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Meeting ID: 870 7107 1871 Passcode: 761034

Join by telephone: 1-929-205-6099
Meeting ID: 870 7107 1871 Passcode: 761034

If anybody has a problem accessing the meeting or Channel 16, please call 603-821-2049 and they will help you connect.

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER
2. PRAYER OFFERED BY CITY CLERK SUSAN K. LOVERING
3. PLEDGE TO THE FLAG LED BY ALDERWOMAN-AT-LARGE SHOSHANNA KELLY
4. ROLL CALL
5. REMARKS BY THE MAYOR
6. RESPONSE TO REMARKS OF THE MAYOR
7. RECOGNITIONS
 - Nashua Area Kayak Explorations Destinations Group
8. READING OF MINUTES OF PREVIOUS MEETINGS

Board of Aldermen.....	09/22/2020
Special Board of Aldermen – Public Hearing R-20-071 & O-20-030.....	09/28/2020
Special Board of Aldermen – Public Hearing R-20-076.....	10/06/2020
9. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS
 - From: Donna Graham, Legislative Affairs Manager
Re: Communications Received from the Public
 - From: Sarah Marchant, Community Development Director
Re: Bronstein Housing Relocation Update
 - From: Julie Chizmas, Transportation and Long-Range Planner, Community Development Division
Re: Referral from Board of Aldermen: Ordinance O-20-031 – Prohibiting Dogs in Fenced-In Tot Lots
 - From: Jill Stansfield, Parking Manager
Re: Concerns Relative to O-20-032: Reducing the Fine for Overnight Parking Violations
 - From: Doria Brown, Energy Manager
Re: Nashua School Energy Performance Contract with EEI
- 9(a). PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING

9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

PETITIONS

NOMINATIONS, APPOINTMENTS AND ELECTIONS

Appointments by the Mayor

10. REPORTS OF COMMITTEE

Budget Review Committee.....	09/21/2020
Jnt. Mtg. - Budget Review Committee and Planning and Economic Development Committee	09/28/2020
Pennichuck Special Water Committee.....	09/29/2020
Committee on Infrastructure.....	09/30/2020
Personnel/Administrative Affairs Committee.....	10/05/2020
Budget Review Committee.....	10/06/2020
Finance Committee.....	10/07/2020

11. CONFIRMATION OF MAYOR'S APPOINTMENTS

Cultural Connections Committee

Eric Drouart (Reappointment) 52 Main Street, Unit 206 Nashua, NH 03064	Term to Expire: December 31, 2020
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Mohammed Mustak Arif (Reappointment) 1 Kinsley Street Nashua, NH 03060	Term to Expire: February 28, 2023
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Adelina Hernandez (Reappointment) 56 Chestnut Street Nashua, NH 03060	Term to Expire: July 30, 2023
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Jessica Gorhan (Reappointment) 97 Western Avenue Henniker, NH 03242	Term to Expire: December 31, 2023
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Master Plan Committee

Jonathan Spira-Savett (New Appointment)
39 Coburn Avenue
Nashua, NH 03063

Nashua Arts Commission

Judith Carlson (Reappointment) 5 Manchester Street Nashua, NH 03064	Term to Expire: April 1, 2023
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Paul LaFlamme (Reappointment) 28 Lutheran Drive Nashua, NH 03063	Term to Expire: April 1, 2023
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Steve Ruddock (New Appointment) 5 Town Crier Road Amherst, NH 03031	Term to Expire: July 30, 2023
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Travis Tripodi (New Appointment)
34 Lawndale Avenue
Nashua, NH 03060

Term to Expire: April 1, 2023

Tax Increment Financing Advisory Board

Angelina Spilios (New Appointment)
15 Technology Way
Nashua, NH 03062

Term to Expire: September 30, 2021

UNFINISHED BUSINESS – RESOLUTIONS

R-20-071

Endorsers: Mayor Jim Donchess
Alderman Richard A. Dowd
Alderman-at-Large Ben Clemons
Alderman-at-Large Shoshanna Kelly
Alderman Patricia Klee
Alderman Skip Cleaver
Alderman Tom Lopez
Alderman-at-Large Lori Wilshire

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF EIGHT MILLION DOLLARS (\$8,000,000) FOR TWO CONSTRUCTION PROJECTS, CONSISTING OF A PUBLICLY ACCESSIBLE GROUND LEVEL PARKING GARAGE (\$2,500,000) AND ADDITIONAL FUNDING FOR THE PROPOSED PERFORMING ARTS CENTER (\$5,500,000)

- Budget Review Committee and Planning and Economic Development Committee Recommends: Final Passage

R-20-076

Endorsers: Mayor Jim Donchess
Alderman Richard A. Dowd
Alderman-at-Large Shoshanna Kelly
Alderman Patricia Klee
Alderman Skip Cleaver
Alderman Thomas Lopez
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Linda Harriott-Gathright
Alderman-at-Large Lori Wilshire

AUTHORIZING AN ENERGY PERFORMANCE CONTRACT AND LEASE FINANCING ARRANGEMENT

- Budget Review Committee Recommends: Final Passage
- Finance Committee Recommends: Final Passage

R-20-077

Endorsers: Alderman-at-Large Shoshanna Kelly
Alderman Jan Schmidt
Alderman Skip Cleaver
Alderman-at-Large Ben Clemons
Alderman-at-Large Brandon Michael Laws
Alderman Linda Harriott-Gathright

RENAMING COLUMBUS DAY AS INDIGENOUS PEOPLE DAY IN NASHUA

- Personnel/Administrative Affairs Committee Recommends: Final Passage

UNFINISHED BUSINESS – ORDINANCES

O-20-009, AMENDED

Endorsers: Alderman-at-Large Richard A. Dowd
Alderman-at-Large Ben Clemons
Alderwoman Linda Harriott-Gathright
Alderman Patricia Klee

RELATIVE TO PUBLIC COMMENT

- Personnel/Administrative Affairs Committee Recommends: Final Passage as amended

O-20-030

Endorsers: Mayor Jim Donchess
Alderman Patricia Klee
Alderman-at-Large Michael B. O'Brien
Alderman Jan Schmidt
Alderman Richard A. Dowd
Alderman Tom Lopez
Alderman-at-Large Shoshanna Kelly
Alderman-at-Large Ben Clemons
Alderman-at-Large Lori Wilshire

ADOPTING A TAX INCREMENT FINANCING (TIF) DEVELOPMENT DISTRICT UNDER RSA 162-K AND NRO 295-11, THE "SCHOOL STREET TIF" AND A TAX INCREMENT FINANCING DEVELOPMENT PROGRAM AND FINANCING PLAN FOR THE NEW TIF

- Budget Review Committee and Planning and Economic Development Committee Recommends: Final Passage

O-20-031, Amended

Endorsers: Alderman Patricia Klee
Alderman-at-Large Ben Clemons
Alderman-at-Large Brandon Michael Laws
Alderwoman Elizabeth Lu

PROHIBITING DOGS IN FENCED-IN TOT LOTS

- Personnel/Administrative Affairs Committee Recommends: Final Passage as amended
- Animal and Dog Park Advisory Committee Recommends: Final Passage with amendments

O-20-032

Endorsers: Alderman-at-Large Brandon Laws
Alderman Thomas Lopez
Alderman Jan Schmidt
Alderman Skip Cleaver
Alderwoman-at-Large Shoshanna Kelly
Alderwoman Elizabeth Lu

REDUCING THE FINE FOR OVERNIGHT PARKING VIOLATIONS

- Personnel/Administrative Affairs Committee Recommends: Final Passage

NEW BUSINESS – RESOLUTIONS

R-20-078

Endorser: Alderman-at-Large Lori Wilshire

AUTHORIZING PENNICHUCK CORPORATION TO RENEW AND EXTEND ITS LINE OF CREDIT WITH TD BANK, N.A.

R-20-079

Endorser: Alderman-at-Large Lori Wilshire

AUTHORIZING PENNICHUCK CORPORATION AND PENNICHUCK WATER WORKS, INC. TO ISSUE BONDS AND RENEW ITS FIXED ASSET LINE OF CREDIT WITH TD BANK, N.A.

R-20-080

Endorser: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$44,016 FROM THE CENTER FOR TECH AND CIVIC LIFE (“CTCL”) INTO CITY CLERK GRANT ACTIVITY “CTCL FY20 ELECTION ADMINISTRATION”

R-20-081

Endorsers: Alderman-at-Large Lori Wilshire

Alderman Richard A. Dowd

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF POLICE COMMISSIONERS AND NASHUA POLICE COMMUNICATION EMPLOYEES N.E.P.B.A. LOCAL 125, I.U.P.A., AFL-CIO FROM JULY 1, 2019 THROUGH JUNE 30, 2023 AND AUTHORIZING A RELATED TRANSFER OF \$186,145

NEW BUSINESS – ORDINANCES

PERIOD FOR GENERAL PUBLIC COMMENT

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

ADJOURNMENT



Recognition

*Celebrating Nashua Area Kayak Exploration
Destinations*

Whereas Nashua Area Kayak Exploration Destinations is a special group that makes Nashua a great place. Founded five years ago, its 1,400 members are kayak (and some paddleboard!) enthusiasts, good stewards of our waterways and are dedicated to bringing the community together; and

Whereas Founding members Trisha Mullin and Beverly Monagle say the camaraderie, fun, exercise and chance to get outside are what they love most about being in this group. Nashua Area Kayak Exploration Destinations is focused on bringing kayakers together to set on the water and kayakers of varying ages and skill level getting to know each other. Nashua is a unique and special place for kayakers, with the Nashua River running through downtown; and

Whereas During what has been a difficult year, Nashua Area Kayak Exploration Destinations brought joy into our lives with its Halloween kayak parade and two nighttime kayak parades in the Nashua River, featuring kayaks adorned with bright, colorful lights. In previous years, the group joined in on downtown music events and helping with duck herding for the annual Rotary Duck Race and its members lent a hand in monthly cleanups of Mine Falls Park. They've also seen a rise in membership this year, as Nashuans were looking for fun outdoor activities; and

Whereas Thank you Nashua Area Kayak Exploration Destinations for lighting up our hearts this summer, for giving Nashuans something to smile about and for helping community members find a new fun pastime; and

**Now,
Therefore:** I, Jim Donchess, MAYOR OF THE CITY OF NASHUA, NEW HAMPSHIRE, do hereby recognize *Nashua Area Kayak Exploration Destinations* as a special part of the Nashua community.

Jim Donchess, Mayor
City of Nashua, New Hampshire

Board of Aldermen

City of Nashua
229 Main Street
Nashua, NH 03061-2019
(603) 589-3030



MEMORANDUM

TO: Board of Aldermen
FROM: Donna Graham, Legislative Affairs Manager
DATE: October 9, 2020
SUBJ.: Communications Received from the Public

Attached please find communications received from the public as follows:

From: Fred Teeboom
Re: Absentee Voting

From: Sue Newman
Re: Face Coverings

From: Cheryl Rounds
Re: Mask Mandate

From: Dan Steagald
Re: Mask Ordinance

From: Laurie Ortolano
Re: Adopting new abatement procedures

From: Tim Hogan
Re: Mask Ordinance

From: Marian Knight
Re: Opposition to Performing Arts Center

From: John Cawthron
Re: Mask Ordinance

From: Bob Keating
Re: Petition from Bronstein residents

From: Sharon Giglio
Re: Performing Arts Center

From: Fred Teeboom
Re: Public Hearings

From: Fred Teeboom
Re: Right to Know Position

From: Fred Teeboom
Re: Alderman Lu Participation

From: Fred Teeboom
Re: Fixing Fund Balance

From: Bob Keating
Re: Bronstein Petitions

Fred Teeboom
24 Cheyenne Drive
Nashua, NH 03063
(603) 889-2316
fredtee@comcast.net

11 September 2020

Sue Lovering, City Clerk
City of Nashua
P.O. Box 2019
Nashua NH 03061

Copy: -- Nashua Board of Aldermen
-- Bill Gardner, NH Secretary of State
-- Tiffany Lee & Cameron Lee

Subject: Problems with Absentee Voting during Primary Election 8 September 2020.

Dear City Clerk:

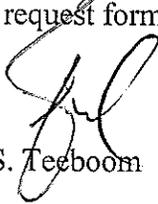
I wanted to bring the following problems with absentee voting to your attention. These problems relate to my own experience, but I presume are widespread:

1. I applied for an absentee ballot on 18 August, the ballot was mailed on 24 August and returned on 28 August (see SOS record, Exhibit #1, attached). Not counting the several days delay for USPS delivery to and from my address, **this represents a 10-day delay in processing**. I consider this excessive, for it would appear that many voters who requested a ballot less than 10 before the election would be disenfranchised.
2. In fact, my grandson Cameron Lee was disenfranchised by this very delay. He requested an absentee ballot on 29 August (see Exhibit #2, attached) but had not received the ballot before the election on 8 September. Furthermore, there is **no** SOS record of his absentee ballot request (see Exhibit #3, attached)
3. Cameron's mother called the city clerk office during the week prior to the election to ask where she could get an absentee ballot but a temp who answered said she was only a temp and had no answers. My own call to the city clerk on Monday 7 September concerning Cameron's missing absentee ballot was answered with a "leave a message" which was not returned.
4. I asked the moderator in Ward 1 on Election Day for an absentee ballot so it could be delivered to Cameron for signature and returned by his mother, but was told a ballot cannot leave the polling place. I asked the moderator to verify this with the city clerk with his cell phone (moderators are supposed to have a direct connection), but again the city clerk did not answer the phone.
5. Having voted with an absentee ballot I decided to test the absentee election's susceptibility to fraud, as widely forewarned in the media. I went to Ward 1 and requested a ballot. After showing my ID I was handed a ballot, ready to vote a second time.

6. At this time I asked for the moderator and informed him I was handed a ballot although I had already voted absentee. The moderator assured me that if I had voted my name on the voter check list would have been checked against the absentee envelope and the absentee ballot would have been discarded.

7. At best, this clerical process adds extra work to the absentee ballot counting process; at worst a double vote would not be caught. In my opinion, the election clerk was not properly trained and should not have handed me a ballot (when I asked, she did not know why my name on the voter checklist was highlighted with yellow highlighter).

I point this out in some detail in the expectation the absentee ballot process will improve, to avoid both disenfranchising voters and to eliminate voter fraud. From my personal experience this primary election, unless corrected I see gross problems with the absentee ballot process where many voters now are able to vote absentee merely by marking COVID-19 on the absentee ballot request form.



Fred S. Teeboom

Encl: Exhibit #1 Secretary of State (SOS) Absentee Ballot Record for Fred S. Teeboom.
Exhibit#2 Application for Absentee Ballot for Cameron D. Lee.
Exhibit #3 Secretary of State (SOS) Absentee Ballot Record for Cameron D. Lee.

Exhibit #1

Fred & Janice Teeboom Absentee Ballot Record

Absentee Ballot Search Results							
Voter ID	First Name	Last Name	Date of Birth	Party	Town or City		
154536516	Fred	Teeboom	8/12/1938	Republican	Nashua		
Election Date	Election Name	Ballot Requested	Ballot Mailed	Envelope Returned	Rejected Reasons	Undeliverable Reasons	Sample Ballots
** 03/2020	STATE GENERAL ELECTION	06/18/2020	NA	NA	N/A	N/A	TEXT FORMAT BELOW
09/06/2020	STATE PRIMARY ELECTION	06/18/2020	06/24/2020	09/28/2020	N/A	N/A	Democratic Republican TEXT FORMAT BELOW Democratic Republican

State of New Hampshire Voter Information Look-up Absentee Ballot - Party - Polling Place							
Home	Absentee Ballot Search	Party Registration	Polling Place (Request and Sample Ballots)	Clerk Information Search	State List - Clerks & Polling Places		
Absentee Ballot Search Results							
Voter ID	First Name	Last Name	Date of Birth	Party	Town or City		
*64038519	Janice	Teeboom	5/8/1936	Undeclared	Nashua		
Election Date	Election Name	Ballot Requested	Ballot Mailed	Envelope Returned	Rejected Reasons	Undeliverable Reasons	Sample Ballots
** 03/2020	STATE GENERAL ELECTION	06/18/2020	NA	NA	N/A	N/A	TEXT FORMAT BELOW
09/08/2020	STATE PRIMARY ELECTION	06/18/2020	06/24/2020	09/28/2020	N/A	N/A	Democratic Republican TEXT FORMAT BELOW Democratic Republican

Exhibit #2

Cameron Lee Absentee Ballot Request

STATE OF NEW HAMPSHIRE - Application for State Election Absentee Ballot

I hereby declare that (check one):

1 I am a duly qualified voter who is currently registered to vote in this town/ward.
 I am absent from the town/city where I am domiciled and will be until after the next election, or I am unable to register in person due to a disability or concern for the novel coronavirus (COVID-19), and request that the forms necessary for absentee voter registration be sent to me with the absentee ballot.

I will be entitled to vote by absentee ballot because (check one):

2 I plan to be absent on the day of the election from the city, town, or unincorporated place where I am domiciled.
 I cannot appear in public on election day because of observance of a religious commitment.
 I am unable to vote in person due to a disability.
 I am unable to vote in person due to concern for the novel coronavirus (COVID-19).
 I cannot appear at any time during polling hours at my polling place because of an employment obligation. For the purposes of this application, the term "employment" shall include the care of children and infirm adults, with or without compensation.

Any person who votes or attempts to vote using an absentee ballot who is not entitled to vote by absentee ballot shall be guilty of a misdemeanor. RSA 657:24

3 *I am requesting an official absentee ballot for the following election:* State General Election to be held on November 3, 2020

Applicant's Name (Please Print):
 Last Name: Lee First Name: Cameron Middle Name: David (Suffix: Jr., Sr., II, III)

Applicant's Voting Domicile (home address):
 Street Number: 9 Street Name: Knowlton Rd Apt/Unit: City/Town: Nashua, NH Ward: 1 ZIP Code: 03063

Mail the Ballot to Me at This Address (if different than the home address):
 Street/PO Box #: Street Name: Apt/Unit: City/Town: Ward: ZIP Code:

4 **Applicant's Phone Number:** 603-930-3679 **Applicant's Email Address:** camd.lee.42@gmail.com
 Cell phone or number where you can be contacted prior to and on Election Day preferred. Email address

Applicant's Signature
 The applicant must sign this form to receive and absentee ballot. *I attest that I assisted the applicant in executing this form because he or she has a disability.*

Signature: Cameron Lee Date Signed: 8/25/2020 Print Name: _____

Exhibit #3

Cameron Lee Absentee Ballot Record

State of New Hampshire
 Voter Information Lookup
 Absentee Ballot Party - Polling Place

Absentee Ballot Search Party Registration Polling Place Search and Sample Ballots Clerk Information Search State Off. Clerks & Polling Places

Absentee Ballot Search Results

Voter ID	First Name	Last Name	Date of Birth	Party	Town or City
110598252	Cameron	Lee	8/3/2002	Democrat	Nashua

We cannot locate absentee ballot information for this voter. Please check again tomorrow or contact your Clerk's office.

Clerk's Information

Name: SUSAN K. COVERLLO
 Street 1: 223 MAINT. STREET
 City: NASHUA
 State: NH
 Zip: 03100
 Phone: 603-588-2010
 Fax: 603-588-3029
 Email Address: CITYCLERKDEPT@NAHSHAMNH.GOV

Secretary of State
 Home Page

Where do I Vote?

Graham, Donna

From: sneumannh@aol.com
Sent: Monday, September 21, 2020 11:26 AM
To: Board of Aldermen
Subject: Support for 0-020-029

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

To the Nashua Aldermen

From: Sue Newman, Ward 2

Re: Facial Covering Ordinance 0-020-029

I sent you my 'corrected' Pers/Admin. Affairs Committee testimony the other day, and this is a follow-up email, for your BOA Meeting.

The vast majority of people I see in area stores wear face coverings. Some people, though, absolutely refuse to comply. As I said in my Committee testimony, there are plenty of options for people who don't want to wear a mask.... i.e. on-line ordering, take-out, shopping and delivery services, etc. And face coverings are readily available, for anyone who doesn't have one.

I asked one of the city's grocery store managers last week, if things might be easier for their store, if this ordinance -- basically, 'no mask - no service' was adopted.... He told me YES. He also told me that both Police and Health Dept. people have been to his store, attempting to educate people about why the face masks need to be worn.

I support this Ordinance for the Public Health 'greater good' of our City.

A suggestion, under section 10 of the Ordinance, you might want to expand entrance notices to read: "FACE COVERINGS REQUIRED FOR ENTRANCE AND SERVICE IN THIS STORE"

Sincerely,

Sue Newman

25 Charlotte Ave.

Nashua, NH 03064

cell: 557-3846

home: 880-8973

Graham, Donna

To: Cheryl Rounds
Subject: RE: Questions about mask mandate

From: Cheryl Rounds [mailto:blissfullyhealthy@gmail.com]
Sent: Tuesday, September 22, 2020 10:55 AM
To: Caron, June; Dowd, Richard; Lu, Elizabeth; Gathright, Linda; Jette, Ernest; Kelly, Shoshanna; Klee, Patricia; Laws, Brandon; Lopez, Thomas; Graham, Donna; Cleaver, Skip; O'Brien, Michael (Alderman); Schmidt, Jan; TenczaD@nashuanh.goc; Wilshire, Lori
Cc: Clemons, Benjamin
Subject: Questions about mask mandate

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Dear Aldeman

Here are some questions I would like to ask you regarding the proposed mask ordinance in Nashua

1) Are you aware the CDC said on Aug 24th that masks are ineffective in stopping viral transmission

<https://www.washingtonexaminer.com/news/cdc-guidelines-say-wearing-a-mask-during-prolonged-exposure-to-coronavirus-wont-prevent-possible-infection>

2) Are you aware that the boxes that both surgical masks and N95 masks come in, clearly state they will not stop Covid-19 or other viral spread? This is because the pores of the mask are much larger than the virus which is only 0.1 microns in size.

3) Are you aware on July 6 WHO said asymptomatic spread is rare?

4) Are you aware the CDC just lowered the number of deaths caused solely by Coronavirus by 94% dropping the nationwide death toll from 180,000 to just over 9,000

5) Are you aware that requiring people to wear a mask can cause all kinds of problems from dizziness & fainting, to cancer, heart attacks & collapsed lungs from breathing in an improper O₂ & CO₂ mix. Additionally the surface of the mask that faces the wearer becomes warm & moist and as a petri dish multiplying exhaled germs. This can lead to pleurisy, meningitis, staph infections & increased tooth decay (currently being reported by dentist as mask mouth).

6) Why was there no mask mandate in the first four months and suddenly as numbers have dropped to near zero are you calling for one now. People were not dropping like flies those initial months.

7) Are you aware that a surgical mask is called surgical masks because they are designed to be used in surgery by trained medical personal to keep spittle from contaminating open surgical wounds. The masks are being used in sterile air conditioned rooms. The rooms are pumped with extra oxygen to compensate for the O₂/CO₂ ratio change that is caused by mask wearing. Medical staff are also trained not to touch their faces. This is a far cry from the situation created when a town forces a mask mandate on all its citizens including children.

Here is a report showing evidence of ineffectiveness & harm of masks

A virus is less than .1 microns in size. Neither a cloth nor surgical mask can stop a particle that small. So wearing a mask to stop Covid-19 is an illusion.

Wearing a mask does not allow you to breath properly. It will decrease the percentage of O₂ you breath in and increase the CO₂. This creates a condition called Hypercapnia

Hypercapnia can cause drowsiness, headaches dizziness and shortness of breath among other things. It can even cause one to pass out.

Hypercapnia will lower the O2 level in your blood. This will lead to Hypoxia which is an absence of enough O2 to sustain bodily tissues. Wearing a mask will also increase blood pressure and cortisol levels. These things can be particularly harmful for people with cancer or heart conditions - the very people who have been told to wear masks to protect their health. .

Additionally the Inside of the mask gets warm and moist becoming a petri dish for any germs you've exhaled. You will then be inhaling more germs into your body than you exhaled out and these germs can make you sick.

If you don a mask, you are likely to touch it frequently for adjustments. This will transfer germs from your hands (or gloves) to add to the petri dish growing on the inside of your mask.

There are many doctors and scientific studies to confirm the above information. There is virtually no evidence that shows a positive effect for wearing a mask Links below

CDC AUGUST 24

<https://www.washingtonexaminer.com/news/cdc-guidelines-say-wearing-a-mask-during-prolonged-exposure-to-coronavirus-wont-prevent-possible-infection>

WHO June 6

<https://m.youtube.com/watch?feature=youtu.be&v=NQTBlbx1Xjs>

SCIENTIFIC ARTICLES

- 1) https://drive.google.com/file/d/127UF1DP7wNQpSTEZF4-LUGvbITJbq0av/view?fbclid=IwAR3CC6RkfgCjJ9aoTUCKSocqygN1sAr7lq64c3v2q8Y9icGrSgqllPnu_vw
- 2) <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4420971/>
- 3) <https://www.cidrap.umn.edu/news-perspective/2020/04/data-do-not-back-cloth-masks-limit-covid-19-experts-say>
- 4) <https://pubmed.ncbi.nlm.nih.gov/18500410/>
- 5) https://pubmed.ncbi.nlm.nih.gov/32405162/?fbclid=IwAR25MaLMSvZWPhX9kcMHQQzH932ZMLoBG0e5Egn69_OkYFvYvDxta3oJ1yA
- 6) <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7219423/>
- 7) <https://pubmed.ncbi.nlm.nih.gov/15340662/>
- 8) <https://academic.oup.com/annweh/article/54/7/789/202744>
- 9) <https://pubmed.ncbi.nlm.nih.gov/31479137/>
- 10) <https://www.neim.org/doi/full/10.1056/NEJMp2006372>
- 11) https://wwwnc.cdc.gov/eid/article/26/5/19-0994_article
- 12) <https://visionlaunch.com/more-than-a-dozen-credible-medical-studies-prove-face-masks-do-not-work-even-in-hospitals/>
- 13) <https://pubmed.ncbi.nlm.nih.gov/32668444/>

DOCTORS AND OTHER MEDICAL PROFESSIONALS

- 1) <https://www.technocracy.news/blaylock-face-masks-pose-serious-risks-to-the-healthy/>
- 2) <https://m.youtube.com/watch?v=F6B96XoBboc>
- 2) https://m.facebook.com/story.php?story_fbid=3227186510704784&id=341163402640457
- 3) <https://m.youtube.com/watch?feature=youtu.be&v=YQo7bV2hzBY>
- 4) https://jennifermargulis.net/healthy-people-wearing-masks-during-covid19/?fbclid=IwAR0wNwuczAdy4vs08upwPujolLVAZr4O_rO9hl4Z_xPz8hNNnctEAyXGZbM
- 5) <https://deeproofsathome.com/masks-facts-from-an-rn-and-6-things-that-weaken-our-immune-systems/>
- 6) <https://youtu.be/RaE6NeHyDtU>

- 7)https://m.facebook.com/story.php?story_fbid=276231940292992&id=1429618713952936
- 8)https://m.facebook.com/story.php?story_fbid=2605347879682836&id=1429618713952936
- 9)https://m.facebook.com/story.php?story_fbid=2605347879682836&id=1429618713952936
- 10)<https://fee.org/articles/europes-top-health-officials-say-masks-arent-helpful-in-beating-covid-19/>
- 11)<https://www.bitchute.com/video/zM7YEOTI36qN/>
- 12)<https://podcasts.nu/avsnitt/london-real/dr-sherri-tenpenny-face-masks-are-not-effective-against-covid-19-how-masks-are-being-used-to-control-the-population>
- 13)<https://m.youtube.com/watch?v=bkxaGVQyfrA&feature=youtu.be>
- 14) https://articles.mercola.com/sites/articles/archive/2020/07/19/are-face-masks-effective.aspx?cid_source=dnl&cid_medium=email&cid_content=art1HL&cid=20200719Z1&mid=DM600307&rid=920161191

OSHA PPE CERTIFIED EXPERTS

- 1)<https://youtu.be/8pr7nirqOzA>
- 2)<https://www.bitchute.com/video/tOMvJtmXn8JE/>

SURGEON GENERAL ON MASKS

<https://www.foxnews.com/media/surgeon-general-explains-masks-public-coronavirus>

DR FAUCI SAID NO MASKS

<http://adam.curry.com/html/NOMASKSORG-ZSvkmhpzqCvPckCJKPQwKrd8mxsfqG.html>

COMMENTARIES

- 1)https://m.youtube.com/watch?v=U47_sRuG0Yg
- 2)<https://m.youtube.com/watch?v=bkxaGVQyfrA&feature=youtu.be>
- 3)<https://youtu.be/J6Z6KT8ncaY>
- 4)<https://swprs.org/face-masks-evidence/>

DEMONSTRATION THAT THE MASK CHANGES O2 & CO2 RATIO IN BREATH

<https://www.bitchute.com/video/pICQnZVzhmQq/>

INFORMATIVE VIDEOS

- 1)https://www.instagram.com/p/CDJmDvQHFQ8/?utm_source=ig_web_button_share_sheet
- 2)https://m.facebook.com/story.php?story_fbid=1726454480835377&id=272455363101747
- 3)<https://youtu.be/Wad4pEqHb80>
- 4)
<https://www.facebook.com/1457447671152590/posts/2891013137796029/?extid=Ud4msTNr0FmRLhW0&d=null&vh=e>
- 5)<https://themodelhealthshow.com/maskfacts/>

NEWSWORTHY ARTICLES ABOUT MASK HARM

- 1)<https://www.foxnews.com/health/chinese-jogger-coronavirus-mask-suffers-burst-lung-wuhan-hospital-says>
- 2)<https://nypost.com/2020/05/06/two-boys-drop-dead-in-china-while-wearing-masks-during-gym-class/>
- 3)<https://www.foxnews.com/us/nj-police-say-excessive-wearing-of-n95-coronavirus-mask-contributed-to-woman-passing-out-crashing-car>
- 4)<https://www.bostonherald-com.cdn.ampproject.org/v/s/www.bostonherald.com/2020/07/08/massachusetts-man-pulls-gun-on-maskless-man-in-walgreens-parking-lot-amid-coronavirus-mask-order->

<https://www.clickorlando.com/news/local/2020/06/04/sketch-released-of-man-who-tired-to-abduct-lake-mary-child-police-say/>

RESOURCES

- 1) <https://www.makeamericansfreeagain.com>
- 2) www.thehealthyamerican.org
- 3) <http://www.askdrbuttar.com/facemask>
- 4) https://books.google.com/books/about/The_Case_Against_Masks.html?id=T8DwDwAAQBAJ&printsec=frontcover&source=kp_read_button

To receive an emailed copy -send an email to maskfree@protonmail.com

I have attached an additional pdf with other relevant information.

Sincerely,

Cheryl Rounds
25 Olesen Rd
Derry, NH

----- Forwarded message -----

From: **Cheryl Rounds** <blissfullyhealthy@gmail.com>
Date: Tue, Sep 22, 2020, 10:36 AM
Subject: Masks
To: Cheryl Rounds <blissfullyhealthy@gmail.com>

Face Masks and Covid-19

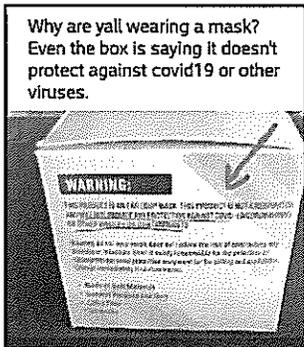
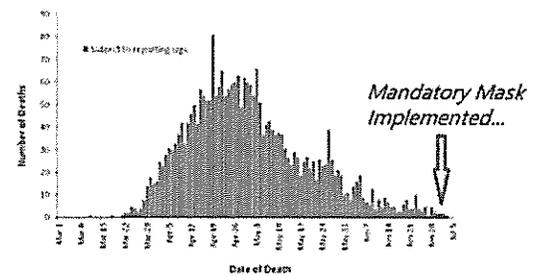
Many people think masks should be mandatory to control the spread of infection. This handout is intended for governors, mayors, alderman, employers and businesses considering a mask policy and also for those people who would be affected by such a policy.

There are several things that need to be taken into consideration regarding requiring the wearing of masks. Are they necessary, legal, safe, effective and warranted? I will attempt to answer these questions in this handout.

First, are masks necessary?

For the first four months of Covid-19 we were all walking around in big box and grocery stores without masks. It is my contention that if the virus were as deadly and contagious as it was said to be, we all would have been dropping like flies during this time. Yes, there were many deaths that occurred in these first four months but the vast majority were among seniors in nursing homes and there is no evidence the virus was being spread through shoppers. Now, four months later, mask mandates are being initiated when the death rate has dropped off to near zero. Here is a graph showing the rise and fall of Covid-19 deaths in Ontario along with the time table of mask introduction to illustrate this point.

Figure 4. Confirmed deaths among COVID-19 cases by date of death - Ontario, March 1, 2020 to July 5, 2020



Mask recommendations are based on three assumptions: (1) Covid-19 is spread by asymptomatic carriers, (2) masks will work to stop the virus and (3) the virus is deadly.

Regarding asymptomatic carriers, The WHO said on June 6th that asymptomatic carrier spread was rare. The study "A study on ineffectivity of asymptomatic SARS-CoV-2 carriers" that can be found on PubMed.gov <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7219423/>, exposed 455 people, which included hospital staff, family members and patients, to an asymptomatic carrier. None of the people exposed developed the virus. Regarding the effectiveness of masks, there is no science that definitively supports the theory that masks will work to stop

a virus. Even the mask boxes clearly state the masks are not effective. And furthermore, the current recovery rate per CDC statistics is 99.76%. Stockholm University says the chances of surviving Covid-19 at over 99% for people under 60 and just slightly less if you are over 60. These survival rates show Covid-19 is causing far less deaths than the flu has most years.

Is a forced mask policy legal?

While not yet legally challenged (to my knowledge), it can be argued that a mask policy can be interpreted as practicing medicine without a license. A mask is a medical device. (According to life changing interventions: -A medical device is an instrument, apparatus, implant, machine, tool, in vitro reagent, or similar article that is to diagnose,

AGE	FEMALE		MALE	
	No Underlying Conditions	One or Greater Underlying Conditions	No Underlying Conditions	One or Greater Underlying Conditions
0-9	99.99996	99.9939	99.99996	99.9963
10-19	99.99996	99.9939	99.99996	99.9963
20-29	99.99998	99.99466	99.99997	99.9977
30-39	99.99991	99.9936	99.9998	99.79
40-49	99.9998	99.99153	99.9995	99.6943
50-59	99.99988	99.9847	99.9815	99.2135
60-69	99.99362	98.7605	99.8895	97.8992
70-79	99.99251	97.6594	99.5245	95.6517
80+	98.9087	92.8152	96.3318	75.9114

"Predicted COVID-19 Fatality Rates Based on Age, Sex, Comorbidities, and Health System Capacity, Stockholm University", June 2020

prevent, mitigate, treat, or cure disease or other conditions, and, unlike a pharmaceutical or biologic, achieves its purpose by physical, structural, or mechanical action but not through).

Furthermore, since a mask can easily be shown to have a negative impact on bodily functions in 3 ways: (1) with a finger oximeter that will show blood oxygen levels will drop, (2) with an OSHA meter that measures O₂ & CO₂ levels that is in the area where one is breathing and (3) with blood pressure readings taken before and after a period of time with a mask, the mask has consequences to the health of any individual and therefore should only be prescribed by a medical doctor that has evaluated a person for their ability to safely wear said medical device.

Ordering universal mask use can be said to be practicing medicine without a license which is not legal. Additionally, OSHA has standards and regulations regarding mask use in the workplace. The standards require that a person needs to be medically evaluated before a mask can be worn. For more information on OSHA standards on PPE see https://m.youtube.com/watch?feature=youtu.be&fbclid=IwAR0Gkfln0QpYceA-NGmXJNZ-WwsR3YQbRVUrLUTdAIuWV_qW-J4TSYe6nU4U&v=KeovvuvviAJM#menu. Aside from these legal issues is the question of whether an ordinance not passed by a legislative body can be legally enforced. And lastly there are issues as to whether a mask mandate goes against our constitutional and civil rights.

What about the liability issues with a mask policy?

You may be concerned about the liability issues of someone who acquires Covid-19 and claims they got in in your shop or business if you don't have a mask policy. Such a lawsuit would have no merit as there would be no way to prove the causation of a person's illness. On the other hand, if you have a universal mask policy, you could be deemed liable if the mask causes harm to one of your patrons or employees. Short term use of a mask can cause a person to become dizzy and faint. If this happens and the person injures themselves on your premises and you have a mandatory mask policy, you could be legally liable.

There are also health issues that can be caused by prolonged wearing of a mask. This is because the mask will collect germs that are being exhaled. The warm moist interior surface of the mask will then act as a petri dish and multiply these germs. Rebreathing these bacteria and viruses can cause illness to the mask wearer. Some medical conditions that can be caused by prolonged mask wearing include, but are not limited to: pleurisy, bronchitis, Legionnaires' Disease, collapsed lung, impetigo, staph infections, heart attacks and even Covid. If you are requiring employees to wear a mask and they develop a medical condition that can be attributed to the forced mask wearing, you could be found liable for their medical problems.

At this point, you may want to argue that medical doctors wear masks all day. Until recently they were not frequently used outside of surgery or dental offices. They are actually called surgical masks because they were designed to be used in surgery to stop spittle from the medical staff from contaminating an open sterile surgical site. Surgery takes place in a controlled, air-conditioned environment. In addition, extra oxygen is pumped into the room to compensate for the mask wearing. Surgeons are trained to wear masks, know not to touch them and change them frequently. When they are used in a doctor's office, they are changed between each patient encounter to avoid cross contamination. The pores on both surgical masks and N95

masks are too large to stop a virus which is only 0.1 microns in size. Cloth masks have even larger pores. These masks were never designed to stop viral transmission and requiring untrained persons to wear a mask can have unintended consequences.

Some other things to consider:

1) Deaf and hard of hearing persons lose the ability to communicate when they can't read lips.

2) Veterans, rape victims and others with PTSD cannot wear a mask without serious psychological effects and may also be triggered emotionally when they see others wearing masks.

3) Masks hide faces and make it harder to identify persons committing crimes.

Shoplifting becomes easier. And heaven forbid, a child is abducted in your establishment, even with video footage, it would be difficult to identify the perpetrator.

4) And lastly masks hide smiles, a normal human emotion. A smile is contagious and promotes a sense of wellbeing. A lack of smiles can create an atmosphere of fear and anger. If an establishment has a required mask policy, some patrons believe they have the right to confront and intimidate others with no masks. This can put the safety of all at risk and has even escalated to gun fire on at least two occasions so far.

In closing I would like to implore you to take all these points into

consideration. Are your citizens, customers and/or employees going to be safer and healthier with the mask policy you choose to go with? Is the policy going to lead to a positive or negative environment? Are you following science or just kowtowing to the fear mongering that is currently sweeping our country? A report with links to scientific studies, medical experts and news articles relating to mask wearing is included along with this handout for further information.

~ Written by a member of #healthfreedomNH

Graham, Donna

From: Daniel Steagald <dansteagald@icloud.com>
Sent: Thursday, September 24, 2020 6:23 AM
To: Board of Aldermen
Subject: Mask Mandate

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Good morning folks

I just read a news article about the update to Nashua's face covering policy. It's not like me to reach out to politicians but I wanted to say thank you for continuing to take this pandemic seriously and for doing what's necessary to keep our city safe (even if it somehow offends many people). It's a hard spot to be in, but please know some of us in Nashua fully support these actions. Thanks again

Dan Steagald
17 1/2 Arlington St
Nashua NH 03060

Sent from my iPhone

Graham, Donna

From: Laurie Ortolano <laurieortolano@gmail.com>
Sent: Thursday, September 24, 2020 9:09 AM
To: Board of Aldermen; Brown, Louise
Subject: Fwd: Adopting new abatement procedures

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

I want to share with you all a procedural change I would like to address with the Board of Assessors but will also be addressing with the Aldermen. I am requesting that Lousie Brown and Donna Graham place this correspondence in the next Board packet for the respective Boards.

Thank you,

Laurie Ortolano
41 Berkeley St.
Nashua, NH 03064

----- Forwarded message -----

From: Laurie Ortolano <laurieortolano@gmail.com>
Date: Thu, Sep 24, 2020 at 8:57 AM
Subject: Adopting new abatement procedures
To: Board of Assessors <boassess@nashuanh.gov>
Cc: Leonard, Celia <LeonardC@nashuanh.gov>, Legal Department <Legal@nashuanh.gov>, <normandr@nashuanh.gov>, Mandile, Michael <mandileM@nashuanh.gov>, Dame, Douglas <dameD@nashuanh.gov>, Turgiss, Gary <GaryT@nashuanh.gov>, Turgiss, Greg <GregT@nashuanh.gov>, Kleiner, Kimberly <kleinerK@nashuanh.gov>, Gerry, James <James.Gerry@dra.nh.gov>

THIS IS NOT A RIGHT TO KNOW DOCUMENT REQUEST - NO DOCUMENTS ARE BEING REQUESTED

September 24, 2020

Board of Assessor members,

I am requesting that this letter be accepted as a correspondence for the next Board packet.

Laurie Ortolano
41 Berkeley St
Nashua

I am concerned about the method used to address or fail to address my 2019 abatement. I had an opportunity to speak with 3 well respected Chiefs and the DRA this week. I do not understand why my abatement was allowed to expire without action and I would like to understand why that method was used. I have submitted discovery questions to help me understand the process.

That being said, I would like to offer some of the remarks shared from my communication with other officials on this matter.

Every abatement is treated as a separate entity by the BTLA or courts.

An abatement is not litigation, an appeal is.

The purpose of an abatement is to determine an opinion of value for a property based on the April 1 date of the abatement year.

It is believed that the language "failure to respond is a denial" appears to have been added to RSA 76:16 at some later date. I have not researched this yet, but will do so.

Based on information and belief in communicating with state experts, they believe the language was added to account for an accidental abatement misplacement or oversight that would cause an abatement to inadvertently be overlooked.

Based on information and belief in communicating with state experts, it is not intended to be means for deliberately deciding to skip it.

The Board of Assessor or Selectmen are responsible for approval, denial, or failure to respond.

One Chief stated that they had never used "failure to respond" for a denial and that all applications are acted on.

One Chief stated that they act on all abatments that do not have a representative. They did say that commercial properties that do have a representative sometimes do not receive a letter of denial, but the Chief is in frequent communication with these people and knows them well, for example, CPTM as a representative.

One Chief said they almost never do not respond to an abatement and only have done so on commercial properties with representatives. They said that the BTLA frowns about just ignoring an application without good cause.

Here are some procedural changes I would like the Board to consider:

1. All abatement applications submitted, that do not have a representative assigned, will be acted on, either approved or denied, with a letter sent.
2. The final abatement list provided to the Board will clearly show abatements that were deemed denied by **failure to respond**. The board will then be able to monitor what properties fall in this category.
3. Anyone who submits an application that is being acted on will be allowed to know who the Certified Supervisor Assessor is assigned perform the abatement or provide oversight. If the abatement is assigned to a certified assessor to do the work, this information will be public for the property owner.
4. As it stands right now the abatement list does provide the name of the assessor assigned to the property, so this is a public document and property owners can have this information. Additionally, the assessor contacts the property owner to visit the property and review the card.
5. However, property owners whose properties are listed with consultants are not allowed to have the name of the consultant. I believe this may not be legal and may be an unfair process for those with abatements. Property owners whose abatements are assigned to a consultant have no way to verify that a certified supervisor assessor is addressing their application. They have to use a more cumbersome and extensive Right-To-Know process to figure this out.
6. All property owners that request placement on the agenda for communication regarding their abatement will not be denied the request. You can establish the rule that they will only have 1 opportunity to address the board, etc.

Here is why I am requesting these procedural changes.

1. I was told by Attorney Bolton that Ms. Kleiner was handling my 2019 abatement. Ms. Kleiner is not a certified supervisor assessor but she did provide a list that showed the abatement was placed with a consultant.

2. Mr. Greg Turgiss was a certified Supervisor Assessor but could not address my 2019 abatement because of a conflict of interest.
3. When I asked Ms. Kleiner to provide the name of the consultant assigned to my abatement, I received no response and she would not provide the name.
4. Because I receive no response, and I have a hostile relationship with the Assessing office, Legal Office, and Mayor, I believe that the City did not use a consultant to determine an opinion of value.
5. I have not had the opportunity to speak with an expert about my 2018 appeal or 2019 abatement, because the City has provided no expert for me. The Legal office provided no expert for the mediation on February 13, 2020 for the 2018 appeal. Ms. Kleiner provided no expert or name for the 2019 abatement. I seem to be overlooked and believe it is retaliation.
6. I was denied four times the opportunity to address the Board regarding my 2019 application when other property owners were granted the opportunity to speak with the Board.
7. The Board can only prevent this from happening again, if you enact procedures to prevent this from happening again.

Sincerely,
Laurie Ortolano

Graham, Donna

From: Tim Hogan <v8hntr@hotmail.com>
Sent: Friday, September 25, 2020 3:13 PM
To: Graham, Donna
Subject: Opposition to newest mask ordinance

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Please forward to the appropriate people,

I want to voice my opposition to the newest mask requirement.

Enough already. If someone wants to wear a mask, fine. You cannot force the public to do so. This is harming our business large and small.

Main Street was dead last night, on a beautiful night.

Sullivan Street, Nashua

Get [Outlook for Android](#)

Graham, Donna

From: M K <gouma47sport@gmail.com>
Sent: Saturday, September 26, 2020 12:08 AM
To: Board of Aldermen
Cc: Lu, Elizabeth
Subject: Performing Arts Center

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Good Evening,

I am sending my opinion along about the bonds funding the Performing Arts Center.

I am 100% against this project. This is a luxury you are voting for during a time when people are losing jobs and their businesses, and are worrying about putting food on the table and paying for their housing.

A couple of months ago you were worried about "optics" when transferring funds of around \$24,000 for dancing downtown. \$5.5 million is significantly worse "optically."

I can't believe that you are expecting people who are devastated financially to face tax increases for a performing arts center. In this era of masks and social distancing, use of such a place would be minimized.

Ms. Lu, I am including you specifically as you are my ward alderwoman. I always enjoy reading the minutes of the meetings as you are not afraid to ask questions. I don't often agree with your votes, but I respect your attempts to be informed. I know I have missed the deadline for submission of opinions, and so it is likely the Board will choose to ignore my opinion. Another disenfranchised voter.

I will read the minutes of the September 29 meeting with interest. I am hoping that you halt this project at least until the end of the pandemic. It is the fiscally responsible thing to do, and shows respect for the citizens of Nashua who are facing hard times.

I hope you do not choose "bad optics," but I am pessimistic that you will show respect to those who are currently suffering.

Marian Knight
29 Harris St.

Graham, Donna

From: johncaw@myfairpoint.net
Sent: Sunday, September 27, 2020 9:37 PM
Subject: Mask police

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

And everyone said this could never happen here in the good ole USA....

<https://www.youtube.com/watch?v=9g1rM4FDutQ>

Go to 5:25 of the video if you want to see the worst of it....

Well it's happening and MASKS still do nothing to stop a virus...NOTHING.....but sending the police to arrest people for not wearing a mask, when looters and rioters go free, certainly does something to the fabric of society.

In hind sight, it's a good thing thing that the convicted criminals were released from prison due COVID, to make way for these really dangerous non mask wearers...

Citizens get arrested for being in public, criminals go free...It took 36 years longer than he thought but, this is George Orwell's, 1984 come to, life.

"War is peace. Freedom is slavery. Ignorance is strength. Wear a mask. It will protect you and save the world, even though it doesn't do either"

Nice job to those of you who supported enacting a MASK mandate...

To all of you that DID NOT support the MASK mandate, thank you for standing up to the madding crowd, mob, that is doing their utmost to ruin our country.

Respectfully,

John Cawthron
8 Troon Circle
Nashua, NH 03062

Graham, Donna

From: Bob <rhkkeating@yahoo.com>
Sent: Monday, September 28, 2020 10:29 AM
To: Board of Aldermen; zNashua Housing Authority
Subject: Petition from Bronstein residents
Attachments: Bronstein petition.docx

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

September 28, 2020

To the Nashua Board of Aldermen and the Board of Directors of the NHRA,

Attached is a copy of the blank petition that was signed by 28 families of the Bronstein apartments related to the School Street Flats proposed project and the Bronstein apartments. It is a request that, if School Street Flats is built, any family from Bronstein that wants to would be able to move to and stay at School Street Flats as long as they wished. It will mean coordination of the construction of School Street Flats and the demolition of the Bronstein apartments such that Bronstein residents who wish to will be able to move there directly from their Bronstein homes.

Thank you for your consideration of the petition from the families of Bronstein. We think the residents of Bronstein, if the complex gets demolished and they have to move, should be given as many options as possible to stay in their own neighborhood. Moreover, we think the city is in an ideal position to help the Bronstein residents and to help our community-wide goal to create more affordable housing for all, and especially for those of low incomes.

Sincerely,

Bob Keating
5 Coburn Woods
Nashua, NH
Member, Granite State Organizing Project

Sent from [Mail](#) for Windows 10

Graham, Donna

From: Sharon Giglio <giglios@nashua.edu>
Sent: Monday, September 28, 2020 2:24 PM
To: Board of Aldermen
Subject: Performing Arts Center...

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

...As much as it would be wonderful to have a new PAC...this is not a responsible time to be funding it further...just my perspective...I see a tough fiscal road ahead for the next few years.

Sharon Giglio
29 Taschereau Blvd.
Nashua 03062

Graham, Donna

To: fredteeboom
Subject: RE: The Public Hearing is for the public, not for aldermanic comments and questions.

From: fredteeboom [mailto:fredtee@comcast.net]
Sent: Tuesday, September 29, 2020 1:19 PM
To: Dowd, Richard
Cc: Board of Aldermen
Subject: The Public Hearing is for the public, not for aldermanic comments and questions.

Alderman Dowd:

The Agenda for the Public Hearing does not call for comments and questions from aldermen.

The Public Hearing requires an explanation of the subject by city staff or anyone knowledgeable on the subject, followed by comment and questions, if any, from the public.

I don't know when the aldermanic comments during the Public hearings crept into the agenda, but this must stop. Plenty of time for the aldermen to comment and ask questions during their aldermanic meetings

As chairman, you should hold aldermen comments and questions until the aldermanic committee and board meetings where the legislation is debated.

Fred Teeboom
24 Cheyenne Drive, Nashua, NH
member of the public
Nashua

Fred Teeboom
24 Cheyenne Drive
Nashua, NH 03063
(603) 889-2316
fredtee@comcast.net

30 September 2020

Mayor Donchess
City of Nashua
P.O. Box 2019
Nashua NH 03061

Subject: Right to Know/Records Management Position

Dear Mayor Donchess:

Adopted Resolution R-20-064 authorizes \$100,000 for a new position, that of Records Management for Right-to-Know requests. It is not clear whether this funds the position only for the remainder of the year (9 months) and that continued funding is expected in future years.

I seriously doubt that tens of thousands of documents have been requested related to the property assessment of the city. Even if true, most documents were requested by Laurie Ortolano, and like all such matters her quest for documents will soon expire.

I therefore urge you spent this \$100,000 on a contracted/outsourced position, as opposed to a new employee (implied by the \$27,200 fringe benefits) so that the position can be abandoned at will without vested rights.

Fred S. Teeboom
Former Alderman-at-Large

Graham, Donna

To: fredteeboom
Subject: RE: Ald. Lue Your participation is disruptive and not useful

From: fredteeboom [<mailto:fredtee@comcast.net>]
Sent: Wednesday, September 30, 2020 3:58 PM
To: Donna L. Graham, Legislative Affairs Manager
Subject: Ald. Lue Your participation is disruptive and not useful

Donna:

Please place this on the next BoA Agenda, under "communications."

From: fredteeboom [<mailto:fredtee@comcast.net>]
Sent: Tuesday, September 29, 2020 8:56 AM
To: 'LUE@NASHUANH.GOV'
Subject: Your participation is disruptive and not useful

Alderman Lue:

I have seen you in aldermanic meetings several times, and frankly, your comments and questions are painful to watch.

You are constantly confused, you are unable to vocalize a question without getting lost in what you're asking. Your comments are next to impossible to comprehend, jumping from one incomplete thought to the next. You have little understanding of parliamentary procedure. In short, your participation is disruptive and not useful.

It would really help if you were better prepared before coming to your meetings. For example, have you studied the ordinances and resolutions and supporting documents on the Agenda? Have you studied Mason's Rules of Procedure? Have you read the relevant city charter and NROs and state RSAs? Have you discussed with city staff the financial and other details that may not be evident to you, before the meeting?

Being an alderman is no easy task, especially since there is no training. But eventually most newly elected aldermen catch on, some quicker than others.

I urge you study the material on the Agenda before coming to your meetings. As a general rule, if you are prepared and can positively contribute speak up. Otherwise, just be silent, listen carefully, and follow other aldermen you trust when voting yes or no.

Fred Teeboom
Former Aldermen-at-Large
24 Cheyenne Drive, Nashua, NH

Graham, Donna

To: fredteeboom
Subject: RE: Fixing the Fund balance Ordinance

From: fredteeboom [mailto:fredtee@comcast.net]
Sent: Wednesday, September 30, 2020 1:11 PM
To: Board of Aldermen
Cc: Donchess, James; Griffin, John
Subject: Fixing the Fund balance Ordinance

Members Board of Aldermen

During Public Comment on R-20-067, "Establishing the Use of Fund balance for Tax Rate" I mentioned that the cited NRO 5-135A did not conform with the city's calculation for maintaining a minimum undesignated (unassigned) fund balance.

CFO Griffin stated that the current calculation, although in variance with NRO 5-135A, has been followed for decades.

Alderman Jetty, during debate, picked up on this and suggested NRO 5-135A be redrafted to conform with current practice.

I do not disagree with the city's current calculation, but the ordinance must be fixed to conform. The purpose of ordinances is to provide for agreed procedure through law; not find a way to circumvent and justify this as "traditional practice"

Attached is my recommendation for fixing NRO 5-135A. This maintains the 10% minimum requirement, conforms with current practice, and therefore has no effect on the CAFR.

I urge the alderman to sponsor this recommendation as an ordinance change.

Fred Teeboom
24 Cheyenne Drive, Nashua, NH

Fred Teeboom
24 Cheyenne Drive
Nashua, NH 03063
(603) 889-2316
fredtee@comcast.net

30 September 2020

Board of Aldermen
City of Nashua
P.O. Box 2019
Nashua NH 03061

Copy: --Mayor Jim Donchess
--CFO John Griffin

Subject: Fixing the calculation of tax offset from undesignated general fund balance.

Dear Aldermen:

Every year the board allocates, by resolution, a part of the undesignated (unassigned) general fund balance to offset taxes. Every 2 million dollars thus allocated lowers the annual property tax rate by around 1%.

The enabling NRO 5-135A requires the undesignated general fund balance to be maintained at a minimum level, thus guaranteeing the city a favorable credit rating for its borrowing, plus providing for a healthy “rainy day” fund for emergency use not covered in the annual budget.

NRO 5-135A reads:

It is the policy of the Board of Aldermen to maintain an undesignated general fund balance as of each June 30 equal to a minimum of 10% of the municipality's fiscal year appropriations, plus the statewide enhanced education amount, the local school net tax commitment, and the county appropriation.

The city’s traditional method, for decades, is to maintain the minimum undesignated general fund balance above 10% of the current year general fund appropriation. This is in variance with NRO 5-135A, which considers “all” municipal fiscal year appropriations and includes county taxes.

The city annual budget contains a general fund plus special revenue funds plus enterprise funds (wastewater and solid waste). Combined, these make up the city’s fiscal year annual budget. County taxes, about \$13 million, do not enter into the annual budget presumably because their assessment is not available when the city’s annual budget is finalized.

I recommend the following change to NRO 5-135A, where ~~strike-through~~ signifies deleted text and **boldface** signifies added text, as follows:

*It is the policy of the Board of Aldermen to maintain an undesignated general fund balance as of each June 30 equal to a minimum of **not less than** 10% of the municipality's fiscal year ~~appropriations~~ **city's general fund adopted in its current fiscal year annual budget.** ~~plus the statewide enhanced education amount, the local school net tax commitment, and the county appropriation.~~*

With these changes the revised NRO 5-135A reads:

It is the policy of the Board of Aldermen to maintain an undesignated fund balance not less than 10% of the city's general fund adopted in its current fiscal year annual budget.

This makes the traditional practice for maintaining a minimum level of the undesignated general fund balance consistent with the ordinance.

Stating a specific date is unnecessary, since the 10% minimum condition applies throughout the fiscal year. This also defines the baseline for purpose of the calculation of the minimum amount to be the general fund adopted in the current annual budget (consider that the general fund could change with a supplemental budget resolution throughout the year).

Finally, the general fund is not necessarily fully appropriated when adopted (for example, appropriation of contingency funding is reserved), so I deleted the reference to "general fund appropriations" in favor of "general fund adoption."

Fred S. Teelboom

Former Alderman-at-Large

10/5/20

Dear Board of Aldermen,

Enclosed are copies of petitions
from the residents of Bronstein
to your Board and the Board
of Directors of NARA concerning
their wishes concerning relocation
issues.

Yours,

Bob Keating
Member G SOP

C. 316-4944

Dear Mayor Donchess, Board of Aldermen, and Board of Directors of NHRA,

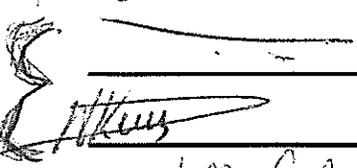
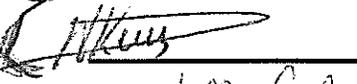
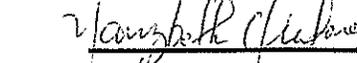
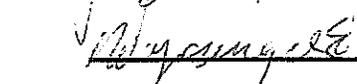
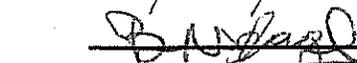
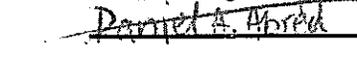
We, the residents of Bronstein, are asking the Board of Directors of the Nashua Housing and Redevelopment Authority and our elected officials to make every effort to enable each family who wants to remain in our neighborhood to be able to do so. This will allow our children to attend their same schools, which is very important. It will allow us to maintain our relationships with friends as much as possible. We will be able to more easily work, go to our doctors, use other services, and shop at the stores we use.

It is a difficult thing to move, especially when you did not choose to do so. We hope you will keep this in mind as you think about the demolition of Bronstein, which means we lose our homes.

One very strong request we have is about the School Street parking lot. We know it is owned by the city. We know the city is thinking about selling it to a builder. We understand they are talking about building about 150 apartments. We know that the city is talking about paying \$2.5 million to make up for some of the parking spaces taken to build these apartments. We also know the plan doesn't have any apartments that will be low cost enough for probably any of the Bronstein families. We don't think that is a good idea. We think these new apartments should be built so that anybody from Bronstein can move there if they want to. It would mean at least part of this new development should be built first to fit the families who want to move before our homes are destroyed. We think that is only fair. We are already having to move. It would be easier for us to not have to move so far and to keep much of our lives the same.

We would like to meet with both the Board of Nashua Housing and Redevelopment Authority, the Mayor, and the Board of Aldermen as soon as possible. We ask that no decision be made about School Street Flats before we meet.

Thank you,
The Tenants of Bronstein

Signature	Address	Date	Telephone	Email
			FAUSTINA - DUSHIMIMANA	(603) 253-1234
	35 central st	9-19-2020	603-275-7528	PROSPER-NKURUZIZIYE
	27 Central st	9/19/20	603-333-7062	
	27 Myrtle St	9/19/20	603-341-1694	
	20 Myrtle St	9/19/20	603-509-6986	
	39 Central St	19 SEP 2020	978-876-7631	danielabreu121@gmail.com

Dear Mayor Donchess, Board of Aldermen, and Board of Directors of NHRA,

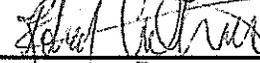
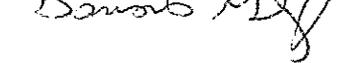
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Signature	Address	Date	Telephone	Email
	49 Myrtle St	9/19/20	603 261-1616	
Heater Cota	36 Myrtle St	9/19/20		
	34 Myrtle St	9/19/20	603 261-1616	
	50 Myrtle St	9-19-20		
	60 Myrtle			
				
	62 Myrtle			

Dear Mayor Donchess, Board of Aldermen, and Board of Directors of NHRA,

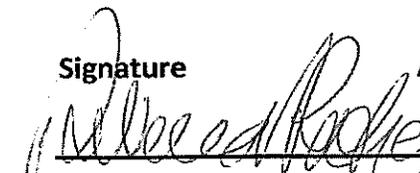
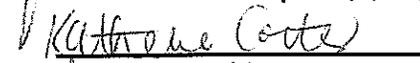
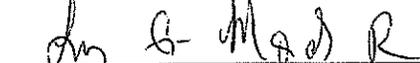
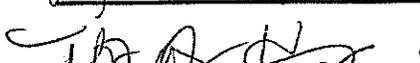
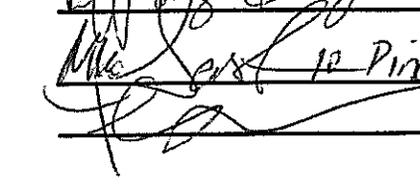
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Thank you,
The Tenants of Bronstein

Signature	Address	Date	Telephone	Email
	18 Pine St	9/19/20		Rebecca@826@gmail.com
	14 Pine St	9/19/20		CortezK91@aol.com
	47 Central St	9/20/20		
	29 Central St	9/20/20		Tiffanytaggett@gmail.com
	42 MURKLE	9/20/20		isa.detanc@icloud.com

Dear Mayor Donchess, Board of Aldermen, and Board of Directors of NHRA,

We, the residents of Bronstein, are asking the Board of Directors of the Nashua Housing and Redevelopment Authority and our elected officials to make every effort to enable each family who wants to remain in our neighborhood to be able to do so. This will allow our children to attend their same schools, which is very important. It will allow us to maintain our relationships with friends as much as possible. We will be able to more easily work, go to our doctors, use other services, and shop at the stores we use.

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Thank you,
The Tenants of Bronstein

Signature	Address	Date	Telephone	Email
^{Cassama} Joanne Cassama	26 Myrtle St	9/20		Joanne5Cassama@Yahoo.com
German Lawrence	32 Myrtle	9/24/2020		
Trelisse Rivera	29 Central St	will be moving soon		9/24
^{Cynthia} Cynthia Perez	37 Central St		603 509 6406	
Valerie	22 Myrtle St	9/26/2020		
Esaidi	12 Pine St	9/26/2020		

Querido Alcalde Donchess, Junta de Concejales, y Junta Directiva de NHRA,

Nosotros, los residentes de Bronstein, estamos pidiendo a la Junta Directiva de la Autoridad de Vivienda y Reurbanización de Nashua y a nuestros funcionarios electos que hagan todo lo posible para que la familia que desea permanecer en nuestro vecindario pueda hacerlo. Esto permitirá que nuestros niños asistan a sus mismas escuelas, lo cual es muy importante. Nos permitirá mantener nuestras relaciones con los amigos tanto como sea posible. Podremos trabajar más fácilmente ir a nuestros médicos, utilizar otros servicios, y comprar en las tiendas.

Es difícil moverse, especialmente cuando no lo ha elegido. Esperamos que tenga esto en cuenta al pensar en la demolición de Bronstein, lo que significa que perdemos nuestros lugares.

Una solicitud muy fuerte que tenemos es sobre el estacionamiento de la Calle de la Escuela. Sabemos que es propiedad de la ciudad. Sabemos que la ciudad está pensando en venderlo a un constructor. Entendemos que están hablando de construir unos 150 apartamentos. Sabemos que la ciudad está hablando de pagar dos millones y medio de dólares para compensar algunas de las plazas de aparcamiento tomadas para construir estos apartamentos. También sabemos que el plan no tiene apartamentos que sean lo suficientemente bajos o probablemente ninguno de las familias de Bronstein. No creemos que sea una buena idea. Creemos que estos nuevos apartamentos deberían construirse de modo que cualquier persona de Bronstein pueda mudarse allí si lo desea. Significaría que al menos parte de este nuevo desarrollo debería construirse primero para adaptarse a las familias que quieren mudarse antes de que nuestras casas sean destruidas. Creemos que eso es justo. Ya nos tenemos que mover. Sería más fácil para nosotros no tener que movernos tan lejos y mantener igual gran parte de nuestras vidas.

Nos gustaría reunirnos con la Junta Directiva de NHRA, el Alcalde, y la Junta de Concejales lo antes posible. Pedimos que no se tome ninguna decisión sobre School Street Flats antes de reunirnos.

Gracias,

Los Inquilinos de Bronstein

Signature	Address	Date	Telephone	Email
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Alexander	55 CENTRAL ST. APT 65		603-540-8993	
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Alida Batista	52 MYRTLE ST		787-518-5731	
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Koulan Vidal	40 Myrtle St.		978-943-7696	
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Esteban Pascual	18 Myrtle St.		603-931-8048	
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Alida Batista	48 Myrtle St.	Sep 26 2020	603-820-1042	
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City of Nashua
Community Development Division
City Hall, 229 Main Street, PO Box 2019
Nashua, New Hampshire 03061-2019
www.nashuanh.gov

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Conservation Commission	589-3105
Transportation	880-0100
FAX	589-3119

Date: September 30, 2020

To: Ald. Lori Wilshire, Board of Aldermen President
Jim Donchess, Mayor

CC: Board of Aldermen

From: Sarah Marchant, Community Development Director

Re: Bronstein Housing Relocation Update

The Economic Development and Community Development Divisions have partnered with RKG Associates Inc to complete a comprehensive Housing Study which will be presented to the Board of Aldermen in October. The goal of this study is to assess the current and projected need for housing in Nashua and to develop strategies for implementation. The study will provide a statistical basis on which the Board can make informed policy decisions to support and improve housing for all Nashua residents.

We know that the housing vacancy rate has remained at an unhealthy level for years. In addition, rents and the cost of for sale housing have risen substantially, but there has also been good news. The City has added a substantial number of affordable and market rate rental units to the downtown in the past six years, with over 170 new affordable units approved for development in 2021. We also know that the downtown census tract has the lowest household income of any census tract in the state. These new affordable units will be balanced with the approval of market rate units on School Street. In looking at improving housing in the City it is important that there is a balance of market rate and affordable units to reduce the concentration of poverty in our downtown and provide for a mix of housing units across the City. This study will provide us with the tools to do better.

At the Special Board of Aldermen meeting on September 28th several questions were asked regarding the relocation of residents at the existing Bronstein apartment complex as part of the Nashua Housing and Redevelopment Authority's (NHRA) redevelopment project. Lynn Lombardi, Executive Director of the NHRA provided the following information related to the relocation plan:

NHRA is awaiting both a HUD Section 18 Demo/Disposition application approval, and NHHFA tax credit applications approval. If approvals occur sometime in December, NHRA will inform residents of its timeline for relocation to prepare them for this. NHRA takes this matter very seriously, and will ensure all families are provided with safe, decent and affordable housing during the relocation process.

Housing Opportunities Unlimited (HOU) [NHRA's Relocation Consultant] was formed in 1982, and has relocated over 16,000 households living in affordable

and mixed income communities. HOU works with NHRA and residents from planning to project completion, making them the best choice for a relocation project of this size. HOU will issue a formal notice to residents in February with a 90-day period for relocation. This notice will include all pertinent information to understand the relocation process, and will include a comparable unit offer for their consideration.

During the 90-day timeframe NHRA anticipates relocating all families from Bronstein Apartments. This will occur through the use of Section 8 Housing Choice Vouchers and comparable public housing units. The relocation process will require NHRA to work with its current landlords and engage with new landlords.

NHRA and Housing Opportunities Unlimited staff will counsel each family to assist them with the relocation process. Families choosing to accept a Section 8 Housing Choice Voucher can move wherever they choose within the United States and Puerto Rico. Relocation assistance for the costs associated with the move will be provided to each family.

All families who are relocated from Bronstein Apartments will be offered the opportunity to move back to the newly developed property.

The NHRA, through its Board of Commissioners and staff, are working with HUD and their consultants for approval on their application and plans for relocation. Updates will be available in the coming months as the approvals they are awaiting come in.



City of Nashua
Community Development Division
City Hall, 229 Main Street, PO Box 2019
Nashua, New Hampshire 03061-2019
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Building Safety	589-3080
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Urban Programs	589-3085
Conservation Commission	589-3105
Transportation	880-0100
FAX	589-3119

MEMORANDUM

Date: October 5, 2020

To: Alderman Lori Wilshire, President, and Board of Aldermen

From: Julie Chizmas, Transportation and Long-Range Planner, Community Development Division

Re: Referral from Board of Aldermen: Ordinance O-20-031 – Prohibiting Dogs in Fenced-In Tot Lots

The Animal and Dog Park Advisory Committee reviewed and discussed the proposed Ordinance O-20-031 – Prohibiting Dogs in Fenced-In Tot Lots at their October 2, 2020 meeting. The Committee supports Ordinance O-20-031, with the following recommended changes:

- Change "Prohibiting Dogs in Fenced-In Tot Lots" to "Prohibiting Pets in Fenced-In Tot Lots";
- Add language excluding Service Animals, as defined under the Americans with Disabilities Act, from the prohibition; and
- Add language to include not only the listed fenced-in tot lots, but also any future fenced-in tot lots.

Please don't hesitate to contact me at 589-3064 with any questions.

cc: Mayor Jim Donchess
Donna Graham, Legislative Assistant
Susan Lovering, City Clerk
Amber Logue, Chair, ADPAC
Sarah Marchant, Community Development Director



THE CITY OF NASHUA

Economic Development Division – Parking Department

Office of the Mayor

"The Gate City"

TO: Tim Cummings, Economic Development Director
FROM: Jill Stansfield, Parking Manager
DATE: September 22, 2020
RE: Concerns Relative to O-20-032: Reducing the Fine for Overnight Parking Violations

The Parking Department has concerns relative to Ordinance O-20-032 which I will use this memo as a vehicle to outline these concerns.

- Dropping the fine amount from \$25 to \$10 will actually promote and increase overnight parking, which is not allowed unless permitted. The legislation calls for a sixty-percent reduction in the overnight parking fine amount.

The reason this policy is in place is to change behavior. The legislation before you will not change the behavior and there may be an increase in illegitimate overnight parking.

- By reducing the parking fine it will drastically hinder the Parking Department's ability to effectively enforce and curb non-compliant behavior, especially in overnight permit areas in downtown, and, as a result, have unintended consequences for residents.

Over the course of the past two years, parking enforcement has continued to observe and report several areas where non-permit vehicle owners continuously choose to park illegally and willingly continue to receive tickets and pay the fines. And, in several of these areas, this type of behavior has actually caused a lack of available parking for permit holders. The result of such a drastic reduction in the fine amount will not only be less of a deterrent for those who continuously choose to park illegally in resident permit areas, the unintentional consequence of this reduction would ultimately negatively impact residents who are lawfully participating in the City's current overnight parking permit program.

Revenue from parking violations has covered the cost(s) related to parking enforcement expenses the legislation will jeopardize this going forward and there will need to another funding source (most likely from the property tax levy) or conversely a reduction in service, i.e. no more Parking Enforcement patrolling at night, which may lead to public safety concerns with block driveways and hinder snow removal operations.

As a reminder, a parking study is slated to begin in the spring of 2021, which will include a thorough review of the City's current overnight parking program and a review of all current fines.

Recommendation

The Parking Department strongly recommends that no changes be made to the current overnight parking fine amount until the study has concluded and the findings and recommendations have been presented to the City and members of the Board of Alderman.

Overnight Parking - Other Municipalities

Municipality	Overnight Parking Ban Description	Amount	Late Fee
Keene, NH	For Snow and Street Maintenance		
Manchester, NH	Snow Emergency/Winter Snow Ban	\$75/\$25	After 60 Days - \$150/\$120
Concord, NH	Parking Ban - Snow		After 10 days \$50 / After 20 days \$100
Worcester, MA	Overnight Parking Ban (Similar to Nashua)/Winter Parking Ban/Snow Emergency	25/\$50/\$50+Tow Fee	After 21 Days - \$30/\$55/\$55 - After day 42 an additional \$15.00 City of Worcester fee & an additional RMV fee of \$20.00
Portland, ME	Snow Ban/2 night/mo restriction 10/1 - 5/31	\$40+\$35 Impound Fee + \$100 Tow Fee/\$35	
Portsmouth, NH	Snow Ban		\$25
Durham, NH	No Overnight Parking downtown lots and street (again similar to Nashua)		\$25 After 14 days, \$30
UNH	Winter Ban in lots mostly		\$75



City of Nashua
Energy Manager
229 Main Street - Nashua, NH 03060

(603) 589-3265

Date: 10/6/2020

TO: Mayor Donchess
Board of Aldermen

FROM: Doria Brown, Energy Manager

SUBJECT: Nashua School Energy Performance Contract with EEI

The Energy Manager is seeking to inform the Board of Aldermen and Mayor of her support for the Nashua School District's performance energy efficiency contract with EEI :

Unfortunately I am unable to attend tonight's Special Board of Aldermen meeting on the authorizing the school's energy performance contract and lease finance agreement. I wanted to write this memo in support of the contract because the improvements included in this agreement will benefit Nashua North and South High Schools tremendously when it comes to energy efficiency upgrades. The upgrades in this contract include, most notably, improvement to lighting (with the switch to LEDs), controls for the HVAC systems, as well as weatherization upgrades. These improvements are necessary to keep up with the overall maintenance of these buildings so it makes sense to ensure that these improvements are as energy efficient as possible.

Using a performance contractor, such as EEI, is a way to get these kinds of improvements done in a timely and cost effective manner. As these kinds of improvements can be expensive in upfront costs but also deliver major energy cost savings over the lifetime of the new equipment installed. It is important to note that doing all of these improvements together in a single contract instead of piece by piece helps keep costs down for installation/equipment and maximize energy savings as decreases in energy consumption will be realized at the same time. For example, it does not make sense to improve an HVAC system if you do not also fix the drafts in a building first.

On the energy saving side of things I have calculated about a 45% energy consumption savings from both high schools, combined, which is a really big deal. Energy bills for these schools, combined, cost the district about \$1.2 million/per year. Doing these upgrades have a cost savings of about \$460 thousand/per year while the lease agreement payments will be about \$450 thousand/per year. The rational here is that the lease payments will be 10k less than the energy savings promised which puts the project in the green when it comes to net savings over the project lifetime.

I also wanted to bring up the City's climate goals which include a 20% reduction in greenhouse gas emissions for municipal buildings by 2025. With the school district accounting for 63% of the City's municipal emissions with 7.9 tons of carbon equivalents emitted in our baseline year these projects alone would bring us 64% closer to our 20% reduction goal which is extremely significant.

As Energy Manager I see a cost effective energy saving project here in this lease agreement and do not see any reason why we should not move forward.

Best Regards,

Doria Brown, Energy Manager

APPOINTMENTS BY THE MAYOR

OCTOBER 13, 2020

Animal and Dog Park Advisory Board

Kathy Abel (New Appointment)
41 Manchester Street
Nashua, NH 03064

Term to Expire: October 1, 2023

Conservation Commission

Maya Friday (New Appointment)
17 Chaucer Road
Nashua, NH 03062

Term to Expire: May 31, 2021

Cultural Connections Committee

Samba Halkose (Reappointment)
58 Winter Street
Manchester, NH 03102

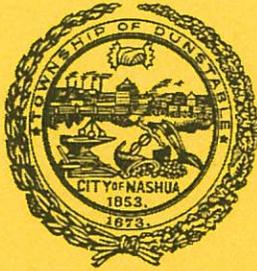
Term to Expire: July 30, 2023

Lauren Osowski (ReAppointment)
57 Profile Circle
Nashua, NH 03063

Term to Expire: December 31, 2022

I respectfully request that these appointments be confirmed.

Jim Donchess, Mayor



ORDINANCE

RELATIVE TO PUBLIC COMMENT

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains that Part I “Administrative Legislation”, Chapter 5 “Administration of Government”, Part 2 “Board of Aldermen”, Article III “Rules and Order of Business”, Section 5-14, “Order of Business”, of the Nashua Revised Ordinances, as amended, be hereby further amended by deleting the struck-through language and adding the new underlined language, as follows:

“A. The order of business for regular meetings of the Board of Aldermen shall be as follows:

...

(9a) A period not to exceed 15 minutes for the acceptance of orally presented communications or comments from the public or others relative to resolutions, ordinances, or communications to be accepted in Subsection A(9b) upon which final action is expected to be taken at the meeting. If there is a reasonable expectation by the President of the Board that final action shall be taken on such an item not on the agenda, the President shall allow comment on that item of business. Upon vote of a majority of the Board members present, the time for orally presented communications or comments may exceed 30 minutes due to additional speakers wanting to comment.

(9b) Communications requiring final approval by the Board of Aldermen, including but not limited to awards of contracts and expenditure of funds;

...

(16) Communications, to include a period not to exceed 15 minutes for the acceptance of orally presented communications or comments from the public or others; on items not on the agenda or regarding actions taken by the Board during the current meeting;

....

B. Meetings of ~~standing~~ committees of the Board of Aldermen shall include the following:

(1) ~~(1) Public comment at the beginning of the meeting, which comments shall be germane to the meeting's agenda for a period not to exceed five (5) minutes per presentation; and shall be limited to 30 minutes total unless there are others who~~

wish to speak and then may be extended by a majority of the public body present for a time certain.

(2) Public comment at the end of the meeting, shall be for a period not to exceed five (5) fifteen (15) minutes per presentation; and

(3) Remarks by the aldermen.

C. Public comment allowed in A and B above shall be conducted as follows:

(1) Speaker must sign-in prior to the start of the meeting to indicate intent to speak during public comment;

(2) Speaker may not speak until recognized by the presiding officer;

(3) Speaker shall identify him or herself by name and addresses when beginning to speak.

(4) One person speaks at a time.

(5) Each speaker is limited to speaking once per public comment period and is limited to five (5) three 3 minutes during the first public comment period and three (3) three 3 -minutes during the second comment period, which time may not be deferred to another speaker or speaker;

(5)(6) If there has been a public hearing on a matter on the same day, there shall be no further public comment allowed on that matter.

(6)(7) The presiding officer may allow questions at the presiding officer's discretion but only the presiding officer shall address the question or call upon the most qualified person to answer the question;

(7)(8) Prior to or at a meeting, members of the public may submit written comments to the full Board of Aldermen or the committee by email or paper copy. It is the responsibility of the member of the public to have enough paper copies and such copies shall be handed to the clerk for distribution prior to the start of the meeting. Written comments may be accepted as correspondence but shall not be read in to the record.

(8)(9) Excessive repetition and irrelevant remarks are discouraged;

(9)(10) Remarks shall be civil; rude or profane remarks are prohibited; and

(10)(11) The presiding officer has authority to terminate the remarks of any speaker when such remarks do not adhere to this ordinance or other applicable law."

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

This legislation shall take effect following its passage.



ORDINANCE

PROHIBITING ~~DOGS~~ PETS IN FENCED-IN TOT LOTS

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains that Part II “General Legislation”, Chapter 215 “Parks and Recreation Areas”, Article I “Park and Playground Rules”, Section 215-1 “Prohibited Acts” of the Nashua Revised Ordinances, as amended, be and hereby is further amended by adding the new underlined language as follows:

“§ 215-1. Park and playground rules.

In all parks, playgrounds, pools, and other City recreational facilities, no person shall:

...

N. Bring a ~~dog~~ pet into the following fenced-in tot lots, except for a service animal as defined under the Americans with Disabilities Act:

- (1) Shattuck Street;
- (2) Belvedere (Bridge Street);
- (3) Erion Field (Robinson Road); ~~and~~
- (4) Jeff Morin Playground at Roby Park; and
- (5) Any other tot lot that becomes fenced-in.”

This legislation shall take effect following its passage.



RESOLUTION

**AUTHORIZING PENNICHUCK CORPORATION TO RENEW AND EXTEND ITS
LINE OF CREDIT WITH TD BANK, N.A.**

CITY OF NASHUA

In the Year Two Thousand and Twenty

WHEREAS, the City of Nashua is the sole shareholder of Pennichuck Corporation (“Pennichuck”) and each of its subsidiaries; and

WHEREAS, Article IX (3) of the Articles of Incorporation of Pennichuck and Article V §2 of the by-laws of Pennichuck require the approval of the sole shareholder (the City of Nashua) for Pennichuck to create, incur, assume, or guarantee any indebtedness for borrowed money, which includes contracting a loan on behalf of Pennichuck or its subsidiaries.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the City approves the renewal of Pennichuck Corporation’s existing line of credit facility, allowing for borrowing by Pennichuck Corporation under its line of credit, in the aggregate principal amount of up to \$4,000,000.00 from TD Bank, N.A., pursuant to a senior line of credit facility, for the purpose of providing advances to be used for general corporate purposes.

LEGISLATIVE YEAR 2020

RESOLUTION:

R-20-078

PURPOSE:

Authorizing Pennichuck Corporation to renew and extend its line of credit with TD Bank, N.A.

ENDORSERS:

Alderman-at-Large Lori Wilshire

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE:

None.

ANALYSIS

This resolution approves the proposal by Pennichuck Corporation to renew and extend its line of credit with TD Bank, N.A. as described in the resolution.

Pennichuck has separately provided additional information on the proposal to the Board of Aldermen.

Article IX (3) of Pennichuck Corporation's Articles of Incorporation and Article V §2 of the Pennichuck Corporation's by-laws requires City approval for the borrowing.

Approved as to form:

Office of Corporation Counsel

By: _____

Date: _____



RESOLUTION

AUTHORIZING PENNICHUCK CORPORATION AND PENNICHUCK WATER WORKS, INC. TO ISSUE BONDS AND RENEW ITS FIXED ASSET LINE OF CREDIT WITH TD BANK, N.A.

CITY OF NASHUA

In the Year Two Thousand and Twenty

WHEREAS, the City of Nashua is the sole shareholder of Pennichuck Corporation (“Pennichuck”) and each of its subsidiaries;

WHEREAS, Article IX (3) of the Articles of Incorporation of Pennichuck and Article V §2 of the by-laws of Pennichuck require the approval of the sole shareholder (the City of Nashua) for Pennichuck to create, incur, assume, or guarantee any indebtedness for borrowed money, which includes contracting a loan on behalf of Pennichuck or its subsidiaries; and

WHEREAS, Pennichuck Water Works, Inc. (“PWW”) is a regulated New Hampshire public water utility, and is a wholly owned subsidiary of Pennichuck which, in turn, is wholly owned by the City of Nashua.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the City approves allowing PWW to issue up to a total of \$57,500,000 in an aggregate principal amount of tax-exempt AMT bonds and/or other borrowings to raise proceeds for the following purposes: (1) to finance up to \$55,750,000 of PWW’s cost of constructing, reconstructing, and replacing infrastructure, equipment, vehicles and all other fixed assets of the company for the years 2020-2024; and (2) to fund up to \$1,750,000 of various costs of issuance of the new bonds, including transactional costs, capitalized interest, and, if necessary and appropriate, credit enhancements such as a debt service reserve fund or other credit measure as may be determined by PWW in response to prevailing market conditions; and

FURTHER, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the City approves PWW entering into a renewal of its Fixed Asset Line of Credit with TD Bank, N.A., allowing for annual borrowings of up to \$12,000,000, pursuant to a security interest in PWW’s accounts receivable and inventory, and pledge of the stock of PWW and an assignment of its rights under the Money Pool Agreement and Cost Sharing Agreement (both as previously approved and in place under the oversight of the New Hampshire Public Utilities Commission), for the purpose of providing advances to be used for interim capital projects funding for the capital project years 2020-2024 (bond issuance years 2021-2025).

LEGISLATIVE YEAR 2020

RESOLUTION:

R-20-079

PURPOSE:

Authorizing Pennichuck Corporation and Pennichuck Water Works, Inc. to issue bonds and renew its fixed asset line of credit with TD Bank, N.A.

ENDORSERS:

Alderman-at-Large Lori Wilshire

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE:

None.

ANALYSIS

This resolution approves the proposal by Pennichuck Corporation and one of their regulated public water subsidiaries to issue bonds and renew a fixed asset letter of credit as described in the resolution.

Pennichuck has separately provided additional information on the proposal to the Board of Aldermen.

Article IX (3) of Pennichuck Corporation's Articles of Incorporation and Article V §2 of the Pennichuck Corporation's by-laws requires City approval for the borrowing.

Approved as to form:

Office of Corporation Counsel

By: _____

Date: _____



RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$44,016 FROM THE CENTER FOR TECH AND CIVIC LIFE (“CTCL”) INTO CITY CLERK GRANT ACTIVITY “CTCL FY20 ELECTION ADMINISTRATION”

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua is authorized to accept and appropriate \$44,016 from the Center for Tech and Civic Life (“CTCL”), into City Clerk Grant Activity “CTCL FY20 Election Administration” for the purpose of planning and operationalizing safe and secure election administration for the period of 6/15/2020 through 12/31/2020.

LEGISLATIVE YEAR 2020

RESOLUTION:

R-20-080

PURPOSE:

Relative to the acceptance and appropriation of \$44,016 from the Center for Tech and Civic Life (“CTCL”) into City Clerk Grant Activity “CTCL FY20 Election Administration”

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE:

Fiscal impact is a \$44,016 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept and appropriate funds from the Center for Tech and Civic Life into City Clerk Grant Activity “CTCL FY20 Election Administration” for the purpose of planning and operationalizing safe and secure election administration for the period of 6/15/2020 through 12/31/2020.

**Approved as to account
structure, numbers,
and amount:**

Financial Services Division

By: _____

Approved as to form:

Office of Corporation Counsel

By: _____

Date: _____



RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF POLICE COMMISSIONERS AND NASHUA POLICE COMMUNICATION EMPLOYEES N.E.P.B.A. LOCAL 125, I.U.P.A., AFL-CIO FROM JULY 1, 2019 THROUGH JUNE 30, 2023 AND AUTHORIZING A RELATED TRANSFER OF \$186,145

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the cost items of the attached collective bargaining agreement between the Nashua Board of Police Commissioners and the Nashua Police Communication Employees, N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO are approved. The collective bargaining agreement covers the period from July 1, 2019 through June 30, 2023.

In addition, this resolution authorizes the transfer of \$186,145 from Department 194, Contingency, Account #70150 "Contingency for Negotiations" into Department 150, Police, Account #51900 "Payroll Adjustments" for the purpose of funding FY2021 base salary adjustments contained in the agreement.

LEGISLATIVE YEAR 2020

RESOLUTION: **R-20-081**

PURPOSE: **Approving the cost items of a collective bargaining agreement between the Nashua Board of Police Commissioners and Nashua Police Communication Employees N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO from July 1, 2019 through June 30, 2023 and authorizing a related transfer of \$186,145**

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

**COMMITTEE
ASSIGNMENT:**

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

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Police Commissioners and Nashua Police Communication Employees N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO. The Agreement has a term of three years, from July 1, 2019 through June 30, 2023. 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). The resolution also authorizes the transfer of funds from “Contingency for Negotiations” into “Police-Payroll Adjustments” to fund the FY2021 base salary adjustments contained in the collective bargaining agreement.

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

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

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

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

Date: _____

**City of Nashua
Police Communications Contract Analysis**

9/22/2020

<u>Line No.</u>	<u>Description</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY22</u>
1	Number of Employees in Analysis	21	21	21	21	21
2						
3	Base Pay		\$ 870,365	\$ 889,339	\$ 1,020,940	\$ 1,039,470
4	% Increase in Base Pay		2.18%		1.81%	2.00%
5	\$ Increase in Base Pay		18,974		18,529	20,788
6	One Time Base Pay Adjustments			131,601		
7						
8	Total Base Pay	<u>\$ 870,365</u>	<u>\$ 889,339</u>	<u>\$ 1,020,940</u>	<u>\$ 1,039,470</u>	<u>\$ 1,060,258</u>
9	Real Annual % Increase over Prior Year		<u>2.18%</u>	<u>14.80%</u>	<u>1.81%</u>	<u>2.00%</u>
10						
11	Other Salary Costs					
12	Overtime	\$ 97,000	\$ 99,115	\$ 113,781	\$ 115,846	\$ 118,163
13	Longevity	7,300	7,800	8,000	8,500	9,300
14	Additional Holiday Pay Essential Personnel	27,000	27,589	31,671	32,246	32,891
15	Educational Benefits	1,200	1,200	1,200	1,200	1,200
16	Total Other Salary Costs	<u>\$ 132,500</u>	<u>\$ 135,703</u>	<u>\$ 154,652</u>	<u>\$ 157,792</u>	<u>\$ 161,554</u>
17	\$ Change over Prior Year		<u>\$ 3,203</u>	<u>\$ 18,949</u>	<u>\$ 3,140</u>	<u>\$ 3,762</u>
18	Real Annual Increase over Prior Year		<u>2.42%</u>	<u>13.96%</u>	<u>2.03%</u>	<u>2.38%</u>
19						
20	Total Base Pay and Other Salary Costs	<u>\$ 1,002,865</u>	<u>\$ 1,025,042</u>	<u>\$ 1,175,593</u>	<u>\$ 1,197,262</u>	<u>\$ 1,221,812</u>
21	\$ Change over Prior Year		<u>\$ 22,177</u>	<u>\$ 150,550</u>	<u>\$ 21,669</u>	<u>\$ 24,550</u>
22	% Change over Prior Year		<u>2.21%</u>	<u>14.69%</u>	<u>1.84%</u>	<u>2.05%</u>
23						
24	Retirement Costs					
25	Pension (NHRS - FY19 - 11.38%; FY20 & 21- 11.17%; FY22 & 23 - 14.06%)	\$ 113,989	\$ 114,363	\$ 131,180	\$ 168,166	\$ 171,618
26	FICA and Medicare (7.65%)	76,627	78,324	89,841	91,499	93,377
27	Total Retirement Costs	<u>\$ 190,617</u>	<u>\$ 192,687</u>	<u>\$ 221,021</u>	<u>\$ 259,665</u>	<u>\$ 264,995</u>
28	\$ Change over Prior Year		<u>\$ 2,070</u>	<u>\$ 28,334</u>	<u>\$ 38,644</u>	<u>\$ 5,330</u>
29	% Change over Prior Year		<u>1.09%</u>	<u>14.70%</u>	<u>17.48%</u>	<u>2.05%</u>
30						
31	Insurance Benefits Costs:					
32	Medical Insurance Costs (See Notes Below)	\$ 239,250	\$ 267,135	\$ 304,065	\$ 329,910	\$ 357,952
33	Less: Employee Contributions (20%)	(47,850)	(53,426)	(60,812)	(65,982)	(71,590)
34	Subtotal - Medical Costs to City	<u>\$ 191,400</u>	<u>\$ 213,709</u>	<u>\$ 243,253</u>	<u>\$ 263,928</u>	<u>\$ 286,362</u>
35	Dental Insurance Costs (2% Inc in FY22 and FY23)	11,759	11,759	15,391	15,699	16,013
36	Life Insurance Costs (Increase based on Real Wage Increases)	1,183	1,183	1,488	1,515	1,545
37	Total Insurance Benefits Costs	<u>\$ 204,342</u>	<u>\$ 226,651</u>	<u>\$ 260,132</u>	<u>\$ 281,142</u>	<u>\$ 303,920</u>
38	\$ Change over Prior Year		<u>22,309</u>	<u>33,481</u>	<u>21,010</u>	<u>22,778</u>
39	% Change over Prior Year		<u>10.9%</u>	<u>14.8%</u>	<u>8.1%</u>	<u>8.1%</u>
40						
41	Total Costs	<u>\$ 1,397,824</u>	<u>\$ 1,444,380</u>	<u>\$ 1,656,745</u>	<u>\$ 1,738,069</u>	<u>\$ 1,790,727</u>
42	\$ Change over Prior Year		<u>\$ 46,556</u>	<u>\$ 212,365</u>	<u>\$ 81,324</u>	<u>\$ 52,658</u>
43	% Change over Prior Year		<u>3.3%</u>	<u>14.7%</u>	<u>4.9%</u>	<u>3.0%</u>
44						
45	Average Annual Total Compensation Package	\$ 66,563	\$ 68,780	\$ 78,893	\$ 82,765	\$ 85,273
46	Average Annual Increase per Employee		\$ 2,217	\$ 10,113	\$ 3,873	\$ 2,508
47	Average Percentage Increase per Employee		3.3%	14.7%	4.9%	3.0%
48						
49	Medical Insurance Notes:					
50	Medical Insurance Costs (Assumes 11.7% Inc (FY20) 5.6% Inc (FY21) 8.5% for each year (FY22 - FY23)					
51	FY2021 Subscriber Distribution: 13 HDHP with H.S.A., 4 HMO, 2 Waived					

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA BOARD OF POLICE COMMISSIONERS

AND

NASHUA POLICE COMMUNICATION EMPLOYEES

N.E.P.B.A. LOCAL 125, I.U.P.A., AFL-CIO

~~FY2017, FY2018, FY2019~~ FY2020, FY2021, FY2022, FY2023
~~July 1, 2016 – June 30, 2019~~ July 1, 2019 – June 30, 2023

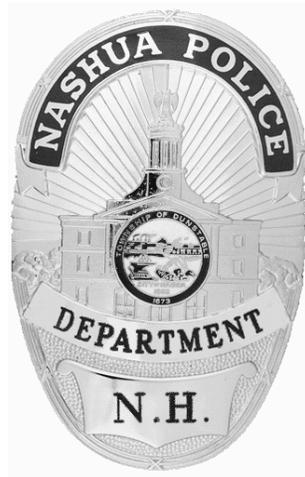


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ARTICLE 1 - PREAMBLE

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

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

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - DEFINITIONS

- A. **COMMISSION:** The Nashua Board of Police Commissioners.
- B. **CHIEF:** Chief of Police of the Nashua, New Hampshire, Police Department.
- C. **DEPARTMENT:** The Nashua, New Hampshire, Police Department.
- D. **CITY OF NASHUA:** The City of Nashua, New Hampshire.
- E. **EMPLOYEE:** As identified on State of NH, Public Employees Labor Relations Board's Certification of Representative form in accordance with RSA 273-A.
- F. **GRIEVANCE:** A written complaint signed by one or more employees and the Union, or the Commission or Department which alleges a violation, misinterpretation or misapplication of any grievable provision of this Agreement.
- G. **GRIEVANT:** The person or party filing and signing the grievance.
- H. **MANAGEMENT:** The Nashua Board of Police Commissioners, the Chief of Police, the Deputy Chief of Operations, Services Bureau Commanders, or their designee.
- I. **PARTIES:** The City/the Commission; the Union.
- J. **RESPONDING AUTHORITY:** The person or party to whom the grievance is presented.
- K. **UNION:** Nashua Police Communication Employees N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO Union.

- L. **PROBATIONARY EMPLOYEE**: An employee who has been hired, recently promoted, or transferred and serving a one-year probationary period.
- M. **ESSENTIAL EMPLOYEE/PERSONNEL**: An employee that is essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee.
- N. **NON-ESSENTIAL EMPLOYEE/PERSONNEL**: An employee that is not usually essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee; however, this condition may change due to emergencies that could occur.
- O. **REGULAR EMPLOYEE**: A full-time employee that has completed a probationary period.
- P. **ADMINISTRATIVE BUREAU**: A bureau within the Nashua Police Department responsible for the compensation of Department employees.
- Q. **DOMESTIC PARTNER**: Is defined as an individual who had a long-term relationship with an employee; who was living in the same household as the employee at the time of death; and with whom the employee had intent to remain in a long-term relationship.

ARTICLE 4 - STABILITY OF AGREEMENT

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

ARTICLE 5 - OPEN SHOP

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

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

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

ARTICLE 6 - DEDUCTION OF DUES

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

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

Chelmsford Street, Chelmsford, Massachusetts 01824. The deduction shall be only in the amount certified in writing by the President or the Secretary/Treasurer of the Union, as representing monthly dues uniformly required as a condition of acquiring or retaining membership.

An employee who executes such authorization form shall continue to have such deductions made from his wages during the term of the Agreement or until he notifies the Commission or designee in writing, with a copy to the Union, that the Authorization Form is being revoked, and the employee thus withdraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Union.

Dues deductions shall be subordinate to deductions required by law. No deductions shall be made if an employee has insufficient wages in any pay period. Neither the Commission nor the City of Nashua shall be responsible for deducting any arrearage in dues owed to the Union by a member. Deductions shall automatically terminate upon the occurrence of any of the following events:

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

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

ARTICLE 7 - EMPLOYEE RIGHTS

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

- A. Dominate or interfere in the formation or administration of the Union;
- B. Discriminate in the hire, tenure, or the terms and conditions of employment of employees, for the purpose of encouraging or discouraging membership in the Union;
- C. Discharge or otherwise discriminate against any employee because he has filed a complaint, affidavit or petition, or given information or testimony under RSA 273-A;
- D. Restrain, coerce, or otherwise interfere with the Union in the exercise of this Agreement;
- E. Refuse to negotiate in good faith with the exclusive representative of a bargaining unit, including the failure to submit to the legislative body any cost item agreed upon in negotiations;
- F. Invoke a lockout;
- G. Fail to comply with RSA 273-A or any rule adopted under the Chapter;
- H. To breach a collective bargaining agreement;
- I. To make any law or regulation, or to adopt any rule relative to the terms and conditions of employment that would invalidate any portion of an agreement

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

ARTICLE 8 - MANAGEMENT RIGHTS

It shall be a prohibited practice for the Union to:

- A. Restrain, coerce or otherwise interfere with public employees in the exercise of their rights under RSA 273-A;
- B. Restrain, coerce or otherwise interfere with employers in their selection of agents to represent them in collective bargaining negotiations or the settlement of grievances;
- C. Cause or attempt to cause an employer to discriminate against an employee in violation of RSA 273-C:6, I (c), or to discriminate against any employee whose membership in an employee organization has been denied or terminated for reasons other than failure to pay membership dues;
- D. Refuse to negotiate in good faith with the employer;
- E. Engage in a strike or other form of job action during the term of the existing agreement;
- F. Breach a collective bargaining agreement;
- G. Fail to comply with RSA 273-A or any rule adopted thereunder.

The Commission and its designees shall have, whether exercised or not, all of the rights, powers, and authority vested in it by virtue of the Statutes of the State of New Hampshire and the Nashua City Charter and ordinances, including, but not limited to, the specific rights to:

- A. Control the management and administration of the Nashua Police Department;
- B. Hire, promote, transfer, assign, retain, lay off, and direct employees within the Nashua Police Department;
- C. Suspend, demote, discharge, and take other disciplinary actions against employees for just cause;
- D. Issue, modify, and enforce Rules and Regulations which do not expressly violate the terms of this Agreement;
- E. Determine the methods, means, and personnel by which Nashua Police Department operations are to be conducted, as well as to determine those operations;
- F. Determine the Job Classifications and Compensation based on a system which classifies positions based on the skill, effort, responsibility, and working conditions required;
- G. Exercise complete control and discretion over the Nashua Police Department, its organization, and the technology of performing its work;

- H. Determine the standards of selection for employment and the standards of service to be offered by the Nashua Police Department;
- I. Exercise managerial policy as set forth in RSA 273-A:l, XI, and other pertinent laws.

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

ARTICLE 9 - STRIKES AND WORK STOPPAGES

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

No employee shall, alone or in concert, engage in, initiate, sponsor, support or direct a strike, work stoppage, or refuse in the course of employment to perform assigned duties; or withhold, curtail or restrict services or otherwise interfere with the operations of the Department or encourage others to do so; or engage, or participate in any other form of job action.

ARTICLE 10 - COLLECTIVE BARGAINING MEETINGS AND CONTRACTS

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

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

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

ARTICLE 11 - SHOP STEWARD/INVESTIGATION OF ISSUES

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

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

of headquarters to supply coverage, management, at its discretion, may allow investigation and processing thereof during working time.

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

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

ARTICLE 12 - GRIEVANCE PROCEDURE

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

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

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

SECTION A.

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

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

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

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

- A. The nature and facts pertaining to the grievance;
- B. The nature and extent of injury, loss, or inconvenience;
- C. The alleged violation of the Agreement;
- D. The basis for dissatisfaction with **STEPS 1, 2, and 3**;
- E. The remedy that is desired;
- F. The signature of the grievant.

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

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

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

SECTION B.

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

SECTION C - GRIEVANCES AGAINST THE UNION AND/OR MEMBER

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

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

SECTION D - GENERAL PROVISIONS

Each grievance will be separately processed under the Grievance Procedure.

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

- A. In all other circumstances, management's failure to respond within the established time limits shall automatically advance the grievance to the next step.
- B. If the Union fails to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.

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

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

SECTION E.

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

ARTICLE 13 – VACATIONS

SECTION I - GENERAL POLICIES

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

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

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

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

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

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

Requesting Use of Vacation Time:

1. **Probationary Personnel:** Because of the importance of the Field Training Program for new personnel, employees must complete (4) four months of continuous service before taking any accrued vacation time.
2. **Approval of Vacation:**
 - A. Employees will have the appropriate time accrued before use of vacation time is approved, except as provided in paragraphs "B" and "C" listed below.
 - B. An employee may be allowed to take vacation time if it has not yet been accrued if authorized by the Chief of Police, a Deputy Chief, or the Bureau Commander, but limited to a total of ~~40~~30 hours (~~5~~10 days) for full-time employees. However, approval of advanced time will be denied if the employee is not able to earn sufficient vacation time to offset the advanced time before the end of the calendar year.
 - C. In accepting the use of unaccrued vacation time in advance, the employee agrees to pay back the time through accrued vacation time. Should the employee retire or resign prior to accruing the fronted vacation time, the employee authorizes the City of Nashua to deduct any compensation time they owe to the City from their final paycheck and/or severance pay.
 - D. Once advanced vacation is approved, no additional vacation days will be approved until the advanced time is earned.
3. Vacation block week requests will be defined as one calendar week and will run from Saturday to Friday. Block weeks take precedence over personal days and individual vacation days.
 - A. Block weeks will be chosen by seniority each January 1 of every year. Once a member is advised by a supervisor that it is his turn to pick, the member will have 3 days from the date advised to submit the vacation week request. Members not choosing vacation block weeks during the 3-day limit will result in their choices being bypassed by the next senior member selecting. Once a block week has been selected and approved, the approval is final.
 - B. Block weeks requested at a later date for less senior employees on a particular shift shall have their vacation request for block weeks and individual vacation days signed off by all senior employees on the shift before submitting same to the Services Bureau Commander or designee for initial approval. If a senior employee refuses to sign off on a vacation week, the senior employee shall sign and state refused, with the time and date on the form. The vacation request shall be turned in at that time. If the senior employee does not request that vacation week within

1 week from the submittal, the block week shall be approved for the junior employee.

- C. Employees cannot take more than two (2) consecutive work weeks off at any one time, except as approved by the Chief of Police or Deputy Chief of Operations; said time shall not include any combinations of personal days and swaps, etc., beyond two (2) additional days.
- 4. Employees are allowed to use one day of vacation at a time only upon approval of their Services Bureau Commander or designee. Individual vacation days take precedence over personal days.
- 5. In written form, the employee is to request the use of vacation time at least two (2) weeks prior to the date of use, unless waived by the Chief of Police or designee.
- 6. One Communications Division employee per shift, per side (Communications Technician I's and Communications Technician II's represents the Communications side and the Dispatcher and Shift Leader represent the Dispatch side) is approved to be on a block week vacation at any one time. The Services Bureau Commander or designee may authorize an additional Communications Division employee to be on a block week vacation if conditions (potential workloads, manpower requirements, etc.), allow approval.
- 7. Potential workloads or manpower requirements are considerations of a supervisor before initially approving a block week, other than the two guaranteed block weeks as described in paragraph #6 above, or individual vacation day usage.
- 8. The approval of vacations is subject to the Grievance Procedure through Step 3, Deputy Chief of Operations level, at which point, the decision shall be final and binding upon the parties.

Final Approval of Vacation Time:

- 1. Before final approval by the employee's supervisor, the accrual of the necessary vacation time needed must be verified by the appropriate personnel in the Administrative Bureau.
 - A. The appropriate form will be completed by the supervisor or employee, and forwarded to the appropriate Administrative Bureau personnel.
 - B. After approval, the form will be sent back to the employee's Services Bureau Commander or designee and the employee will be notified.
- 2. If a conflict arises in the use of vacation time among employees, the Services Bureau Commander or designee will resolve any conflict through the Department seniority date.
- 3. Once a vacation is approved and the dates are to be changed or canceled by the employee, the employee must reapply. The employee must complete the appropriate form canceling the vacation and the entire process must be reinitiated.

Recall of Vacation: The approved vacation block week or individual vacation day is subject to recall by the Chief of Police or designee for any emergencies (crisis, disaster, or tragedy) that

arise. Employees shall be paid time and half of their regular rate of pay for a callback when on vacation and granted an additional vacation day, which may be banked for future use.

SECTION II – ACCRUAL RATE

Full-time Employees covered by this Agreement shall accrue vacation in accordance with the following schedule, and shall be eligible to use accrued vacation after four (4) months of continuous service:

1. LESS THAN 5 YEARS OF CONTINUOUS SERVICE: 11 DAYS PER YEAR: 40-hour a week employees = 88 hours, accrued at the rate of 7.33 hours per month worked
2. 5 YEARS, BUT LESS THAN 10 YEARS OF CONTINUOUS SERVICE: 15 DAYS PER YEAR: 40-hour a week employees = 120 hours, accrued at the rate of 10 hours per month worked
3. 10 YEARS, BUT LESS THAN 15 YEARS OF CONTINUOUS SERVICE: 22 DAYS PER YEAR: 40-hour a week employees = 176 hours, accrued at the rate of 14.66 hours per month worked
4. 15 YEARS, BUT LESS THAN 20 YEARS OF CONTINUOUS SERVICE: 25 DAYS PER YEAR: 40-hour a week employees = 200 hours, accrued at the rate of 16.66 hours per month worked
5. ~~TWENTY YEARS OR MORE OF CONTINUED SERVICE: 29 DAYS PER YEAR: 40-hour a week employees = 232 hours, accrued at the rate of 19.33 hours per month worked~~

Effective July 1, 2022 (FY2023)

1. 20 YEARS, BUT LESS THAN 25 YEARS OF CONTINUOUS SERVICE: 29 DAYS PER YEAR: 40-hour a week employees= 232 hours, accrued at the rate of 19.33 hours per month worked.
2. 25 YEARS OR MORE OF CONTINUOUS SERVICE: 30 DAYS PER YEAR 40-hour a week employees= 240 hours, accrued at the rate of 20 hours per month worked.

Additional or new benefits contained in Section II "Accrual Rate" shall commence on July 1, 2017, and shall only be retroactive to that date and after this Agreement has received all required approvals.

ARTICLE 14 - HOLIDAYS

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

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

Full-time employees are eligible to receive twelve (12) holidays per year plus the Presidential Election Day (every fourth year beginning 7/1/2020)

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

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

NEW YEAR'S DAY	FLAG DAY	VETERANS' DAY
CIVIL RIGHTS DAY	INDEPENDENCE DAY	THANKSGIVING
MEMORIAL DAY	INDEPENDENCE DAY LABOR DAY	CHRISTMAS DAY
Presidential Election Day (every 4 th year beginning 7/1/2020)	LABOR DAY COLUMBUS DAY	

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

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

- ~~Shift Leader, Senior Shift Leader, Shift Leader Specialist~~
 - ~~Dispatcher Specialist~~
 - ~~Dispatcher~~
 - ~~Senior Dispatcher~~
 - ~~Probationary Dispatcher~~
 - ~~Communications Technician Specialist~~
 - ~~Communications Technician II~~
 - ~~Communications Specialist~~
 - ~~Senior Communications Technicians~~
 - ~~Communications Technician I~~
 - ~~Probationary Communications Technician~~
- All Communications personnel are considered essential employees.

ARTICLE 15 - UNIFORMS, DRESS & GROOMING CODE

It is the policy of the Nashua Police Department to provide certain guidelines to insure a professional image in the grooming and dress of its employees. ~~Due to tours and visits from~~

~~official representatives and public contacts, police headquarters is often open to outsiders. It is the policy of the Nashua Police Department that its employees project a professional image in their grooming and dress.~~

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

Communications Personnel Dress: It is the policy of the Nashua Police Department that its employees project a professional image in their grooming and dress. Communications personnel are allowed to wear Business Casual attire. A list of acceptable Business Casual Attire and Unacceptable Business Casual Attire can be found under Rules and Regulations Chapter 6.

Uniforms:

1. The Chief of Police may institute the wearing of uniform for Communications Division personnel at any time. Said Uniform Program will be at the Department's expense and is subject to allotment and replacement policies as established by the Department. If uniforms are instituted, Communications Division personnel will not be permitted to wear civilian clothing; therefore, the above language under ~~"Civilian Clothing"~~Communications Personnel Dress will no longer apply except for probationary employees or those who have not yet been issued their uniforms by the Department. There will be an appropriate transition period set aside by the Chief of Police or designee for the conversion from civilian clothing to uniforms.
2. Upon approval by the Chief of Police or designee, damaged or worn uniform clothing will be replaced at the Department's expense upon notice by the employee through an intradepartmental communication. The article of damaged or worn uniform clothing will be presented for inspection to an appropriate supervisor at the time of the request and submission of the intradepartmental communication.
3. The Chief of Police may discontinue the wearing of uniform for Communications Division personnel at any time. If the wearing of civilian clothing is instituted, Communications Division personnel will not be permitted to wear uniforms. There will be an appropriate transition period set aside by the Chief of Police or designee for the conversion from uniforms to civilian clothing.

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

ARTICLE 16 – INSURANCES

MEDICAL & HEALTH INSURANCE

SECTION I – HEALTH INSURANCE

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

- a. Point-of-Service Plan;
- b. HMO Plan;
- ~~b.c. of~~ High Deductible Health Plan with Health Savings Account (HDHP w/ H.S.A.)
- ~~e.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.

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

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

~~**EFFECTIVE Upon Signing**~~ Effective July 1, 2021 (FY2022): The city shall contribute 70% of the premium of option “a” and 80% of the premium of option “b” ~~and “c”.~~ ~~All plans~~ 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:

- ~~a) 1~~ Twenty-Twenty-five Dollars (\$25.00) per medical visit;
- ~~b) 2~~ One Hundred Dollars (\$100.00) per emergency room visit; (co-payment waived if admitted)
- ~~c) 3~~ Two Hundred Fifty-Fifteen Hundred Dollars (\$1500.00) per person, Five Hundred Three Thousand Dollars (\$3000.00) per two-person/Family Inpatient/Outpatient Facility Deductible;
- ~~d) 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 employee) and \$3000 of the 2-person or family plan (the remaining \$1000 will be the responsibility of the employee).

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 an employee 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. Employees who retire between July 1 and October 1 will receive their July 1 City contribution. If the retired employee keeps the City

insurance plan they will also receive the October 1 contribution. If the employee does not keep the City plan they will not be eligible for the October 1 contribution. If an employee retires after October 1 they will keep the City contribution.

Coverage for new employees is available on the 1st of the next month following date of hire if hired on or before the 15th of the month; and on the 1st of the month following a full month of employment if hired after the 15th of the month. Employees who do not enroll on their initial eligibility date may subsequently only do so during the annual open enrollment period or following a “qualifying event”.

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

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

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

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

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

Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of a plan’s service area may change plans within a specified period after such move to the extent permitted by the plans.

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

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

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

SECTION II – LIFE INSURANCE

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

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

SECTION III – DENTAL INSURANCE

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

1. Employees may request a family plan; however, the employee will be responsible for paying any differences in the 2-person plan premium versus the family plan premium through payroll deductions.
2. Any employee requesting initial membership in one of the plans may enter only during a specified enrollment period (group re-opening). Any employee desiring to select a different plan, after having enrolled in one of the plans, may make that selection only once during one (1) calendar year.

High Option Plan:

Effective September 1, 2015, 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.

SECTION IV – SHORT TERM DISABILITY COVERAGE

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

SECTION V– LONG TERM DISABILITY COVERAGE

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

ARTICLE 16A – WELLNESS REIMBURSEMENT ALLOWANCE

Upon submitting proof of payment for membership costs to the appropriate personnel within the Administrative Bureau, the Department will reimburse employees up to \$200 to maintain membership in a bona fide health, 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 17 - SICK LEAVE

SECTION I - ACCRUAL RATES

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

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

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

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

SECTION II - ACCRUAL POLICIES

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

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

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

Sick leave shall not be considered a privilege which an employee may use at his discretion. It shall be allowed only in the case of necessity and actual sickness or disability of the employee, or to take physical and dental examinations or other sickness prevention measures, or under the Family Medical Leave Act.

SECTION III - PAYMENTS & MAXIMUM ACCRUALS

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

1. **Employees hired July 1, 2000, and After:** Employees are allowed to accrue a maximum of 180 days.
2. **Employees hired before July 1, 2000:** Employees are allowed to accrue a maximum of 90 days.

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

1. **First Offense:** Employees who abuse sick leave shall forfeit 52 hours (6.5 days) for full-time employees averaging 37½ a week of accrued sick leave for a first offense (65% of the normal annual accumulation). (If the entire 52 hours as specified previously cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire 52 hours can be deducted.)
2. **Second Offense:** For full-time employees averaging 37½ hours a week, the employee shall forfeit 60 hours (7.5 days) of accrued sick leave (75% of the normal annual accumulation) for the second offense. (If the entire 60 hours as specified previously cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire 60 hours can be deducted.)
3. **Third Offense:** For the third offense, the employee will be disciplined up to and including dismissal.

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

Death Payments:

1. **Employees hired July 1, 2000, or After:** Accrued sick leave up to 50% of the total amount of sick leave accrued for full-time employees averaging 37½ hours a week will be paid to an employee's surviving spouse, or if no spouse survives, to the surviving children through the administrator of the estate, when an employee dies while employed by the Nashua Police Department. If no spouse or children survive, the accrued sick leave will be paid to the employee's estate.
2. **Employees hired Before July 1, 2000:** Accrued sick leave up to 720 hours (90 days) for full-time employees averaging 37½ hours a week will be paid to an employee's surviving spouse, or if no spouse survives, to the surviving children through the administrator of the estate, when an employee dies while employed by the Nashua Police Department. If no spouse or children survive, the accrued sick leave will be paid to the employee's estate.

Retirement Payments:

1. **Employees hired July 1, 2000, or After:** Upon retirement under the NH Retirement System, an employee will receive payment for the accrued sick leave balance in his account up to 50% of the total amount of sick leave accrued (up to a maximum of 180 days) for full-time employees averaging 37½ hours a week, calculated at the current rate of pay on the day of retirement.
2. **Employees hired Before July 1, 2000:** Upon retirement under the NH Retirement System, an employee will receive payment for the accrued sick leave balance in his account up to 720 hours (90 days) for full-time employees averaging 37½ hours a week, calculated at the current rate of pay on the day of retirement.

SECTION IV - USE OF SICK LEAVE

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

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

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

1. The Commission reserves the right to verify all claims for paid sick leave. This includes the right to require the employee to submit a physician's statement verifying the need for the use of the sick leave, irrespective of the number of sick hours taken.
2. All employees who leave their tour of duty must complete NPD Form #710, "Documentation of Time Not Worked."
 - A. This form will be signed by the employee's Services Bureau Commander or designee approving the time to be missed.
 - B. The actual hours missed (rounded off to the nearest half hour) shall be clearly listed in order to deduct the correct amount from sick accruals.
 - C. The form will be forwarded to the Administrative Bureau.

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

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

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

SECTION V - SICK LEAVE BANK

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

ARTICLE 18 - BEREAVEMENT LEAVE

Definitions: For the purposes of this Article:

- A. The term "*bereavement leave*" means "*a leave of absence granted to an employee upon a death occurring in the employee's Immediate Family.*"
- B. The Chief's "*designee*" is the Deputy Chief of Operations or the Bureau Commander. In the absence of the Deputy Chief of Operations or the Bureau Commander, the Chief's designee may be the Divisional Supervisor.
- C. "Domestic Partner" is defined in Article 3-Q as an individual (Article 3-Q):
 - 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.

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

Bereavement Leave Policies:

Beginning the day after the notification of the death, per occurrence in any fiscal year, a regular full-time employee (averaging 37 ½ hours a week) shall be permitted the following:

One (1) Day Leave (from Sick time)	In the event of the death of an uncle, aunt, niece, or nephew of the employee
Three (3) Days Bereavement Leave	In the event of the death of an immediate family member as defined below
Four (4) Days Bereavement Leave	In the event of a parent, step-parent, spouse, child, or step-child. <u>In the event of the death of an immediate family member as defined below.</u>

Immediate Family Defined: The immediate family includes the employee's spouse / domestic partner and the following relatives of the employee or the employee's spouse / domestic partner:

Children, Step Children	Brother, Step Brother	Sister, Step Sister
Parents, Step Parents	Grandparents, Step Grandparents	Grandchildren, Step Grandchildren
Daughter-in-law, Son-in-law	Ward/Relative living in the home	

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

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

ARTICLE 19 - LEAVES OF ABSENCE

Military Leave of Absence:

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

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

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

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

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

- A. More than 17 days, less than 6 months.....Full benefits
- B. More than 6 months:
 - 1. No benefits;
 - 2. Allowed seniority credit for the time spent in the armed forces;
 - 3. Insurance benefits available under COBRA provisions.

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

ARTICLE 20 – PERSONAL DAYS

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

A regular full-time employee (averaging 37 ½ hours a week) may use (6) days of sick leave during a calendar year for personal leave. ~~Personal days may not be used consecutively.~~ Up to two (2) personal days can be taken consecutively providing it does not cause overtime.

All additional and new benefits under this Section shall commence effective July 1, 2017, and after this Agreement has received all required approvals. Prior to June 30, 2008, the benefits contained under this Section in the parties' prior collective bargaining agreement shall be in effect.

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

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

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

ARTICLE 21 - EXCHANGE OF WORKDAYS (SWAPS)

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

- A. Exchanges of workdays are limited:
 - 1. To individuals who hold the same position in a particular division/bureau or have been cross-trained to adequately cover the other position as determined and approved by their Services Bureau Commander or designee; and
 - 2. Have completed their training period as designated by the Services Bureau Commander or designee.
- B. All swaps must be approved in advance by the Services Bureau Commander or designee. Denials of swaps are based on any policies contained within this Article.
- C. The number of swaps allowed shall be limited to ten per quarter. The employee requesting a swap will have that swap counted against his/her quarterly limit.
- D. Swaps shall not interfere with normal operations, training, or cause the need to hire overtime.
- E. Written advanced notice signed by both employees involved in the exchange must be given to the Chief or his designee four days prior to each exchange of workday desired. (The four-day notice period may be waived at the discretion of the Chief or his designee.)
- F. All swaps will indicate a date to be paid back within a 6-month period and that payback date shall not change.
- G. Swaps may result in any employee working consecutive shifts or working a total of 16 hours in one work day; however, the following policies apply:
 - 1. The Services Bureau Commander or designee may deny a 16-hour shift in one day; however, the reason for the denial shall be provided to the employees involved in the swap. Said decision is subject to the grievance procedure as specified below under this Article.

2. Following any 16-hour block worked an employee shall have at least 8 hours off duty.
- H. If an employee involved in an exchange calls in sick on the exchange day, that employee shall lose eight (8) hours of sick leave;
- I. No additional swaps will be allowed for the original swap date;
- J. An employee paying back a swap will be eligible to receive a personal day or vacation day for the original swap date, but must follow the normal approval process for the day off.

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

ARTICLE 22 - SHIFT EXCHANGES

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

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

- A. Written advanced notice signed by both employees involved, including the reasons for the exchange, will be given to the Chief or his designee two (2) weeks prior to each exchange of shift desired; however, the two- (2) week notice period may be waived at the discretion of the Chief of Police or his designee.
- B. Both employees have the same position or have been cross-trained to adequately cover the other position as determined and approved by their Services Bureau Commander or supervisor.
- C. Both employees have completed their training period as determined by the Services Bureau Commander or designee.
- D. No more than two (2) shift exchanges involving four (4) employees shall be allowed at any one (1) time;
- E. Both employees agree to swap day-off groups of each other and shall not be eligible to receive compensatory time off due to the change of days off or to receive overtime;
- F. Employees may work two consecutive shifts in one work day; however, the following policies apply:
 1. The Services Bureau Commander or designee may deny a 16-hour shift in one day; however the reason for the denial shall be provided to the employees involved in the shift exchange. Said decision is subject to the grievance procedure as specified below under this Article.
 2. Following any 16-hour block worked an employee shall have at least 8 hours off duty.

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

ARTICLE 23 – WAGES & TITLES

Averaging of Work Weeks:

1. All employees shall be paid the annual rate divided by 52 weeks, whether on a 4 & 2 Schedule or a 5 & 2 Schedule.
2. Employees on a 4 & 2 Schedule will have their weekly wages and hours averaged. Therefore, employees on a 4 & 2 Schedule will be paid the same weekly wage whether it is for a 40-hour or 32-hour week.

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

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

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

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

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

Moving Between Position Classifications:

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

When a Communications Technician I is transferred to the position of Communications Technician II, they will receive \$5000 above the employee's current annual wage.

2. ~~From Communications Technician I and II to Dispatcher: When Communications Technicians are transferred to the position of Dispatcher, in order to determine the new wage step, the following procedure will be used: Under Schedule A for the appropriate Fiscal Year, the employee shall move to their current step under the new job classification.~~ When a Communications Technician (I or II) is transferred to the position of Dispatcher, Management can start the new Dispatcher at a salary at or below an existing Dispatcher with similar time employed as a Nashua Police Communications member.
3. ~~From Dispatcher to Communications Technician I or II: When Dispatchers are transferred to the position of Communications Technician I or II, the employee will receive an annual wage comparable to an existing Communications Technician I or II with similar time employed as a Nashua Police Communications member. shall move to the appropriate wage step under Schedule A for the proper Fiscal Year, the employee shall move to their current step under the new job classification.~~
3. ~~From Shift Leader to Dispatcher: When Shift Leaders are transferred to the position of Dispatcher, the employee shall move to the appropriate wage step under Schedule A for the Proper Fiscal year, as if the employee never left the original position of Dispatcher.~~ will no longer receive the \$3000 wage increase for Shift Leader.
5. ~~From Shift Leader to Communications I and II: When Shift Leaders are transferred to the position of Communications I or II, the employee shall move to the appropriate wage step under Schedule A for the Proper Fiscal year, as if the employee was originally hired as a Communications I or II.~~

Dispatcher Training Program:

1. ~~Wage steps for those employees participating in the Dispatcher Training Program shall be determined consistent with the language contained above in "Moving Between Position Classifications".~~
2. ~~If any employees cannot successfully complete the Dispatcher Training Program and there are open positions in their original position classification, they shall return to their original position classification and their appropriate wage step shall be determined and consistent with the language contained above in "Moving Between Position Classifications". Their department seniority for their previous position shall not be affected.~~
3. ~~After a 6-month period has elapsed, employees, who had not successfully completed the Dispatcher Training Program, may request through their Bureau Commander or designee the chance to participate in the Dispatcher Training Program again pending the availability of vacancies at the time. The Bureau Commander or designee retains the right to either allow or disallow the request.~~

Experienced Communications Division Personnel – New Hires :

When new employees are hired, or existing employees transfer from one position to another within Communications, for the positions of Communications Technician I, Communications Technician II, and Dispatcher and possess training and/or experience or a combination thereof, Management reserves the right to start the new employee up to Step 5 in Schedule A at a higher

wage not to exceed \$3000 over the probationary salary based on the actual or pertinent experience and/or training. Management may start a new employee who possesses a significant amount of actual or pertinent experience and/or training at a wage not to exceed \$6000 with prior approval of the Communications Union.

Employees who have been previously employed within the Communications Division of the Nashua Police Department and are rehired into Communications, can be placed at the same salary as a current employee with the same or less years of experience in that position, based on the years they were previously assigned.

Police Department Communications

FY16 -- July 1, 2015	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Probationary Communications	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
—Technician	32,295	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Communications Technician I	-	32,941	33,600	34,272	35,657	36,369	37,097	37,839	38,596	40,155	40,958	41,777	42,613	43,465	45,221	46,126	47,049	47,990
Communications Technician II	34,779	35,475	36,185	36,908	38,398	39,167	39,950	40,749	41,564	43,243	44,108	44,990	45,890	46,808	48,699	49,672	50,666	51,679
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Shift Leader	50,387	50,891	51,400	51,914	52,957	53,487	54,022	54,562	55,108	56,215	56,777	57,345	57,919	58,498	59,673	60,270	60,873	61,481
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Probationary Dispatcher	37,264	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dispatcher	-	38,010	38,769	39,544	41,142	41,965	42,805	43,660	44,533	46,333	47,260	48,205	49,169	50,153	52,179	53,222	54,286	55,372

FY2016 Increase 0.5%

Wage Increases:

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

The following Increases will be added to the current pay of each employee and not based on the Communications Contract grid.

- ~~Fiscal Year 2017 (7/1/16 – 6/30/17): 2% wage increase.~~
- ~~Fiscal Year 2018 (7/1/17 – 6/30/18): 1% wage increase.~~
- Fiscal Year 2019 (7/1/18 – 6/30/19): 2% wage increase.

[Year 1 FY2020 2% increase with some employees receiving a 2.5% increase with retroactive pay. Cite attached Restructuring pay-scale chart for details.](#)

[Year 2 FY2021 Restructuring pay-scale](#)

[Year 3 FY202 1% increase with some employees receiving a 2.25% increase. Cite attached Restructuring pay-scale chart for details.](#)

[Year 4 FY2023 2% increase for all employees 2% increase for starting salaries](#)

**Cite attached restructuring chart for all wage increase information.

<u>Position</u>	<u>CURRENT SALARY</u>	<u>% Incr</u>	<u>FY2020</u>	<u>FY2021</u>	<u>% Incr</u>	<u>FY2022</u>	<u>% Incr</u>	<u>FY2023</u>
<u>DISPATCH</u>	-	-	-	-	-	-	-	-
Probation	\$ 37,264	2.00%	\$ 38,009	\$ 49,000	1.00%	\$ 49,490	2.00%	\$ 50,480
Probation	\$ 37,264	2.00%	\$ 38,009	\$ 48,000	1.00%	\$ 48,480	2.00%	\$ 49,450
Probation	\$ 37,264	2.00%	\$ 38,009	\$ 49,000	1.00%	\$ 49,490	2.00%	\$ 50,480
Probation	\$ 37,264	2.00%	\$ 38,009	\$ 49,000	1.00%	\$ 49,490	2.00%	\$ 50,480
-	\$ 41,553	2.00%	\$ 42,384	\$ 52,000	1.00%	\$ 52,520	2.00%	\$ 53,570
-	\$ 43,232	2.00%	\$ 44,097	\$ 53,040	1.00%	\$ 53,570	2.00%	\$ 54,641
-	\$ 54,551	2.50%	\$ 55,915	\$ 59,842	2.25%	\$ 61,188	2.00%	\$ 62,412
-	\$ 59,071	2.50%	\$ 60,548	\$ 64,787	2.25%	\$ 66,245	2.00%	\$ 67,570
<u>Vacant Probation</u>	-	-	-	\$ 48,000	1.00%	\$ 49,490	2.00%	\$ 50,480
<u>CT</u>	-	-	-	-	-	-	-	-
Probation	\$ 32,295	2.00%	\$ 32,941	\$ 38,000	1.00%	\$ 39,390	2.00%	\$ 40,178
Probation	\$ 32,295	2.00%	\$ 32,941	\$ 38,000	1.00%	\$ 39,390	2.00%	\$ 40,178
-	\$ 32,295	2.00%	\$ 32,941	\$ 39,000	1.00%	\$ 39,390	2.00%	\$ 40,178
-	\$ 37,468	2.00%	\$ 38,217	\$ 42,500	1.00%	\$ 42,925	2.00%	\$ 43,784
-	\$ 38,982	2.00%	\$ 39,762	\$ 45,000	1.00%	\$ 45,450	2.00%	\$ 46,359
-	\$ 39,761	2.00%	\$ 40,556	\$ 45,000	1.00%	\$ 45,450	2.00%	\$ 46,359
-	\$ 40,557	2.00%	\$ 41,368	\$ 45,000	1.00%	\$ 45,450	2.00%	\$ 46,359
-	\$ 44,334	2.50%	\$ 45,442	\$ 48,366	2.25%	\$ 49,454	2.00%	\$ 50,443
-	\$ 50,428	2.50%	\$ 51,689	\$ 55,007	2.25%	\$ 56,244	2.00%	\$ 57,369
-	\$ 51,431	2.50%	\$ 52,717	\$ 56,075	2.25%	\$ 57,337	2.00%	\$ 58,483
-	\$ 53,497	2.50%	\$ 54,834	\$ 58,324	2.25%	\$ 59,636	2.00%	\$ 60,829
<u>Vacant Probation</u>	-	-	-	\$ 38,000	1.00%	\$ 39,390	2.00%	\$ 40,178

ARTICLE 24 - WORK SCHEDULES

Schedules/Assignments:

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

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

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

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

Attendance:

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

Essential Personnel:

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

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

ARTICLE 25 - OVERTIME

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

Non-exempt, full-time employees (averaging 37 1/2 hours a week or more) will receive time and one-half their regular rate of pay for all time worked beyond eight (8) hours in any day. All approved day off categories will be considered "Time Worked" for the purpose of calculating overtime.

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

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

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

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

ARTICLE 25A – LONGEVITY

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

Beginning on July 1, 2017, full-time regular employees who have been employed by the Nashua Police Department for five or more years on an uninterrupted basis (except by reason of layoff or an approved leave of absence), are eligible for a longevity payment on a normal payday nearest their anniversary date of hire with the department. Part-time employees (work 34 hours or less a week), are not eligible for longevity payments.

5th through 9th anniversaries	\$ 300.00
10th through 14th anniversaries	\$ 500.00
15th through 19th anniversaries	\$ 700.00
20th anniversary and thereafter	\$ 1,000.00

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

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

Longevity payments received by employees shall be added to their total annual wages for computation of overtime rates and paid in accordance with the Fair Labor Standards Act.

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

~~According to the Fair Labor Standards Act, any longevity payments received by employees shall be added to their total annual wages for computation of overtime rates. Such overtime rates shall be effective January 1st of every year based on the amounts of longevity payments that will be received during the upcoming calendar year. If the employee does not receive a longevity payment during the calendar year, the appropriate adjustments will be made.~~

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

ARTICLE 26 - LUNCH TIME & COFFEE BREAKS

Lunch Periods:

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

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

1. One break may be taken in the work periods before and one after the lunch break period as the work schedule allows; however, at no time will a 15-minute break be directly added to the lunch break period in order to increase the lunch break period.
 2. All employees may be called back from a break due to emergencies.
 3. The Services Bureau Commander or designee will allow an additional break to be taken if conditions allow.
 4. The availability of breaks will not change an employee's normal workday schedule.
-

ARTICLE 27 - COMPENSATORY TIME (TIME COMING)

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

- A. Compensatory time is computed at an hour and a half (1 ½ hours) for every hour of straight time worked over 40 hours in a week. Employees will make out a Department Overtime form and mark their intention to have the time converted to time coming. Said form shall be submitted to the appropriate Bureau Commander for approval. Each Bureau will hold the slips and make the necessary additions and subtractions as necessary to maintain a current total to the maximum amount as specified below.
 - B. Employees may convert overtime worked, but no less than one (1) hour of overtime at a time, into a maximum amount of 24 time coming hours in any quarter of a fiscal year. Any overtime slips submitted for accrual purposes which bring the accrued amount beyond the 24 hours will be submitted for overtime payment.
 - C. Time coming hours may not be carried over from one year to the next. All accrued time coming hours from the previous year shall be submitted for overtime payment. Employees shall not have more than 24 hours accrued at any time.
 - D. Time coming may not be used to extend a block vacation week or be added to any other time off, i.e., personal day, unless a request for such use is approved by the employee's supervisor at least seven (7) days prior to the scheduled block vacation or other time off. The decision of the supervisor shall be final and not subject to the grievance procedures. A maximum of eight (8) hours of time coming shall be used to extend a block vacation week or be added to other time off.
 - E. Requests for use of time coming shall be subject to the needs of the department including potential workloads and/or manpower requirements. The decision of the supervisor shall be final and not subject to the grievance procedure.
 - F. When employees utilize compensatory time:
 - The employee will complete the appropriate Department form when utilizing any compensatory time (time coming). The same procedures will be followed as used to approve vacations and other time off. Vacation days and personal days will take precedence over time coming.
 - The time will be deducted from the employee's time coming accrual and from the actual overtime forms. Once an overtime slip's conversion to time coming has been used completely, the slip will be marked as so and may be kept for record purposes.
 - G. If an employee leaves employment for any reason, any accrued time will be converted back to overtime hours and will be submitted for payment.
-

ARTICLE 28 - WORKER'S COMPENSATION

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

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

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

- A. The right to reinstatement to the employee's former position terminates when any one of the following events occurs:
 - 1. A medical determination by the attending physician or finding by the Labor Commissioner that the employee cannot return to the former position of employment;
 - 2. The employee accepts employment with another employer;
 - 3. Eighteen months from the date of injury.
- B. The right to reinstatement under RSA 281-A:25-a shall not apply to an employee hired on a temporary basis as a replacement for an injured employee.

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

ARTICLE 29 - VACANCIES

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

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

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

Department Policies: The Services Bureau Commander or designee has the option of transferring employees within his bureau when a vacancy occurs. If qualified applicants are available from a previous recruitment for a similar position, the Department may utilize these applications and not open the position to the outside. However, a notice of position vacancy will be posted internally within the Nashua Police Department to ensure that every

Department employee has the right to apply for the position. If after a recruitment no qualified applicant is selected, a position vacancy will be re-posted.

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

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

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

ARTICLE 30 - WORK POLICIES & REGULATIONS

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

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

ARTICLE 31 - RETIREMENT SYSTEM

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

ARTICLE 32 - DEPARTMENT SENIORITY

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

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

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

ARTICLE 33 - LAYOFFS, RECALLS, & ELIMINATION OF POSITIONS

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

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

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

ARTICLE 34 - BULLETIN BOARD

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

No other material or information shall be posted without approval by the Chief. Upon the Chief's written request, the Union shall promptly remove any material which is offensive or detrimental to the Union/Management relationship. The Union will periodically, or upon the Chief's request, review all posted material and remove material which is no longer pertinent.

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

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

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

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

ARTICLE 36 – EMERGENCY LEAVE

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

- A. With prior approval, and at the discretion of the Chief of Police or his designee, Emergency Leave shall be granted to employees and shall be charged first against the employee's accumulated sick leave and then against the employee's accumulated vacation leave.
 - B. An employee may be granted an extension of up to two (2) weeks of Emergency Leave at the sole discretion of the Chief of Police.
 - C. Any request for extension shall be in writing and shall set forth in detail the reasons therefor. An employee may be granted additional extensions of Emergency Leave at the sole discretion of the Chief upon written request as set out above.
 - D. Disputes concerning Emergency Leave shall not be subject to the Grievance Procedure.
-

ARTICLE 37 – WAIVER

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

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

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

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

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

AVAILABLE FUNDING:

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

- A. Said amount is on a first come, first serve basis. In order to receive reimbursement for that fiscal year, the Financial Services Division must receive any previously approved requests, along with the grade, by June 15th of that fiscal year. Any requests for reimbursements received after June 15th may be charged to the next fiscal year's allotment.
- B. Once the \$1,200 cap is expended, the educational benefit (tuition reimbursement) is no longer available to employees covered under this Agreement.
- C. Any portion of the allocated funds for education reimbursement which are not expended during a fiscal year shall not carry over to the next fiscal year.

COURSE REIMBURSEMENT CRITERIA:

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

- A. **Degree/Certificate Program:** The course selected by the employee must be part of a degree or certificate program and approved by the Chief or designee prior to enrollment.
- B. **Accredited:** The course must be taken at an accredited college or university.
- C. **Satisfactory Grade:** The employee must receive a passing grade of "C" (or its equivalent) or better.
- D. **Job-Related:** The degree or certificate program must be job-related. The final decision of whether or not the degree or certificate program is job-related shall be determined solely at the discretion of the Chief.

BOOKS AND/OR RELATED FEES:

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

MANDATED TRAINING:

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

PROFESSIONAL AFFILIATIONS/LICENSING:

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

GRIEVANCE POLICY:

This article shall not be subject to the grievance procedure.

ARTICLE 39 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from midnight, July 1, ~~2016~~2019, until midnight, June 30, ~~2019~~2023.

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

This Agreement is dated _____, ~~2017~~2020

NASHUA POLICE COMMISSION

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

WITNESSES:

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA BOARD OF POLICE COMMISSIONERS

AND

NASHUA POLICE COMMUNICATION EMPLOYEES

N.E.P.B.A. LOCAL 125, I.U.P.A., AFL-CIO

FY2020, FY2021, FY2022, FY2023

July 1, 2019 – June 30, 2023

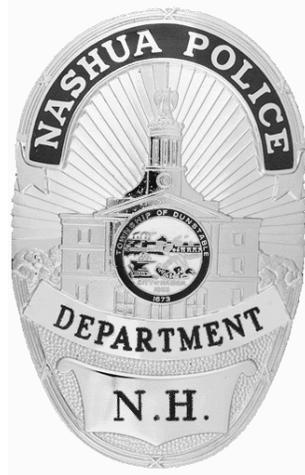


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ARTICLE 1 - PREAMBLE

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

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

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - DEFINITIONS

- A. **COMMISSION:** The Nashua Board of Police Commissioners.
- B. **CHIEF:** Chief of Police of the Nashua, New Hampshire, Police Department.
- C. **DEPARTMENT:** The Nashua, New Hampshire, Police Department.
- D. **CITY OF NASHUA:** The City of Nashua, New Hampshire.
- E. **EMPLOYEE:** As identified on State of NH, Public Employees Labor Relations Board's Certification of Representative form in accordance with RSA 273-A.
- F. **GRIEVANCE:** A written complaint signed by one or more employees and the Union, or the Commission or Department which alleges a violation, misinterpretation or misapplication of any grievable provision of this Agreement.
- G. **GRIEVANT:** The person or party filing and signing the grievance.
- H. **MANAGEMENT:** The Nashua Board of Police Commissioners, the Chief of Police, the Deputy Chief of Operations, Services Bureau Commanders, or their designee.
- I. **PARTIES:** The City/the Commission; the Union.
- J. **RESPONDING AUTHORITY:** The person or party to whom the grievance is presented.
- K. **UNION:** Nashua Police Communication Employees N.E.P.B.A. Local 125, I.U.P.A., AFL-CIO Union.

- L. **PROBATIONARY EMPLOYEE**: An employee who has been hired, recently promoted, or transferred and serving a one-year probationary period.
- M. **ESSENTIAL EMPLOYEE/PERSONNEL**: An employee that is essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee.
- N. **NON-ESSENTIAL EMPLOYEE/PERSONNEL**: An employee that is not usually essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee; however, this condition may change due to emergencies that could occur.
- O. **REGULAR EMPLOYEE**: A full-time employee that has completed a probationary period.
- P. **ADMINISTRATIVE BUREAU**: A bureau within the Nashua Police Department responsible for the compensation of Department employees.
- Q. **DOMESTIC PARTNER**: Is defined as an individual who had a long-term relationship with an employee; who was living in the same household as the employee at the time of death; and with whom the employee had intent to remain in a long-term relationship.

ARTICLE 4 - STABILITY OF AGREEMENT

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

ARTICLE 5 - OPEN SHOP

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

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

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

ARTICLE 6 - DEDUCTION OF DUES

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

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

Chelmsford Street, Chelmsford, Massachusetts 01824. The deduction shall be only in the amount certified in writing by the President or the Secretary/Treasurer of the Union, as representing monthly dues uniformly required as a condition of acquiring or retaining membership.

An employee who executes such authorization form shall continue to have such deductions made from his wages during the term of the Agreement or until he notifies the Commission or designee in writing, with a copy to the Union, that the Authorization Form is being revoked, and the employee thus withdraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Union.

Dues deductions shall be subordinate to deductions required by law. No deductions shall be made if an employee has insufficient wages in any pay period. Neither the Commission nor the City of Nashua shall be responsible for deducting any arrearage in dues owed to the Union by a member. Deductions shall automatically terminate upon the occurrence of any of the following events:

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

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

ARTICLE 7 - EMPLOYEE RIGHTS

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

- A. Dominate or interfere in the formation or administration of the Union;
- B. Discriminate in the hire, tenure, or the terms and conditions of employment of employees, for the purpose of encouraging or discouraging membership in the Union;
- C. Discharge or otherwise discriminate against any employee because he has filed a complaint, affidavit or petition, or given information or testimony under RSA 273-A;
- D. Restrain, coerce, or otherwise interfere with the Union in the exercise of this Agreement;
- E. Refuse to negotiate in good faith with the exclusive representative of a bargaining unit, including the failure to submit to the legislative body any cost item agreed upon in negotiations;
- F. Invoke a lockout;
- G. Fail to comply with RSA 273-A or any rule adopted under the Chapter;
- H. To breach a collective bargaining agreement;
- I. To make any law or regulation, or to adopt any rule relative to the terms and conditions of employment that would invalidate any portion of an agreement

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

ARTICLE 8 - MANAGEMENT RIGHTS

It shall be a prohibited practice for the Union to:

- A. Restrain, coerce or otherwise interfere with public employees in the exercise of their rights under RSA 273-A;
- B. Restrain, coerce or otherwise interfere with employers in their selection of agents to represent them in collective bargaining negotiations or the settlement of grievances;
- C. Cause or attempt to cause an employer to discriminate against an employee in violation of RSA 273-C:6, I (c), or to discriminate against any employee whose membership in an employee organization has been denied or terminated for reasons other than failure to pay membership dues;
- D. Refuse to negotiate in good faith with the employer;
- E. Engage in a strike or other form of job action during the term of the existing agreement;
- F. Breach a collective bargaining agreement;
- G. Fail to comply with RSA 273-A or any rule adopted thereunder.

The Commission and its designees shall have, whether exercised or not, all of the rights, powers, and authority vested in it by virtue of the Statutes of the State of New Hampshire and the Nashua City Charter and ordinances, including, but not limited to, the specific rights to:

- A. Control the management and administration of the Nashua Police Department;
- B. Hire, promote, transfer, assign, retain, lay off, and direct employees within the Nashua Police Department;
- C. Suspend, demote, discharge, and take other disciplinary actions against employees for just cause;
- D. Issue, modify, and enforce Rules and Regulations which do not expressly violate the terms of this Agreement;
- E. Determine the methods, means, and personnel by which Nashua Police Department operations are to be conducted, as well as to determine those operations;
- F. Determine the Job Classifications and Compensation based on a system which classifies positions based on the skill, effort, responsibility, and working conditions required;
- G. Exercise complete control and discretion over the Nashua Police Department, its organization, and the technology of performing its work;

- H. Determine the standards of selection for employment and the standards of service to be offered by the Nashua Police Department;
- I. Exercise managerial policy as set forth in RSA 273-A:l, XI, and other pertinent laws.

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

ARTICLE 9 - STRIKES AND WORK STOPPAGES

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

No employee shall, alone or in concert, engage in, initiate, sponsor, support or direct a strike, work stoppage, or refuse in the course of employment to perform assigned duties; or withhold, curtail or restrict services or otherwise interfere with the operations of the Department or encourage others to do so; or engage, or participate in any other form of job action.

ARTICLE 10 - COLLECTIVE BARGAINING MEETINGS AND CONTRACTS

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

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

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

ARTICLE 11 - SHOP STEWARD/INVESTIGATION OF ISSUES

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

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

of headquarters to supply coverage, management, at its discretion, may allow investigation and processing thereof during working time.

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

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

ARTICLE 12 - GRIEVANCE PROCEDURE

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

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

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

SECTION A.

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

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

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

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

- A. The nature and facts pertaining to the grievance;
- B. The nature and extent of injury, loss, or inconvenience;
- C. The alleged violation of the Agreement;
- D. The basis for dissatisfaction with **STEPS 1, 2, and 3**;
- E. The remedy that is desired;
- F. The signature of the grievant.

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

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

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

SECTION B.

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

SECTION C - GRIEVANCES AGAINST THE UNION AND/OR MEMBER

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

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

SECTION D - GENERAL PROVISIONS

Each grievance will be separately processed under the Grievance Procedure.

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

- A. In all other circumstances, management's failure to respond within the established time limits shall automatically advance the grievance to the next step.
- B. If the Union fails to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.

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

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

SECTION E.

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

ARTICLE 13 – VACATIONS

SECTION I - GENERAL POLICIES

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

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

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

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

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

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

Requesting Use of Vacation Time:

1. **Probationary Personnel:** Because of the importance of the Field Training Program for new personnel, employees must complete (4) four months of continuous service before taking any accrued vacation time.
2. **Approval of Vacation:**
 - A. Employees will have the appropriate time accrued before use of vacation time is approved, except as provided in paragraphs "B" and "C" listed below.
 - B. An employee may be allowed to take vacation time if it has not yet been accrued if authorized by the Chief of Police, a Deputy Chief, or the Bureau Commander, but limited to a total of 80 hours (10 days) for full-time employees. However, approval of advanced time will be denied if the employee is not able to earn sufficient vacation time to offset the advanced time before the end of the calendar year.
 - C. In accepting the use of unaccrued vacation time in advance, the employee agrees to pay back the time through accrued vacation time. Should the employee retire or resign prior to accruing the fronted vacation time, the employee authorizes the City of Nashua to deduct any compensation time they owe to the City from their final paycheck and/or severance pay.
 - D. Once advanced vacation is approved, no additional vacation days will be approved until the advanced time is earned.
3. Vacation block week requests will be defined as one calendar week and will run from Saturday to Friday. Block weeks take precedence over personal days and individual vacation days.
 - A. Block weeks will be chosen by seniority each January 1 of every year. Once a member is advised by a supervisor that it is his turn to pick, the member will have 3 days from the date advised to submit the vacation week request. Members not choosing vacation block weeks during the 3-day limit will result in their choices being bypassed by the next senior member selecting. Once a block week has been selected and approved, the approval is final.
 - B. Block weeks requested at a later date for less senior employees on a particular shift shall have their vacation request for block weeks and individual vacation days signed off by all senior employees on the shift before submitting same to the Services Bureau Commander or designee for initial approval. If a senior employee refuses to sign off on a vacation week, the senior employee shall sign and state refused, with the time and date on the form. The vacation request shall be turned in at that time. If the senior employee does not request that vacation week within

1 week from the submittal, the block week shall be approved for the junior employee.

- C. Employees cannot take more than two (2) consecutive work weeks off at any one time, except as approved by the Chief of Police or Deputy Chief of Operations; said time shall not include any combinations of personal days and swaps, etc., beyond two (2) additional days.
- 4. Employees are allowed to use one day of vacation at a time only upon approval of their Services Bureau Commander or designee. Individual vacation days take precedence over personal days.
- 5. In written form, the employee is to request the use of vacation time at least two (2) weeks prior to the date of use, unless waived by the Chief of Police or designee.
- 6. One Communications Division employee per shift, per side (Communications Technician I's and Communications Technician II's represents the Communications side and the Dispatcher and Shift Leader represent the Dispatch side) is approved to be on a block week vacation at any one time. The Services Bureau Commander or designee may authorize an additional Communications Division employee to be on a block week vacation if conditions (potential workloads, manpower requirements, etc.), allow approval.
- 7. Potential workloads or manpower requirements are considerations of a supervisor before initially approving a block week, other than the two guaranteed block weeks as described in paragraph #6 above, or individual vacation day usage.
- 8. The approval of vacations is subject to the Grievance Procedure through Step 3, Deputy Chief of Operations level, at which point, the decision shall be final and binding upon the parties.

Final Approval of Vacation Time:

- 1. Before final approval by the employee's supervisor, the accrual of the necessary vacation time needed must be verified by the appropriate personnel in the Administrative Bureau.
 - A. The appropriate form will be completed by the supervisor or employee, and forwarded to the appropriate Administrative Bureau personnel.
 - B. After approval, the form will be sent back to the employee's Services Bureau Commander or designee and the employee will be notified.
- 2. If a conflict arises in the use of vacation time among employees, the Services Bureau Commander or designee will resolve any conflict through the Department seniority date.
- 3. Once a vacation is approved and the dates are to be changed or canceled by the employee, the employee must reapply. The employee must complete the appropriate form canceling the vacation and the entire process must be reinitiated.

Recall of Vacation: The approved vacation block week or individual vacation day is subject to recall by the Chief of Police or designee for any emergencies (crisis, disaster, or tragedy) that

arise. Employees shall be paid time and half of their regular rate of pay for a callback when on vacation and granted an additional vacation day, which may be banked for future use.

SECTION II – ACCRUAL RATE

Full-time Employees covered by this Agreement shall accrue vacation in accordance with the following schedule, and shall be eligible to use accrued vacation after four (4) months of continuous service:

1. LESS THAN 5 YEARS OF CONTINUOUS SERVICE: 11 DAYS PER YEAR: 40-hour a week employees = 88 hours, accrued at the rate of 7.33 hours per month worked
2. 5 YEARS, BUT LESS THAN 10 YEARS OF CONTINUOUS SERVICE: 15 DAYS PER YEAR: 40-hour a week employees = 120 hours, accrued at the rate of 10 hours per month worked
3. 10 YEARS, BUT LESS THAN 15 YEARS OF CONTINUOUS SERVICE: 22 DAYS PER YEAR: 40-hour a week employees = 176 hours, accrued at the rate of 14.66 hours per month worked
4. 15 YEARS, BUT LESS THAN 20 YEARS OF CONTINUOUS SERVICE: 25 DAYS PER YEAR: 40-hour a week employees = 200 hours, accrued at the rate of 16.66 hours per month worked
- 5.

Effective July 1, 2022 (FY2023)

1. 20 YEARS, BUT LESS THAN 25 YEARS OF CONTINUOUS SERVICE: 29 DAYS PER YEAR:
40-hour a week employees= 232 hours, accrued at the rate of 19.33 hours per month worked.
2. 25 YEARS OR MORE OF CONTINUOUS SERVICE: 30 DAYS PER YEAR
40-hour a week employees= 240 hours, accrued at the rate of 20 hours per month worked.

Additional or new benefits contained in Section II "Accrual Rate" shall commence on July 1, 2017, and shall only be retroactive to that date and after this Agreement has received all required approvals.

ARTICLE 14 - HOLIDAYS

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

In order to qualify for holiday pay, full-time employees who are off-duty on the day of the holiday, must have worked their last scheduled duty day prior to the holiday and the first scheduled duty

day after the holiday, or been absent on authorized leave on either or both of these days. "Authorized leave" is defined as an occupational injury, bereavement leave, vacation or sick leave, jury duty, military reserve or National Guard duty, paid leave, court appearance by subpoena, or other compensatory time off, determined by the employee's supervisor.

Full-time employees are eligible to receive twelve (12) holidays per year plus the Presidential Election Day (every fourth year beginning 7/1/2020)

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

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

NEW YEAR'S DAY	INDEPENDENCE DAY	VETERANS' DAY
CIVIL RIGHTS DAY	LABOR DAY	THANKSGIVING
MEMORIAL DAY	COLUMBUS DAY	CHRISTMAS DAY
Presidential Election Day (every 4 th year beginning 7/1/2020)		

Floating Holidays: Three (3) holidays are determined by the Board of Police Commissioners or the Chief of Police in January of each year.

Holiday Pay for Essential Employees: Essential full-time employees are required to work holidays if they fall on their regularly scheduled workday. Essential full-time employees shall receive one day's pay at their regular rate for the above holidays in addition to their regular pay. All Communications personnel are considered essential employees.

ARTICLE 15 - DRESS & GROOMING CODE

It is the policy of the Nashua Police Department to provide certain guidelines to insure a professional image in the grooming and dress of its employees.

Communications Personnel Dress: It is the policy of the Nashua Police Department that its employees project a professional image in their grooming and dress. Communications personnel are allowed to wear Business Casual attire. A list of acceptable Business Casual Attire and Unacceptable Business Casual Attire can be found under Rules and Regulations Chapter 6.

Uniforms:

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

2. Upon approval by the Chief of Police or designee, damaged or worn uniform clothing will be replaced at the Department's expense upon notice by the employee through an intradepartmental communication. The article of damaged or worn uniform clothing will be presented for inspection to an appropriate supervisor at the time of the request and submission of the intradepartmental communication.
3. The Chief of Police may discontinue the wearing of uniform for Communications Division personnel at any time. If the wearing of civilian clothing is instituted, Communications Division personnel will not be permitted to wear uniforms. There will be an appropriate transition period set aside by the Chief of Police or designee for the conversion from uniforms to civilian clothing.

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

ARTICLE 16 – INSURANCES

MEDICAL & HEALTH INSURANCE

SECTION I – HEALTH INSURANCE

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

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

Effective July 1, 2021 (FY2022): 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 employee) and \$3000 of the 2-person or family plan (the remaining \$1000 will be the responsibility of the employee).

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

Coverage for new employees is available on the 1st of the next month following date of hire if hired on or before the 15th of the month; and on the 1st of the month following a full month of employment if hired after the 15th of the month. Employees who do not enroll on their initial eligibility date may subsequently only do so during the annual open enrollment period or following a “qualifying event”.

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

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

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

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

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

Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of a plan's service area may change plans within a specified period after such move to the extent permitted by the plans.

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

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

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

SECTION II – LIFE INSURANCE

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

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

SECTION III – DENTAL INSURANCE

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

1. Employees may request a family plan; however, the employee will be responsible for paying any differences in the 2-person plan premium versus the family plan premium through payroll deductions.
2. Any employee requesting initial membership in one of the plans may enter only during a specified enrollment period (group re-opening). Any employee desiring to select a different plan, after having enrolled in one of the plans, may make that selection only once during one (1) calendar year.

High Option Plan:

Effective September 1, 2015, 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.

SECTION IV – SHORT TERM DISABILITY COVERAGE

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

SECTION V- LONG TERM DISABILITY COVERAGE

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

ARTICLE 16A – WELLNESS REIMBURSEMENT ALLOWANCE

Upon submitting proof of payment for membership costs to the appropriate personnel within the Administrative Bureau, the Department will reimburse employees up to \$200 to maintain membership in a bona fide health, 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 17 - SICK LEAVE

SECTION I - ACCRUAL RATES

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

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

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

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

SECTION II - ACCRUAL POLICIES

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

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

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

Sick leave shall not be considered a privilege which an employee may use at his discretion. It shall be allowed only in the case of necessity and actual sickness or disability of the employee, or to take physical and dental examinations or other sickness prevention measures, or under the Family Medical Leave Act.

SECTION III - PAYMENTS & MAXIMUM ACCRUALS

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

1. **Employees hired July 1, 2000, and After:** Employees are allowed to accrue a maximum of 180 days.
2. **Employees hired before July 1, 2000:** Employees are allowed to accrue a maximum of 90 days.

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

1. **First Offense:** Employees who abuse sick leave shall forfeit 52 hours (6.5 days) for full-time employees averaging 37½ a week of accrued sick leave for a first offense (65% of the normal annual accumulation). (If the entire 52 hours as specified previously cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire 52 hours can be deducted.)
2. **Second Offense:** For full-time employees averaging 37½ hours a week, the employee shall forfeit 60 hours (7.5 days) of accrued sick leave (75% of the normal annual accumulation) for the second offense. (If the entire 60 hours as specified previously cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire 60 hours can be deducted.)
3. **Third Offense:** For the third offense, the employee will be disciplined up to and including dismissal.

Transfers from another Bargaining Unit: Employees who transfer from another bargaining unit (outside of the Department) or from another City Department will be permitted to transfer their sick leave accrual balance to the maximums provided under this Article. Such transferred sick leave accrual balances will be allowable for use as sick leave days under this Article; however,

use will not be permitted until the six-month period elapses from the date of hire with the Department.

Death Payments:

1. **Employees hired July 1, 2000, or After:** Accrued sick leave up to 50% of the total amount of sick leave accrued for full-time employees averaging 37½ hours a week will be paid to an employee's surviving spouse, or if no spouse survives, to the surviving children through the administrator of the estate, when an employee dies while employed by the Nashua Police Department. If no spouse or children survive, the accrued sick leave will be paid to the employee's estate.
2. **Employees hired Before July 1, 2000:** Accrued sick leave up to 720 hours (90 days) for full-time employees averaging 37½ hours a week will be paid to an employee's surviving spouse, or if no spouse survives, to the surviving children through the administrator of the estate, when an employee dies while employed by the Nashua Police Department. If no spouse or children survive, the accrued sick leave will be paid to the employee's estate.

Retirement Payments:

1. **Employees hired July 1, 2000, or After:** Upon retirement under the NH Retirement System, an employee will receive payment for the accrued sick leave balance in his account up to 50% of the total amount of sick leave accrued (up to a maximum of 180 days) for full-time employees averaging 37½ hours a week, calculated at the current rate of pay on the day of retirement.
2. **Employees hired Before July 1, 2000:** Upon retirement under the NH Retirement System, an employee will receive payment for the accrued sick leave balance in his account up to 720 hours (90 days) for full-time employees averaging 37½ hours a week, calculated at the current rate of pay on the day of retirement.

SECTION IV - USE OF SICK LEAVE

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

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

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

used. Any instances of sick time used over the two-hour limit (the entire time), shall be automatically deducted from the employee's sick leave accrual balance.

1. The Commission reserves the right to verify all claims for paid sick leave. This includes the right to require the employee to submit a physician's statement verifying the need for the use of the sick leave, irrespective of the number of sick hours taken.
2. All employees who leave their tour of duty must complete NPD Form #710, "Documentation of Time Not Worked."
 - A. This form will be signed by the employee's Services Bureau Commander or designee approving the time to be missed.
 - B. The actual hours missed (rounded off to the nearest half hour) shall be clearly listed in order to deduct the correct amount from sick accruals.
 - C. The form will be forwarded to the Administrative Bureau.

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

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

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

SECTION V - SICK LEAVE BANK

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

ARTICLE 18 - BEREAVEMENT LEAVE

Definitions: For the purposes of this Article:

- A. The term "*bereavement leave*" means "*a leave of absence granted to an employee upon a death occurring in the employee's Immediate Family.*"
- B. The Chief's "*designee*" is the Deputy Chief of Operations or the Bureau Commander. In the absence of the Deputy Chief of Operations or the Bureau Commander, the Chief's designee may be the Divisional Supervisor.
- C. "Domestic Partner" is defined in Article 3-Q as an individual (Article 3-Q):
 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.

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

Bereavement Leave Policies:

Beginning the day after the notification of the death, per occurrence in any fiscal year, a regular full-time employee (averaging 37 ½ hours a week) shall be permitted the following:

One (1) Day Leave (from Sick time)	In the event of the death of an uncle, aunt, niece, or nephew of the employee
Three (3) Days Bereavement Leave	In the event of the death of an immediate family member as defined below
Four (4) Days Bereavement Leave	In the event of the death of an immediate family member as defined below.

Immediate Family Defined: The immediate family includes the employee's spouse / domestic partner and the following relatives of the employee or the employee's spouse / domestic partner:

Children, Step Children	Brother, Step Brother	Sister, Step Sister
Parents, Step Parents	Grandparents, Step Grandparents	Grandchildren, Step Grandchildren
Daughter-in-law, Son-in-law	Ward/Relative living in the home	

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

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

ARTICLE 19 - LEAVES OF ABSENCE

Military Leave of Absence:

If a regular full-time employee must leave City employment to enter directly into active service in the armed forces of the United States involuntarily, he shall be granted a military leave of

absence for the anticipated length of such service. The employee will be allowed seniority credit for the time spent in the armed forces.

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

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

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

- A. More than 17 days, less than 6 months.....Full benefits
- B. More than 6 months:
 - 1. No benefits;
 - 2. Allowed seniority credit for the time spent in the armed forces;
 - 3. Insurance benefits available under COBRA provisions.

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

ARTICLE 20 – PERSONAL DAYS

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

A regular full-time employee (averaging 37 ½ hours a week) may use (6) days of sick leave during a calendar year for personal leave. Up to two (2) personal days can be taken consecutively providing it does not cause overtime.

All additional and new benefits under this Section shall commence effective July 1, 2017, and after this Agreement has received all required approvals. Prior to June 30, 2008, the benefits contained under this Section in the parties' prior collective bargaining agreement shall be in effect.

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

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

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

ARTICLE 21 - EXCHANGE OF WORKDAYS (SWAPS)

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

- A. Exchanges of workdays are limited:
 - 1. To individuals who hold the same position in a particular division/bureau or have been cross-trained to adequately cover the other position as determined and approved by their Services Bureau Commander or designee; and
 - 2. Have completed their training period as designated by the Services Bureau Commander or designee.
- B. All swaps must be approved in advance by the Services Bureau Commander or designee. Denials of swaps are based on any policies contained within this Article.
- C. The number of swaps allowed shall be limited to ten per quarter. The employee requesting a swap will have that swap counted against his/her quarterly limit.

- D. Swaps shall not interfere with normal operations, training, or cause the need to hire overtime.
- E. Written advanced notice signed by both employees involved in the exchange must be given to the Chief or his designee four days prior to each exchange of workday desired. (The four-day notice period may be waived at the discretion of the Chief or his designee.)
- F. All swaps will indicate a date to be paid back within a 6-month period and that payback date shall not change.
- G. Swaps may result in any employee working consecutive shifts or working a total of 16 hours in one work day; however, the following policies apply:
 - 1. The Services Bureau Commander or designee may deny a 16-hour shift in one day; however, the reason for the denial shall be provided to the employees involved in the swap. Said decision is subject to the grievance procedure as specified below under this Article.
 - 2. Following any 16-hour block worked an employee shall have at least 8 hours off duty.
- H. If an employee involved in an exchange calls in sick on the exchange day, that employee shall lose eight (8) hours of sick leave;
- I. No additional swaps will be allowed for the original swap date;
- J. An employee paying back a swap will be eligible to receive a personal day or vacation day for the original swap date, but must follow the normal approval process for the day off.

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

ARTICLE 22 - SHIFT EXCHANGES

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

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

- A. Written advanced notice signed by both employees involved, including the reasons for the exchange, will be given to the Chief or his designee two (2) weeks prior to each exchange of shift desired; however, the two- (2) week notice period may be waived at the discretion of the Chief of Police or his designee.
- B. Both employees have the same position or have been cross-trained to adequately cover the other position as determined and approved by their Services Bureau Commander or supervisor.
- C. Both employees have completed their training period as determined by the Services Bureau Commander or designee.

- D. No more than two (2) shift exchanges involving four (4) employees shall be allowed at any one (1) time;
- E. Both employees agree to swap day-off groups of each other and shall not be eligible to receive compensatory time off due to the change of days off or to receive overtime;
- F. Employees may work two consecutive shifts in one work day; however, the following policies apply:
 - 1. The Services Bureau Commander or designee may deny a 16-hour shift in one day; however the reason for the denial shall be provided to the employees involved in the shift exchange. Said decision is subject to the grievance procedure as specified below under this Article.
 - 2. Following any 16-hour block worked an employee shall have at least 8 hours off duty.

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

ARTICLE 23 – WAGES & TITLES

Averaging of Work Weeks:

- 1. All employees shall be paid the annual rate divided by 52 weeks, whether on a 4 & 2 Schedule or a 5 & 2 Schedule.
- 2. Employees on a 4 & 2 Schedule will have their weekly wages and hours averaged. Therefore, employees on a 4 & 2 Schedule will be paid the same weekly wage whether it is for a 40-hour or 32-hour week.

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

Shift Leaders: Shift Leader positions shall be available, one per shift, and current employees may bid for the position of Shift Leader. Such positions shall be awarded based on evaluations, training, experience, demonstrated capabilities, attendance, and seniority. Shift Leaders will receive \$3,000 above the employee's current annual wage.

Completion of Probationary Period: At the successful completion of the probationary period, the employee will receive the full wage of a non-probationary Communications Technician I or II, or Dispatcher

Moving Between Position Classifications:

- 1. From Communications Technician I to Communications Technician II: When a Communications Technician I is transferred to the position of Communications Technician II, they will receive \$5000 above the employee's current annual wage.

2. From Communications Technician I and II to Dispatcher: When a Communications Technician (I or II) is transferred to the position of Dispatcher, Management can start the new Dispatcher at a salary at or below an existing Dispatcher with similar time employed as a Nashua Police Communications member.
3. From Dispatcher to Communications Technician I or II: When Dispatchers are transferred to the position of Communications Technician I or II, the employee will receive an annual wage comparable to an existing Communications Technician I or II with similar time employed as a Nashua Police Communications member.
4. From Shift Leader to Dispatcher: When Shift Leaders are transferred to the position of Dispatcher, the employee will no longer receive the \$3000 wage increase for Shift Leader.
- 5.

Experienced Communications Division Personnel:

When new employees are hired, or existing employees transfer from one position to another within Communications, for the positions of Communications Technician I, Communications Technician II, and Dispatcher and possess training and/or experience or a combination thereof, Management reserves the right to start the new employee at a higher wage not to exceed \$3000 over the probationary salary based on the actual or pertinent experience and/or training. Management may start a new employee who possesses a significant amount of actual or pertinent experience and/or training at a wage not to exceed \$6000 with prior approval of the Communications Union.

Employees who have been previously employed within the Communications Division of the Nashua Police Department and are rehired into Communications, can be placed at the same salary as a current employee with the same or less years of experience in that position, based on the years they were previously assigned.

Wage Increases:

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

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Year 1 FY2020 2% increase with some employees receiving a 2.5% increase with retroactive pay. Cite attached Restructuring pay-scale chart for details.

Year 2 FY2021 Restructuring pay-scale

Year 3 FY2022 1% increase with some employees receiving a 2.25% increase. Cite attached Restructuring pay-scale chart for details.

Year 4 FY2023 2% increase for all employees 2% increase for starting salaries

**Cite attached restructuring chart for all wage increase information.

<u>Position</u>	<u>CURRENT SALARY</u>	<u>% Incr</u>	<u>FY2020</u>	<u>FY2021</u>	<u>% Incr</u>	<u>FY2022</u>	<u>% Incr</u>	<u>FY2023</u>
<u>DISPATCH</u>	-	-	-	-	-	-	-	-
Probation	\$ 37,264	2.00%	\$ 38,009	\$ 49,000	1.00%	\$ 49,490	2.00%	\$ 50,480
Probation	\$ 37,264	2.00%	\$ 38,009	\$ 48,000	1.00%	\$ 48,480	2.00%	\$ 49,450
Probation	\$ 37,264	2.00%	\$ 38,009	\$ 49,000	1.00%	\$ 49,490	2.00%	\$ 50,480
Probation	\$ 37,264	2.00%	\$ 38,009	\$ 49,000	1.00%	\$ 49,490	2.00%	\$ 50,480
-	\$ 41,553	2.00%	\$ 42,384	\$ 52,000	1.00%	\$ 52,520	2.00%	\$ 53,570
-	\$ 43,232	2.00%	\$ 44,097	\$ 53,040	1.00%	\$ 53,570	2.00%	\$ 54,641
-	\$ 54,551	2.50%	\$ 55,915	\$ 59,842	2.25%	\$ 61,188	2.00%	\$ 62,412
-	\$ 59,071	2.50%	\$ 60,548	\$ 64,787	2.25%	\$ 66,245	2.00%	\$ 67,570
<u>Vacant Probation</u>	-	-	-	\$ 48,000	1.00%	\$ 49,490	2.00%	\$ 50,480
<u>CT</u>	-	-	-	-	-	-	-	-
Probation	\$ 32,295	2.00%	\$ 32,941	\$ 38,000	1.00%	\$ 39,390	2.00%	\$ 40,178
Probation	\$ 32,295	2.00%	\$ 32,941	\$ 38,000	1.00%	\$ 39,390	2.00%	\$ 40,178
-	\$ 32,295	2.00%	\$ 32,941	\$ 39,000	1.00%	\$ 39,390	2.00%	\$ 40,178
-	\$ 37,468	2.00%	\$ 38,217	\$ 42,500	1.00%	\$ 42,925	2.00%	\$ 43,784
-	\$ 38,982	2.00%	\$ 39,762	\$ 45,000	1.00%	\$ 45,450	2.00%	\$ 46,359
-	\$ 39,761	2.00%	\$ 40,556	\$ 45,000	1.00%	\$ 45,450	2.00%	\$ 46,359
-	\$ 40,557	2.00%	\$ 41,368	\$ 45,000	1.00%	\$ 45,450	2.00%	\$ 46,359
-	\$ 44,334	2.50%	\$ 45,442	\$ 48,366	2.25%	\$ 49,454	2.00%	\$ 50,443
-	\$ 50,428	2.50%	\$ 51,689	\$ 55,007	2.25%	\$ 56,244	2.00%	\$ 57,369
-	\$ 51,431	2.50%	\$ 52,717	\$ 56,075	2.25%	\$ 57,337	2.00%	\$ 58,483
-	\$ 53,497	2.50%	\$ 54,834	\$ 58,324	2.25%	\$ 59,636	2.00%	\$ 60,829
<u>Vacant Probation</u>	-	-	-	\$ 38,000	1.00%	\$ 39,390	2.00%	\$ 40,178

ARTICLE 24 - WORK SCHEDULES

Schedules/Assignments:

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

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

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

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

Attendance:

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

Essential Personnel:

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

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

ARTICLE 25 - OVERTIME

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

Non-exempt, full-time employees (averaging 37 1/2 hours a week or more) will receive time and one-half their regular rate of pay for all time worked beyond eight (8) hours in any day. All approved day off categories will be considered "Time Worked" for the purpose of calculating overtime.

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

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

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

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

ARTICLE 25A – LONGEVITY

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

Beginning on July 1, 2017, full-time regular employees who have been employed by the Nashua Police Department for five or more years on an uninterrupted basis (except by reason of layoff or an approved leave of absence), are eligible for a longevity payment on a normal payday nearest their anniversary date of hire with the department. Part-time employees (work 34 hours or less a week), are not eligible for longevity payments.

5th through 9th anniversaries	\$ 300.00
10th through 14th anniversaries	\$ 500.00
15th through 19th anniversaries	\$ 700.00
20th anniversary and thereafter	\$ 1,000.00

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

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

Longevity payments received by employees shall be added to their total annual wages for computation of overtime rates and paid in accordance with the Fair Labor Standards Act.

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

ARTICLE 26 - LUNCH TIME & COFFEE BREAKS

Lunch Periods:

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

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

1. One break may be taken in the work periods before and one after the lunch break period as the work schedule allows; however, at no time will a 15-minute break be directly added to the lunch break period in order to increase the lunch break period.
2. All employees may be called back from a break due to emergencies.
3. The Services Bureau Commander or designee will allow an additional break to be taken if conditions allow.
4. The availability of breaks will not change an employee's normal workday schedule.

ARTICLE 27 - COMPENSATORY TIME (TIME COMING)

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

- A. Compensatory time is computed at an hour and a half (1 ½ hours) for every hour of straight time worked over 40 hours in a week. Employees will make out a Department Overtime form and mark their intention to have the time converted to time coming. Said form shall be submitted to the appropriate Bureau Commander for approval. Each Bureau will hold the slips and make the necessary additions and subtractions as necessary to maintain a current total to the maximum amount as specified below.
- B. Employees may convert overtime worked, but no less than one (1) hour of overtime at a time, into a maximum amount of 24 time coming hours in any quarter of a fiscal year. Any overtime slips submitted for accrual purposes which bring the accrued amount beyond the 24 hours will be submitted for overtime payment.
- C. Time coming hours may not be carried over from one year to the next. All accrued time coming hours from the previous year shall be submitted for overtime payment. Employees shall not have more than 24 hours accrued at any time.
- D. Time coming may not be used to extend a block vacation week or be added to any other time off, i.e., personal day, unless a request for such use is approved by the employee's supervisor at least seven (7) days prior to the scheduled block vacation or other time off. The decision of the supervisor shall be final and not subject to the grievance procedures. A maximum of eight (8) hours of time coming shall be used to extend a block vacation week or be added to other time off.
- E. Requests for use of time coming shall be subject to the needs of the department including potential workloads and/or manpower requirements. The decision of the supervisor shall be final and not subject to the grievance procedure.
- F. When employees utilize compensatory time:
 - The employee will complete the appropriate Department form when utilizing any compensatory time (time coming). The same procedures will be followed as used to approve vacations and other time off. Vacation days and personal days will take precedence over time coming.
 - The time will be deducted from the employee's time coming accrual and from the actual overtime forms. Once an overtime slip's conversion to time coming has been used completely, the slip will be marked as so and may be kept for record purposes.
- G. If an employee leaves employment for any reason, any accrued time will be converted back to overtime hours and will be submitted for payment.

ARTICLE 28 - WORKER'S COMPENSATION

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

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

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

the employee is able to perform such duties. Reinstatement shall be subject to the provisions for seniority rights and other employment restrictions contained in this contract.

- A. The right to reinstatement to the employee's former position terminates when any one of the following events occurs:
 - 1. A medical determination by the attending physician or finding by the Labor Commissioner that the employee cannot return to the former position of employment;
 - 2. The employee accepts employment with another employer;
 - 3. Eighteen months from the date of injury.
- B. The right to reinstatement under RSA 281-A: 25-a shall not apply to an employee hired on a temporary basis as a replacement for an injured employee.

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

ARTICLE 29 - VACANCIES

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

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

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

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

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

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

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

ARTICLE 30 - WORK POLICIES & REGULATIONS

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

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

ARTICLE 31 - RETIREMENT SYSTEM

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

ARTICLE 32 - DEPARTMENT SENIORITY

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

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

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

ARTICLE 33 - LAYOFFS, RECALLS, & ELIMINATION OF POSITIONS

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

Recalls: Management reserves the right, power, and authority to recall employees from layoff status as deemed necessary. The names of employees laid off will be maintained on a recall list for one (1) year from the date of such layoff and such employees will be offered their job classifications, if the same exists, in the event of a recall. When making any recalls from layoffs, the primary determining factors that will be considered are job performance, absenteeism record, and the workload & the number of personnel within a particular bureau,

division, or shift. If the listed factors are the same when considering recalls from layoffs, the full-time continuous date of employment with the Nashua Police Department will be considered. Management shall notify the employee by registered mail of being recalled no earlier than two (2) weeks before the recall date. If an employee fails to return to work on the date as indicated by management when recalled from layoff status, he shall be considered to be resigned from employment with the Nashua Police Department.

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

ARTICLE 34 - BULLETIN BOARD

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

No other material or information shall be posted without approval by the Chief. Upon the Chief's written request, the Union shall promptly remove any material which is offensive or detrimental to the Union/Management relationship. The Union will periodically, or upon the Chief's request, review all posted material and remove material which is no longer pertinent.

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

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

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

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

ARTICLE 36 – EMERGENCY LEAVE

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

- A. With prior approval, and at the discretion of the Chief of Police or his designee, Emergency Leave shall be granted to employees and shall be charged first against the employee's accumulated sick leave and then against the employee's accumulated vacation leave.
- B. An employee may be granted an extension of up to two (2) weeks of Emergency Leave at the sole discretion of the Chief of Police.
- C. Any request for extension shall be in writing and shall set forth in detail the reasons therefor. An employee may be granted additional extensions of Emergency Leave at the sole discretion of the Chief upon written request as set out above.
- D. Disputes concerning Emergency Leave shall not be subject to the Grievance Procedure.

ARTICLE 37 – WAIVER

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

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

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

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

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

AVAILABLE FUNDING:

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

- A. Said amount is on a first come, first serve basis. In order to receive reimbursement for that fiscal year, the Financial Services Division must receive any previously approved requests, along with the grade, by June 15th of that fiscal year. Any requests for reimbursements received after June 15th may be charged to the next fiscal year's allotment.
- B. Once the \$1,200 cap is expended, the educational benefit (tuition reimbursement) is no longer available to employees covered under this Agreement.
- C. Any portion of the allocated funds for education reimbursement which are not expended during a fiscal year shall not carry over to the next fiscal year.

COURSE REIMBURSEMENT CRITERIA:

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

- A. **Degree/Certificate Program:** The course selected by the employee must be part of a degree or certificate program and approved by the Chief or designee prior to enrollment.
- B. **Accredited:** The course must be taken at an accredited college or university.
- C. **Satisfactory Grade:** The employee must receive a passing grade of "C" (or its equivalent) or better.
- D. **Job-Related:** The degree or certificate program must be job-related. The final decision of whether or not the degree or certificate program is job-related shall be determined solely at the discretion of the Chief.

BOOKS AND/OR RELATED FEES:

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

MANDATED TRAINING:

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

PROFESSIONAL AFFILIATIONS/LICENSING:

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

GRIEVANCE POLICY:

This article shall not be subject to the grievance procedure.

ARTICLE 39 - TERM OF AGREEMENT

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

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

This Agreement is dated _____, 2020

NASHUA POLICE COMMISSION

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

WITNESSES:

