4) Days On, Two (2) Days off.

SCHEDULE B: Five (5) Days On, Two (2) Days Off.

### **Special Personal Days:**

Employees assigned and working Schedule B shall receive an additional seventeen (17) days off per calendar year, which shall be designated by the employee upon approval of the appropriate Bureau Commander.

1. Such days shall not be taken consecutively.
2. Days designated shall be submitted for approval to the Bureau Commander. Designated days may be changed only upon approval of the Bureau Commander.

## **ARTICLE 18: SICK LEAVE**

### **Accrual Rate:**

Employees may accrue unlimited sick leave hours. Sick leave shall be accrued at the rate of 10 hours per month, a total of 120 hours, in any calendar year. If sick time taken exceeds 120 hours in any calendar year and prior accrued sick leave is available, it may be used for that illness upon approval of the Chief or designee.

### **Retirement Cash Value:**

The cash value of accrued and unused sick leave in the amount of one hundred twenty (120) days shall be paid each employee eligible therefor at the time of retirement from the department with at least twenty (20) years' service with the Department or within the New Hampshire Retirement System as required by Statute. Any sick time accrued over 120 days will be forfeited.

### **Notification of Sick Leave:**

Employees shall be responsible to notify the department in a timely manner prior to scheduled duty time of the intention to take sick leave.

### **Leaving During Tour of Duty:**

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

**Verification of Over 3 Days Sick Leave:**

Verification of illness by a licensed physician or health practitioner shall be required for any employee taking more than three (3) days sick leave at any one time.

**Statement of Absence:**

At the discretion of the Chief or designee, an employee taking fewer than three (3) days sick leave may be required to submit NPD Form #700, "Statement of Absence" to their Bureau Head within two (2) days of returning to work after an absence.

**Abuse of Sick Leave:**

Abuse of sick leave shall result in the forfeiture of ten (10) accrued sick leave days and repeated abuse may result in termination. The employee shall forfeit all accrued sick leave days and any additional sick leave days to which they may be entitled to equal a total forfeiture of ten (10) sick days.

**Loss of Accrued Sick Leave:**

Accrued sick leave will, except in the case of death, be lost upon termination of employment if for any reason other than retirement or having voluntarily terminated employment with the Nashua Police Department and completed 20 years in the New Hampshire Retirement System.

**Death Benefit To Estate:**

Upon the death of an employee, a cash payment equivalent to the employee's accrued sick leave (not to exceed 120 days) shall be paid to the employee's estate.

**Sick Leave Bank:**

- A. All sworn supervisors may maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave credits.
- B. The rules and procedures of the sick leave bank shall be established to a Sick Leave Bank Committee appointed by the Association.
- C. A copy of all rules and procedures under which the sick leave bank operates must be provided to the Chief by the Association.
- D. The Sick Leave Bank Article or the procedures and standards established by the Sick Leave Bank Committee shall not be subject to the grievance procedure.

**ARTICLE 19: BEREAVEMENT LEAVE**

**Definition of Bereavement Leave:**

"Bereavement Leave" means a leave of absence granted to an employee upon the occurrence of a death in the employee's immediate family.

**Commencement of Bereavement Leave:**

Such leave shall normally commence upon the day following the death of the immediate family member and shall consist of three (3) consecutive calendar days with pay. In the event of the death of an employee's parent, spouse or child, bereavement leave shall consist of four (4)

consecutive calendar days with pay. 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 may allow a delay in the commencement of the consecutive bereavement leave days.

**Definition of Immediate Family:**

For purposes of this provision, "Immediate Family" shall be defined as follows:

Wife	Husband	Father
Mother	Step-Father	Step-Mother
Sister	Grandmother	Grandfather
Son	Daughter	Step-Son
Step-Daughter	Brother	Father-in-Law
Mother-in-Law	Brother-in-Law	Sister-in-Law
Step-Brother	Step-Sister	

Any Blood Relative or Legal Ward of the employee, residing in the same household as the employee.

**Domestic Partner:**

- A. 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.
- B. For purposes of this Article, "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.
- C. Disputes concerning the qualification of a "domestic partner" shall be subject to the Grievance Procedure through **STEP 2** (Deputy Chief level) and **STEP 3** (Chief's level), at which point the decision shall be final and binding upon the parties.

**ARTICLE 20: EMERGENCY LEAVE**

Upon the prior approval, and at the sole discretion of the Chief or designee, an employee may be granted emergency leave.

If granted, such leave shall be charged first against the employee's accrued sick leave and thereafter against the employee's accrued vacation time.

Requests for extensions of emergency leave shall be made in writing and may be granted at the sole discretion of the Chief or designee.

**ARTICLE 20: MILITARY LEAVE OF ABSENCE**

An employee who voluntarily or involuntarily enters into the Armed Forces is entitled to a leave of absence for the anticipated length of enlistment. The employee upon discharge is entitled to reinstatement to his or her previous position or a position of like status. Employees called to serve in the National Guard or Armed Forces Reserve are entitled to seventeen (17) consecutive days of paid leave of absence per Federal fiscal year (October 1<sup>st</sup> through September 30<sup>th</sup>). The employee will be required to submit verification of leave orders as evidence of the amount of pay received. A decision was made to treat all reservists equally, and any reservist called into active duty will be eligible for the following benefits:

- A. **Compensation Guidelines:** The City will pay the difference of whatever military compensation is paid to each reservist, provided it does not exceed 100% of one's monthly employment compensation, during all succeeding months up to five years that the employee may be on active duty. This includes weekend training, annual training, and active duty. Compensation will be made on a weekly basis.
- B. **Health & Dental Insurance Premiums:** The City and the employee will continue to pay their respective share of health and dental insurance premiums associated with their respective plans up to five years, if employee chooses.
- C. **Seniority Rights:** The employee will maintain seniority rights up to a maximum of five years.
- D. **NH Retirement System:**
  - 1. If a member leaves NHRS- covered employment to enter directly into the United States Armed Forces and returns to NHRS- covered employment within one year following termination of active military duty, a member may receive credit for up to three years at no cost.
  - 2. The City and the employee will continue to pay their respective share to the employee's retirement plan if necessary.
- E. **Accrual of Vacation Leave:** The employee will continue to accumulate all vacation and sick time on a monthly basis as set forth by the CBA.
- F. **Reporting Back to Work/Discharges:** Employees will be required to report back to work in accordance with USERRA: Section 4312 (e). Anyone discharged under the provisions of USERRA: Section 4304 will be disqualified from receiving all the above stated benefits.
- G. **Re-Employment Benefits:** Employees will be entitled to re-employment benefits in accordance with the provisions of USERRA: Section 4312 and 4313

## **ARTICLE 21: PERSONAL DAYS**

A "Personal Day" is a day for which an employee is excused from active duty for personal reasons. An employee may take a maximum of seven (7) personal days per calendar year provided that:



- A. Prior approval is obtained from the Chief of Police or designee (potential workloads, manpower requirements, or any possibility of an emergency situation are considerations before initial approval of any usages of personal days); and
- B. A written request has been submitted to the Chief or designee, no more than fifteen (15) or less than five (5) days prior to the date of such personal day. These time limits may be waived at the discretion of the Chief or designee.

**Personal Day Policies:**

- A. Any change or cancellation of an approved personal day, must be applied for in writing.
- B. Approved personal days are subject to cancellation by the Chief or designee to accommodate the needs of the department.
- C. Personal days taken shall be deducted from the employee's accrued sick leave. If the employee has no sick leave, they shall not be eligible for a personal day.
- D. Personal days may be taken consecutively pending approval by the Chief of Police or designee.
- E. Personal days are not accruable, nor shall they transferable to another calendar year.

**ARTICLE 22: EXCHANGE OF WORKDAYS**

Upon the prior approval and at the sole discretion of the Chief or designee, employees may exchange workdays if both employees involved agree.

Requests for exchanges of workdays shall be signed by both employees and submitted to the Chief or designee at least two (2) days in advance. This time limit may be waived at the discretion of the Chief or designee.

All such exchanges shall be limited to employees of equal rank.

**ARTICLE 23: SHIFT EXCHANGES**

For the purposes of this Article, the term "shift" means an eight (8) hour tour of duty for more than one workday.

Upon prior approval and at the sole discretion of the Chief or designee, employees may exchange shifts, provided that both employees involved submit a signed written request no less than two (2) weeks prior to the date the exchange is to be effective; although, this time limit may be waived at the discretion of the Chief or designee.

All such exchanges shall be limited to employees of equal rank.

**ARTICLE 24: OVERTIME**

An employee shall be paid one and one-half times their regular pay for all hours worked in excess of eight (8) hours during their regularly scheduled tour of duty.

**TIME WORKED:**

The following types of leave are all considered **time worked** for the purpose of calculating overtime.

Admin Leave w/Pay	Bereavement	Day Owed	Holiday
Jury Duty	Military Leave	Personal Day from Sick	Personal Day NOT from Sick
Personal Time	Regular Duty	Sick – Excused	Sick Emergency Leave
Sick Family Member	Sick Time	Sick – Sick Bank	Special Assignment
Special Personal Day	Suspended w/Pay	Swap off	Swap Off Self
Time Coming Taken	Train Off	Trainee	Training Instructor
Training Order Not OT	Vacation	Training Order Traveling	Vacation Emergency Leave
WC Light Duty	WC Pending		

**Duty Callback Overtime:**

Except as provided below, if an employee is called back to duty from off duty status, they shall be paid a minimum of three (3) hours at time and one-half except when the three (3) hour minimum overlaps the employee's regularly scheduled tour of duty.

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

- A. When actual time worked is less than three (3) hours, preparation time will not be compensated.
- B. "Duty Callback overtime" does not cover court time, training, ALS hearings, other administrative hearings, or similar events.
- C. Compensation for "preparation time" does not include travel time or mileage reimbursement.

**ARTICLE 25: COMPENSATORY TIME**

Employees shall earn compensatory time off at the rate of one and one-half (1 1/2) hours for every hour worked on overtime. A maximum of twenty-four (24) hours compensatory time may be accumulated.

A maximum of eight (8) hours may be taken at one time and shall not be taken on consecutive days, except at retirement or transfer and then only upon approval of the Bureau Commander.

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

## **ARTICLE 26: OUTSIDE DETAILS**

### **Compensation Rate – Full-Time Employees:**

- A. The outside detail rate shall be compensated at the rate of time and one half of the hourly rate of a Second Year Special Officer.
- B. A \$3.00 per hour premium shall be paid in addition, for all outside details where alcoholic beverages are served.
- C. Once an employee is assigned and accepts an outside detail, they shall fill that detail or notify the Desk Sergeant on duty at least two (2) hours prior to the start of the detail of their inability to perform that duty. The time limit may be waived at the discretion of the Chief or designee.
- D. All outside details shall be compensated for at a minimum of four (4) hours at the above rates.
- E. Special police services requiring the service of three (3) or more special officers may require that an additional officer be assigned to supervise the detail. The decision to assign an additional officer to supervise the detail and the selection of the officer shall rest in the sole discretion of the Chief or designee. In the event such officer is so assigned, that officer shall receive an additional \$2.00 per hour compensation.
- F. Any contractor who books a detail from the Nashua Police Department shall have up to one hour before the scheduled start time of that detail to cancel. The contractor will be responsible for paying a four hour minimum to the detail officer if the job is not cancelled prior to one hour of the scheduled start time. For the remainder of the cancelation policies for outside details see SOP 52.
- G. A pension differential shall be paid to qualifying members for work at an outside detail, whose date of hire recognized by the New Hampshire Retirement System is on or after 7/1/2011. This differential is calculated as the amount of the outside detail paid multiplied by the current Employer Contribution Pension Rate. The pension differential does not apply to members whose outside detail pay earnings are considered as earnable compensation for retirement. The pension differential will be charged to the outside detail customer along with any other compensation paid as a result of the outside detail.

For example: \$175.00 paid for four (4) hours of outside detail work performed at the rate of \$43.75 per hour, for a member hired on July 15, 2011, would receive a differential calculated at the hourly rate of the current Employer Contribution Pension Rate times the number of hours worked. Example: Current Rates: (\$43.75 x 25.3%) (times 4 hours).

## **ARTICLE 26A: MANDATORY DETAILS**

All mandatory details will continue to be filled by the Patrol Lieutenant for their respective shift.

Mandatory events include and are not limited to: Holiday Stroll, Polling stations during city elections, politician visits, marathon races, etc. This will include any future events that will require a police detail paid at a MPO II department overtime rate, which officers are subject to being ordered to work. The following mandatory events shall NOT be included for this guideline and filled in the same manner as they have always been filled: Fourth of July fireworks, Veteran's Day Parade and Memorial Day Parade. Supervisors will still have the option to fill open spots for these three events once the Patrolman's list is exhausted.

Officers from the rank of MPO II and below will be notified first of the detail and have an opportunity to volunteer to work the event, at MPO II department overtime rate.

If possible and if time permits, a minimum of five days will be provided for Officers (MPO II and below) to respond to the email sent from the Lieutenant and volunteer for the event. It is understood that certain events (such as Presidential campaign visits) may be requested at short notice at which time the five day period would be waived.

All mandatory details will be filled using the current detail criteria used by Extra Duty Solutions. If the shift Lieutenant receives volunteers for a Mandatory Detail, they will run a report through Telestaff for all detail hours worked of the volunteers. The mandatory details will be filled with the volunteers based upon lowest hours worked first, (there will be no preference given to day on or day off employees or bureaus) until all vacancies are filled or the volunteer list is exhausted.

- Depending upon the date of the detail, the hourly report will be run from:
  - January 1 to March 31
  - > April 1 to June 30
  - > July 1 to September 30
  - > October 1 to December 31

Once the period of time passes for volunteers from Officers, those available spots will now become available for any supervisor to fill at a rate of department overtime of a MPO II.

It is also understood that Supervisors volunteering for available positions will be assigned to cover those specific positions and not "bump" officers from assigned positions they already volunteered for.

Any remaining spots open after being offered to Supervisors will be filled by officers being ordered to work based on seniority (as we already have in place now for 4<sup>th</sup> of July Fireworks, parades, etc.).

If any mandatory details become available that only require a small number of Officers (for example 4 officers for Gate City Beerfest) we will still fill the detail in the same manner as above with a volunteer basis, in order to remain consistent in the way these details are filled.

These procedures can be suspended or altered by the Chief or Deputy Chiefs of Police if it is in the best interest of the Department.

## **ARTICLE 27: COURT TIME**

For all job-related court appearances or depositions which an employee is required to attend, the employee shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) times their regular rate of pay, regardless of whether it overlaps with the tour of duty or not. The employee shall also receive the AAA established mileage from the police station to the place of attendance and return trip. The Department will notify an employee of the need to appear in Nashua District Court at least twenty-four (24) hours in advance. The Department shall notify an employee of the cancellation of a Nashua District Court appearance at least twenty-four (24) hours in advance.

If the Department does not give twenty-four (24) hours notice of a Nashua District Court appearance or cancellation, the Department shall pay the employee one (1) hour of overtime compensation in addition to any other amounts due.

The employee shall not receive the benefit of both witness fees and overtime pay under this provision.

**ARTICLE 28: WAGES**

Sergeants with a minimum of twelve (12) years of service at the Nashua Police Department and three (3) years of service as a Sergeant at the Nashua Police Department will receive a 1.5% wage increase to base salary effective on the anniversary date upon which the employee attains twelve (12) years of service at the Nashua Police Department and three (3) years of service as a Sergeant at the Nashua Police Department . Lieutenants with twelve (12) years of service at the Nashua Police Department and two (2) years as a Lieutenant at the Nashua Police Department will receive a 1.5% wage increase to base salary effective the anniversary date upon which the employee attains twelve (12) years of service at the Nashua Police Department and two (2) years of service as a Lieutenant at the Nashua Police Department.

Wages shall be paid in accordance with the following schedule:

Fiscal Year	Lieutenants	Sergeants
FY2024 Effective 7/1/23	\$119,085 (4.0%)	\$108,372 (4.0%)
FY2025: Effective 7/1/24	\$123,849 (4.0%)	\$112,707 (4.0%)
FY2026: Effective 7/1/25	\$128,183 (3.5%)	\$116,088 (3.0%)
FY2027: Effective 7/1/26	\$132,029 (3.0%)	\$119,571 (3.0%)

**Specialty Pay**

Sergeants or Lieutenants, who are multilingual and can provide proof of certifications from a recognized organization/institution, shall receive a 1.0% differential pay of their current base pay. The organization/institution providing the certification will need prior approval from the Chief of Police or designee. Sergeants or Lieutenants wishing to be certified will pay for the certification up front and upon successful completion, will be reimbursed by the Nashua Police Department for the aforementioned cost.

**ARTICLE 29: BULLETIN BOARD**

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

Any other material or information must first be approved by the Commission. The Association will promptly remove, upon the Commission's written request, material which is offensive or detrimental to the Association Commission relationship. The Association will periodically or upon the Commission's request review all posted material and remove that which is no longer pertinent.

**ARTICLE 30: PARTIAL INVALIDITY AND SEPARABILITY**

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

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

### **ARTICLE 31: WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter referred to or covered in this Agreement. Further, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

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

### **ARTICLE 32: COLLECTIVE BARGAINING MEETINGS AND CONTRACT**

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

The Commission agrees to make arrangements for, and assume the costs of, printing this Agreement. The Association agrees to make and provide a copy of the Agreement to each bargaining unit employee.

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

### **ARTICLE 33: TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from midnight, July 1, 2023 until midnight, June 30, 2027.

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

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

This Agreement is dated \_\_\_\_\_ day of \_\_\_\_\_, 2023.

NASHUA POLICE COMMISSION

NASHUA POLICE SUPERVISORS  
ASSOCIATION

\_\_\_\_\_  
James Tollner, Commissioner

\_\_\_\_\_  
John Cinelli, President

\_\_\_\_\_  
Nicholas Dahl, Commissioner

\_\_\_\_\_  
Brian Moores, Vice President

\_\_\_\_\_  
Matthew Plante, Commissioner

\_\_\_\_\_  
Andrew Roy, Secretary

\_\_\_\_\_  
Robert Goodwin, Treasurer

**APPENDIX A**  
**DUE DEDUCTION CARD FACSIMILE**

**AUTHORIZATION FOR CHECK-OFF OF DUES**

*I hereby direct the Comptroller of the City of Nashua, New Hampshire, to deduct uniformly assessed Association dues from my weekly earnings. The Comptroller is directed to remit such deductions to the designated officer of the Nashua Police Supervisors Association.*

*I understand that this authorization for check-off of dues will remain in effect as long as I remain in the bargaining unit, unless revoked by my giving written notice to the City Comptroller.*

*I further understand that if such notification is given, dues may continue to be deducted for a period of thirty (30) days thereafter.*

*I authorize the amount of \$\_\_\_\_\_ per week be deducted from my payroll check.*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Social Security Number*