COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA POLICE COMMISSION

AND

THE NASHUA POLICE SUPERVISORS ASSOCIATION

FY 10 and 11

July 1, 2009 – June 30, 2011

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PREAMBLE

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

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

ARTICLE 1
PURPOSE

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

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

ARTICLE 2
RECOGNITION

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

ARTICLE 3
DEFINITIONS

A. BOARD OF POLICE COMMISSIONERS: Police Commissioners appointed in accordance with Chapter 1, Section A-101, of the Nashua Revised ordinances.

B. ASSOCIATION: Nashua Police Supervisors Association

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

D. CITY: The City of Nashua, New Hampshire.

E. COMMISSION: The Board of Police Commissioners.

F. DEPARTMENT: The Nashua, New Hampshire, Police Department and its administrative staff.

G. EMPLOYEE: Supervisory Officers of the Nashua Police Department of the rank of Lieutenant and Sergeant.

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

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

J. MANAGEMENT/STAFF MEMBERS: The Commission, the Chief, the Deputy Chief of Operations, and Bureau Commanders.

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

ARTICLE 4
MANAGEMENT RIGHTS

A. The Commission, and its designees, shall retain all such rights, powers, and authority vested in it by virtue of the statutes of the State of New Hampshire including the following:

1. To control the management and administration of the department.

2. To hire, promote, transfer, assign, retain, and direct employees within the department.

3. To suspend, demote, discharge, and take other disciplinary actions against employees for just cause.

4. To issue, modify, and enforce Rules and Regulations which do not violate the terms of RSA 273-A:4 I (i).

5. To determine the methods, means, and personnel by which department operations are to be conducted.

6. To determine the content of Job Classifications.

7. To exercise complete control and discretion over its organizatio n and the technology of performing its work.

8. To determine the standards of selection for employment and the standards of service to be offered by the department.

9. To exercise managerial policy as set forth in RSA 273 -A:I, XI.

B. The foregoing are set out for purposes of illustration and not limitation; and, the Commission further retains all such rights, powers, and authority not otherwise specifically relinquished, restricted, or modified by the terms of this Agreement, whether exercised or not.

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

ARTICLE 5
ASSOCIATION MEMBERSHIP, DEDUCTION OF DUES, & FAIR SHARE

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

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

Dues Deduction:

A. An employee who is, or who may become, a member of the Association may execute a form (to be approved by the Commission) authorizing that a portion of his salary representing monthly dues, be withheld and forwarded to the Treasurer of the Association.

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

1. The deduction of such dues shall be made pursuant to the policies and procedures of the City.

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

C. An employee who executes such authorization form shall continue to ha ve such deductions made from his salary during the term of this Agreement or until he notif ies the Commission in writing, with a copy to the Association, that the Authorization and Assignment Form is being revoked and the employee thus withdraws the author ity for the deduction of dues. Dues deductions shall be made without cost to the employee or the Association.

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

E. Deductions shall automatically terminate upon the occurrence of any of the following events:

1. Termination of employment;

2. Demotion or promotion out of the bargaining unit;

3. Lay-off or reduction in force;

4. Revocation by the employee of Dues Authorization.

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

ARTICLE 6
EMPLOYEE RIGHTS

A. It shall be a prohibited practice for the Commission or the Department:

1. To restrain, coerce or otherwise interfere with its employees in the exer cise of the rights conferred by RSA 273-A.

2. To dominate or to interfere in the formation or administration of the Association;

3. To discriminate in the hiring or tenure, or the terms and conditions of employment of its em ployees for the purposes of en couraging or discouraging membership in the Association;

4. To discharge or otherwise discriminate against any employee because he has filed a complaint, affidavit, or petition, or given information or testimony under RSA 273-A;

5. To refuse to negotiate in good faith with the Association, including the failure to submit to the legislative body any cost item agreed upon in negotiations;

6. To invoke a lockout;

7. To fail to comply with Chapter RSA 273-A or any rule adopted under Chapter RSA 273-A;

8. To breach this Agreement;

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

B. It is agreed that employees have the following rights:

1. To be disciplined for just cause only;

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

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

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

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

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

   - Advise the employee that the answers to the questions will not be used against the employee in criminal proceedings;

- Order the employee to answer the questions under threat of disciplinary actions; and

- Ask questions which are specifically, directly, and narrowly related to the employee's duties or the employee's fitness for duty.

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

   - A written notice of the charge(s);

   - A gist of the allegations;

   - Possible disciplinary action(s) to be taken; and

   - An opportunity to be heard.

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

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

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

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

1. An employee may request a review be conducted of stale disciplinary documentation after a period of five (5) years for purging from his respective personnel file;

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

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

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

D. CLASSIFICATIONS: The employer shall provide job descriptions for all positions held by members of the Association. The employer will tell the Association of any changes job descriptions or classifications for positions held by members of the Association prior to the change taking effect.

ARTICLE 7
STRIKES, STOPPAGES, AND LOCKOUTS

A. During the term of this Agreement, neither the Commission nor the Department shall lock out any employees.

B. No employee shall, alone or in concert with any other person, engage in any s trike, stoppage, or refusal in the course of employment to perform his assigned duties; or to withhold, curtail, or restrict his services or otherwise interfere with the operations of the Department or encourage others to do so.

C. The Commission reserves the right to discipline any employee who participates in any activity which is in violation of this Article.

D. In the event of the occurrence of any act described in Section "B" above, it shall be the responsibility of the Association, within 24 hours of a request by the Commi ssion, to notify the Commission and employees, in w riting, of its disapproval of such actions and encourage employees to cease and desist therefrom and return to work immediately.

ARTICLE 8A
SHOP STEWARD/INVESTIGATION OF ISSUES

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

A Shop Steward or Alternate Shop Steward shall investigate all situations/issues brought to his attention. Association representatives normally conduct investigations and all other phases of grievance handling during off-duty hours. If the nature of the grievance is such that expedited handling will result in prompt disposition thereof without interference to department operations, or require the need to hire overtime personnel, or to reassign personnel from outside of headquarters to supply coverage, management, at its discretion, may allow investigation and processing thereof during working time.

If a settlement cannot be reached or settled amicably between the parties, the Grievance Procedure shall be followed.

It is understood that time spent by Association Stewards, Witnesses, or a Representative of the employee's choice in settling issues, processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and administrative hearings before appropriate authorities shall not be paid for if they are off duty. They shall only be paid for their regularly scheduled workweek.

ARTICLE 8B
GRIEVANCE PROCEDURE

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

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

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

SECTION A.

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

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

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

The grievant will specify the following:

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

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

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

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

SECTION A - GRIEVANCES AGAINST MANAGEMENT

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

SECTION B - GRIEVANCES AGAINST THE ASSOCIATION AND/OR MEMBER

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

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

SECTION C - GENERAL PROVISIONS

A. Each grievance will be separately processed und er the Grievance Procedure.

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

C. No party acting under **STEP 5** will have any power to award any monetary damages (other than back wages), make any changes in, mo dification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

D. The parties recognize that after **STEP 3** of the grievance procedure, additional time may be required by both parties to process the grievance. Notwithstanding the provisions of **STEP 3**, the parties may agree in writing to extend any of the time limits set forth in **STEPS 4** and **5** of the grievance procedure.

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

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

ARTICLE 9
SENIORITY

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

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

ARTICLE 10
VACATION

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

10 workdays..... After One Year of Service
15 workdays.....After 5 Y ears of Service
20 Workdays..... After 10 Years of Service
25 Workdays..... After 16 Years of Service
30 Workdays..... After 20 Years of Service

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

A. Vacation block weeks beg in on Saturday and continue through the week, inclusive of normal days off, until five (5) vacation days are reached.

B. A vacation block week will consist of five (5) vacation days within the block. Any time used between block weeks is considered vacati on time.

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

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

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

Callbacks:
An employee will be paid time a nd a half of his regular rate of pay for callback while on a vacation block week and granted an additional day, which may be banked for future use.

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

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

Maximum Accrual Amount:
An employee shall be allowed to accrue a maximum of forty (40) work days vacation. The cash value of such accrued vacation shall be paid in one lump sum (less appropriate withholding) at retirement or separation from the Department. Should an employee die while employed by the Department, his earned but unused vacation shall be paid to his estate.

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

ARTICLE 11
LONGEVITY

A. An employee with less than ten (10) years of service in the department shall receive a lump sum longevity payment of $300.00 the pay week following the employee's anniversary date.

B. An employee with ten (10) years of service in the dep artment shall receive a lump sum longevity payment of $500.00 the pay week following the employ ee's anniversary date. Employees with more than 10 years of service will receive an additional $50.00 each year thereafter.

C. Employees eligible to receive lo ngevity pay, who are not employed by the department on the anniversary date of any year, shall forfeit the right to all or any portion of longevity pay to which they otherwise would have been entitled.

D. For employees hired after May 12, 2003, or upon si gning of the Contract, employees shall not be eligible for longevity payments. N ote: Employees, who are promoted

and are eligible to be members of the bargaining unit, shall secure the same longevity benefit, if any, held at the time of such promotion.

ARTICLE 12
HOLIDAYS

The following days will be paid holidays for employees:

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

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

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

ARTICLE 13
CLOTHING ALLOWANCE

Annual Clothing Allowance:
The uniform allowance for each employee shall be as fo llows:

Fiscal Years 2010, 2011	$800.00

Allowable Purchases:
At the discretion of the employee, uniform allowance may be applied toward the purchase of either uniforms or job-related civilian attire. Employees shall maintain such clothing in good condition or replace the same as required at their own cost, except as otherwise provided by Department rules and regulations.

ARTICLE 14
MEDICAL & DENTAL INSURANCES AND LONG TERM DISABILITY PLAN
MEDICAL INSURANCE

Except as otherwise provided in this Article 14, upon request of an eligible member of the bargaining unit, the City shall offer individual, two-person, or family coverage under one of the following plans offered by the City, if available and, in addition to those plans may offer a comparable plan that may include carving out prescription benefits from a health insurance company to be managed by a Pharmacy Benefits Manager. For eligible members, the City shall contribute 80% of the premium for option (a) and 90% of the premium for option (b).

a) Blue Choice New England Point-of-Service Plan; or
b) A choice of HMO Blue or Harvard Pilgrim Health Care of New England

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

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

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

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

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

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

DENTAL INSURANCE:

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

A. Employees may request a family plan; however, the employee will be responsible for paying any differences in the 2-person plan premium versus the family plan premium through payroll deductions.

B. Any employee requesting initial membership in one of the plans may enter only during a specified enrollment period (group re-opening). Any employee desiring to select a different plan, after having enrolled in one of the plans, may make that selection only once during one (1) calendar year.

LONG-TERM DISABILITY:

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

ARTICLE 14a
WELLNESS REIMBURSEMENT ALLOWANCE

The Department shall pay employees $250.00 to maintain membership in a bona-fide health club, fitness club or any other athletic activity approved by the Chief of Police.

ARTICLE 15
LIFE INSURANCE

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

ARTICLE 16
EDUCATIONAL BENEFITS

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

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

B. The Commission will reimburse employees up to 50% of the tuition costs (all fees, excluding books) for courses successfully completed during the academic year under the following conditions:

1. The course selected by the employee must be approved by the Chief or his designee prior to enrollment.

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

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

4. The determination of whether or not the course is job-related shall be determined solely at the discretion of the Chief.

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

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

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

Educational Incentives:

A. On a yearly basis, employees shall be paid on the Thursday closest to December 1, a lump sum of $250.00 for attaining an Associates Degree, $750.00 for attaining a Bachelors Degree, and $1,000.00 for attaining a Masters Degree, J.D. or PhD.

1. The employees shall receive only one lump sum: ($250.00) for an Associates Degree no matter how many Associates Degrees the employee has, ($750.00) for a Bachelors Degree no matter how many Bachelors Degrees the employee has; and, only one lump sum ($1,000.00) for a Masters Degree, J.D. or PhD, no matter how many Masters, J.D. or PhD Degrees the employee has.

2. The employee shall receive only one incentive, which shall be the incentive for the highest degree earned.

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

This article shall not be subject to the grievance procedure.

ARTICLE 17
WORK SCHEDULE

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

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

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

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

1. Such days shall not be taken consecutively.

2. Days designated shall be submitted for approval to the Bureau Commander prior to 1 May, each year. Designated days may be changed only upon approval of the Bureau Commander.

ARTICLE 18
SICK LEAVE

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

A. For employees hired prior to May 12, 2003: Employees may accrue unlimited sick leave effective July 1, 1989.

B. For employees hired after May 12, 2003: Employees may accrue up to a maximum of 90 sick days. Any sick time accrued over 90 days will be forfeited. Note: Employees, who are promoted and are eligible to be members of the bargaining unit, shall secure the same sick leave accrual rate benefit held at the time of such promotion.

Retirement Cash Value:

A. For employees hired prior to May 12, 2003: The cash value of accrued and unused sick leave in the amount of one hundred, twenty (120) days shall be paid each employee eligible therefor at the time of retirement from the department with at least

twenty (20) years service with the Department or within the New Hampshire Retirement System as required by Statute. Any sick time accrued over 120 days will be forfeited.

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

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

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

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

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

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

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

Death Benefit To Estate:

A. For employees hired prior to May 12, 2003: Upon the death of an employee, a cash payment equivalent to the employee's accrued sick leave (not to exceed 120 days) shall be paid to the employee's estate.

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

Sick Leave Bank:

A. All sworn supervisors may maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave credits.

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

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

D. The Sick Leave Bank Article or the procedures and standards established by the Sick Leave Bank Committee shall not be subject to the grievance procedure.

ARTICLE 19
BEREAVEMENT LEAVE

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

Commencement of Bereavement Leave:
Such leave shall normally commence upon the day following the death of the immediate family member and shall consist of three (3) consecutive calendar days with pay. If for reasons which would require out-of state travel to the funeral services or due to the actual date of the funeral services, the Chief of Police may allow a delay in the commencement of the three consecutive bereavement leave days.

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

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

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

Domestic Partner:

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

B. For purposes of this Article, "domestic partner" is defined as an individual:

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

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

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

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

ARTICLE 20
EMERGENCY LEAVE

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

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

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

ARTICLE 21
PERSONAL DAYS

A "Personal Day" is a day for which an employee is excused from active duty for personal reasons. An employee may take a maximum of four (4) personal days per calendar year provided that:

A. Prior approval is obtained from the Chief of Police or his designee (potential workloads, manpower requirements, or any possibility of an emergency situation are considerations before initial approval of any usages of personal days); and

B. A written request has been submitted therefor to the Chief or his designee, no more than fifteen (15) or less than five (5) days prior to the date of such personal day. These time limits may be waived at the discretion of the Chief or his designee.

Personal Day Policies:

A. Any change or cancellation of an approved personal day, must be applied for in writing.

B. Approved personal days are subject to cancellation by the Chief or his designee to accommodate the needs of the department.

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

D. Personal days may be taken at two consecutive days at a time pending approval by the Chief of Police or designee.

E. Personal days are not accruable, nor shall they transferable to another calendar year.

ARTICLE 22
EXCHANGE OF WORKDAYS

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

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

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

ARTICLE 23
SHIFT EXCHANGES

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

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

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

ARTICLE 24
OVERTIME

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

Duty Callback Overtime:
Except as provided below, if an employee is called back to duty from off duty status, he shall be paid a minimum of three (3) hours at time and one-half except where such three (3) hours minimum overlaps the employee's regularly s cheduled tour of duty.

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

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

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

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

ARTICLE 25
COMPENSATORY TIME

Employees shall earn compensatory time off at the rate of one and one -half (1 1/2) hours for every hour worked on overtime. A maximum of sixteen (16) hours compensatory time may be accumulated.

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

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

ARTICLE 26
OUTSIDE DETAILS

Employees working outside details shall be paid at the hourly ra te of $38.75.

A $3.00 per hour premium shall be paid in addition, for all outside details where alcoholic beverages are served.

Once an employee is assigned and accepts an outside detail, he shall fill that detail or notify the Desk Sergeant on duty at least two (2) hours prior to the start of the detail of his inability to perform that duty. The time limit may be waived at the discretion of the Chief or his designee.

All outside details shall be compensated for at a minimum of four (4) hours at the abo ve rates.

Special police services requiring the service of three (3) or more special officers, may require that an additional officer be assigned to supervise the detail. The decision to assign an additional officer to supervise the detail and the select ion of that officer shall rest in the sole discretion of the Chief or his designee. In the event such officer is so assigned, that officer shall receive an additional $2.00 per hour compensation.

ARTICLE 27
COURT TIME

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

Department shall pay the employee one (1) hour of overtime compensation in ad dition to any other amounts due.

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

ARTICLE 28
WAGES

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

A. Fiscal Year 10 – July 1, 2009 to June 30, 2010:

1. Effective July 1, 2009, employees shall receive a 2 .5% cost of living increase (Lieutenant: $81,652.00; Sergeant: $75,407.00).

B. Fiscal Year 11 – July 1, 2010 to June 30, 2011:

1. Effective July 1, 2010, employees shall receive a 2 .5% cost of living increase (Lieutenant: $83,693.00; Sergeant: $77,292.00).

ARTICLE 29
BULLETIN BOARD

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

Any other material or information must first be approved by the Commission. The Association will promptly remove, upon the Commission's written request, material which is offensive or detrimental to the Association Commission relationship. The Association will periodically or upon the Commission's request review all posted material and remove that which is not longer pertinent.

ARTICLE 30
PARTIAL INVALIDITY AND SEPARABILITY

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

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

ARTICLE 31
WAIVER

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

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

ARTICLE 32
COLLECTIVE BARGAINING MEETINGS AND CONTRACT

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

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

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

ARTICLE 33
TERM OF AGREEMENT

This Agreement shall remain in full force and effect from midnight, July 1, 2009 until midnight, June 30, 2011.

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

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

This Agreement is dated 15th day of September, 2009.

NASHUA POLICE COMMISSION

Thomas Maffee, Chairman

William H. Barry, III, Clerk

Thomas J. Pappas, Commissioner

NASHUA POLICE SUPERVISORS ASSOCIATION

Thomas Macleod, President

Christopher Peach, Vice President

Bruce Hanson, Secretary

Francis Bourgeois, Treasurer

APPENDIX A
DUE DEDUCTION CARD FACSIMILE

AUTHORIZATION FOR CHECK-OFF OF DUES

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

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

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

I authorize the amount of $_____ per week be deducted from my payroll check.

_____ _____

Date *Signature*

_____

Social Security Number