

**SIDEBAR AGREEMENT TO COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**NASHUA POLICE BOARD OF POLICE COMMISSIONERS**  
**AND THE NASHUA POLICE PATROLMAN'S ASSOCIATION**

The parties to the above current Collective Bargaining Agreement, effective from July 1, 2011 through June 30, 2018, hereby make the following Side Bar Agreement and amend Article 27 "Outside Details". The struck through language is to be deleted and the underlined language added.

**ARTICLE 27**  
**OUTSIDE DETAILS**

**Part-Time Members:** Part-Time members are not eligible to work at any outside details.

**Compensation Rate – Full-Time Members:**

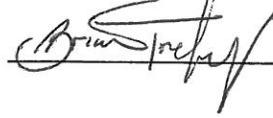
- A. Outside details shall be compensated at the hourly rate of \$43.75 (Effective 30 days after signing). Effective January 1, 2017, the outside detail rate shall be compensated at the rate of time and one half of the hourly rate of a Second Year Special Officer.
- B. A \$3.00 per hour premium will be added to the hourly rate for outside details where alcoholic beverages are served.
- C. Compensation shall be paid for a minimum of four (4) hours.
- D. The premium rate shall not be subject to pyramiding for the purpose of calculating overtime.
- E. Assignment Responsibilities: Members accepting and assigned to outside details shall fulfill such assignments, or notify the Desk Sergeant or appropriate on-duty Supervisor of their inability to fulfill the detail at least two (2) hours prior to the start of the detail. There shall be no penalty for failure to fulfill such detail provided that the member has designated an acceptable substitute willing to fulfill the detail. If an outside detail must be canceled due to a Department obligation and then the obligation is canceled, the member's name shall be put back on the top of the list to be considered for any open jobs.
- F. Repeated Cancellations:
  - 1. Repeated cancellations by members without two (2) hours notice shall be treated as set out below:
    - a. First cancellation shall result in ineligibility to be considered for outside details for a period of seven (7) calendar days;

- b. Second cancellation within a sixty (60) day period of the first, shall result in ineligibility to be considered for outside details for a period of fourteen (14) calendar days from the date of detail;
  - c. Third cancellation within a sixty (60) day period of the first cancellation shall result in ineligibility to be considered for outside details for a period of thirty (30) calendar days.
- 2. Any further cancellations, in addition to the above, shall result in the member's ineligibility to be considered for outside details for a period of one (1) year from the date of the first cancellation.
- 3. Cancellation within two (2) hours of scheduled outside detail shall be honored only for bona fide inability to report as the result of:
  - a. Verifiable illness;
  - b. Accident, or,
  - c. Other reason beyond the member's control and approved by the Chief or his designee.
- G. Any contractor who books a detail from the Nashua Police Department shall have up to one hour before the scheduled start time of that detail to cancel. The contractor will be responsible for paying a four hour minimum to the detail officer if the job is not cancelled prior to one hour of the scheduled start time.
- H. A pension differential shall be paid to qualifying members for work at an outside detail, whose date of hire recognized by the New Hampshire Retirement System is on or after 7/1/2011. This differential is calculated as the amount of the outside detail paid multiplied by the current Employer Contribution Pension Rate. The pension differential does not apply to members whose outside detail pay earnings are considered as earnable compensation for retirement. The pension differential will be charged to the outside detail customer along with any other compensation paid as a result of the outside detail.

For example: \$175.00 paid for four (4) hours of outside detail work performed at the rate of \$43.75 per hour, for a member hired on July 15, 2011, would receive  $\$175.00 \times 25.3\% = \$44.275$  (25.3% being the current Employer Contribution Pension Rate, effective through 6/30/2015).

Agreed to:

Nashua Police Supervisors Association:

  
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Date: 04-28-15

For the Nashua Police Commission:

  
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Date: 4/28/15