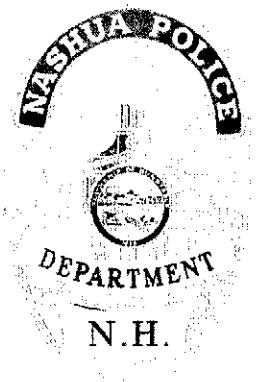

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA BOARD OF POLICE COMMISSIONERS

AND

UAW PROFESSIONAL EMPLOYEES OF NASHUA POLICE DEPARTMENT

July 1, 2009 – June 30, 2011

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ARTICLE 1
PREAMBLE/AGREEMENT

Pursuant to New Hampshire RSA 273-A, and other applicable laws and statutes, this Agreement has been entered into by the Nashua Board of Police Commissioners (hereinafter the "Commission"), and the UAW Professional Employees of the Nashua Police Department, Local #2232, the full and part-time professional, technical, and supervisory civilians of the Nashua Police Department, as listed under the current PELRB Certification of Representative, (hereinafter the "Union"), but excluding Merit Employees. Both parties agree to be bound by the provisions of this Agreement.

ARTICLE 2
RECOGNITION

As defined in Article 1 above, the Commission recognizes, in accordance with RSA 273-A only, the Union as the sole and exclusive representative for the included civilian employees of the Nashua Police Department, excluding employees serving their initial probationary period as defined in Article 3 of this contract, for the purposes of collective bargaining with respect to terms and conditions of employment as defined under RSA 273-A:1, XI.

ARTICLE 3
DEFINITIONS

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

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

C. **BOARD OF ALDERMEN**: The legislative body of the City of Nashua that approves cost items (any benefit acquired through collective bargaining).

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

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

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

G. **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.

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

I. **MANAGEMENT**: The Nashua Board of Police Commissioners, the Chief of Police, a Deputy Chief, Bureau Commanders, or their designee.

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

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

L. **UNION**: UAW Professional Employees of the Nashua Police Department, Local 2232.

M. **PROBATIONARY EMPLOYEE:** An employee who has been hired, recently promoted, or transferred and serving a six (6) month probationary period. The probationary period may be

extended another six months (one-year total probationary period) due to the performance of the employee.

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

O. **NON-ESSENTIAL EMPLOYEE/PERSONNEL**: An employee that is not normally 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.

P. **PART-TIME EMPLOYEE**: An employee whose normal work schedule is 34 hours or less per week.

Q. **FULL-TIME EMPLOYEE**: An employee whose normal work schedule is 35 hours or more per week.

R. **FINANCIAL SERVICES DIVISION**: A Division within the Nashua Police Department responsible for the compensation of Department employees.

S. **MERIT EMPLOYEE**: A Nashua Police Department civilian employee who is not covered under this Agreement or any other collective bargaining agreements.

T. **DOMESTIC PARTNER**: An individual: 1) Who had a long-term intimate relationship with an employee; 2) who was living in the same household as the employee at the time of death; and 3), with whom the employee had an intent to remain in a long-term relationship. (This definition only pertains to Article 18 – "Bereavement Leave.")

U. **EXECUTION DATE**: Is defined as the date when cost items contained within the tentative Collective Bargaining Agreement are approved by the Board of Aldermen, and the Collective Bargaining Agreement is signed by the parties.

V. **GENDER**: All references herein the Agreement referring to the masculine gender shall be considered to include the feminine.

ARTICLE 4
STABILITY OF AGREEMENT

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

ARTICLE 5
UNION MEMBERSHIP

A. According to RSA 275:1, "Union Membership," no person shall coerce or compel, or attempt to coerce or compel, any person into an Agreement, either written or verbal, not to join or become a member of any labor organization, as a condition or securing or continuing in any employment. 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.

B. Employees who are not members of the Union shall not be required to pay dues to the Union. Neither the Union nor the Commission shall discriminate in favor of, or against, any employee by reason of membership or non-membership in the Union.

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

ARTICLE 5A
AGENCY FEE

An employee who elects not to pay Union Dues shall pay an agency fee for services rendered by the Union commensurate with the employee's fair share apportionment for the cost of collective bargaining, contract administration and grievance adjustment. The City agrees to collect agency fees in the same method and manner as the collection of Union dues.

ARTICLE 6
UNION DUES

A. **Written authorization**: An employee, who is covered by this Agreement, may execute a written authorization providing that a portion of their basic monthly wages be withheld weekly and forwarded to the Union. Upon receipt of a properly executed Authorization and Assignment Form from an employee, the Commission or appropriate designee shall notify the City of Nashua's Chief Financial Officer or appropriate designee to deduct from wages due, the amount authorized. A copy of said form is attached as Appendix A.

B. **Check for Dues Deducted:** Each month, a check for the amount of all dues deducted, along with a current list of bargaining unit members from whose wages dues deductions have been made, shall be transmitted to the Treasurer of the Union. The Union will be responsible for providing a current name and address to the City to whom the dues deductions should be transmitted.

C. **Revocation of Authorization:** An employee who executes such authorization form shall continue to have such deductions made from his/her wages during the term of the Agreement or until he/she notifies the Commission or designee in writing, with a copy to the Union, that the Authorization and Assessment Form is being revoked, and the employee thus withdraws the authority for the deduction of dues.

D. **Dues Deductions:** 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.

E. **Termination of Deductions**: 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 Deduction Authorization.

F. **Indemnification:** The Union shall indemnify and save harmless the Commission, the Nashua Police Department, and the City of Nashua from any and all suits and damages arising out of, or in connection with, such dues deductions. Should there be a dispute between an employee and

the Union over the matter of an employee's Union membership, the Union agrees to hold the Commission, the Nashua Police Department, and the City of Nashua harmless in any such dispute.

G. **Voluntary V-CAP Deduction:**

1. During the life of this Agreement, the Department agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form (Appendix B); provided further, however, that the Department will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form.

2. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form together with the provision of this Article of the Agreement.

3. A properly executed copy of the "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Department and forwarded to the City's Payroll Department before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form which have been properly executed and are in effect.

4. Deduction shall be made, pursuant tot he forms received by the Department and forwarded to the City's Payroll Department, from the employee's first union dues period in the first month following receipt of the check-off authorization card and shall continue until the check-off authorization is revoked in writing. The City agrees to remit said deductions promptly to UAW V-CAP, in care of: ***Bank One, Dept. 78232, Article 23 Voluntary Exchange, P.O. Box 78000, Detroit, MI 48278-0232.*** The City may also remit said deductions electronically to Bank One.

5. The City further agrees to furnish UAW V-CAP with the name, address, social security number, and the date of last authorization of those employees for whom deductions have been made. The City further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each such employee's deductions. This information shall be furnished when a remittance is made on a CD, floppy disk, or magnetic tape in ACSII or some other common format conveniently available to the City's payroll/accounting systems.

ARTICLE 7
EMPLOYEE RIGHTS

A. It is agreed that the Commission and the Department will not:

1. Restrain, coerce, or otherwise interfere with its employees in the exercise of the rights conferred under Chapter 273-A;

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

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

4. Discharge, suspend, discipline, or otherwise discriminate against any employee because the employee has filed a complaint, affidavit or petition, or given information or testimony under RSA 273-A; and

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

6. Invoke a lockout;

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

8. Breach a collective bargaining agreement;

9. Make any law or regulation, or to adopt any rule relative to the terms and conditions of employment that would invalidate any portion of the Agreement.

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

ARTICLE 8
MANAGEMENT RIGHTS

A. 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 laws and the statutes of the Unites States and the State of New Hampshire and the Nashua City Charter and ordinances, including, but not limited to, the specific rights to:

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

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

3. Suspend, demote, discharge, and take other disciplinary actions against employees for just cause;

4. Issue, modify, and enforce rules and regulations which do not expressly violate the terms of this Agreement;

5. Determine the methods, means, and personnel by which Nashua Police Department operations are to be conducted, as well as to determine those operations;

6. Determine the job classifications and compensation based on a system which classifies positions based on the skill, effort, responsibility, and working conditions required;

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

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

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

B. 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.

C. 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
UNFAIR LABOR PRACTICES & STRIKES PROHIBITED

A. **Unfair Labor Practices**: It is agreed that the exclusive representative of the bargaining unit will not:

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

2. Restrain, coerce, or otherwise interfere with the Commission in its selection of agents to represent it in collective bargaining negotiations or the settlement of grievances;

3. Cause or attempt to cause the Commission or the Department to discriminate against an employee in violation of RSA 273-A:5, I (c), or to discriminate against any employee whose membership in the bargaining unit has been denied or terminated for reasons other than failure to pay membership dues;

4. Refuse to negotiate in good faith with the Commission;

5. Engage in a strike or other form of job action;

6. Breach a collective bargaining agreement;

7. Fail to comply with Chapter 273-A or any rule adopted under that Chapter.

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

B. **Strikes Prohibited**:

1. Strikes and other forms of job action by employees are hereby declared to be unlawful. 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.

2. The Commission or the Department shall be entitled to petition the superior court for a temporary restraining order, pending a final order of the PELRB under RSA 273-A:6 for a strike or other form of job action in violation of the provisions of Chapter 273 and may be awarded costs and reasonable legal fees at the discretion of the court.

ARTICLE 10
COLLECTIVE BARGAINING MEETINGS AND CONTRACTS

COLLECTIVE BARGAINING MEETINGS: The Department shall give representatives of the bargaining unit a reasonable opportunity to meet with the employer or the employer's representatives during working hours without loss of compensation or benefits [RSA 273-A:11, II]. However, so as not to interfere with an employee's job responsibilities that are crucial to critical Department operations, the following restrictions will apply unless otherwise instructed by the Chief of Police or the Deputy Chief, Executive Officer. Previously scheduled negotiations sessions may need to be rescheduled due to a specific situation.

A. No more than three (3) representatives of the Union shall be designated to attend collective bargaining meetings with the Commission or its representatives.

B. No essential employee, as defined under Article 3, entitled, "Definitions," shall attend negotiating meetings who is normally scheduled for duty during the time the meeting is being held.

C. No more than two (2) such representatives attending negotiating meetings shall be employees who are normally scheduled for duty during the time the meeting is being held.

D. No more than one (1) Union representative attending negotiation meetings shall be an employee who is normally scheduled for duty during the time the meeting is being held in the same bureau/division.

E. If there is only (1) employee who works in a bureau/division or the position is vital to Department operations due to emergency or critical situations, that employee shall not attend the negotiation meeting until the condition no longer exists.

DISTRIBUTION OF AGREEMENT TO EMPLOYEES:

A. Upon final execution of this Agreement, to include the proofreading of the final original documents three (3 originals will be provided as follows: 1 for the Commission; 1 for the Union; and 1 for the Nashua City Clerk). The Commission shall print and distribute (or distribute via e-mail), an initial copy of this Agreement to all employees within 30 days.

B. The City's Legal Department (Office of the Corporation Counsel) shall be responsible for complying with the legal obligation under RSA 273-A:16, whereby a copy of the Agreement reached as a result of collective bargaining shall be filed with the PELRB within 14 days after execution of said Agreement.

C. The Union shall be responsible for the distribution of a copy of the Agreement to all employees hired after the initial distribution of the Agreement.

ARTICLE 11
SHOP STEWARD/INVESTIGATION OF ISSUES

SHOP STEWARD/ALTERNATE SHOP STEWARDS:
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.

INVESTIGATIONS BY STEWARDS:
An off duty Shop Steward or Alternate Shop Steward shall investigate all situations/issues brought to his/her attention.

A. Union representatives normally conduct investigations and all other phases of grievance handling during off-duty hours.

B. 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.

NON-SETTLEMENT OF AN ISSUE:
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.

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

ARTICLE 12
GRIEVANCE PROCEDURE

DEFINITION:

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

DISCUSSIONS OF MINOR ISSUES:

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.

BASIC PROCEDURES TO FOLLOW FOR GRIEVANCES:

A. In the event that differences arise with respect to any provision of this Agreement, an earnest effort shall be made to settle such differences promptly in the following order and manner.

B. 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.

C. 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.

D. If the grievance is not answered within the time limits listed, the grievant and the Union may proceed to the next **STEP**.

E. A grievance may be filed on behalf of one or more employees.

SECTION A
GRIEVANCE PROCEDURE

STEP 1.

A. The employee or employees having the grievance and the Union will present the grievance in writing to his/her or their immediate supervisor within ten (10) calendar days of its occurrence or when the employee(s) should have reasonably known.

B. The supervisor will reply in writing to the grievant(s) and the union within ten (10) calendar days after the grievance is presented.

C. If the grievance is with the employee's/employees' immediate supervisor, he/she may go to **STEP 2**.

STEP 2.

A. Failing a settlement at **STEP 1** or expiration of the response time limit, the grievant(s) and the Union may present the grievance in writing to the Divisional Supervisor, Bureau Commander, or appropriate Deputy Chief within ten (10) calendar days after the reply in **STEP 1**.

B. If the grievance is with the employee's/employees' Divisional Supervisor, Bureau Commander, or Deputy Chief, he/she or they may go to **STEP 3**.

C. The Divisional Supervisor, Bureau Commander, or Deputy Chief will reply in writing to the grievant(s) and the Union within ten (10) calendar days after the grievance is presented in writing.

STEP 3.

A. Failing to achieve a settlement at **STEP 2** or expiration of the response time limit, the grievant(s) and the Union may present the grievance in writing to the Chief within ten (10) calendar days after the reply in **STEP 2**.

B. If the grievance is with the Chief of Police, the grievance will still start at **STEP 3**.

C. The grievant(s) and the Union will specify the following:

- The nature and facts pertaining to the grievance;
- The nature and extent of injury, loss, or inconvenience;
- The alleged violation of the Agreement;
- The basis for dissatisfaction with **STEPS 1** and **2;**
- The remedy that is desired;
- The signature of the grievant(s).

D. The Chief will reply to the grievant(s) and the Union 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/her return or until he/she has otherwise communicated a response through a designee. Due to emergency circumstances which leaves the Chief's incapacitated or unable to communicate a response, the Deputy Chief, Executive Officer, or an Acting Chief as assigned by the Police Commission will reply to the grievant(s) and the Union. It may also be agreed to go to the next Step.

STEP 4.

A. Failing to achieve a settlement at **STEP 3,** the grievant(s) and the Union may present the grievance in writing to the Board of Police Commissioners within ten (10) calendar days after the reply in **STEP 3**, which is the final step of the grievance procedure.

B. The grievant(s) and the Union will provide the same information as in **STEP 3**.

C. The Board of Police Commissioners will officially receive all grievances at its regular monthly scheduled meeting or a special meeting will be scheduled as determined by the Board's Chairman.

D. The Board of Police Commissioners will reply in writing to the grievant(s) and the Union within fifteen (15) working days after the grievance is presented during the scheduled Commission's regular monthly or special meeting.

STEP 5.

Failing to achieve a settlement at **STEP 4** or expiration of the response time limit, if the Union feels that the grievance has merit and that submitting it to arbitration is in the best interest of the Department and the grievant(s), the Union shall inform the Police Commission in writing of its decision to arbitrate within 30 calendar days after receiving the Commission's reply in **STEP 4**. The Union may submit the grievance to the Public Employee Labor Relations Board within thirty (30) working days after informing the Commission of its decision to arbitrate.

A. **Sharing of Expenses**: The Commission and the Union will share expenses incurred under **STEP 5** equally.

B. **Filing of Grievances by the Commission or its Designate:**

1. The Commission, or its designate, will have the right to file grievances against the Union and/or a member(s) thereof.

2. The grievance will be presented in writing to the Union and the employee(s), if applicable, within ten (10) calendar days of its occurrence, or when knowledge was obtained that a grievance existed.

3. The Union will reply within thirty (30) working days after the grievance is presented.

4. Failing a settlement between the Commission (or its designate) and the Union, the grievance may be presented to the Public Employee Labor Relations Board within sixty (60) working days after the reply.

C. **No Monetary Damages**: No party action under **STEP** 5 will have any power to award any monetary damages (other than back wages or lost benefits as outlined under this collective bargaining agreement), make any changes in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

SECTION B
FILING OF GRIEVANCES/REPRESENTATION OF GRIEVANT

The Union may file grievances on its own behalf, on behalf of its members, and if requested, on behalf of non-paying members. Any grievant may be represented at all stages of the Grievance Procedure by grievant(s) and by a representative selected and approved by the Union, if the grievant(s) desires. At all stages of the Grievance Procedure the grievant(s) has the right to hire a representative of their choosing,

other than the Union's representative; however, the grievant(s) will be responsible for all costs and shall be bound by all agreements, policies, and procedures as outlined under this Article.

SECTION C
PROCESSING OF GRIEVANCES

Each grievance will be processed separately under the Grievance Procedure.

SECTION D
EXTENSIONS OF TIME LIMITS

EXTENSIONS OF TIME LIMITS: 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. **Automatic Advancements of Grievances**: Unless otherwise designated under this Article, in all other circumstances, Management's failure to respond within the established time limits shall automatically advance the grievance to the next step.

B. **Failure to Respond by Union within Time Limits**: The Union's or grievant's/grievants' failure to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.

C. **Handling of Grievances During Off- and On-Duty Hours**: 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.

D. **No Payment of Overtime:** During any step involved in the grievance procedure, the grievant(s), union representatives, or witnesses for the grievant(s), shall not be paid overtime if not done during on-duty hours.

E. **Right to Withdraw:** The Union or the grievant(s) has/have the right to withdraw the grievance at any time during the proceedings.

ARTICLE 13
VACATIONS

ACCRUALS:

A. **Accrual Date:** Vacation time is accrued for any month in which the individual has been employed at least fifteen (15) calendar days, beginning the first of any month. The accrual rate is based upon continuous Department employment on the fifteenth of every month.

B. **Calculating Accruals**: The full- or part-time anniversary date of continuous City employment shall be used to calculate an employee's length of service with respect to paid vacation eligibility. Length of service shall be measured from the employee's most recent date of hire with the City.

C. **Full-Time Employees:** Full-Time employees shall accrue vacation in accordance with the following schedule:

1. 0-4 years of continuous service: **11 days per year**
2. 5-9 years of continuous service: **15 days per year**
3. 10-14 years of continuous service: **22 days per year**
4. 15-19 years of continuous service: **23 days per year**
5. 20 Years or more of continued service: **28 days per year**

D. **Part-Time Employees:** Part-time employees shall receive prorated vacation days and shall reach maximum accrual caps based on full-time accruals.

PROVISIONS:

A. **Completion Of Probationary Period:** After satisfactory completion of the probationary period as determined by the Chief of Police or designee, but not exceeding one (1) year and classification as a "regular employee," employees covered by this Agreement are eligible to take vacation leave.

B. **Part-Time Employees:** For the purposes of this article, vacation leave deductions during one workday shall be the employee's normal workday.

C. **Paid Absences Considered Time Worked:** Paid sick leave and absences for jury or military reserve duty are considered time worked for vacation accrual purposes.

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

E. **Payment of Accrued Vacation Leave to Non-Probationary Employees upon Resignation, Termination, or Layoff:** Any regular employee who resigns, is terminated, or is laid off is entitled to receive accrued vacation pay prorated to the date when active employment ceases. Up to a maximum of 2 times the annual amount of vacation accrual will be paid to the employee.

F. **Payment of Accrued Vacation Leave upon Retirement:** Any regular employee who retires, as defined under the NH Retirement System, is entitled to receive accrued vacation pay prorated to the date when active employment ceases. Up to a maximum of 2 times the annual amount of vacation accrual will be paid to the employee.

G. **Payment of Accrued Vacation Leave to Beneficiary or Estate:** All accrued vacation time shall be paid in a lump sum to the employee's beneficiary, as specified in writing by the employee on an approved form, if death occurs while employed by the Nashua Police Department. If the employee designates no beneficiaries, the accrued vacation leave will be paid to the employee's estate.

TRANSFERS FROM ANOTHER CITY BARGAINING UNIT OR OTHER CITY DEPARTMENT:

A. **Full-Time Employees**: If a full-time employee transfers from another City bargaining unit or other City Department, he/she shall be paid for all accrued vacation leave by the appropriate City Department and shall not transfer any vacation accruals. The full-time anniversary date of continuous City employment shall be used to calculate a full-time employee's length of service for accrual purposes.

B. **Part-Time Employees**:

1. Part-Time to Part-Time: If a part-time employee transfers from another City bargaining unit or other City Department and remains a part-time employee, he/she shall be paid for all accrued

vacation leave by the appropriate City Department and shall not transfer any vacation accruals. The part-time anniversary date of continuous City employment shall be used to calculate a part-time employee's length of service for accrual purposes.

2. Part-Time to Full-Time: If a part-time employee transfers from another City bargaining unit or other City Department and becomes a full-time employee, he/she shall be paid for all accrued vacation leave by the appropriate City Department and shall not transfer any vacation accruals. The full-time anniversary date of continuous City employment shall be used to calculate a full-time employee's length of service for accrual purposes.

LOSS OF ACCRUED VACATION TIME:

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

B. **Unpaid Leave of Absence:** During an unpaid leave of absence, an employee does not earn any vacation time.

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

REQUESTING USE OF VACATION TIME:

A. **Block Weeks:** In written form, from up to one year and at least three (3) weeks prior to the date of use (unless waived by the Chief of Police or designee), requests for the use of vacation shall be in 5-day blocks of an employee's normal schedule. Less senior employees, as outlined under Paragraph "D" below, shall check with senior personnel (if available) at least one week before submitting vacation requests to their appropriate supervisor for approval. The senior personnel have one week to notify the less senior employee that a conflict exists. The less senior employees shall document this process on the request from, including not receiving a response back from the senior employees within the one-week time frame if applicable.

B. **Individual or Half-Day Leave:** Employees are allowed to use vacation in one- or half-day increments of vacation leave at a time only upon approval of their Bureau Commander or designee. In written form, employees are to request individual vacation days at least 3 days prior to their use; however, supervisors may waive this time restriction.

C. **Responsibilities of Supervisors:** Potential workloads, manpower requirements, or any possibility of an emergency situation are considerations of a supervisor before approving usage, as well as the circumstances explained in Paragraphs "D" and "E" below.

1. Block Weeks: Upon receipt of the vacation request, supervisors will respond as soon as possible, but within two (2) weeks of receipt of the block week vacation request.

2. Individual Vacation Days: Due to the limited time frame of individual vacation days, supervisors will respond to the vacation request prior to the date of the requested use.

D. **Hierarchy to Resolve Conflicts**: If a conflict arises in the use of vacation time among personnel in the Bureau/Division, the Bureau Commander or designee will use the following hierarchy in order to resolve it:

Supervisors (Sworn & Civilian – As it relates under Paragraph "E" below.)
Assistant Supervisors
Senior Full-Time Employees
Junior Full-Time Employees
Part-Time Employees

E. **Number Allowed on Vacation at One Time/Availability of Police Officers:** The number of employees and police officers allowed on vacation within a Bureau or Division at one time shall be determined by the Chief or designee based on the positions held. The approval of employees on vacation within a Bureau or Division is normally not affected by the availability of police officers, except when certain conditions exist. The below are examples, but the conditions are not limited to the specific examples below.

1. Supervisory v. Assistant Supervisor: In the cases where a police officer is the Supervisor of the Division and the employee is the Assistant Supervisor of the Division, the employee, being an assistant supervisor, may or may not be approved to be on vacation the same time as the supervisor by the applicable authority. An example is the Communications Division Supervisor (police officer) and the Assistant Communications Division Supervisor (employee).

2. Performing the Same Job: In the cases where employees perform the same duties as police officers, and there is a minimum staffing requirement necessary to perform the essential duties that could not otherwise be performed by others outside of the Bureau/Division, the employee's vacation may or may not be approved if certain manpower conditions exist. An example is the Police Attorneys (employees) and Police Prosecutors (police officers) who perform the same prosecution duties in court. In this situation, minimum staffing requirements allow only two prosecutors to be on a block week vacation at any one time in any combination, and up to three which allows the approval of an individual vacation day under special circumstances as authorized by the applicable authority.

F. **Partial Vacation Leave – Family Medical Leave:** Employees may use partial vacation days in any increment for payment of time used for valid FMLA incidents.

G. **Approval of Vacation Leave Beyond Two Consecutive Work Weeks:** Except as approved by the Chief of Police or designee, employees cannot take more than two (2) consecutive work weeks of vacation at any one time.

H. **Final Approval:**

1. Verification by Financial Services Division: 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 Financial Services Division.

2. The appropriate form will be completed by the supervisor or employee, and forwarded to the appropriate Financial Services Division personnel.

   a. **Completion of Probationary Period**: Employees must complete six (6) months of continuous service before taking any accrued vacation time unless otherwise designated in this Article.

   b. **Time Available Before Use**: Employees will have the appropriate time accrued before use of vacation time is approved. Under special circumstances, an employee may be allowed to take vacation time if it has not yet been accrued if authorized by the Chief of Police or designee.

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

I. **Changed/Canceled Approved Vacation**: Once a vacation is approved and the dates are to be changed or canceled by the employee, the employee must reapply. The employee must complete the appropriate form canceling the vacation and the entire process began again.

J. **Recall of Vacation:** Any approved vacation is subject to recall by the Chief of Police or designee due to workloads, manpower requirements, and any emergencies that arise.

1. Non-Exempt Employees: Non-exempt employees shall be paid time and half of their regular rate of pay for a callback when on vacation and granted an equivalent amount off vacation time, but no less than one day, which may be banked for future use.

2. Exempt Employees: Exempt employees do not receive overtime for a callback when on vacation, but are granted an equivalent amount off vacation time, but no less than one day, which may be banked for future use.

ARTICLE 14
HOLIDAYS

GENERAL POLICIES:

There are eleven (11) paid holidays per calendar year, plus Presidential Election Day, every fourth year.

A. **Standard Holidays**: The following are standard holidays:

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

B. **Floating Holidays**: The remaining three (3) days 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.

C. **When Holidays are Celebrated**: Holidays that fall on Saturday are celebrated on Friday, and ones that fall on Sunday are celebrated on Monday.

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

FULL-TIME EMPLOYEES:
After completing the first thirty (30) calendar days of employment, full-time employees will receive a normal day's pay at their regular straight time rate for the above holidays. The 30-day period is waived for new employees who were previously employed full-time by the City for a period longer than 30 days and transferred to the Department without any break in service.

PART-TIME EMPLOYEES:
After completing the first thirty (30) calendar days of employment, part-time employees will receive a normal day's pay at their regular straight time rate for the above holidays. However, part-time employees

who are not scheduled to work on the holiday are not eligible for holiday pay. The 30-day period is waived for new employees who were previously employed full-time by the City for a period longer than 30 days and transferred into the Department without any break in service.

ARTICLE 15
UNIFORMS & DRESS CODE

GENERAL POLICIES:

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

UNIFORMS/SPECIALIZED APPAREL:

A. **Requirements/Specifications:** Certain employees are designated by the Chief of Police or designee to wear uniforms or specialized apparel. They shall conform to the uniform requirements and specifications as listed under the Nashua Police Department Rules and Regulations Manual.

B. **Initial Issue:** Upon employment with the Nashua Police Department, designated employees will receive an initial issue of uniforms or as determined by the Chief of Police or designee.

C. **Replacements:** Within budgetary allotments, needed replacement will be issued as authorized by the Chief of Police or designee.

CIVILIAN CLOTHING:
Employees permitted to wear civilian clothing shall conform to standards normally worn by office personnel in professional, private business firms unless otherwise directed by a supervisor. It will be at the discretion of the Chief of Police or designee to make a determination of acceptable or nonacceptable attire.

ARTICLE 16
INSURANCES & LONG-TERM DISABILITY:

MEDICAL & HEALTH INSURANCE

A. **Minimum Hours Restrict:** Health insurance is offered to all full-time employees or regular part-time employees, who work a minimum of twenty (20) hours per week.

B. **Part-Time Employees:** The cost for health insurance for part-time employees is pro-rated.

C. **Available Plans:** Except as otherwise provided in this Article 16, upon the request of an eligible member of the bargaining unit, the City shall provide the amount of the premium specified below for an individual, two-person or family plan, under one of the following plans offered by the City, if available, or a comparable plan if the following plan(s) are not available:

(a) Point-of-Service Plan

(b) Health Maintenance Organization (HMO)

(c) The City may make additional plans available to members with benefit levels and premium cost sharing determined by the City in its sole discretion, including, but not

limited to, carving out prescription benefits from a health insurance company to be managed by a Pharmacy Benefits Manager.

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers. 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.

D. **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" of "c" and may change to another plan during the normal group re-opening period.

E. **Comparable Plan Definition:** For purposes of this Article, a "***comparable***" plan means: no additional out-of-pocket increase to employees; no reduction in current benefits; and, that the plan includes at least ninety percent (90%) of the existing physician network, including hospitals and specialists.

F. **Birthday Rule:** Employees who are married to another employee of the city who also subscribes to a plan will be subject to the birthday rule. The birthday rule states, whichever spouse's birthday falls first in a calendar year, is designated as the subscriber to any health plan.

JOINT LABOR/MANAGEMENT COMMITTEE: For the duration of this Agreement, the parties to the Agreement agree to participate in a joint Labor/Management Committee to consider the performance of the aforementioned plans, any changes thereto, and to develop proposals to modify the health insurance programs offered by the City in order to control the costs of those programs for the benefit of the City and its employees.

CITY CONTRIBUTIONS:

A. For eligible members, effective January 1, 20068 and thereafter the City shall contribute 80% of the premium of option (a) and 90% of the premium of option (b). All plans offered by the City shall have the following minimum co-pays:

(a) Medical Visits - $10.00

Emergency Room Hospital Visits each year of the contract - $50.00

ENROLLMENT: New employees who wish to enroll in a health insurance program must enroll in one within the first thirty (30) days of employment. Current employees who want to change their carrier or to subscribe to another program can only do so during an annual "open enrollment" period.

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.

LIFE INSURANCE

GENERAL POLICIES: Employees who work at least thirty (30) hours per week may participate in the term life insurance program. The benefit is equal to one and a half (1.5) times an employee's annual base pay with the City paying one hundred (100%) percent of the premium.

OPTIONAL TERM LIFE: Optional term life is available at full cost to the employee.

WHOLE LIFE: Whole life is available at full cost to employees who work twenty (20) hours or more per week.

DENTAL INSURANCE

CONTRIBUTIONS: The City will pay one hundred (100%) percent of the premium for a one- or two-person dental plan such as Delta Dental. Employees electing to participate in a family plan will pay the difference between the cost of a two-person and a family plan.

PART-TIME EMPLOYEES: Regular part-time employees working a minimum of twenty (20) hours per week are eligible to enroll on a pro rata basis.

OPEN ENROLLMENT: Employees who wish to change carriers may do so during open enrollment.

LONG TERM DISABILITY (LTD)

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

ARTICLE 17
SICK LEAVE & SICK LEAVE BANK

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

FULL-TIME EMPLOYEES:

A. **Accruals per Month & Year:**

1. Sick leave is accumulated at 1.25 (10 hours) days per month for the 40-hour-a-week employee provided the employee is on payroll for the first fifteen (15) calendar days of any given month.

2. Total accumulation per year is 15 days (120) hours for the 40-hour-a-week employee.

3. For full-time employees who work 35 hours and over and up to 40 hours a week, they shall receive pro-rated sick leave benefits.

B. **Sick Leave Deductions:** For the purposes of this article, a one-day sick leave deduction shall be 8 hours for the 40-hour-a-week, eight-hours-a-day employee. For full-time employees who work

35 hours and over and up to 40 hours a week, shall have their normal work day deducted; i.e., 7½ hours for 37½ -hour-a-week employees, and 7 hours for 35-hour-a-week employees.

C. **Maximum Accrual - Employees hired prior to September 16, 2003:** Employees hired prior to 9/16/03 can accrue up to a maximum of ninety (90) days (720 hours) for the 40-hour-a-week employees.

Unlimited Accrual - Employees hired on or after September 16, 2003: Employees hired on or after 9/16/03 can accrue an unlimited amount of sick time.

PART-TIME EMPLOYEES:

A. **Deductions:** For the purposes of this article, sick leave deductions during one workday shall be the employee's normal workday.

B. **Pro-Rated Accruals:** Part-time employees who work 34 hours or less per week shall receive prorated sick day accruals and will reach maximum accrual caps based on full-time accruals for employees:

1. Maximum Accrual – Employees hired prior to September 16, 2003: Part-Time employees hired prior to 9/16/03 can accrue up to a maximum of prorated sick leave days equivalent to ninety (90) days for the 40-hour-a-week full-time employees.

2. Unlimited Accrual – Employees hired on or after September 16, 2003: Part-Time employees hired on or after 9/16/03 can accrue an unlimited amount of sick time.

C. **Death Payments For Part-Time Employees:** In the event of the death of an employee, the employee or the employee's beneficiary (as specified in writing by the employee on an approved form – Appendix C "Designation of Beneficiary Form") will be entitled to an amount or percentage as specified below of the unused balance of sick leave, calculated at the current rate of pay. If a deceased employee has not designated a beneficiary, the accrued sick leave will be paid the employee's estate.

1. Part-Time Employees hired prior to September 16, 2003: For employees hired prior to 9/16/03, their beneficiary or estate will receive 100% of the employee's sick leave balance (subject to the maximum accrual rate as outlined under this Article) accrued up to the date of retirement/death.

2. Part-Time Employees hired on or after September 16, 2003: For employees hired on or after 9/16/03, their beneficiary or estate will receive twenty (20%) percent of the employee's unused sick leave balance accrued up to the date of retirement/death.

GENERAL SICK LEAVE POLICIES:

A. **Completion of Probationary Period:** A newly hired Department employee is not entitled to payment for sick leave until completion of a six-month probationary period, and such payments may not be applied retroactively.

B. **Payment for Accrued Sick Time:** Employees must have the appropriate time accrued before use of paid sick time is approved. At no time shall an employee be paid sick time if it has not yet been accrued.

C. **Unpaid Leave of Absence:** During an unpaid leave of absence, an employee does not accrue any sick time.

USE OF SICK LEAVE:

Employees taking sick leave are required to follow the procedures as specified in the Department's Rules and Regulations Manual.

LOSS & REINSTATEMENT OF SICK LEAVE:

A. **Loss 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.

B. **Reinstatement of Sick Leave:** An employee who resigns but returns to employment within three (3) years will have his or her sick leave balance reinstated.

C. **Personal Yearly Sick Bank – Employees Hired Prior to September 16, 2003:** Employees hired prior to September 16, 2003, who are subject to a sick leave accrual cap as outlined under this Article, shall be allowed to accrue beyond the cap during a calendar year.

1. At the start of every new year, the sick leave accrual balance will be brought back to the employee's maximum accrual amount as outlined under this Article. Beginning in January of every year, employees will be able to again accrue sick days as outlined in this Article over and above their cap during the applicable calendar year, and the process will begin again.

2. Said accrued sick leave days over the specified cap shall at no time be allowed to carry into the ensuing calendar year.

D. **Abuse of Sick Leave – First Offense:** Full-time employees, who abuse sick leave, shall forfeit 80 hours (for 40-hour-a-week employees), 75 hours (for 37 1/2 hour-a-week employees), or 70 hours (for 35-hour-a-week employees) of accrued sick leave for a first offense. (If the entire 80, 75, or 70 hours as specified previously cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire 80, 75, or 70 hours can be deducted.) Part-time employees, who abuse sick leave, shall forfeit accrued sick leave for a first offense prorated based on full-time forfeitures contained within this paragraph.

E. **Abuse of Sick Leave – Second Offense:** For the second offense, full-time employees shall forfeit 96 hours (for 40-hour-a-week employees), or 90 hours (for 37 1/2-hour-a-week employees), or 84 hours (for 35-hour-a-week employees) of accrued sick leave. (If the entire 96, 90, or 84 hours as specified previously cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire 96, 90, or 84 hours can be deducted.) Part-time employees, who abuse sick leave, shall forfeit accrued sick leave for a second offense prorated based on full-time forfeitures contained within this paragraph.

DEATH/RETIREMENT PAYMENTS FOR FULL-TIME EMPLOYEES:

Upon retirement from the City or in the event of the death of an employee, the employee or the employee's beneficiary (as specified in writing by the employee on an approved form – Appendix C "Designation of Beneficiary Form") will be entitled to a percentage as specified below of the unused balance of sick leave, calculated at the current rate of pay. If a deceased employee has not designated a beneficiary, the accrued sick leave will be paid to the employee's estate.

A. **Employees hired prior to September 16, 2003:** Employees hired prior to 9/16/03 (or their beneficiary in cases of death) will receive 100% of the employee's sick leave balance (subject to the maximum accrual rate as outlined under this Article) accrued up to the date of retirement/death.

B. **Employees hired on or after September 16, 2003:** Employees hired on or after 9/16/03 (or their beneficiary in cases of death) will receive twenty (20%) percent of the employee's unused sick leave balance accrued up to the date of retirement/death.

SICK LEAVE BANK:

All non-probationary full-time and part-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 balance (Appendix D – "Sick Bank Transfer Form"). 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.

Employees shall hold harmless the Commission, the Department, and the City for any decisions made by the Sick Leave Bank Committee once installed.

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 a Deputy Chief or the Bureau Commander. In the absence of a Deputy Chief or the Bureau Commander, the Chief's designee may be the Divisional Supervisor. In the absence of the Divisional Supervisor, the Chief's designee may be the First Line Supervisor.

C. The "***Immediate Family***" is defined as below:

1. The immediate family includes an employee's spouse and the following relatives of the employee or their spouse: children, step-children, brother, step-brother, sister, step-sister, parents, step-parents, grandparents, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law, blood relative or ward residing in the employee's household.

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

FULL-TIME/PART-TIME EMPLOYEES:

Up to a maximum of three (3) consecutive days leave (of an employee's normal work day), beginning the day after the notification of the death, per occurrence shall be permitted to a regular full-time employee and a regular part-time employee for a death of a member of the immediate family of an employee.

GENERAL POLICIES:

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

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

C. If for reasons which would require out-of-state travel to the funeral services or due to the actual date of the funeral services, the Chief of Police or designee may allow a delay in the commencement of the three consecutive bereavement leave days for full-time/part-time employees.

D. At the discretion of the Chief of Police or a Deputy Chief, the three consecutive days may be broken up between the initial notification and the actual day of the funeral services.

EMPLOYEES ON AUTHORIZED LEAVE:

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

DISPUTES:

Disputes concerning Bereavement Leave shall be subject to the Grievance Procedure through STEP 3 at which point the decision shall be final and binding upon the parties.

ARTICLE 19
LEAVES OF ABSENCE

MILITARY LEAVES OF ABSENCE:

An employee who voluntarily or involuntarily enters into the Armed Forces is entitled to a leave of absence for the anticipated length of enlistment. The employee upon discharge is entitled to reinstatement to his or her previous position or a position of like status. Employees called to serve in the National Guard or Armed Forces Reserve are entitled to seventeen (17) days of paid leave of absence per Federal fiscal year (October 1st through September 30th). The employee will be required to submit verification of leave orders as evidence of the amount of pay received. Reservists called into active duty will be eligible for benefits in accordance to the Mayoral Memo dated October 5, 2001. A decision was made to treat all reservists equally, and any reservist called into active duty will be eligible for the following benefits:

A. **First Month's Wages**: The City will pay 100 % of the employee's first month's salary to ensure that family members not endure any financial hardship during this initial phase.

B. **Compensation Guidelines**: The City will pay the difference of whatever military compensation is paid to each reservist, provided it does not exceed 100% of one's monthly employment compensation, during all succeeding months up to five years that the employee may be on active duty.

C. **Health & Dental Insurance Premiums**: The City and the employee will continue to pay their respective share of health and dental insurance premiums associated with their respective plans up to five years, if requested.

D. **Seniority Rights:** The employee will maintain seniority rights up to a maximum of five years.

E. **NH Retirement System:** The City and the employee will continue to pay their respective share to the employee's retirement plan.

F. **Accrual of Vacation Leave:** Employees may accrue vacation leave for the first six months of active duty.

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

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

LEAVES OF ABSENCE (NON-FAMILY MEDICAL LEAVE REASONS):

A. **Requests for Paid or Unpaid Leaves**: With prior approval and at the sole discretion of the Chief of Police, an employee will submit to the Chief of Police through the chain of command a written request for a leave of absence for personal illness prior to the initial date of leave indicating the reason for the leave of absence and the duration of the leave. An employee may request to use available vacation and/or personal time.

B. **Benefits**: Employees on an unpaid leave of absence will not accrue benefit leave (vacation/sick).

C. **Leave Periods:** Employees with one (1) or more years of continuous service may be granted a leave up to one year. An employee with less than one year may be granted a leave up to thirty (30) days.

D. **Health, Dental & Life Insurances**: The City will continue to pay its share of health and dental insurances for an employee who is on an approved leave of absence. The City will continue to pay its share of health and dental insurances up to six (6) months for an employee who is on an approved unpaid leave of absence.

1. Health & Dental Insurances: The City will continue to pay its share of health and dental insurances for an employee who is on an approved paid leave of absence. The City will continue to pay its share of health and dental insurance up to six (6) months for an employee who is on an approved unpaid leave of absence.

2. Life Insurance: The City will continue to pay its share of life insurances up to six (6) months for an employee who is on an approved paid or unpaid leave of absence.

FAMILY MEDICAL LEAVE ACT (FMLA):

An employee, who is employed for at least twelve (12) months or has worked at least 1,250 hours during the prior twelve (12) month period, is eligible to take up to twelve (12) weeks leave of absence over a twelve (12) month period of time. FMLA leave is granted for the serious illness of the employee, spouse, the care of a minor child, the placement of a foster/adoptive child, the birth of a child, personal illness or the care of a parent, child or disabled child, who has a serious health condition. (Cite the General Order in the Department's Rules & Regulations Manual for additional language.)

TEMPORARY/REGULAR REPLACEMENT:

A. **Length of Unpaid Leave:** Unless otherwise designated by law, if the Department's operations are affected due to the length of an unpaid leave of absence for personal illness 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.

B. **Recovery:** If an 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/she will have preference over applicants outside the City to apply for any position within the City that he/she is qualified for.

C. **Termination:** If the employee cannot recover during the limitation period as described above, the employee shall be terminated.

ARTICLE 20
PERSONAL DAYS

GENERAL POLICIES:

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

B. The receipt and use of personal days pursuant to this article will change from a fiscal year to a calendar year basis. For the purposes of making this transition, effective July 1, 2009, employees on payroll or employees hired before October 1, 2009 will be entitled to two (2) personal days to be used between July 1, 2009 and December 31, 2009. Employees hired after October 1, 20098, but before December 1, 2009 will be entitled to one (1) personal day to be used on or before December 31, 2009.

C. Effective January 1, 2010, employees on payroll effective January 1st or hired before July 1st are entitled to three (3) personal days per year. Employees are entitled to a fourth personal day; however, said day shall be deducted from the employee's accrued sick leave. If there is no accrued sick time available, the employee may elect to take an accrued vacation day. If there is no accrued vacation time available, the employee is not eligible for a personal day.

D. Effective January 1, 2010, employees hired after July 1st are entitled to two (2) personal days and those hired between October 1st and December 1st are entitled to one (1) personal day.

E. Personal days cannot be carried over from one calendar year to another.

APPROVAL OF PERSONAL LEAVE:

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

PROVISIONS:

A. A personal day's approval is subject to potential workloads, manpower requirements, and any possibility of an emergency situation as determined by the Chief of Police or designee.

B. Once a personal day is approved and the date is to be changed or canceled by the employee, the employee must reapply.

C. 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.

D. Personal days shall not be taken more than two at a time unless approved by the Chief of Police or designee.

DISPUTES:

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

ARTICLE 21
WAGES

WAGE COMPENSATION RANGES:

A. **Wage Compensation Ranges:** The compensation range for each employee by grade and position range is set forth in this Article. Schedule A.

B. **Newly Hired or Transferred Employees:** Newly hired or transferred employees shall start at an appropriate wage within the hiring ranges set forth in Schedule B based upon labor grade assignment, pertinent years of experience that can be directly related to the new position's duties, as well as the wages of other Department employees in the same labor grade. Management reserves the right to determine the number of years of directly related experience based on the information supplied by the employee and verified by Management.

PAY INCREMENT INCREASES:

A. **New Hires:** The salary for new hires will remain in effect until such time as the individuals are eligible for pay increases. There will be no adjustment to the salary after the probationary period.

B. **Promotions:** Any newly hired employee or any employee promoted on or before December 31st of any calendar year will be eligible for pay increases as provided for in this article.

C. **Pay Increases:**

1. If pay increases are granted, employees who are hired between July 1st and December 31st shall be eligible for pay increases the following July 1st. Employees hired between January 1st and June 30th shall not be eligible for pay increases until the January 1st of the following calendar year.

2. .In the event that an employee has not completed a satisfactory evaluation on June 30th of a fiscal year, the supervisor may, at his or her discretion, extend the employee's evaluation period for a period not to exceed three (3) months. After the completion of that period, the supervisor will conduct an evaluation to determine if the employee has completed the goals for which he or she is being evaluated. If the employee then receives a satisfactory evaluation, he or she will eligible to receive the pay increase effective on the date of the reevaluation.

3. Only employees who are active employees on or after the date of signing of this collective bargaining agreement are eligible to receive pay increases.

D. **Fiscal Year 20010 (July 1, 20049 to June 30, 2010):**

Effective July 1, 2009, employees shall receive a 1% pay increase from the City of Nashua. Wage Schedule A (FY10).

E. **Fiscal Year 20010 (July 1, 2009 to June 30, 2010):**

Effective July 1, 2009 eligible employees who receive a satisfactory job evaluation on June 30, 2009 shall receive a 1.5% cost of living adjustment on July 1, 2009. Wage Schedule A (FY10).

F. **Fiscal Year 2011 (July 1, 2010 to June 30, 2011):**

Effective July 1, 2010, employees shall receive a 1% pay increase for the 2011 fiscal year from the City of Nashua. Wage Schedule A (FY11).

G. **Fiscal year 2011 (July 1, 2010 to June 30, 2011):**

Effective July 1, 2010, eligible employees who receive a satisfactory job evaluation on June 30, 2010 shall receive a 1.5% cost of living adjustment on July 1, 20010. Wage Schedule A (FY11).

H. The parties to this collective bargaining agreement agree that the provisions for pay increases contained in paragraphs "D" and "F" constitute a pay plan pursuant to RSA 273-A:12, VII.

PROMOTIONS:

The Chief of Police may at his/her discretion set the compensation for the selected employee at a higher amount than is set forth in Schedule B based upon the employee's new grade assignment (if any), years of relevant experience and employee's current wage level. The probation period is six (6) months unless otherwise specified in this Agreement.

DEMOTIONS:

Demotions may be voluntary or by administrative directive. Compensation shall be determined by crediting the employee with the number of years spent at the higher grade and the new grade assignment (if any), and considering the wages of other Department employees in the same labor grade.

CROSS-TRAINING, CAREER DEVELOPMENT PROGRAM, SCHOOLS, & TEMPORARY ASSIGNMENTS:

A. **Cross-Training/Temporary Assignments:** An employee may be transferred to assume the duties and responsibilities of a position classified higher or lower than his/her current position due to cross-training, the department's Career Development Program, or to temporary assignments to provide coverage due to vacations, illness, leaves of absence, vacancies, etc., as determined by the Chief of Police or designee.

B. **Permanent Assignments:** An employee may be assigned to assume the duties and responsibilities of a position in addition to his/her own due to lay-offs or reorganization, and this article does not apply to this situation. This situation shall follow the reclassification system if applicable.

C. **Temporary Assignments Beyond 120 Days:**

1. Under normal conditions, the cross-training or temporary assignment will not exceed 120 continuous days unless otherwise authorized by the Chief of Police.

2. Higher Labor Grade: If the cross-training/temporary assignment continues beyond the 120 continuous days and the employee continues to work in a higher classified position, he/she will be paid a wage difference equal to not less than five percent (5%) of his/her annual compensation (pro rated).

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

Wage Schedule A

				WAGE SCHEDULE A						
						FY10			FY11	
OB TITLE	GRADE	ANNUALPAY	PAYRATE	HOURS	1% PAY INCREASE	1.5% COLA	ANNUALPAY	1% PAY INCREASE	1.5% COLA	ANNUALPAY
OMESTIC VIOLENCE ADVOCATE	11	$35,509	$17.07	40	$355	$533	$36,397	$364	$546	$37,307
OLICE DEPT BUSINESS COORDINATOR	12	$45,535	$21.94	40	$456	$685	$46,776	$468	$702	$47,946
UILDING MAINTENANCE SUPERVISOR	12	$45,535	$21.94	40	$456	$685	$46,776	$468	$702	$47,946
PD COMPUTER SOFTWARE SPECIALIST	13	$51,340	$24.68	40	$513	$770	$52,623	$526	$789	$53,938
YSTEM SUPPORT SPECIALIST	13	$46,953	$22.59	40	$470	$705	$48,158	$482	$722	$49,362
UPERVISOR, POLICE FLEET	14	$57,967	$27.87	40	$580	$869	$59,416	$594	$891	$60,901
OMMUNICATIONS SYS ENGINEER/TECH	15	$71,747	$34.49	40	$717	$1,076	$73,540	$735	$1,103	$75,378
ECORDS MANAGER	15	$58,337	$28.05	40	$583	$875	$59,795	$598	$897	$61,290
EMD/CPC	15	$60,057	$28.89	40	$601	$901	$61,559	$616	$924	$63,129
OLICE ATTORNEY	16	$75,926	$36.50	40	$759	$1,139	$77,824	$778	$1,167	$78,769
OLICE ATTORNEY PART TIME	16	$57,340	$32.43	34	$573	$860	$58,773	$588	$882	$60,243
MANAGER/NETWORK ADMINISTRATOR	17	$69,309	$33.32	40	$693	$1,040	$71,042	$710	$1,066	$72,818
ADIO SYSTEMS MANAGER	17	$62,496	$37.80	32	$624	$936	$63,966	$640	$959	$65,565
		$736,222			$7,360	$11,074	$756,676	$7,567	$11,350	$775,593

Wage Schedule B

	FY10 Hiring Range		FY11 Hiring Range	
Grade	Minimum	Maximum	Minimum	Maximum
10	$ 27,697	$ 40,349	$ 28,112	$ 40,954
11	$ 31,101	$ 45,309	$ 31,568	$ 45,989
12	$ 33,731	$ 49,140	$ 34,237	$ 49,877
13	$ 36,843	$ 53,673	$ 37,396	$ 54,478
14	$ 40,387	$ 58,836	$ 40,993	$ 59,719
15	$ 44,413	$ 64,703	$ 45,079	$ 65,674
16	$ 48,410	$ 70,525	$ 49,136	$ 71,583
17	$ 52,766	$ 76,872	$ 53,557	$ 78,025
18	$ 57,516	$ 83,791	$ 58,379	$ 85,048
19	$ 62,691	$ 91,330	$ 63,631	$ 92,700
20	$ 68,958	$ 100,455	$ 69,992	$ 101,962

ARTICLE 22
WORK SCHEDULES

ATTENDANCE:

The effectiveness and efficiency of the Nashua Police Department require that employees report promptly for duty. Employees shall report to work at the appropriate starting time and shall devote their entire efforts to Department business during scheduled working hours. Unapproved or unexcused absences or tardiness is unacceptable and will result in appropriate disciplinary action.

WORK SCHEDULE:

A. An employee's work schedule is determined by the Chief of Police or designee based on the operational needs of the City/Department. The Department has the right to make changes in work schedules and assignments, as it deems necessary.

B. The Department shall make every attempt to notify affected employees in advance whenever possible.

C. This Articles does not limit employees requesting any changes to their work schedules, based on temporary or permanent person needs, to their appropriate Bureau Commander or designee; however, the Department reserves the management right and authority to determine employees' schedules based on operational needs of the City/Department.

ARTICLE 23
OVERTIME & FLEX TIME

Overtime will be compensated in accordance with the Fair Labor Standards Act (FLSA). Employees classified as exempt shall not be entitled to the overtime provisions set forth in FLSA.

WHEN OVERTIME IS ALLOWED:

A. **Full- & Part Time Employees Non-Exempt Employees:** Non-exempt, full- and part-time employees will receive time and one-half their regular rate of pay for all approved time worked in excess of 40 hours during a pay week, Sunday through Saturday.

B. **Called In From Home:** If a non-exempt employee gets called in from home to work, he/she shall receive at least a 3-hour minimum in overtime pay if over 40 hours in a week or a 3-hour minimum in regular pay if under 40 hours in a week. If the 3-hour minimum overlaps with regular duty time, additional pay shall be only for hours worked in excess of the regular duty schedule.

C. **Exempt Employees:** Exempt positions are not eligible for overtime. However, exempt personnel may be allowed flextime off by their appropriate supervisor within thirty (30) days of the overtime worked in exchange based on each situation; i.e., if called in to work due to emergencies; due to the number of hours worked in a day; etc.

SUBMISSION OF OVERTIME SLIPS:

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

FLEXTIME – EXEMPT EMPLOYEES:

A. **Purpose:** Flextime or flexible hours program refers to the replacement of fixed arrival and departure times by a schedule of working hours chosen by employees within the parameters established by the Chief of Police or designee. Flextime is the option of working a shorter tour of duty on one day to offset a longer tour of duty on another day in the same workweek due to Department assignments or job responsibilities.

B. **Exempt Employees:** Only employees who are exempted from the provisions of the Fair Labor Standards Act (FLSA) shall be eligible for flextime.

C. **Approval of Flextime**: Flextime must be approved by the appropriate supervisor or designee before the employee is allowed to change his/her duty hours.

DISPUTES:

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

EMERGENCY COVERAGE & SITUATIONS:

A. **Emergency Coverage:** Non-exempt and exempt personnel may be called in to provide emergency services or coverage due to emergencies on their normal days off or to work other shifts.

1. Non-Exempt: Non-exempt personnel shall report to work when called in and shall receive overtime (time and one-half rate) or regular rates as outlined in this Article.

2. Exempt: Essential exempt personnel shall report to work during time off and may be allowed flextime as outlined under this Article.

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

ARTICLE 24
LUNCH TIME & COFFEE BREAKS

LUNCH PERIODS:

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

1. An hour (1) lunch (without pay);
2. A 1/2 hour lunch (without pay); or
3. A 20-minute lunch break (with pay).

B. An employee may be called back from a lunch break due to emergencies.

C. The Bureau Commander or designee will allow an additional lunch break to be taken if conditions allow this to occur.

BREAKS:

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

B. One break may be taken before and one may be taken after the lunch break period as the work schedule allows.

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

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

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

ARTICLE 25
COMPENSATORY TIME (TIME COMING)

NON-EXEMPT EMPLOYEES:

Non-exempt employees may convert overtime worked, but not less than one hour of overtime at a time, into a maximum amount of 16 time coming hours.

EXEMPT EMPLOYEES:

Exempt personnel do not receive time coming for time worked beyond their normal work hours; however, they may be allowed flextime as outlined under the Overtime Article.

GENERAL POLICIES:

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

A. **Calculating Conversion:** 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.

   1. Overtime Form: Employees will make out a Department Overtime form and mark their intention to have the time converted to time coming.

   2. Approval: Said form shall be submitted to the appropriate Bureau Commander or applicable supervisor for approval.

   3. Responsibility of Supervisors: As designated by the appropriate Commander or applicable supervisor, each Bureau or other organizational component will maintain the slips and make the necessary additions and subtractions as necessary to maintain a current total to the maximum amount as specified below.

B. **Maximum Balance**: Full-time employees may only have a maximum amount of 16 time coming accumulated hours at any one time. Any overtime slips submitted for accrual purposes which bring the total accrued amount beyond the 16 hours will be submitted by the appropriate supervisor or designee through the normal process for overtime payment to the employee. For each Department Overtime Form, there will be no splitting of the overtime between time coming and overtime payment when submitted by the employee for conversion to time coming.

C. **Time/Date Limits:** Said time must be used within 3 months of the accrual date, but may not be carried over from one calendar year into the next.

D. **Responsibility of Supervisors – Expired Time Coming:** If a slip becomes outdated, but the employee has taken partial time coming hours, the time taken will be deducted by the member's appropriate supervisor or designee and the remaining time will be converted back to normal overtime for payment.

UTILIZING COMPENSATORY TIME:

When employees utilize compensatory time:

A. **Department Form:** The employee will complete the appropriate Department form when utilizing any compensatory time (time coming). The same procedures will be following as vacations, etc.

B. **Deductions:** 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.

C. **Termination of Employment**: 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 26
WORKERS COMPENSATION

GENERAL CITY POLICIES:

A. **State RSA/City's Worker's Compensation Insurance:** 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. All employees are covered by the City's worker's compensation insurance. The cost of this coverage shall be paid entirely by the City.

B. **Notification to Supervisor/Completion of Paperwork:** In the event an employee is injured on the job, he or she must give immediate notice to their supervisor and complete the required paperwork.

C. **Supplementing Worker's Compensation Payments:** The employee may choose to supplement his or her worker's compensation payment utilizing available benefit leave balances.

D. **Accruing Benefits:** Employees will continue to accrue full benefits while receiving worker's compensation benefits.

VOCATIONAL REHABILITATION (RSA 281-A:25):

The City of Nashua shall follow the State Law under RSA 281-A:25.

ALTERNATIVE WORK OPPORTUNITIES (RSA 281-A:23-b):

The Department shall follow the State Law under RSA 281-A:23-b regarding the development of temporary alternative work opportunities for injured employees.

REINSTATEMENT OF EMPLOYEE SUSTAINING COMPENSABLE INJURIES/ REPLACEMENTS (RSA 281-A:25-a):

For employees who have sustained an on-duty injury, the Department shall follow the State Law under RSA 281-A:25-a entitled, "***Reinstatement of Employee Sustaining Compensable Injuries.***"

A. **Temporary Replacement:** Unless otherwise designated by State or Federal law, during the time an employee is disabled from performing the duties of his/her 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.

B. **Permanent Replacement:** Unless otherwise designated by State or Federal law, after the 18-month period if the person is still unable to return to his/her position, he/she 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/she may apply for any vacant position within the Department for which he/she is qualified for.

ARTICLE 27
VACANCIES

GENERAL POLICY:

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 City and Department procedures and Federal and State laws.

FILLING VACANCIES WITH CURRENT EMPLOYEES:

A. **Opportunity to Apply:** When filling vacancies for positions covered by this Agreement, current employees will be given the opportunity to apply for the position through a City Posting, to be evaluated for consideration purposes, and to participate in testing procedures if applicable.

B. **Promotions:** (Cite Article 21 – Wages for policies.)

C. **Demotions:** Employees may apply for vacant positions lower than their current grade, which would be considered a demotion. (Cite Article 21 – Wages for policies.)

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

- Extend the probationary period for an additional 6 months;
- Permit the employee to bid on another vacancy for which he/she is qualified, or,
- Return the employee to the position which he/she left if still vacant, or,
- To terminate the employee from employment with the Nashua Police Department.

ARTICLE 28
WORK POLICIES & REGULATIONS

GUIDELINES FOR DEPARTMENT OPERATIONS:

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 or other written or unwritten procedures/policies.

STANDARDS OF CONDUCT:

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, either on or off duty, which may tend to reflect unfavorably upon the employee, City or Department.

ARTICLE 29
RETIREMENT SYSTEM

Employees who work thirty-five (35) hours or more per week are mandated to join the NH Retirement System (NHRS).

ARTICLE 30
SENIORITY

DEFINITIONS:

A. **City Seniority:** "City seniority" is defined as continuous service either from the date of hire or rehire and is used for accrual purpose only.

B. **Department Seniority:** "Department seniority" is defined from either the date of hire or transfer into the Department and shall be given due consideration with regard to choice of vacations and layoffs.

SENIORITY POLICIES:

A. **Conflicts**: In the event of a conflict, the last names of the two parties shall be considered alphabetically and placed accordingly. Such placement shall determine City and/or Department seniority. In these cases, if an individual's last name changes after their date of hire, their seniority date shall not be affected, but shall remain as was originally established.

B. **Department Supervisors**: Department supervisors who work in the same bureaus or divisions as other civilians in this or other bargaining units or who are Merit Employees shall have seniority over other civilians due to their positions. This also includes Assistant Supervisors; however, the Supervisor has seniority over the Assistant Supervisor.

C. **Full-Time vs. Part-Time Employees**: Full-time employees shall have seniority over part-time employees.

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

ARTICLE 31
LAYOFFS, RECALLS, & VOLUNTARY RESIGNATIONS

LAYOFFS:

A. **Authority:** Management reserves the right, power, and authority to lay off employees within the Nashua Police Department as deemed necessary.

B. **Primary Determining Factors:** 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.

C. **Advanced Notification:** As a courtesy, the Department shall make every attempt to notify both the affected employee(s) and the Department Union Representative in advance whenever possible.

EMPLOYEE CLASSIFICATIONS:

A. **Regular Employee**: A full- or part-time employee who has completed a probationary period and whose funding is not paid by a grant.

B. **Temporary Employee:** A full- or part-time employee who has not completed a probationary period or who has completed a probationary period, but whose position is funded either in full or in part by a grant.

C. **Grant Employee:** A full- or part-time temporary employee who is paid either in full or in part through a grant for a period of time and is not guaranteed continued employment.

D. **Consultant:** A person who works full- or part-time at the Nashua Police Department, is not paid directly by the Department/City but an outside agency, does not receive any benefits from the Department, and is not part of the Bargaining Unit.

RECALLS:

Employees, who through no fault of their own are laid off from their position, will be placed on a recall list and given preferential consideration for like positions with due regard for City/Department seniority and past performance. Laid off employees will remain on an established list for a period not to exceed two years.

VOLUNTARY RESIGNATIONS:

Employees who fail to return to work when recalled from layoff upon official notice from the City, will be considered to have abandoned (voluntarily resigned) their position.

ARTICLE 32
BULLETIN BOARD

LOCATION AND POSTING OF UNION MATERIALS:

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.

APPROVAL, REMOVAL, & REVIEWING OF POSTED UNION MATERIALS:

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.

ELECTRONIC MAIL:

A. **General Policies:** Department services are provided to certain members/employees to support communications and exchanges of information. This access is a privilege which is revocable. Employees should not have any expectation of privacy with respect to any information transmitted, and such communications may be subject to the NH Right to Know Law. All electronic communications are also subject to the policies under the Department's Rules and Regulations Manual.

B. **Legitimate Business Purposes:** Electronic mail is to be used for legitimate business purposes. "*Legitimate business purposes*," includes the sending of union notices of meetings to the membership and any necessary electronic communications during the negotiation process among the Union Bargaining Team Members.

C. **Approval of the Chief of Police:** Any other uses not defined under Paragraph "B" above, shall be brought to the attention of the Chief of Police or a Deputy Chief in his/her absence for approval prior to the electronic communication being sent to the Union membership.

ARTICLE 33
PARTIAL INVALIDITY, SEPARABILITY, & COMPLIANCE WITH LAWS

INVALID OR UNENFORCEABLE PROVISIONS WITHIN THE AGREEMENT:

A. **Applicable Law:** 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.

B. **Court, Board, or Other Authority:** 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.

AGREEMENT IS SUBJECT TO ALL PERTINENT FEDERAL, STATE, AND LOCAL LAWS/ ORDINANCES:

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 34
EDUCATIONAL REIMBURSEMENT, MANDATED TRAINING, & PROFESSIONAL AFFILIATIONS/LICENSING

AVAILABLE FUNDING:

The Commission shall allocate an amount of $3,000 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 15. Any requests for reimbursements received after June 15 may be charged to the next fiscal year's allotment.

B. Once the $3,000 cap is expended, the educational benefit (tuition reimbursement) is no longer available to employees covered under this Agreement.

COURSE REIMBURSEMENT CRITERIA:

The maximum amount the Department will pay per class is $800 during fiscal year 2010 and $900 during fiscal year 2011. Only one class 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 35
EMERGENCY LEAVE & PERSONAL TIME

EMERGENCY LEAVE

GENERAL PROCEDURES:

A. **Designation of Leave**: Emergency Leave is designated as an unforeseen crisis situation that arises that is not considered as any other type of leave contained within this bargaining agreement such as sick leave, family medical leave, etc.

B. **Definition**: For the purpose of this Article, the words "***emergency leave***" means time when an employee is excused from active duty for emergency reasons.

C. **Deduction from Sick Leave:** Said time is deducted from the employee's accumulated sick leave.

D. **When Sick Leave is Not Available**: If no sick leave is available, the employee is not eligible to receive an emergency leave day, unless the employee opts to take an available accrued vacation day.

E. **Part-Time Employees:** Only upon the discretion of the Chief of Police (or a Deputy Chief in the Chief's absence) will a part-time employee be allowed to take a day off for emergency leave without pay.

APPROVAL OF LEAVE:

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

EXTENSIONS OF EMERGENCY LEAVE:

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

DISPUTES:

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

PERSONAL TIME

DEFINITION:

"***Personal time***" is defined as a special situation that arises that is not considered as any other type of leave contained within this bargaining agreement such as a Personal Day, Family Medical Leave, etc.

FULL-TIME NON-EXEMPT EMPLOYEES:

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

REGULAR PART-TIME EMPLOYEES:

At any one time the minimum time allowed will be thirty (30) minutes, and the maximum time allowed is two (2) hours. Such time shall not exceed four (4) hours in a calendar year and shall be deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive Personal Time.

REQUESTING PERSONAL TIME:

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

APPROVAL OF PERSONAL TIME:

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

DISPUTES:

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

ARTICLE 36
WAIVER

RIGHTS DURING NEGOTIATIONS:

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.

NO OBLIGATION TO REOPEN CONTRACT NEGOTIATIONS FOR ANY SUBJECT OR MATTER:

A. **Matters Referred to or Contained Within 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.

B. **Matters Not Referred to or Contained Within 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.

SUPERSEDING OF ALL PREVIOUS WRITTEN/ORAL AGREEMENTS OR UNDERSTANDINGS:

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 37
DEFERRED COMPENSATION PROGRAM

A Deferred Compensation Program is eligible to employees as long as it is offered by the City of Nashua and no additional costs are incurred by the Department as a result of employee participation in the Program.

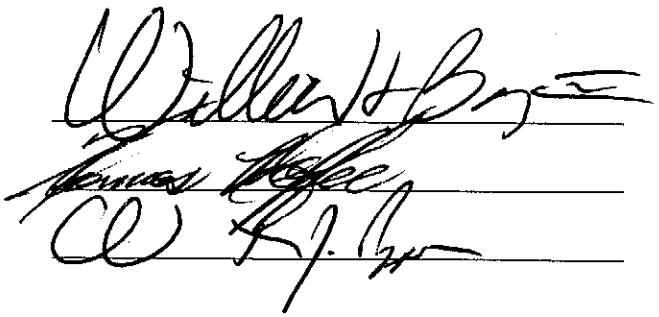
ARTICLE 38
DURATION OF AGREEMENT

This Agreement between the Union and the Department is a two-year agreement, commencing on July 1, 2009 and expiring at midnight on June 30, 2011. A party desiring to negotiate a successor agreement

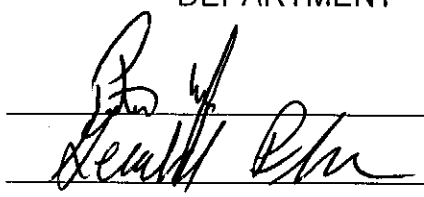
hereto shall give notice to the other party at least one hundred eighty (180) days in advance of the expiration date hereof. If such notice is given, the parties shall negotiate a successor agreement in good faith in advance of the expiration hereof if possible, and, if said successor agreement has not been executed prior to said expiration date, then the parties shall conduct themselves in accordance with the principal of "status quo", or as otherwise required by law.

AGREED to by and between the parties at Nashua, New Hampshire, as evidenced by the signatures of their duly authorized representatives, set forth below, this _____ day of October, 2009.

NASHUA BOARD OF POLICE COMMISSIONERS



UAW PROFESSIONAL EMPLOYEES OF NASHUA POLICE DEPARTMENT



WITNESSES:

_____ _____

_____ _____

APPENDIX #A:

AUTHORIZATION FOR CHECK-OFF OF DUES

OPEIU AFL-CIO 494

TO THE _____ COMPANY Date _____

I hereby assign to Local Union No. _____ International Union, United Automobile, Aerospace and Agricultural Impl ment Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployme benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future emplo

ment by you), such sums as the Financial Officer of said Local Union No. _____ may certify as due and owing from m as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established fro time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upo between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delive hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorizati and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for t period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be short unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than t (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between t Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 19 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FE ERAL INCOME TAX PURPOSES.

_____

Type or print name of Employee here

_____

Signature of Employee here

_____

Address of Employee

_____

City State Zip

_____

Date of Signature Employee Clock Number Soc. Sec. #

_____

Date of Delivery to Employer

APPENDIX #B:

AUTHORIZATION FOR ASSIGNMENT AND CHECKOFF OF CONTRIBUTIONS TO UAW V-CAP

To: _____

Company Name

Pub. # C2000 - 2/00 - 40M

I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee, the sum of (check one)

❒ $1.00 ❒ $3.00 ❒ $5.00 ❒ Other

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to UAW V-CAP at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, and that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, that all UAW members may be eligible for V-CAP raffle drawings, regardless of whether they make a contribution to UAW V-CAP, and that monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fund-raising effort by the UAW and AFL-CIO.

I also understand that the guidelines for contributions to UAW V-CAP set forth above are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or my decision not to contribute.

Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes.

Name (Print) _____

Address _____

City _____ State _____ Zip _____

Local _____ Plant _____ Dept. _____

Signature _____ Emp.. No. _____

Soc. Sec. No. _____ Date. _____

UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorization from any candidate and no candidate is responsible for its activities.

APPENDIX #C:

UAW Professional Employees of the Nashua Police Department

DESIGNATION OF BENEFICIARY FORM

Date:_____

To: **Nashua Police Department**

I would like to designate the following individual(s) as my beneficiary for:

Accrued Sick Leave ☐

Accrued Vacation Leave ☐

Beneficiary #1

_____
(Name) (Relationship)

_____
(Address)

Beneficiary #2

_____
(Name) (Relationship)

_____
(Address)

_____
(Printed Name)

_____
(Signature)

Original: Personnel File
Copy: City of Nashua, HR Dept.

APPENDIX #D:

UAW Professional Employees of the Nashua Police Department

SICK BANK TRANSFER FORM

Directions: Eligible members will complete the form and submit it to the UAW Professional Employees of the Nashua Police Department Sick Bank Committee Chairman or other member of the Committee in his/her absence. The Chairman or designee will be responsible for taking the necessary actions to have the transfer take place and to monitor said transfer into the Sick Bank.

Date: _____

To: **City of Nashua, Payroll Department**

I would like to participate in the Sick Leave Bank of the UAW Professional Employees of the Nashua Police Department.

I wish to donate the following number of sick days to the Program: _____

_____
(Printed Name)

_____
(Signature)

SICK BANK COMMITTEE

_____
(Printed Name)

_____
(Signature)

Cc: UAW, NPD, Sick Bank Committee