

7:15 PM

Aldermanic Chamber

or immediately after Special Board of Aldermen

1. ROLL CALL
2. PUBLIC COMMENT
3. COMMUNICATIONS
4. UNFINISHED BUSINESS

R-26-003, Amended

Endorsers: Alderman-at-Large Ben Clemons
Alderman Derek Thibeault
Alderman Patricia Klee
Alderwoman Vengerflutta Smith
Alderman-at-Large Michael B. O'Brien
Alderman-at-Large Amber Morgan
Alderman Thomas Lopez
Alderman-at-Large Lori Wilshire

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF \$15,000 OF ASSIGNED FUND BALANCE INTO DEPARTMENT 161 "STREETS", ACCOUNT 51300 "OVERTIME", AND \$40,000 OF ASSIGNED FUND BALANCE INTO DEPARTMENT 177 "PARKS", ACCOUNT 51300 "OVERTIME" FOR THE INTENDED PURPOSE OF COVERING EXPENSES RELATED TO THE CLEAN UP AND MAINTENANCE OF MAIN STREET, THE RIVERFRONT, AND THE LIBRARY WALK

R-26-007, Amended

Endorsers: Mayor Jim Donchess
Alderman Patricia Klee
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien
Alderman-at-Large Alicia Gregg
Alderman Richard A. Dowd
Alderman-at-Large Lori Wilshire

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000) FOR THE PUBLIC WORKS DIVISION GARAGE DESIGN

5. NEW BUSINESS – RESOLUTIONS

R-26-017

Endorsers: Mayor Jim Donchess
Alderman-at-Large Lori Wilshire
Alderman Richard A. Dowd
Alderman-at-Large Ben Clemons
Alderwoman Vengerflutta Smith
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman-at-Large Amber Morgan
Alderman Patricia Klee
Alderman John Sullivan
Alderman Tim Sennott
Alderman Thomas Lopez

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF POLICE COMMISSIONERS AND THE NASHUA POLICE PATROLMAN'S ASSOCIATION FROM JULY 1, 2026 THROUGH JUNE 30, 2030

6. NEW BUSINESS – ORDINANCES

7. TABLED IN COMMITTEE
8. GENERAL DISCUSSION
9. PUBLIC COMMENT
10. REMARKS BY THE ALDERMEN
11. ADJOURNMENT

AMENDED

R-26-003



RESOLUTION

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF \$15,000 OF ASSIGNED FUND BALANCE INTO DEPARTMENT 161 "STREETS", ACCOUNT 51300 "OVERTIME", AND \$40,000 OF ASSIGNED FUND BALANCE INTO DEPARTMENT 177 "PARKS", ACCOUNT 51300 "OVERTIME" FOR THE INTENDED PURPOSE OF COVERING EXPENSES RELATED TO THE CLEAN UP AND MAINTENANCE OF MAIN STREET, THE RIVERFRONT, AND THE LIBRARY WALK.

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua to appropriate \$15,000 of Assigned Fund Balance into Department 161 "Streets", Account 51300 "Overtime", and \$40,000 of Assigned Fund Balance into Department 177 "Parks", Account 51300 "Overtime", for the intended purpose of covering expenses related to the clean up and maintenance of Main Street, the Riverfront, and the Library Walk.



RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000) FOR THE PUBLIC WORKS DIVISION GARAGE DESIGN

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua are hereby authorized to issue and sell general obligation bonds of the City in an aggregate principal not to exceed three million dollars (\$3,000,000). The proceeds of said bonds shall be used for designing and equipping the Public Works Division Garage, and for the payment of other costs incidental and related thereto. The useful life of the combined project is twenty (20) years.

Pursuant to Nashua City Charter §54-a, this resolution requires a “duly advertised public hearing.” Also see N.H. RSA 33:9, which requires a 2/3 vote for passage of this resolution.

The bonds shall be general obligations of the City of Nashua, payable as to principal and interest from ad valorem taxes, which will be levied without limitation as to rate or amount on all taxable property within the territorial limits of the City of Nashua.

The bonds shall bear the manual or facsimile signatures of the City Treasurer and the Mayor. In accordance with Chapter 91 of the New Hampshire Acts of 2005, bonds issued pursuant to this resolution shall not require an authenticating certificate of a bank or trust company doing business in the State of New Hampshire or the Commonwealth of Massachusetts, or the Commissioner of Revenue Administration.

The bonds are to be issued in fully-registered form by means of a book-entry system or otherwise and shall have such terms and conditions and be in such form, subject to the provisions of this resolution and applicable law, as shall be determined by the Mayor and the City Treasurer.

RESOLVED FURTHER that the Mayor is authorized to enter into the required contracts therefor as well as any amendments to be made thereto or any other documentation necessary for the receipt of said funds.



RESOLUTION

**APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE NASHUA BOARD OF POLICE COMMISSIONERS AND THE
NASHUA POLICE PATROLMAN'S ASSOCIATION FROM JULY 1, 2026 THROUGH
JUNE 30, 2030**

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that the cost items of the attached collective bargaining agreement between the Nashua Board of Police Commissioners and the Nashua Police Patrolman's Association are approved. The collective bargaining agreement covers the period from July 1, 2026 through June 30, 2030.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-017

PURPOSE:

Approving the cost items of a collective bargaining agreement between the Nashua Board of Police Commissioners and the Nashua Police Patrolman's Association from July 1, 2026 through June 30, 2030

ENDORSER(S):

**Mayor Jim Donchess
Alderman-at-Large Lori Wilshire
Alderman Richard A. Dowd**

**COMMITTEE
ASSIGNMENT:**

Budget Review Committee

FISCAL NOTE:

The cost analysis is attached.

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the City of Nashua Board of Police Commissioners and the Nashua Police Patrolman's Association. The Agreement has a term of four years, commencing on July 1, 2026 and expiring on June 30, 2030. The Board of Aldermen must vote whether or not to approve the cost items of this contract within thirty (30) days of receipt. RSA 273-A:3 II (c).

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

Financial Services Division

By: /s/ Dawn K. Enwright

Approved as to form:

Office of Corporation Counsel

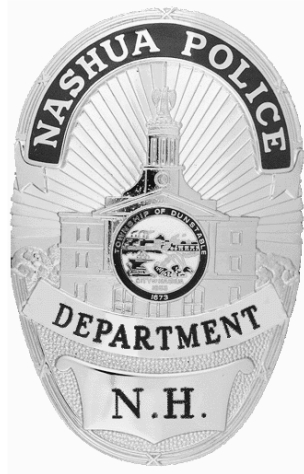
By: 

Date: 3/4/2026

City of Nashua
Police Patrolmen Contract Analysis
Employer Costs

2/5/2026

Line No.	Description	Base FY26	Proposed Contract Years			
			FY27	FY28	FY29	FY30
1	Number of Employees in Analysis	136	136	136	136	136
2	Negotiated Rank Base Salary Increases		4.00%	4.00%	3.50%	3.50%
3						
4	<u>Base Pay Calculations</u>					
5	Rank Pay including In Grade Promotions	\$ 10,811,520	\$ 11,362,462	\$ 11,847,236	\$ 12,383,287	\$ 12,874,281
6	Negotiated Rank Base Salary Increases	486,296	432,461	473,889	433,415	450,600
7	MPOII Existing Differential 2.5%	64,646	2,586	2,689	2,447	2,533
8	MPOII 1.5% Difference over MPOII (4%-2.5%=1.5%) (27)		\$ 39,285	40,857	42,287	43,779
9	MPOII >20 YRS 1.5% (6)		\$ 8,950	12,410	6,422	1,662
10	MPOII >16 YRS 1.5% (1)		\$ 1,492	6,205	6,422	4,985
11		<u>\$ 11,362,462</u>	<u>\$ 11,847,236</u>	<u>\$ 12,383,287</u>	<u>\$ 12,874,281</u>	<u>\$ 13,377,840</u>
12	\$ Change over Prior Year		\$ 484,774	\$ 536,051	\$ 490,994	\$ 503,559
13	% Change over Prior Year		4.27%	4.52%	3.96%	3.91%
14						
15	<u>Other Salary Costs</u>					
16	Overtime	\$ 2,400,000	\$ 2,496,000	\$ 2,595,840	\$ 2,686,694	\$ 2,780,729
17	Outside Details	450,000	450,000	450,000	450,000	450,000
18	Longevity	42,425	43,325	44,325	45,325	46,325
19	Holidays	574,550	597,532	621,433	643,183	665,695
20	Educational Benefits	20,000	20,000	20,000	20,000	20,000
21	Educational Incentives	84,000	86,000	88,000	90,000	92,000
22	Clothing Allowance	106,175	123,300	137,000	150,700	150,700
23	Wellness Reimbursement Allowance	27,400	27,400	27,400	27,400	27,400
24	Total Other Salary Costs	<u>\$ 3,704,550</u>	<u>\$ 3,843,557</u>	<u>\$ 3,983,998</u>	<u>\$ 4,113,303</u>	<u>\$ 4,232,849</u>
25	\$ Change over Prior Year		\$ 139,007	\$ 140,441	\$ 129,305	\$ 119,546
26	% Change over Prior Year		3.75%	3.65%	3.25%	2.91%
27						
28						
29	<u>Base Pay and Other Salary Costs</u>					
30	Total Base Pay and other Salary Costs	\$ 15,067,012	\$ 15,690,793	\$ 16,367,285	\$ 16,987,584	\$ 17,610,688
31	\$ Change over Prior Year		623,781	676,492	620,299	623,105
32	% Change over Prior Year		4.14%	4.31%	3.79%	3.67%
33						
34						
35	Average Annual Salary and Other Salary Costs	\$ 110,787	\$ 115,373	\$ 120,348	\$ 124,909	\$ 129,490
36	Average Annual Increase per Employee		\$ 4,587	\$ 4,974	\$ 4,561	\$ 4,582
37	Average Percentage Increase per Employee		4.14%	4.31%	3.79%	3.67%
38						
39						
40	<u>Retirement Costs</u>					
41	Pension - NHRS (FY26-FY27 - 30.95%;	\$ 4,458,916	\$ 4,646,057	\$ 4,850,572	\$ 5,037,695	\$ 5,229,927
42	Medicare (1.45%)	208,899	210,637	219,475	228,895	237,719
43	Total Retirement Costs	<u>4,667,815</u>	<u>4,856,694</u>	<u>5,070,048</u>	<u>5,266,591</u>	<u>5,467,647</u>
44	\$ Change over Prior Year/Average		188,879	213,353	196,543	201,056
45	% Change over Prior Year/Average		4.05%	4.39%	3.88%	3.82%
46						
47	Average Retirement Costs	\$ 34,322	\$ 35,711	\$ 37,280	\$ 38,725	\$ 40,203
48	Average Annual Increase per Employee		\$ 1,389	\$ 1,569	\$ 1,445	\$ 1,478
49	Average Percentage Increase per Employee		4.05%	4.39%	3.88%	3.82%
50						
51						
52	<u>Insurance Benefits Costs</u>					
53	Medical Insurance Costs (12% Increases YOY)	\$ 2,706,484	\$ 3,031,262	\$ 3,395,014	\$ 3,802,415	\$ 4,258,705
54	Less: Employee Contributions (20%)	(541,297)	(606,252)	(679,003)	(760,483)	(851,741)
55	Subtotal - Medical Costs to City	<u>\$ 2,165,187</u>	<u>\$ 2,425,010</u>	<u>\$ 2,716,011</u>	<u>\$ 3,041,932</u>	<u>\$ 3,406,964</u>
56	Dental Insurance Costs (3% Increases YOY)	160,000	164,800	169,744	174,836	180,081
57	Life Insurance Costs	18,000	18,000	18,000	18,000	18,000
58	Total Insurance Benefits Costs	<u>\$ 2,343,187</u>	<u>\$ 2,607,810</u>	<u>\$ 2,903,755</u>	<u>\$ 3,234,768</u>	<u>\$ 3,605,045</u>
59	\$ Change over Prior Year		324,778	363,751	407,402	456,290
60	% Change over Prior Year		12.00%	12.00%	12.00%	12.00%
61						
62	Average Insurance Benefits Costs	\$ 17,229	\$ 19,175	\$ 21,351	\$ 23,785	\$ 26,508
63	Average Annual Increase per Employee		\$ 1,946	\$ 2,176	\$ 2,434	\$ 2,723
64	Average Percentage Increase per Employee		11.3%	11.3%	11.4%	11.4%
65						
66						
67	<u>Total Cost of Contract</u>					
68	Total Compensation	\$ 22,078,014	\$ 23,155,297	\$ 24,341,087	\$ 25,488,943	\$ 26,683,380
69	\$ Change over Prior Year		\$ 1,077,282	\$ 1,185,791	\$ 1,147,855	\$ 1,194,438
70	% Change over Prior Year		4.88%	5.12%	4.72%	4.69%
71						
72	Average Annual Total Compensation Package	\$ 162,338	\$ 170,260	\$ 178,979	\$ 187,419	\$ 196,201
73	Average Annual Increase per Employee		\$ 7,921	\$ 8,719	\$ 8,440	\$ 8,783
74	Average Percentage Increase per Employee		4.88%	5.12%	4.72%	4.69%



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA POLICE COMMISSION

AND

**NASHUA POLICE PATROLMAN'S
ASSOCIATION**

July 1, ~~2022~~2026 - June 30, ~~2026~~2030

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ARTICLE 1

PREAMBLE

Pursuant to New Hampshire RSA 273-A, and other applicable laws and statutes, this Agreement has been entered into by the Nashua Board of Police Commissioners, hereinafter referred to as the "Commission" and the Nashua Police Patrolman's Association, hereinafter referred to as the "Union." Both parties agree to be bound by the provisions of this Agreement.

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

ARTICLE 2

RECOGNITION

The Commission recognizes the Union as the sole and exclusive representative for full-time and part-time employees of the Nashua Police Department, as defined in Article 3 of this contract, for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

Nothing in this Agreement shall be construed as a waiver of the Union's right to collectively bargain over any changes in mandatory negotiable wages, hours, or other terms or conditions of employment.

ARTICLE 3

DEFINITIONS

- A. **BOARD OF POLICE COMMISSIONERS:** Police Commissioners appointed in accordance with Chapter 3, Section A-101, of the Nashua ~~Revised ordinances~~ [City Charter](#).
- B. **CHIEF:** Chief of Police of the Nashua, New Hampshire, Police Department.
- C. **CITY:** The City of Nashua, New Hampshire.
- D. **COMMISSION:** The Nashua Board of Police Commissioners.
- E. **DEPARTMENT:** The Nashua, New Hampshire, Police Department and its staff members to include the Chief of Police, the Deputy Chiefs, the Bureau Commanders, and other supervisory/ administrative positions that hold the rank of Captain or above.
- F. **EMPLOYEE:** All full-time police officers below the rank of Sergeant who have completed their probationary period of one year with the Department.
- G. **GRIEVANCE:** A written complaint signed by one or more employees or the Union, or the Commission, 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 Commission; the Chief of Police; the Deputy Chiefs; or, the Bureau Commanders.

- J. **PARTIES:** The Commission; the Union.
- K. **RESPONDING AUTHORITY:** The person or party to whom the grievance is presented.
- L. **SENIORITY:** Established ~~first by date of certification as Master Patrol Officer, then by date of hire.~~ by date of hire.
- M. **UNION:** Nashua Police Patrolman's Association.
- N. **PART-TIME POLICE OFFICER:** A police officer who:
1. Works 34 hours or less a week and does not contribute toward the NH Retirement System;
 2. Is assigned to work a technical or specialty position within the Department;
 3. Does not perform any normal patrol police function except for their assigned specialty/technical position; and
 4. Meets training or other requirements as outlined by the NH Police Standards & Training Council, applicable CALEA and/or State Accreditation Standards, and the Department.

ARTICLE 4

STABILITY OF AGREEMENT

No amendment to, modification of, or change in, the terms or provisions 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

DEDUCTION OF DUES

- A. An employee, who is or who may become a member of the Union, may execute a written authorization providing that a portion of their salary representing monthly dues be withheld weekly and forwarded to the Union.
- B. Upon receiving a properly executed Authorization and Assignment Form from an employee, the Commission shall cause the City Comptroller to deduct from salary due, the amount authorized.
1. Each month, a check for the amount of all dues deducted, along with a current list of members from whose salary dues deductions have been made, shall be transmitted to the Local Treasurer of the Union as follows: Comptroller - Nashua Police Patrolman's Association, P.O. Box 3783, Nashua, NH 03061-3783.
 2. The deduction shall be only in the amount, certified in writing by the President or the Treasurer of the Union, as representing monthly dues uniformly required as a condition of acquiring or retaining membership.

- C. An employee who executes such authorization form shall continue to have such deductions made from their salary during the term of the Agreement or until he notifies the Commission in writing, with a copy to the Union, that the Authorization and Assignment Form is being revoked, and the employee thus withdraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Union.
- D. Dues deductions shall be subordinate to deductions required by law. No deductions shall be made if an employee has insufficient salary in any pay period. The Commission shall not be responsible for deducting any arrearage in dues owed to the Union by a member.
- E. Deductions shall automatically terminate upon the occurrence of any of the following events:
 - 1. Termination of employment;
 - 2. Transfer out of the bargaining unit;
 - 3. Lay-off or reduction in force;
 - 4. Revocation by the employee of Dues Authorization.
- F. The Union shall indemnify and save harmless the Commission, the Department, ~~and~~ from any and all suits and damages arising out of, or in connection with, such dues deductions.

ARTICLE 6

EMPLOYEE RIGHTS

- A. It is agreed that neither the Commission, nor the Department will:
 - 1. Dominate or interfere in the formation or administration of the Union;
 - 2. Discriminate in the hire, tenure, or the terms and conditions of employment of employees, for the purpose of encouraging or discouraging membership in the Union;
 - 3. Discharge, suspend, discipline, or otherwise discriminate against any employee because the employee has filed a complaint, affidavit, or petition, or given information or testimony on a grievance, as set forth in RSA 273-A;
 - 4. Restrain, coerce, or otherwise interfere with the Union in the exercise of rights granted by statute or this Agreement.
- B. During the disciplinary process, the following will apply:
 - 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. A police officer, 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 police officer. The administrative rights as outlined under *Garrity v. New Jersey* are to:
 - Advise the officer that the answers to the questions will not be used against the officer in criminal proceedings.
 - Order the officer to answer the questions under threat of disciplinary action; and
 - Ask questions which are specifically, directly, and narrowly related to the officer's duties or the officer's fitness for duty.
 6. As outlined under *Cleveland Board of Education v. Loudermill*, prior to discipline being imposed (pre-disciplinary hearing/meeting), a police officer 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. The respective officer may request a review of stale disciplinary documentation in his/her personnel file as outlined below:

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

ARTICLE 7

MANAGEMENT RIGHTS

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

- A. Control the management and administration of the department;
- B. Hire, promote, transfer, assign, retain, and direct employees within the department;
- C. Suspend, demote, discharge, and take other disciplinary actions against employees for just cause;
- D. Issue, modify, and enforce Rules and Regulations which do not violate the terms of this Agreement.
- E. Determine the methods, means, and personnel by which Department operations are to be conducted;
- F. Determine the content of Job Classifications;
- G. Exercise complete; control and discretion over the Department, its organization, and the technology of performing its work
- H. Determine the standards of selection for employment and the standards of service to be offered by the department
- I. Exercise managerial policy as set forth in RSA 273-A:I, XI.

None of the rights, responsibilities, and prerogatives that are delegated to the Commission, by virtue of statute and Charter provisions, shall be subject to the grievance procedure hereunder.

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

ARTICLE 8

OPEN SHOP

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

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

ARTICLE 9

STRIKES AND WORK STOPPAGES

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

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

ARTICLE 10

GRIEVANCE PROCEDURE

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

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**, unless otherwise noted below.

SECTION A

STEP 1. An employee or the Union having the grievance will present the grievance in writing to his/her Bureau Commander within seven (7) calendar days of 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 Bureau Commander, then the grievance may be started at **STEP 2**, as applicable.

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

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

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

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

If a member chooses to grieve a disciplinary action given by the Chief of Police, in accordance with the Grievance procedure, the discipline, either all or part of it, can be held in abeyance at the sole discretion of the Chief of Police. The decision to hold the discipline in abeyance shall not be grievable and can be rescinded at any time by the Chief of Police.

STEP 4. Failing a settlement at **STEP 3**, the grievant may present the grievance to the Police 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 Police Commission will reply in writing to the grievant within fifteen (15) working days after the grievance is presented before the Police Commission.

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

SECTION B

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

SECTION C

Each grievance will be separately processed under the Grievance Procedure.

SECTION D

The Commission, or its designate, will have the right to file grievances against the Union and/or a member thereof. The grievance will be presented in writing to the Union and the member, if applicable, within ten (10) calendar days of its occurrence, or when knowledge was obtained that a grievance existed. The Union will reply within thirty (30) working days after the grievance is presented. Failing a settlement between the Commission or its designates and the Union, the grievance may be presented to the American Arbitration Association, the Public Employee Labor Relations Board or Hillsborough County Superior Court within sixty (60) working days after the reply.

SECTION E

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

SECTION F

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.

- A. In all other circumstances, management's failure to respond within the established time limits shall automatically advance the grievance to the next step.
- B. The Union's failure to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.
- C. 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 with Department operations, management, at its discretion, may allow investigation and processing thereof during working time.

SECTION G

The time spent in adjusting grievances between an employer and employees during the time employees are on duty is considered hours worked. For time spent in adjusting grievances when the employee is off duty will not be considered time worked and the employee will not be compensated. If there is ample manpower available and no overtime ~~in~~is incurred, the Department will make every effort to adjust the hours of the officer if working during another shift the day of the grievance hearing at the discretion of the Chief of Police or designee.

ARTICLE 11 **RESIDENCE**

Employees of the Department shall reside in the continental United States.

ARTICLE 12

VACATIONS

Part-Time Employees:

Part-Time Employees, ~~who work 34 hours a week,~~ who work a minimum of 24 hours per week are entitled to ~~the following three weeks of~~ vacation time: 3 weeks of vacation of 34-hour weeks ~~which is equal to 12 days of 8.5 hours per day or 102 hours.~~ (Ex: Employee working 24 hours per week would receive 9 vacation days per year)

Full-Time Employees: Full-Time employees are entitled to the following vacation time:

- 10 Workdays (.83333 Accrual Rate) After One (1) Year continuous service
- 15 Workdays (1.25 Accrual Rate) After Four (4) Years continuous service
- 20 Workdays (1.6666 Accrual Rate) After Nine (9) Years continuous service
- 25 Workdays (2.083 Accrual Rate) After Sixteen (16) Years continuous service
- 30 Workdays (2.50 Accrual Rate) After (20) Years of continuous service

Effective September 1, 2024:

For the purposes of vacation accruals, "years of service as a full-time certified officer" will include both time as a certified officer at the Nashua Police Department, and time as a certified officer at another NH police department or an out-of-state police department whose certifications are approved by the New Hampshire Police Standards and Training Council.

Vacations will be chosen according to seniority. The number of employees allowed on vacation at one time shall be determined by the Chief or his designee and shall not be affected by the availability of supervisors. The approval of block weeks and singular days will not be contingent upon the availability of any civilians. There shall be only 4 patrolmen allowed to be on vacation, in any combination of block weeks and singular vacation days or personal days, per shift, per day.

Block Weeks: All vacation block weeks will be chosen by seniority each January 1 of every year. Once a member is advised by a supervisor that it is his turn to pick, the member will have 3 days from the date advised to submit the vacation week request. Members not choosing vacation block weeks during the 3-day limit will result in their choices being bypassed by the next senior member selecting. Once a block week has been selected and approved, the approval is final.

- A. Vacation block weeks will run from Saturday to Friday.
- B. A vacation block week will consist of 5 vacation days within the block.
- C. Vacation block weeks will take precedence over singular vacation days, personal days, swaps, etc.
- D. A maximum of 2 weeks (10 vacation days) may be taken at one time.
- E. Any extension to the vacation week(s) by utilizing swaps, etc., may be allowed at the discretion of the member's Bureau Commander.
- F. Any extension to the vacation week(s) by utilizing a personal day may be allowed at the discretion of the Chief of Police or designee.

- G. Approval of a continuous third vacation block week, for an individual member, will be at the discretion of the Chief of Police.
- H. A fourth vacation week block of time (allowing more than 3 patrolmen at one time), will be allowed.

Singular Vacation Days: Full-Time members may utilize the following as single vacation days:

- 10 Workdays (.83333 Accrual Rate) = 10 days may be used as singular vacation days.
- 15 Workdays (1.25 Accrual Rate) = 10 days may be used as singular vacation days.
- 20 Workdays (1.6666 Accrual Rate) = 15 days may be used as singular vacation days.
- 25 Workdays (2.083 Accrual Rate) = 15 days may be used as singular vacation days.
- 30 Workdays (2.50 Accrual Rate) = 20 days may be used as singular vacation days.

~~A singular vacation day may be taken by not more than two members per shift, per day (on their scheduled shift), provided that on the requested day no more than two members on the same shift are on a vacation day of their block vacation week. If officers are on a normal day off during their block week vacation, up to two singular days may be approved per shift, per day, for a total of four (4) patrolmen allowed to be on vacation.~~

- A. - A written request for the desired vacation day is to be given to the Chief or designee not less than two (2) days nor more than fifteen (15) days prior to the date of such vacation day. However, approved singular vacation days can be superseded at any time by a block week vacation, since block weeks take precedence over singular vacation days and to ensure there will be only 4 patrolmen at one time, in any combination of block weeks and singular vacation days, on vacation leave per shift, per day.
- B. The 2-day notice period may be waived at the discretion of the Chief or designee.
- C. If more than one employee requests a singular vacation day for the same day and shift, the members with more Department seniority shall be entitled to the day off, unless the day off has already been approved for the less senior officer.
- D. Singular vacation days take precedence over personal days. Because up to 4 patrolmen may be on vacation leave per shift, per day, singular vacation days will supersede personal days even when previously approved.

Carry Over Vacation Time – Full-Time Employees:

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

Vacation Time Earned During Year of Retirement:

In the year of retirement, members will be entitled to use ~~the amount of time available in their current vacation balance with no cap~~ up to twenty (20) days of vacation from their vacation balance in addition to their current years vacation according to this agreement.

Accrual Limits/Restrictions – Full-Time Employees:

~~Vacation time accrued but not used, up to a maximum of 20 days, shall be paid in a lump sum when the employee is no longer a member of the department. Unused vacation time, up to a~~

~~maximum of 20 days, shall be paid in a lump sum to the employee's estate if death occurs while employed by the department.~~

Maximum Combined Accrual Amount (Vacation and Sick):

An employee shall be allowed to accrue an unlimited amount of vacation days and sick time. Upon retirement with twenty (20) years of service with the Department or within the New Hampshire Retirement System as required by statute, the employee will be paid the cash value in one lump sum (less appropriate withholding) for up to 140 days of their combined accrued vacation and sick time. Employees may accrue any combination of vacation days and sick time with the payout of the combined time being a maximum of 140 days. Any accrued time over 140 days will be forfeited. The calculation of accrued time upon separation or retirement, will first consider accrued vacation time and the remaining balance will be made up of sick time. If an employee separates from the Department prior to retirement with twenty (20) years of service the maximum payout they may receive is twenty (20) work days of vacation. Should an employee die while employed by the Department, earned but unused vacation up to twenty (20) days shall be paid to their estate.

Duty Callback Overtime – Full-Time Employees:

Members shall be paid time and a half of their regular rate of pay for a callback during a vacation block week and granted an additional day which may be banked for future use.

Duty Callback Overtime – Part-Time Employees: The policy for part-time employees under Article 33, "Time Coming" shall apply. Employees will be granted an additional day which may be banked for future use.

Carry Over of Vacation Time for Part-Time Employee & Accrual Limits/ Restrictions:

Vacation may be carried over into the next calendar year without specific approval by the Chief, but limited to a maximum of ~~12-9~~ days of ~~8-58~~ hours per day or ~~102-hours~~ (3 weeks of a ~~34~~ 24 hours/week schedule). Vacation time accrued but not used, up to a maximum listed above, shall be paid in a lump sum when the employee is no longer a member of the Department. Unused vacation time, up to a maximum as specified above, shall be paid in a lump sum to the employee's estate if death occurs while employed by the Department.

ARTICLE 13 LONGEVITY

Full-Time Employees:

- A. Full-Time employees who have been employed by the Department on an uninterrupted basis, except by reason of layoff or approved leave of absence, shall receive a longevity payment in one lump sum the week following the employee's anniversary date as follows:

Seven (7) through Nine (9) Years of Service	\$300.00
Ten (10) Years of Service.....	\$500.00
Eleven (11) Years and Above of Service	Additional \$75.00 each year thereafter

- B. Full-Time employees eligible to receive longevity pay who are not employed by the Department on their anniversary date of any year, shall forfeit the right to all or any portion of longevity pay to which they would be entitled.

Part-Time Employees: Part-Time employees are not eligible for the Longevity Benefit.

ARTICLE 14

HOLIDAYS

Full-Time Employees: The following days will be paid holidays for full-time employees:

New Year's Day	Independence Day
President's Day	Labor Day
St. Patrick's Day	Columbus Day
Fast Day (Fourth Monday in April)	Thanksgiving Day
Memorial Day	Christmas Day
Flag Day	Veterans Day

Holiday Pay: Full-time Employees who work shall receive one day's pay at the employee's regular rate for the above holidays in addition to their regular pay. In order to qualify for holiday pay, 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.

Part-Time Employees: The following days will be paid holidays for ~~the 34 hour~~ part-time employees: (6 holidays)

New Year's Day	Independence Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day

~~**Holiday Pay:** Employees who work shall receive one day's pay at the employee's regular rate for the above holidays in addition to their regular pay. In order to qualify for holiday pay, 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.~~

ARTICLE 15 **UNIFORM ALLOWANCE**

Full-Time Employees: The allowance for uniforms per full-time employees, covering this collective bargaining agreement, shall be: ~~\$775 per fiscal year covering this collective bargaining agreement~~.

<u>FY2027</u>	<u>Effective 7/1/26</u>	<u>\$900.00</u>
<u>FY2028</u>	<u>Effective 7/1/27</u>	<u>\$1,000.00</u>
<u>FY2029</u>	<u>Effective 7/1/28</u>	<u>\$1,100.00</u>
<u>FY2030</u>	<u>Effective 7/1/29</u>	<u>\$1,100.00</u>

Part-Time Employees: Part-Time Employees who work a minimum of 24 hours per week, ~~(who work 34 hours a week)~~, are eligible for a uniform allowance of \$350 per fiscal year. The clothing allowance shall be used only to purchase the uniform as outlined under the Rules & Regulations Manual for the technical or specialty position or as approved by the Chief of Police.

Any balance, up to \$250.00, of the uniform allowance which has not been expended by the end of the fiscal year, shall be paid to the employee.

ARTICLE 15A

WELLNESS REIMBURSEMENT ALLOWANCE

Part-Time Employees: Part-Time employees are not eligible for this benefit.

Full-Time Employees: The Wellness Reimbursement Allowance per full-time employee per fiscal year shall be as follows: (language added for sidebar approved in 2017)

- A. Upon submitting proof of payment for membership costs to the appropriate personnel within the Administrative Bureau, the Department will reimburse employees up to \$200 to maintain membership in a bona fide health, fitness club, or gym or for personal workout equipment, authorized by the administration. The cost of exercise or workout equipment which is generally used for recreational or leisure purposes shall not be subject to reimbursement.
- B. Reimbursements shall occur annually and any unused portion of the reimbursement will not carry over to a subsequent fiscal year.
- C. The Department reserves the right to verify an employee's active membership at any time during the fiscal year.

ARTICLE 15B

WELLNESS INCENTIVE

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

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

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

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

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

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

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

Stipulations:

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

ARTICLE 16

MEDICAL/HOSPITAL, LIFE, & DENTAL INSURANCES

~~_(Effective July 1, 2022 – June 30, 2023): Except as otherwise provided in this Article 16, upon request of an eligible full time 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 full time members, the City shall contribute 70% of the premium for option (a) and 80% of the premium for option (b).~~

- ~~_____ (a) _____ Point of Service Plan; or~~
- ~~_____ (b) _____ HMO Plan~~

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

~~Should the City determine that it is in the best interests of the City to offer a "comparable" plan to either option "A" or "B", it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the costs to members and the benefits that will provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later than 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.~~

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

PLAN FEATURES:

~~All plans offered by the City shall have the following features:~~

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

~~**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.~~

~~**Part-Time Employees:** For part-time eligible members, the City's contributions shall be prorated based upon the number of hours worked per week. (Formula: City Share divided by 40 hours x weekly hours worked.)~~

~~Any patrolman requesting initial membership in one of the programs may enter only during a specified enrollment period. Any patrolman 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.~~

Effective July 1, 2023 (FY2024):

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 prorated.

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

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

The City shall contribute 70% of the premium of option "a" and 80% of the premium of option "b" and "c". The following plans offered by the City shall have the following co-pays and deductibles:

Option "a": Point of Service:

- 1) Twenty Dollars (\$20.00) per medical visit;
- 2) One Hundred Dollars (\$100.00) per emergency room visit;
- 3) Two Hundred Fifty Dollars (\$250.00) per person, Five Hundred Dollars (\$500.00) per two-person/Family Inpatient/Outpatient Facility Deductible;
- 4) Three (3) Tier Pharmacy Benefit of \$5/15/35 (\$5/30/70 mail order).

Option "b": HMO Plan:

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

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

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

The City H.S.A contribution will be distributed in 2 installments, one on or about July 1 and one on or about October 1 of each year. If an employee is required to pay more towards his/her deductible than the initial 50% contribution, upon presentation of suitable documentation, the City will contribute the remaining 50% prior to October 1. Employees who retire between July 1 and October 1 will receive their July 1 City contribution. If the retired employee keeps the City insurance plan they will also receive the October 1 contribution. If the employee does not keep the City plan they will not be eligible for the October 1 contribution. If an employee retires after October 1 they will keep the City contribution.

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

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

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

proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

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

SPOUSE RULE: Employees who are married to another member of the city who also subscribes to a plan will be subject to this rule. The rule requires that an eligible member whose spouse is covered by another City Health Plan elect the policy under which the eligible member and spouse shall receive health care benefits. An eligible member and spouse shall not be entitled to receive benefits under separate health care plans.

MEDICAL COVERAGE OPT-OUT

[The Commission will implement the same health insurance opt-out stipend program that is approved and implemented by the City of Nashua for unaffiliated employees.](#)

ENROLLMENT: Current employees who want to change their carrier or to subscribe to another program can only do so during an annual “open enrollment” period or as otherwise provided.

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

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

DENTAL INSURANCE

Full-Time Employees: The Commission shall ensure through the City of Nashua that each full-time employee covered under this agreement is provided a 2-person Dental Plan, Coverage A, B, and C, at no cost to the employee, except for single employees who shall receive a 100% paid 1-person Dental Plan.

Part-Time Employees: For part-time employees, the City's contribution shall be prorated based upon the number of hours worked per week. (Formula: City Share divided by 40 hours x weekly hours worked.)

Family Plan: 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.

High Option Plan:

Those employees covered by dental insurance under this article, may elect to participate in a High Option Plan available through Delta Dental. The employee shall be responsible for paying the full additional premium cost for the High Option Plan.

Enrollment/Group Re-Opening: Any patrolman requesting initial membership in one of the plans may enter only during a specified enrollment period (group re-opening). Any patrolman 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.

ARTICLE 17 **SICK LEAVE**

The Chief's designee for the purposes of this Article shall be the Bureau Commander or Divisional Supervisor.

Accrual Rate:

- A. Full-Time Employees: Full-Time employees shall be allowed to accrue an unlimited amount of sick hours. Sick leave shall be accrued at the rate of 10 hours per month, a total of 120 hours, in any calendar year. If sick time taken exceeds 120 hours in any calendar year and prior accrued sick leave is available, it may be used for that illness upon approval of the Chief.
- B. Part-Time Employees Part-Time Employee shall be allowed to accrue an unlimited amount of sick hours. Sick leave shall be accrued ~~at a rate specified below:~~based upon scheduled hours per week. (Ex: 24 hours per week will accrue 9 sick days per year)

~~34 hours/week = 8.5 monthly hourly accrual rate or
102 hours/12 days per year.~~

Retirement/Death Benefit:

A. **Full-Time Employees:** ~~A maximum of 960 accrued sick hours (120 days) may be paid only after a full-time employee has voluntarily terminated employment and completed twenty (20) years of service with the Department or within the New Hampshire Retirement System as required by State Statutes. Payment of such sick hours (120 days) shall be made to the employee's estate if death occurs while employed by the Department.~~ Payment of combined sick leave and vacation days shall be limited to 140 days. Members (if they so choose) may accrue any combination of sick time and vacation days, with the payout of the combined time being a maximum of 140 days. Any accrued time over 140 days will be forfeited. The calculation of accrued time upon of retirement or separation, will first consider accrued vacation time and the remaining balance will be made up of accrued sick time.

Unused sick time shall be paid to 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. Payment of combined vacation and sick time up to 140 days will be paid to the employee's estate if death occurs while employed by the Department.

- B. **Part-Time Employees:** This article does not apply to part-time employees.

Loss of Sick Days:

- A. **Full-Time Employees:** Except in the case of death, accrued sick hours shall be lost if termination of employment is for any reason other than retirement, or voluntarily termination after completion of twenty (20) years with the New Hampshire Retirement System as provided by law.
- B. **Part-Time Employees:** For part-time employees, accrued sick hours shall be lost after termination of employment, including death.

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

Physician's Verification: Employees taking three (3) or more successive sick days shall provide a physician's verification of absence within five (5) days after returning to work. Such verification shall be directed to the attention of the employee's Bureau Commander.

Statement of Absence:

Employees taking less than three (3) days sick leave shall complete NPD Form 700, "Statement of Absence." This form shall be submitted to the attention of the employee's Bureau Commander within two (2) days after returning to work.

Notification: Employees shall provide timely notification to the Desk Sergeant or appropriate on-duty supervisor at headquarters on a daily basis of their intention to take sick leave, unless other arrangements have been made and approved by the employee's Bureau Commander or Divisional Supervisor.

Abuse of Sick Leave: Employees who abuse sick leave, shall forfeit ten (10) days (80 hours) accruable sick time and may be subject to dismissal. If the employee does not have ten (10) sick days (80 hours) accrued, the next ten (10) accrued sick leave days (80 hours) to which the employee is entitled, shall be forfeited.

Sick Leave Bank:

- A. All full-time sworn police officers may maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave credits. Part-Time employees may be eligible to contribute toward the sick leave bank according to the rules outlined by the Sick Bank Committee.
- B. The rules and procedures of the sick leave bank shall be established by 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 18

BEREAVEMENT LEAVE

Definitions: For the purposes of this Article:

- A. The term "bereavement leave" means "a leave of absence granted to an employee upon a death occurring in the employee's Immediate Family."

- B. The Chief's "designee" is the Deputy Chief of Operations or the Bureau Commander. In the absence of the Deputy Chief of Operations or the Bureau Commander, the Chief's designee may be the Divisional Supervisor.

Procedures:

- A. Such leave shall normally commence upon the day following the death of the immediate family member. For full-time employees, the leave shall consist of three (3) consecutive calendar days with pay. Bereavement leave for ~~34-hour~~ part-time employees shall consist of two (2) consecutive calendar days with pay ~~(8.5 hours x 2 days)~~. In the event of the death of an employee's parent, spouse or child, bereavement leave shall consist of four (4) consecutive calendar days with pay.
- B. 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 consecutive bereavement leave days as specified above.
- C. At the discretion of the Chief of Police or Deputy Chief of Operations, the consecutive days, as specified in paragraph A, may be broken up between the initial notification and the actual day of the funeral services.
- D. Employees on scheduled time off shall not be eligible for payment for bereavement leave during such time off.

Immediate Family:

Members of the Immediate Family shall include the following:

Wife	Husband	Step-Mother
Mother	Step-Father	Mother-in-Law
Sister	Grandmother	Step-Son
Son	Daughter	Father-in-Law
Brother	Step-Daughter	Father
Grandfather	Step-Brother	Brother-in-Law
Step-Sister	Sister-in-Law	Blood Relative/Ward residing in the same household as the employee

ARTICLE 19

EMERGENCY LEAVE

- A. With prior approval, and at the discretion of the Chief of Police or designee, Emergency Leave shall be granted to full-time and part-time employees and shall be charged first against the employee's accumulated sick leave and then against the employee's accumulated vacation leave.
- B. An employee may be granted an extension of up to two (2) weeks of Emergency Leave at the sole discretion of the Chief of Police.

- C. Any request for extension shall be in writing and shall set forth in detail the reasons therefor. An employee may be granted additional extensions of Emergency Leave at the sole discretion of the Chief upon written request as set out above.
- D. Disputes concerning Emergency Leave shall not be subject to the Grievance Procedure.

ARTICLE 20

PERSONAL DAYS

For the purpose of this Article the words "personal day" means "a day for which an employee is excused from active duty for personal reasons." The Chief's designee for purposes of this Article shall be the Bureau Commander. In the absence of the Bureau Commander, the designee may be the Divisional Supervisor.

Full-Time Employees: With prior approval of the Chief or designee and dependent upon manpower availability, an employee ~~may take a maximum of six (6) personal days during the calendar year~~ may take any number of personal days throughout the calendar year provided their combined time off (vacation days and personal days) taken in a calendar year does not exceed the maximum yearly vacation allotment permitted by this agreement plus 6 days.

Part-Time Employees: With prior approval of the Chief or designee and dependent upon manpower availability, ~~the 34-hour~~ part-time employee may take a maximum of two (2) personal days during the calendar year ~~(8.5 hours x 2 days)~~.

Procedures for Use of Personal Days:

- A. The employee must provide a written request for the desired personal day to the Chief or designee not more than fifteen (15) days, nor less than two (2) days prior to the date of such personal day. The 2-day notice period may be waived at the discretion of the Chief or designee.
- B. Vacation days will have precedence over personal days. Once the personal day has been approved, the approval is final. Any request to change or cancel an approved personal day shall be made in writing. Approved personal days are subject to cancellation by the Chief or designee only to accommodate the needs of the Department.
- C. ~~No more than two (2) personal~~ Personal days ~~shall~~ may be taken consecutively. A maximum of 2 weeks (10 personal days) may be taken at one time
- D. Personal days shall not be accrued or transferred to the next calendar year.
- E. Personal days shall be deducted from the employee's accumulated sick leave. If an employee has no sick leave accrued, the employee shall not be eligible for a personal day.
- F. Any extension to the vacation week(s) by utilizing a personal day may be allowed at the discretion of the Chief of Police or designee.

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

EXCHANGE OF WORKDAYS

Part-Time Employees: Part-Time employees are not eligible for the exchange of workdays.

Full-Time Employees: With prior approval and at the discretion of the Chief or designee, full-time employees may exchange workdays if both employees involved in the exchange agree; provided that written, advance notice signed by both employees involved in the exchange is given to the Chief or designee two (2) days prior to each exchange of workday desired. The two (2) day notice period may be waived at the discretion of the Chief or his designee.

A.

A. Exchanges of workdays (swap-on) that result in an employee working a consecutive shift may be allowed on a limited basis. A consecutive shift exchange of workday (swap-on) is defined as an employee working their normally scheduled eight (8) hour shift and immediately prior or following that shift, swapping-on for another employee to work the employee's normal eight (8) hour shift. Employees will be allowed to work an eight (8) hour consecutive swap-on shift that result in a 16 hour shift no more than three (3) times per quarter, for a total not to exceed twelve (12) consecutive shift swaps per year. Exchanges of workdays will not be allowed if the exchange results in interference with court appearances, scheduled training or otherwise interferes with other police-related duties or the orderly operation of the Nashua Police Department. Exchanges of workdays that result in an employee working consecutive shifts shall be limited to no more than two officers per exchange. This procedure can be suspended or altered by the Chief or Deputy Chiefs of Police if it is determined to be in the best interest of the Department.

B. If an employee involved in such exchange calls in sick on the exchange day, that employee shall lose one (1) day (8 hours) of sick leave. Disputes concerning Exchange of Workdays shall follow the Grievance Procedure through **STEP 3**, at which point, the decision shall be final and binding upon the parties.

C. Officers may accumulate up to eight (8) days or 64 hours of swap-off hours at any given time.

ARTICLE 22

SHIFT EXCHANGES

For the purposes of this Article, "shift" means, "an eight (8) hour tour of duty in excess of a single workday covering the next schedule of assignments period." The exchange will be for the entire schedule of assignments period.

Part-Time Employees: Part-Time employees are not eligible for shift exchanges.

Full-Time Employees: With prior approval and at the sole discretion of the Chief, full-time employees may exchange shifts if both employees involved agree; provided that written

advanced notice signed by both employees involved in the exchange is given to the Chief or designee two (2) weeks prior to the next schedule of assignments for the shift desired.

- A. No more than six (6) shift exchanges involving twelve (12) employees shall be allowed during each calendar quarter. If conflicts arise, the seniority of the requesting officer will be the determining factor for approval. Each year an employee may make only one (1) shift exchange under this article.
- B. Disputes concerning shift exchanges shall follow the Grievance Procedure through **STEP 3**, at which point, the decision shall be final and binding upon the parties.

ARTICLE 23

WAGES

Wages shall be paid in accordance with the following schedule:

	FY2022	Effective 7/1/2022 FY2023 2.75%	Effective 7/1/2023 FY2024 3.00%	Effective 7/1/2024 FY2025 3.00%	Effective 7/1/25 FY2026 3.00%
Master Patrolman II	\$85,162	\$87,504	\$90,129	\$92,833	\$95,618
Master Patrolman	\$83,071	\$85,355	\$87,916	\$90,554	\$93,270
Senior Patrolman	\$78,723	\$80,888	\$83,315	\$85,814	\$88,388
Patrolman	\$78,126	\$80,274	\$82,683	\$85,163	\$87,718
Second Year Officer Certified	\$78,126	\$80,274	\$82,683	\$85,163	\$87,718
Second Year Officer	\$69,490	\$71,401	\$73,543	\$75,749	\$78,022
Part Time Employees	\$51,729	\$53,152	\$54,746	\$56,388	\$58,080

<u>Rank</u>	<u>FY2026</u>	<u>Effective 7/1/26 4.0%</u>	<u>Effective 7/1/27 4.0%</u>	<u>Effective 7/1/28 3.5%</u>	<u>Effective 7/1/29 3.5%</u>
<u>Part-time employee**</u>	<u>\$58,080</u>	<u>\$60,403</u>	<u>\$62,819</u>	<u>\$65,018</u>	<u>\$67,294</u>
<u>Second year officer</u>	<u>\$78,022</u>	<u>\$81,143</u>	<u>\$84,388</u>	<u>\$87,342</u>	<u>\$90,399</u>
<u>Second year officer- certified</u>	<u>\$87,718</u>	<u>\$91,227</u>	<u>\$94,876</u>	<u>\$98,197</u>	<u>\$101,634</u>
<u>Patrolman</u>	<u>\$87,718</u>	<u>\$91,227</u>	<u>\$94,876</u>	<u>\$98,197</u>	<u>\$101,634</u>
<u>Senior Patrolman</u>	<u>\$88,388</u>	<u>\$91,924</u>	<u>\$95,601</u>	<u>\$98,947</u>	<u>\$102,410</u>
<u>Master Patrolman</u>	<u>\$93,270</u>	<u>\$97,001</u>	<u>\$100,881</u>	<u>\$104,412</u>	<u>\$108,066</u>
<u>Master Patrolman II</u>	<u>\$95,618</u>	<u>\$100,881</u>	<u>\$104,916</u>	<u>\$108,588</u>	<u>\$112,389</u>
<u>Master Patrolman II (16 yrs. Completed)</u>		<u>\$102,394</u>	<u>\$106,490</u>	<u>\$110,217</u>	<u>\$114,075</u>
<u>Master Patrolman II (20 yrs. completed)</u>		<u>\$103,930</u>	<u>\$108,087</u>	<u>\$111,870</u>	<u>\$115,786</u>

** Part- time officer salary is based upon a 24 hour work week. If these hours change the salary will be pro-rated accordingly.

This schedule includes the following pay increases:

1. Effective July 1, ~~2022~~2026, employees shall receive a ~~2.75~~4.0% wage increase.
2. Effective July 1, ~~2023~~2027, employees shall receive a ~~3.0~~4.0% wage increase.
3. Effective July 1, ~~2024~~2028, employees shall receive a ~~3.0~~3.5% wage increase.
4. Effective July 1, ~~2025~~2029, employees shall receive a ~~3.0~~3.5% wage increase.

MPO II salary is now based on a 4% increase over Master Patrolman
MPO II with 16 completed years of service earns 1.5 percent more than MPO II
MPO II with 20 completed years of service earns 1.5 percent more than an MPO with 16
completed years of service

Master Patrolman II

Employees obtaining the rank of Master Patrolman-II shall follow the above payroll table. The requirements for the obtaining the rank of Master Patrolman II shall be contained in the Department's Rules and Regulations,

Specialty Pay

Officers assigned to the Narcotics/Intelligence Division will receive a 6% differential pay (6% of the current officer's rank base pay~~+~~), excluding the POP Unit.

Officers assigned to the Detective Bureau under the Criminal Investigation Division, the Special Investigation Division, and the Evidence/Identification Division, excluding School Resource Officers, officers assigned to the DV Unit and part-time officers, shall receive a 1% differential pay (1% of the current officer's rank base pay).

Firearms Training Unit members shall receive a 1% differential pay (of the officer's current base pay) for the period they are assigned to the unit. -

Field Training Officers ("FTO") shall receive 1.5 hours of overtime for each completed 8 hour shift they train a new officer. Officers must be a member of the FTO Unit and must complete a daily evaluation of a police trainee to qualify for this overtime payment. This payment shall not pertain to ride-alongs of any other kind.

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

Canine Duty Pay

In compensation for the time spent off-duty by canine officers maintaining their assigned dogs, canine officers shall receive three (3) hours of overtime per week.

ARTICLE 24 WORK SCHEDULE

Full-Time Officers: Full-Time officers may be assigned to work any of the following work schedules:

- A. 4 day on, 2 day off work schedule.
- B. A 5 day on, 2 day off work schedule.

Employees designated as Group 8, 9, or 10 who work the five (5) days on, two (2) days off schedule, shall receive an additional seventeen (17) days off per calendar year (known as "Special Personal Days"), which shall be designated by the employee upon approval of the appropriate Bureau Commander.

Such days off shall be prorated accordingly for those officers transferring from one day-off schedule into another for a portion of the year.

Officers transferring from a 5 & 2 Schedule into a 4 & 2 Schedule shall receive their pending Special Personal Days as days off prior to their transfer into another Bureau as approved by the appropriate Bureau Commander. A total of three (3) Special Personal days off can be taken consecutively

Part-Time Officers: The language under Article 24 does not pertain to part-time employees. Part-Time employees shall be flexible in their work schedule in order to meet the Department's needs and shall be assigned to work particular days during the week by the appropriate Bureau Commander or designee. Part-Time employees shall work their technical or specialty assignment only, and his regular schedule shall not be altered to work at any patrol police function. As required by State Law regarding light duty assignments for workers compensation claims, the part-time employee may be assigned to work at other low impact assignments within their Bureau or other Bureaus.

ARTICLE 25 OVERTIME

Full-Time Employees: Time and one-half the regular rate of pay shall be paid for all work done in excess of eight (8) hours in any one (1) day of scheduled duty.

Part-Time Employees: Part-Time employees, ~~working 34 hours or less,~~ are not eligible for ~~membership with the NH Retirement System, and will not be able to work~~ overtime ~~which would bring their total hours beyond 34 hours a week.~~

Duty Callback Overtime – Full-Time Employees:

- A. Except as provided below, all callback overtime shall be for a minimum of three (3) hours, provided that if the three (3) hour minimum overlaps with regular duty time, overtime pay shall be only for hours worked in excess of the regular duty schedule.
- B. Members shall be compensated for thirty (30) minutes preparation time at time and one-half the regular rate of pay only when the call to report back is within two (2) hours of the time required for reporting to duty and the actual time worked is three (3) hours or more.
 - 1. When actual time worked is less than three (3) hours, preparation time will not be compensated.
 - 2. "Duty callback overtime" does not cover court time, training, ALS hearings, other administrative hearings, or similar events.
 - 3. Compensation for "preparation time" does not include travel time or mileage reimbursement.

Duty Callback Overtime – Part-Time Employees: The policy for part-time employees under Article 33, "Time Coming" shall apply.

ARTICLE 26

COURT TIME

Full-Time Employees: For time in court, full-time employees shall be paid time and one-half the regular rate of pay. All court overtime shall be for a minimum of three (3) hours, provided that if the three (3) hour minimum overlaps with regular duty time, overtime pay shall be only for hours in court in excess of the regular duty schedule. Any time in excess of three (3) hours shall be paid based upon hours worked. The Department will notify an employee of the need to appear in 9th Circuit Court or at any ALS hearing at least twenty-four (24) hours in advance. The Department shall notify an employee of the cancellation of a 9th Circuit Court appearance or any ALS hearing appearance at least twenty-four (24) hours in advance. If the Department does not give twenty-four (24) hours notice of a 9th Circuit Court appearance or any ALS hearing or cancellation, the Department shall pay the employee one (1) hour of overtime compensation in addition to any other amounts due.

Part-Time Employees: The language under this Article does not pertain to part-time employees. Their work schedule will be rearranged during the week in order for the part-time employee to attend the necessary court on behalf of the Department. The Department will notify an employee of the need to appear in the 9th Circuit Court at least twenty-four (24) hours in advance. The Department shall notify an employee of the cancellation of a 9th Circuit Court appearance at least twenty-four (24) hours in advance. If the Department does not give twenty-four (24) hours notice of a 9th Circuit Court appearance or cancellation, the Department shall pay the employee a 1-hour penalty fee based on the employee's 1 ½ times normal rate in addition to any other amounts due.

ARTICLE 27

OUTSIDE DETAILS

~~**Part-Time Employees:** Part-Time employees are not eligible to work at any Outside Details.~~

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

- A. ~~Outside details shall be compensated at the rate of time and one half of the current hourly rate of a Second Year Officer. This provision will take effect prospectively from the time of final execution of this collective bargaining agreement.~~
- 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: Employees 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 employee 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 employee's name shall be put back on the top of the list to be considered for any open jobs.~~
- F. ~~Cancellations:~~
- ~~1. Consistent with SOP 52, cancellations by officers for scheduled outside details shall be for a bona fide reason, i.e., verifiable illness, accident, or other reason beyond the officer's control. When an officer cancels an outside detail, the officer may be asked for the reason for the cancellation. An officer cancelling a detail must call EDS at 603-594-3533 to report the cancellation. If you get the voicemail, leave a message asking for a callback. Do not assume the detail has been properly cancelled and reassigned until you speak to EDS personnel directly.~~
 - ~~2. Once an officer is assigned to an outside detail job, he/she shall not cancel that job in order to obtain another outside detail job on the same day. Officers who cancel their detail with three hours or less notice will be assessed the points they would have earned had they worked the job. Exceptions are documented emergencies such as department call-outs, mandatory department assignments, and other verifiable unexpected assignments. Department overtime is only an exception if ordered by a supervisor to work.~~
 - ~~3. Upon notification of a cancellation, EDS personnel shall make every effort to fill the vacant position using the priority number sequence. If a cancellation is within three (3) hours of the start of the detail, EDS will attempt to fill the detail using the first come first serve method.~~
 - ~~4. Cancellations of LESS THAN THREE (3) HOURS shall be forwarded to the Services Bureau Commander by EDS personnel.~~
 - ~~5. EDS personnel shall record these cancellations on a cancellation list. Each month, the Services Bureau Commander shall receive a copy of the cancellation list.~~
 - ~~6. When there are three or more cancellations within a 60-day period, the Services Bureau Commander or designee will send an interdepartmental memo to the officer, the officer's Bureau Commander, and the appropriate Deputy Chief outlining the cancellations. The officer may be subject to the disciplinary system.~~

~~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 a differential calculated at the hourly rate of the current Employee Contribution Pension Rate times the number of hours worked. Example: Current Rates: (\$43.75 x 25.3%)(times 4 hours).~~

Effective August 1, 2024:

Definitions:

Outside Details: An outside detail, otherwise known as a "special duty police service," is a type of secondary employment that is outside of an officer's normal duty assignment and conditioned on the actual or potential use of law enforcement powers by the officer. Members may only partake in outside details pursuant to the procedures outlined in NPD SOP 52 and must have no other department obligation during the same time that the outside detail is scheduled.

Mandatory Outside Details: A mandatory outside detail is a type of outside detail that has been determined by an NPD supervisor to warrant and require the presence of police personnel and services for either life safety, public safety or traffic safety purposes. A mandatory outside detail may also be a designated outside detail that this agreement has pre-determined and categorized to be as such. Supervisory or enhanced rates may not be stacked or added onto the pay rates for assignments in this category but the highest applicable pay rate will apply. **Enhanced rates may not be stacked except in the instance of road or utility work, in which case the overnight, extended, and Holiday rates may be stacked.**

Mandatory Assignments: Mandatory assignments are department assignments for City, State or Federal government sponsored events that have been categorized and/or pre-determined by this agreement to warrant the presence of police personnel for life safety, public safety or traffic safety purposes. Mandatory assignments will be paid at the outside detail rate and at the rate of the outside detail rate plus \$20.00 to supervisors tasked with performing a supervisory function. Additional qualifying enhanced rates may not be stacked or added on to assignments in this category.

<u>Mandatory Outside Details</u>	<u>Mandatory Assignments</u>
<u>Gate City Marathon</u>	<u>Veterans Day</u> <u>Parade</u>

Nashua Pride Parade	Memorial Day Parade
Strike detail duty enhanced rate	4th of Jul Fireworks celebration
Road or utility construction or repair work that needs to be repaired on an emergency basis or under urgent circumstances.	Holiday Stroll
As determined by a supervisor for life safety, public safety, or traffic safety purposes.	Polling station details
	Snow Emergencies enhanced rate
	Nashua School Department events - as determined based on need. These may include: dances, sporting events, graduations, etc.
	Presidential visits
	Special assignments funded by State or Federal grant funds, as determined by the Chief of Police.

Summary of Rates & Enhanced Rates

Outside detail rate	MPO II rate x 1.5
Outside detail rate — for supervisors positions	Outside detail rate + \$20.00
Mandatory outside detail rate	Outside detail rate +\$10.00. Additional supervisory and/or enhanced rates do not apply and cannot be added onto or stacked on top of this rate.
Mandatory outside detail rate — supervisory positions	Outside detail rate + 30.00
Mandatory assignment rate	Outside detail rate
Mandatory assignment rate — supervisory positions	Outside detail rate + \$20.00
Mandatory assignment— Snow emergency	Outside detail rate x 1.5
Overnight hours detail rate	Outside detail rate + \$10.00 per-hour between the hours of 1900hrs - 0600hrs.
Alcohol detail Rate	Outside detail rate + \$10.00 per-hour for details at establishments where alcohol is served during the detail.
Overnight & Alcohol detail rate	Outside detail rate + \$20.00 per-hour. Overnight rate be ins at 1900hrs.
Holiday detail rate	Outside detail rate x 1.5 for outside details worked on the following holidays: New Year's Day, 4th of July, Thanksgiving, Christmas Day, starting at 1900hrs on the eve before holiday. Additional supervisory and/or enhanced rates do not apply and cannot be added onto or stacked on top of this rate.

<u>Strike detail rate</u>	<u>Outside detail rate x 1.5</u>
<u>Extended outside detail rate</u>	<u>Outside details that extend beyond an 8 hour period will be compensated for at an additional rate of \$20.00 per hour for the time that is worked beyond 8 hours.</u>
<u>Emergency detail rate</u>	<u>Emergency or urgent road or utility construction work outside details that are requested within 4 hours of the start time of the detail will be compensated for at the outside detail rate + \$20.00 per hour.</u>

Part-Time Members: Part-Time members are eligible to work outside details.

A. Compensation Rates:

- 1 . The outside detail rate shall be compensated for at a rate of time and one-half of the hourly rate of a Master Patrolman II.
- 2 The mandatory outside detail rate shall be compensated for at the outside detail rate plus \$10.00 per-hour.
- 3 Mandatory assignments will be compensated for at the outside detail rate unless specifically designated otherwise.
- 4 Once a compensation rate of time and one-half of the outside detail rate is in effect, compensation is capped and no other supervisory or enhanced rates may be added onto the compensation rate.
- 5 Compensation rates shall be calculated in quarter-hour increments by rounding-up to the nearest quarter hour increment.

B. Supervisors: Outside details, mandatory outside details and mandatory assignments requiring the service of three (3) or more detail officers may require that an additional ranking supervisor be assigned to supervise the detail or assignment. The decision to approve the assignment of a supervisor to supervise the detail shall rest with the Chief of Police, a Deputy Chief of Police or Bureau Commander. For outside details and mandatory assignments that require supervisory positions, the supervisory positions must be filled with a supervisory member that is either of the same rank or exceeding the rank that has been designated for the position.

- 1 The outside detail and mandatory assignment compensation rate for supervisors shall be compensated for at the outside detail rate plus \$20.00 per-hour, unless specifically designated otherwise.
- 2 The mandatory outside detail rate for supervisors assigned to supervisory positions shall be compensated for at the outside detail rate plus \$30.00 per-hour.

C. Alcohol Rate: Outside details where alcoholic beverages are served during the detail shall be compensated for at the outside detail rate plus \$10.00 per-hour.

- D. Overnight Rate: Outside details worked between the hours of 1900hrs to 0600hrs, with the exception of Nashua School Department events such as sporting events, dances and graduations, shall be compensated for at the outside detail rate plus \$10.00 per-hour. In circumstances where an outside detail is between the hours of 1900hrs - 0600hrs and alcoholic beverages are served at the location, compensation shall be at the outside detail rate plus \$20.00 per-hour.
- E. 4 Hour & 3 Hour Minimums: Outside details and mandatory outside details that last up to 4 hours shall be compensated for at a minimum of four (4) hours at the applicable rates. Mandatory assignments shall be compensated for at a minimum of three (3) hours at the above rates.
- F. 8 Hour Minimums: All outside details for road or utility work that extend past four (4) hours but are less than eight (8) hours, shall be compensated for at a minimum of eight (8) hours at applicable rates. In circumstances where an eight (8) hour minimum extends past the start of a member's scheduled work shift or tour of duty, the member will only be entitled to compensation for the time that is before the start of their scheduled shift or tour of duty. Overlaps of outside detail time with shift time for details in this category are not permitted and members will not be compensated for any time that overlaps.
- G. Extended Outside Details: All outside details that extend past eight (8) hours in duration shall be compensated for at the outside detail rate plus \$20.00 per-hour for the time that is worked beyond eight (8) hours.
- H. ~~Emergency~~ Late Notification Outside Details: Outside details involving emergency construction or utility work shall be compensated for at the outside detail rate plus \$20.00 per-hour. ~~To qualify as an emergency construction or utility work outside detail, the detail must be of an urgent or emergency nature with a starting time that is within four (4) hours of the detail request.~~
- I. Strike Details: Outside details requested for labor strikes shall be compensated for at a rate of time and one-half the outside detail rate for all hours worked.
- J. Holiday Rate: All outside details scheduled on New Year's Day, Fourth of July, Thanksgiving, and Christmas Day shall be compensated for at a rate of time and one-half the outside detail rate for alt hours worked starting at 1900hrs on the eve of the recognized holiday and until midnight of the holiday.
- K. Mandatory Assignments for Snow Emergencies: Mandatory assignments for city-declared snow emergencies mandatory shall be compensated for at a rate of time and one-half the outside detail rate.
- L. Vendor Cancellations: Any contractor who books a detail from the Nashua Police Department shall have up to eight (8) hours 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 detail is not canceled prior to eight (8) hours before the scheduled start of the detail.

M. Pension Differentials: 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: \$259.99. paid for four (4) hours of outside detail work performed at the rate of \$65.00 per hour, for a member hired on July 15, 2011, would receive a differential calculated at the hourly rate of the current Employer Contribution Pension Rate times the number of hours worked. Example: Current Rates: (\$65.00 x 31.28%) (times 4 hours).

N. Management & Filling Procedures: Outside details, mandatory outside details and mandatory assignments will be received, processed and filled in accordance with the guidelines and procedures outlined in NPD Standard Operating Procedure 52, as well as all other related and applicable NPD Standard Operating Procedures and Nashua Police Department Rules and Regulations.

ARTICLE 28

BULLETIN BOARD

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

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

ARTICLE 29

PARTIAL INVALIDITY AND SEPARABILITY

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

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

ARTICLE 30

EDUCATIONAL BENEFITS & EDUCATIONAL INCENTIVE

Part-Time Employees: Part-Time employees are not eligible for Educational Benefits or Educational Incentives.

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

- A. The maximum amount the Department will pay per class for the fiscal year covered by this collective bargaining agreement will be \$900.
- B. The Commission shall reimburse employees up to 50% of the tuition costs for one course successfully completed during the academic term under the following conditions.
 - 1. The course selected by the employee must be degree-related and 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 degree must be police-related. The final decision of whether or not the degree is police-related shall be determined solely at the discretion of the Chief.
- C. Below are acceptable examples which may be considered related degrees. The list is considered a partial listing only and is not limited solely to the previously stated degrees.

<i>Business Administration</i>	<i>Business Management</i>	<i>Sociology</i>
<i>Psychology</i>	<i>Criminal Justice</i>	<i>Political Science</i>
<i>Liberal Arts</i>	<i>Physical Education</i>	<i>Computer Science</i>

Educational Incentives – Full-Time Employees:

- A. After July 1, 2022 and on a yearly basis, full-time employees shall be paid on the Thursday closest to December 1st a lump sum In accordance with the following guidelines.
 - 1. The employee shall receive only one lump sum of (\$1,000.00) for a Bachelor's Degree, no matter how many Bachelor's Degrees the employee has earned. The employee shall not receive an additional incentive of \$500.00 for an Associate's Degree.
 - 2. The employee shall receive only one lump sum of (\$1,250.00) for attaining a Master's Degree no matter how many Master's Degrees the employee has earned. The employee shall not receive an additional incentive of (\$1,000.00) for their Bachelor's Degree as this is a prerequisite for a Master's Degree.
 - 3. — The employee shall receive only one lump sum of \$500.00 for attaining an Associate's Degree, no matter how many Associate's Degrees the employee has earned.
 - 4. Any employees who has served in any branch of the armed services and has been honorably discharged or is currently serving in the military will receive a lump sum of \$500.00. The employee will not be eligible to receive this incentive if

they elect to receive one of the other educational incentives that are part of this program.

- B. It is the responsibility of the employee to submit to the Business Manager or designee, by November 1st, a copy of the completed degree in order to become eligible for the yearly payment of the Educational Incentive. If the employee does not submit a copy by November 1st, or they earn their degree after the deadline, they shall not become eligible to receive the Educational Incentive until the following year.

This article shall not be subject to the grievance procedure.

ARTICLE 31

WAIVER

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

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

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

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

ARTICLE 32

COLLECTIVE BARGAINING MEETINGS AND CONTRACTS

- A. No more than five (5) representatives of the Union shall be designated to attend collective bargaining meetings with the Commission or its representative. No more than three (3) such representatives attending negotiating meetings shall be employees who are normally scheduled for duty during the time the meeting is being held. The designated representatives of the Union shall be given a reasonable opportunity to meet with the Commission or its representatives during working hours without loss of compensation.
- B. The Commission agrees to make arrangement for, and assume the cost of, printing this Agreement. The Union agrees to provide a copy of the Agreement to each bargaining unit employee.
- C. Extra copies of this Agreement may be made available to each bargaining unit member by the Commission or the Department.

ARTICLE 33

TIME COMING

- A. **Part-Time Employees:** Part-Time employees are not normally eligible for time coming ~~since part-time employees cannot work or be paid over 34 hours a week.~~ .h However, due to emergency situations; i.e., murder investigations, part-time employees may earn compensatory time for time worked in excess of ~~34 hours a week~~ their normal work week. Such time worked ~~over 34 hours a week~~ must be approved by the Chief of Police or designee.
1. For time worked in any normal workweek beyond ~~34~~ 24 hours and up to 40 hours, part-time employees shall earn straight time compensatory time off.
 2. For time worked in any normal workweek beyond 40 hours, part-time employees may earn compensatory time off at the rate on one and one-half (1 ½ hours) for every hour worked beyond 40 hours.
 3. The maximum amount of time coming which may be accrued is based on the emergency situation during the week; however, such time shall be taken within the same or following week of being earned. Requests for compensatory time shall follow the same form as for overtime and shall be submitted to the appropriate Bureau Commander or designee for prior approval.
- B. **Full-Time Employees:** Full-Time employees (other than Uniform Field Operations Bureau personnel), shall earn compensatory time off at the rate of one and one-half (1 1/2) hours for every hour worked on overtime. A maximum of twenty-four (24) hours compensatory time may be accumulated.
1. 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. All compensatory time off shall be taken within six (6) months of being earned.
 2. Requests for compensatory time shall follow the same form as for overtime and shall be submitted to the appropriate Bureau Commander or designee for prior approval.
 3. Employees transferring to the Uniform Field Operations Bureau shall take all accrued compensatory time upon transfer.

ARTICLE 34

LONG TERM DISABILITY COVERAGE

Part-Time Employees: Part-Time employees are not eligible for Long Term Disability Coverage.

Full-Time Employees: Full-Time employees covered by this Agreement are eligible for coverage under the City's Long-Term Disability Plan after completion of three (3) years of continuous, full-time service and after 45 continuous days of absence due to a non-job-related illness/injury. This benefit is subject to federal income tax and covers only non-job-related illnesses/injuries. There shall be no cost to the employee for this benefit.

- A. After 45 continuous days of illness/injury, the City will pay 70% of an employee's regular straight-time pay, but not more than \$3,000 per month, for not more than two (2) years. This disability income would be reduced by any social security or retirement disability payments that the employee receives, and it ends upon the employee's retirement.
- B. The plan does not cover disabilities resulting from war, nuclear explosion/incident, insurrection, rebellion, participation in a riot, self-inflicted injuries, attempted suicide, or natural disaster. (A more detailed description of the Plan will be provided to the employee upon becoming eligible for this coverage.)

ARTICLE 35

SHIFT BID SYSTEM

Shift Bid System Oversight Committee:

- A. When deemed appropriate by Management and/or the Union, a Shift Bid System Oversight Committee will be established comprised of six (6) members: three (3) members to be selected by the Union from among the bargaining unit; and three (3) members to be selected at large by the Chief of Police.
- B. The Members chosen from the Union shall serve on a voluntary basis and shall not receive any overtime compensation if a meeting is scheduled on off-duty time. If conditions allow, the appropriate Bureau Commander may alter the member's schedule if working on a shift other than the time of the meeting.
- C. The Committee shall be a standing committee and shall meet on a monthly basis or more frequently if necessary, to review and monitor the progress of the shift bidding system, and to recommend changes in the procedures or protocols to be followed in carrying out the objectives outlined herein.
- D. Official minutes of each meeting shall be taken and preserved. A quorum of six (6) members shall be required for any recommendation or action by the Committee. In order to be operative, recommendations of the Committee must be supported by four (4) Committee Members. The Committee may establish its own internal procedures to the extent they do not conflict with the terms and conditions of this Agreement. The Committee shall have no authority to negotiate or change the Shift Bidding Procedures listed below without the combined approval of the Union and the Chief of Police. At any time Management and the Union may agree to reopen the Shift Bidding Article, enter into a Side-Bar Agreement, or take no actions until the next negotiations session.
- E. The Committee may be dissolved at any time upon the agreement of both parties.

Shift Bidding Procedures:

The Shift Bidding System shall be limited solely to full-time employees assigned to the Uniform Field Operations Bureau. Further, it shall be limited solely to shift selection and to no other aspect of an employee's duty assignment.

- A. Annually, between October 1 and November 30, employees shall, in the order of their Department seniority, select assignments to one (1) of six (6) shifts for each quarterly period in the ensuing calendar year. The bidding year shall be co-extensive with the calendar year.

1. Throughout the year, for personnel coming off a shift and/or having a group number change, the process of initiating them into the upcoming shift period will require that they be phased in upon returning from their days off. Therefore, some officers will not actually change shifts/group numbers until after the date noted on the personnel order.
2. After all bid selections have been made, employees may be reassigned so as to insure that each shift has a sufficient amount of coverage (distribution of patrol personnel based on current workload demands) and to assure that the number of sectors on each shift is proportionate to the workload occurring on each shift.
3. Such reassignments shall be made on the basis of inverse Department seniority; i.e., the least senior employee shall be the first employee to be reassigned. The particular shift to which an experienced employee is assigned shall be determined by Department Management; however, consideration may be given to employee preference. There will be a minimum of six (6) experienced employees per shift.

For purposes of this Article, the words "experienced employees" mean employees who have completed two full years within the Department.

4. Employees transferring into the Uniform Field Operations Bureau shall be assigned at the discretion of the Chief for the balance of the current quarterly period during the shift-bidding year. They will be afforded the opportunity to bid for the balance of the shift-bidding year, based upon their Department seniority. Such requests shall be submitted a minimum of two weeks prior to the next schedule of assignments effective date. However, such reassignment shall be subject to the requirements of the Department and approved by the Chief.
 5. As openings occur on any shift, employees may apply, in writing and submitted a minimum of two weeks prior to the next schedule of assignments effective date, for such openings based upon their Department seniority. However, such reassignment shall be subject to the requirements of the Department, approved by the Chief, and shall be effected no later than the quarterly shift date.
- C. Employees may be temporarily assigned to any shift in order to meet Department requirements. Such temporary assignments normally shall not exceed a period of six (6) months. Effective January 2, 2004, this period shall change to 3-months to coincide with the quarterly shifts.
- D. As a result of shift bidding, it may be necessary for the Department to assign new day-off group numbers for each quarterly period.
- E. Employees transferred out of the Uniform Field Operations Bureau shall no longer participate in the shift- bidding program.
- F. Probationary employees shall be assigned at the discretion of the Chief during the training and probationary period and for the balance of the current quarterly period during the shift bidding year. They will be afforded the opportunity to bid for the balance of the shift-bidding year based upon their Department seniority. Such requests shall be submitted a minimum of two weeks prior to the next schedule of assignments effective date. However, such reassignment shall be subject to the requirements of the Department and approved by the Chief.

- G. It is further understood that nothing herein shall serve, or be construed as limiting the discretion and authority of the Chief of Police to assign or reassign any employee according to the needs of the Department.

It is understood by all parties that the Shift Bidding System shall not otherwise constitute a waiver of management's right to determine and assign shifts according to the needs of the Department and the judgment of management.

ARTICLE 36

MILITARY LEAVE OF ABSENCE

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

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

ARTICLE 37
TERM OF AGREEMENT

This Agreement shall remain in full force and effect from midnight, July 1, ~~2022~~2026, until midnight, June 30, ~~2026~~2030.

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

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

This Agreement is dated _____, ~~2022~~2026.

NASHUA POLICE COMMISSION

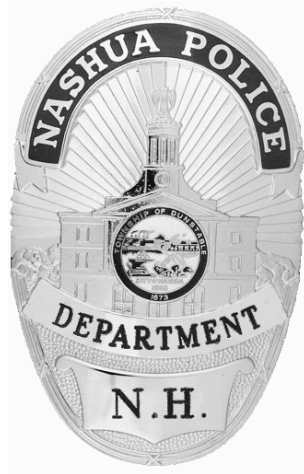
**NASHUA ~~PATROLMEN'S~~PATROLMAN'S
ASSOCIATION**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WITNESSES:

WITNESSES:

_____	_____
_____	_____
_____	_____



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA POLICE COMMISSION

AND

**NASHUA POLICE PATROLMAN'S
ASSOCIATION**

July 1, 2026 - June 30, 2030

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ARTICLE 1

PREAMBLE

Pursuant to New Hampshire RSA 273-A, and other applicable laws and statutes, this Agreement has been entered into by the Nashua Board of Police Commissioners, hereinafter referred to as the "Commission" and the Nashua Police Patrolman's Association, hereinafter referred to as the "Union." Both parties agree to be bound by the provisions of this Agreement.

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

ARTICLE 2

RECOGNITION

The Commission recognizes the Union as the sole and exclusive representative for full-time and part-time employees of the Nashua Police Department, as defined in Article 3 of this contract, for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

Nothing in this Agreement shall be construed as a waiver of the Union's right to collectively bargain over any changes in mandatory negotiable wages, hours, or other terms or conditions of employment.

ARTICLE 3

DEFINITIONS

- A. **BOARD OF POLICE COMMISSIONERS:** Police Commissioners appointed in accordance with Chapter 3, Section A-101, of the Nashua City Charter.
- B. **CHIEF:** Chief of Police of the Nashua, New Hampshire, Police Department.
- C. **CITY:** The City of Nashua, New Hampshire.
- D. **COMMISSION:** The Nashua Board of Police Commissioners.
- E. **DEPARTMENT:** The Nashua, New Hampshire, Police Department and its staff members to include the Chief of Police, the Deputy Chiefs, the Bureau Commanders, and other supervisory/ administrative positions that hold the rank of Captain or above.
- F. **EMPLOYEE:** All full-time police officers below the rank of Sergeant who have completed their probationary period of one year with the Department.
- G. **GRIEVANCE:** A written complaint signed by one or more employees or the Union, or the Commission, 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 Commission; the Chief of Police; the Deputy Chiefs; or, the Bureau Commanders.

- J. **PARTIES:** The Commission; the Union.
- K. **RESPONDING AUTHORITY:** The person or party to whom the grievance is presented.
- L. **SENIORITY:** Established by date of hire.
- M. **UNION:** Nashua Police Patrolman's Association.
- N. **PART-TIME POLICE OFFICER:** A police officer who:
1. Works 34 hours or less a week and does not contribute toward the NH Retirement System;
 2. Is assigned to work a technical or specialty position within the Department;
 3. Does not perform any normal patrol police function except for their assigned specialty/technical position; and
 4. Meets training or other requirements as outlined by the NH Police Standards & Training Council, applicable CALEA and/or State Accreditation Standards, and the Department.

ARTICLE 4

STABILITY OF AGREEMENT

No amendment to, modification of, or change in, the terms or provisions 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

DEDUCTION OF DUES

- A. An employee, who is or who may become a member of the Union, may execute a written authorization providing that a portion of their salary representing monthly dues be withheld weekly and forwarded to the Union.
- B. Upon receiving a properly executed Authorization and Assignment Form from an employee, the Commission shall cause the City Comptroller to deduct from salary due, the amount authorized.
1. Each month, a check for the amount of all dues deducted, along with a current list of members from whose salary dues deductions have been made, shall be transmitted to the Local Treasurer of the Union as follows: Comptroller - Nashua Police Patrolman's Association, P.O. Box 3783, Nashua, NH 03061-3783.
 2. The deduction shall be only in the amount, certified in writing by the President or the Treasurer of the Union, as representing monthly dues uniformly required as a condition of acquiring or retaining membership.
- C. An employee who executes such authorization form shall continue to have such deductions made from their salary during the term of the Agreement or until he notifies the Commission in writing, with a copy to the Union, that the Authorization and

Assignment Form is being revoked, and the employee thus withdraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Union.

- D. Dues deductions shall be subordinate to deductions required by law. No deductions shall be made if an employee has insufficient salary in any pay period. The Commission shall not be responsible for deducting any arrearage in dues owed to the Union by a member.
- E. Deductions shall automatically terminate upon the occurrence of any of the following events:
 - 1. Termination of employment;
 - 2. Transfer out of the bargaining unit;
 - 3. Lay-off or reduction in force;
 - 4. Revocation by the employee of Dues Authorization.
- F. The Union shall indemnify and save harmless the Commission, the Department, from any and all suits and damages arising out of, or in connection with, such dues deductions.

ARTICLE 6

EMPLOYEE RIGHTS

- A. It is agreed that neither the Commission, nor the Department will:
 - 1. Dominate or interfere in the formation or administration of the Union;
 - 2. Discriminate in the hire, tenure, or the terms and conditions of employment of employees, for the purpose of encouraging or discouraging membership in the Union;
 - 3. Discharge, suspend, discipline, or otherwise discriminate against any employee because the employee has filed a complaint, affidavit, or petition, or given information or testimony on a grievance, as set forth in RSA 273-A;
 - 4. Restrain, coerce, or otherwise interfere with the Union in the exercise of rights granted by statute or this Agreement.
- B. During the disciplinary process, the following will apply:
 - 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. A police officer, 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 police officer. The administrative rights as outlined under *Garrity v. New Jersey* are to:
 - Advise the officer that the answers to the questions will not be used against the officer in criminal proceedings.
 - Order the officer to answer the questions under threat of disciplinary action; and
 - Ask questions which are specifically, directly, and narrowly related to the officer's duties or the officer's fitness for duty.
 6. As outlined under *Cleveland Board of Education v. Loudermill*, prior to discipline being imposed (pre-disciplinary hearing/meeting), a police officer 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. The respective officer may request a review of stale disciplinary documentation in his/her personnel file as outlined below:

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

ARTICLE 7

MANAGEMENT RIGHTS

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

- A. Control the management and administration of the department;
- B. Hire, promote, transfer, assign, retain, and direct employees within the department;
- C. Suspend, demote, discharge, and take other disciplinary actions against employees for just cause;
- D. Issue, modify, and enforce Rules and Regulations which do not violate the terms of this Agreement.
- E. Determine the methods, means, and personnel by which Department operations are to be conducted;
- F. Determine the content of Job Classifications;
- G. Exercise complete; control and discretion over the Department, its organization, and the technology of performing its work
- H. Determine the standards of selection for employment and the standards of service to be offered by the department
- I. Exercise managerial policy as set forth in RSA 273-A:I, XI.

None of the rights, responsibilities, and prerogatives that are delegated to the Commission, by virtue of statute and Charter provisions, shall be subject to the grievance procedure hereunder.

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

ARTICLE 8

OPEN SHOP

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

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

ARTICLE 9

STRIKES AND WORK STOPPAGES

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

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

ARTICLE 10

GRIEVANCE PROCEDURE

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

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**, unless otherwise noted below.

SECTION A

STEP 1. An employee or the Union having the grievance will present the grievance in writing to his/her Bureau Commander within seven (7) calendar days of 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 Bureau Commander, then the grievance may be started at **STEP 2**, as applicable.

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

to the next step, **STEP 3**. If the grievance is directed at a Deputy Chief, then the grievance may be started at **STEP 3**.

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

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

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

If a member chooses to grieve a disciplinary action given by the Chief of Police, in accordance with the Grievance procedure, the discipline, either all or part of it, can be held in abeyance at the sole discretion of the Chief of Police. The decision to hold the discipline in abeyance shall not be grievable and can be rescinded at any time by the Chief of Police.

STEP 4. Failing a settlement at **STEP 3**, the grievant may present the grievance to the Police 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 Police Commission will reply in writing to the grievant within fifteen (15) working days after the grievance is presented before the Police Commission.

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

SECTION B

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

SECTION C

Each grievance will be separately processed under the Grievance Procedure.

SECTION D

The Commission, or its designate, will have the right to file grievances against the Union and/or a member thereof. The grievance will be presented in writing to the Union and the member, if applicable, within ten (10) calendar days of its occurrence, or when knowledge was obtained that a grievance existed. The Union will reply within thirty (30) working days after the grievance is presented. Failing a settlement between the Commission or its designates and the Union, the grievance may be presented to the American Arbitration Association, the Public Employee Labor Relations Board or Hillsborough County Superior Court within sixty (60) working days after the reply.

SECTION E

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

SECTION F

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.

- A. In all other circumstances, management's failure to respond within the established time limits shall automatically advance the grievance to the next step.
- B. The Union's failure to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.
- C. 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 with Department operations, management, at its discretion, may allow investigation and processing thereof during working time.

SECTION G

The time spent in adjusting grievances between an employer and employees during the time employees are on duty is considered hours worked. For time spent in adjusting grievances when the employee is off duty will not be considered time worked and the employee will not be compensated. If there is ample manpower available and no overtime is incurred, the Department will make every effort to adjust the hours of the officer if working during another shift the day of the grievance hearing at the discretion of the Chief of Police or designee.

ARTICLE 11 **RESIDENCE**

Employees of the Department shall reside in the continental United States.

ARTICLE 12 **VACATIONS**

Part-Time Employees:

Part-Time Employees, who work a minimum of 24 hours per week are entitled to three weeks of vacation time. (Ex: Employee working 24 hours per week would receive 9 vacation days per year)

Full-Time Employees: Full-Time employees are entitled to the following vacation time:

10 Workdays (.83333 Accrual Rate) After One (1) Year continuous service
15 Workdays (1.25 Accrual Rate) After Four (4) Years continuous service
20 Workdays (1.6666 Accrual Rate) After Nine (9) Years continuous service
25 Workdays (2.083 Accrual Rate) After Sixteen (16) Years continuous service
30 Workdays (2.50 Accrual Rate) After (20) Years of continuous service

Effective September 1, 2024:

For the purposes of vacation accruals, “years of service as a full-time certified officer” will include both time as a certified officer at the Nashua Police Department, and time as a certified officer at another NH police department or an out-of-state police department whose certifications are approved by the New Hampshire Police Standards and Training Council.

Vacations will be chosen according to seniority. The number of employees allowed on vacation at one time shall be determined by the Chief or his designee and shall not be affected by the availability of supervisors. The approval of block weeks and singular days will not be contingent upon the availability of any civilians. There shall be only 4 patrolmen allowed to be on vacation, in any combination of block weeks and singular vacation days or personal days, per shift, per day.

Block Weeks: All vacation block weeks will be chosen by seniority each January 1 of every year. Once a member is advised by a supervisor that it is his turn to pick, the member will have 3 days from the date advised to submit the vacation week request. Members not choosing vacation block weeks during the 3-day limit will result in their choices being bypassed by the next senior member selecting. Once a block week has been selected and approved, the approval is final.

- A. Vacation block weeks will run from Saturday to Friday.
- B. A vacation block week will consist of 5 vacation days within the block.
- C. Vacation block weeks will take precedence over singular vacation days, personal days, swaps, etc.
- D. A maximum of 2 weeks (10 vacation days) may be taken at one time.
- E. Any extension to the vacation week(s) by utilizing swaps, etc., may be allowed at the discretion of the member's Bureau Commander.
- F. Any extension to the vacation week(s) by utilizing a personal day may be allowed at the discretion of the Chief of Police or designee.
- G. Approval of a continuous third vacation block week, for an individual member, will be at the discretion of the Chief of Police.
- H. A fourth vacation week block of time (allowing more than 3 patrolmen at one time), will be allowed.

Singular Vacation Days: Full-Time members may utilize the following as single vacation days:

10 Workdays (.83333 Accrual Rate) = 10 days may be used as singular vacation days.
15 Workdays (1.25 Accrual Rate) = 10 days may be used as singular vacation days.
20 Workdays (1.6666 Accrual Rate) = 15 days may be used as singular vacation days.
25 Workdays (2.083 Accrual Rate) = 15 days may be used as singular vacation days.
30 Workdays (2.50 Accrual Rate) = 20 days may be used as singular vacation days.

- A. - A written request for the desired vacation day is to be given to the Chief or designee not less than two (2) days nor more than fifteen (15) days prior to the date of such vacation day. However, approved singular vacation days can be superseded at any time by a block week vacation, since block weeks take precedence over singular vacation days and to ensure there will be only 4 patrolmen at one time, in any combination of block weeks and singular vacation days, on vacation leave per shift, per day.
- B. The 2-day notice period may be waived at the discretion of the Chief or designee.
- C. If more than one employee requests a singular vacation day for the same day and shift, the members with more Department seniority shall be entitled to the day off, unless the day off has already been approved for the less senior officer.
- D. Singular vacation days take precedence over personal days. Because up to 4 patrolmen may be on vacation leave per shift, per day, singular vacation days will supersede personal days even when previously approved.

Carry Over Vacation Time – Full-Time Employees:

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

Vacation Time Earned During Year of Retirement:

In the year of retirement, members will be entitled to use up to twenty (20) days of vacation from their vacation balance in addition to their current years vacation according to this agreement

Maximum Combined Accrual Amount (Vacation and Sick):

An employee shall be allowed to accrue an unlimited amount of vacation days and sick time. Upon retirement with twenty (20) years of service with the Department or within the New Hampshire Retirement System as required by statute, the employee will be paid the cash value in one lump sum (less appropriate withholding) for up to 140 days of their combined accrued vacation and sick time. Employees may accrue any combination of vacation days and sick time with the payout of the combined time being a maximum of 140 days. Any accrued time over 140 days will be forfeited. The calculation of accrued time upon separation or retirement, will first consider accrued vacation time and the remaining balance will be made up of sick time. If an employee separates from the Department prior to retirement with twenty (20) years of service the maximum payout they may receive is twenty (20) work days of vacation. Should an employee die while employed by the Department, earned but unused vacation up to twenty (20) days shall be paid to their estate.

Duty Callback Overtime – Full-Time Employees:

Members shall be paid time and a half of their regular rate of pay for a callback during a vacation block week and granted an additional day which may be banked for future use.

Duty Callback Overtime – Part-Time Employees: The policy for part-time employees under Article 33, "Time Coming" shall apply. Employees will be granted an additional day which may be banked for future use.

Carry Over of Vacation Time for Part-Time Employee & Accrual Limits/ Restrictions:

Vacation may be carried over into the next calendar year without specific approval by the Chief, but limited to a maximum of 9 days of 8 hours per day or (3 weeks of a 24 hours/week schedule). Vacation time accrued but not used, up to a maximum listed above, shall be paid in a lump sum when the employee is no longer a member of the Department. Unused vacation time, up to a maximum as specified above, shall be paid in a lump sum to the employee's estate if death occurs while employed by the Department.

ARTICLE 13 LONGEVITY

Full-Time Employees:

- A. Full-Time employees who have been employed by the Department on an uninterrupted basis, except by reason of layoff or approved leave of absence, shall receive a longevity payment in one lump sum the week following the employee's anniversary date as follows:

Seven (7) through Nine (9) Years of Service	\$300.00
Ten (10) Years of Service.....	\$500.00
Eleven (11) Years and Above of Service	Additional \$75.00 each year thereafter

- B. Full-Time employees eligible to receive longevity pay who are not employed by the Department on their anniversary date of any year, shall forfeit the right to all or any portion of longevity pay to which they would be entitled.

Part-Time Employees: Part-Time employees are not eligible for the Longevity Benefit.

ARTICLE 14 HOLIDAYS

Full-Time Employees: The following days will be paid holidays for full-time employees:

New Year's Day	Independence Day
President's Day	Labor Day
St. Patrick's Day	Columbus Day
Fast Day (Fourth Monday in April)	Thanksgiving Day
Memorial Day	Christmas Day
Flag Day	Veterans Day

Holiday Pay: Full-time employees who work shall receive one day's pay at the employee's regular rate for the above holidays in addition to their regular pay. In order to qualify for holiday pay, 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.

Part-Time Employees: The following days will be paid holidays for part-time employees: (6 holidays)

New Year's Day
President's Day
Memorial Day

Independence Day
Thanksgiving Day
Christmas Day

ARTICLE 15

UNIFORM ALLOWANCE

Full-Time Employees: The allowance for uniforms per full-time employees, covering this collective bargaining agreement, shall be:

FY2027	Effective 7/1/26	\$900.00
FY2028	Effective 7/1/27	\$1,000.00
FY2029	Effective 7/1/28	\$1,100.00
FY2030	Effective 7/1/29	\$1,100.00

Part-Time Employees: Part-Time employees, who work a minimum of 24 hours per week, are eligible for a uniform allowance of \$350 per fiscal year. The clothing allowance shall be used only to purchase the uniform as outlined under the Rules & Regulations Manual for the technical or specialty position or as approved by the Chief of Police.

Any balance, up to \$250.00, of the uniform allowance which has not been expended by the end of the fiscal year, shall be paid to the employee.

ARTICLE 15A

WELLNESS REIMBURSEMENT ALLOWANCE

Part-Time Employees: Part-Time employees are not eligible for this benefit.

Full-Time Employees: The Wellness Reimbursement Allowance per full-time employee per fiscal year shall be as follows: (language added for sidebar approved in 2017)

- A. Upon submitting proof of payment for membership costs to the appropriate personnel within the Administrative Bureau, the Department will reimburse employees up to \$200 to maintain membership in a bona fide health, fitness club, or gym or for personal workout equipment, authorized by the administration. The cost of exercise or workout equipment which is generally used for recreational or leisure purposes shall not be subject to reimbursement.
- B. Reimbursements shall occur annually and any unused portion of the reimbursement will not carry over to a subsequent fiscal year.
- C. The Department reserves the right to verify an employee's active membership at any time during the fiscal year.

ARTICLE 15B

WELLNESS INCENTIVE

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

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

- -Sit-ups
- -Push-ups
- -1.5 mile run

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

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

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

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

Stipulations:

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

ARTICLE 16

MEDICAL/HOSPITAL, LIFE, & DENTAL INSURANCES

Effective July 1, 2023 (FY2024):

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

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

The City shall contribute 70% of the premium of option "a" and 80% of the premium of option "b" and "c". The following plans offered by the City shall have the following co-pays and deductibles:

Option "a": Point of Service:

- 1) Twenty Dollars (\$20.00) per medical visit;
- 2) One Hundred Dollars (\$100.00) per emergency room visit;
- 3) Two Hundred Fifty Dollars (\$250.00) per person, Five Hundred Dollars (\$500.00) per two-person/Family Inpatient/Outpatient Facility Deductible;
- 4) Three (3) Tier Pharmacy Benefit of \$5/15/35 (\$5/30/70 mail order).

Option "b": HMO Plan:

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

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

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

The City H.S.A contribution will be distributed in 2 installments, one on or about July 1 and one on or about October 1 of each year. If an employee is required to pay more towards his/her deductible than the initial 50% contribution, upon presentation of suitable documentation, the City will contribute the remaining 50% prior to October 1. Employees who retire between July 1 and October 1 will receive their July 1 City contribution. If the retired employee keeps the City insurance plan they will also receive the October 1 contribution. If the employee does not keep

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

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

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

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

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

SPOUSE RULE: Employees who are married to another member of the city who also subscribes to a plan will be subject to this rule. The rule requires that an eligible member whose spouse is covered by another City Health Plan elect the policy under which the eligible member and spouse shall receive health care benefits. An eligible member and spouse shall not be entitled to receive benefits under separate health care plans.

MEDICAL COVERAGE OPT-OUT: The Commission will implement the same health insurance opt-out stipend program that is approved and implemented by the City of Nashua for unaffiliated employees.

ENROLLMENT: Current employees who want to change their carrier or to subscribe to another program can only do so during an annual "open enrollment" period or as otherwise provided.

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

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

DENTAL INSURANCE

Full-Time Employees: The Commission shall ensure through the City of Nashua that each full-time employee covered under this agreement is provided a 2-person Dental Plan, Coverage A,

B, and C, at no cost to the employee, except for single employees who shall receive a 100% paid 1-person Dental Plan.

Part-Time Employees: For part-time employees, the City's contribution shall be prorated based upon the number of hours worked per week. (Formula: City Share divided by 40 hours x weekly hours worked.)

Family Plan: 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.

High Option Plan:

Those employees covered by dental insurance under this article, may elect to participate in a High Option Plan available through Delta Dental. The employee shall be responsible for paying the full additional premium cost for the High Option Plan.

Enrollment/Group Re-Opening: Any patrolman requesting initial membership in one of the plans may enter only during a specified enrollment period (group re-opening). Any patrolman 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.

ARTICLE 17 **SICK LEAVE**

The Chief's designee for the purposes of this Article shall be the Bureau Commander or Divisional Supervisor.

Accrual Rate:

- A. Full-Time Employees: Full-Time employees shall be allowed to accrue an unlimited amount of sick hours. Sick leave shall be accrued at the rate of 10 hours per month, a total of 120 hours, in any calendar year. If sick time taken exceeds 120 hours in any calendar year and prior accrued sick leave is available, it may be used for that illness upon approval of the Chief.
- B. Part-Time Employees Part-Time employees shall be allowed to accrue an unlimited amount of sick hours. Sick leave shall be accrued based upon scheduled hours per week. (Ex: 24 hours per week will accrue 9 sick days per year)

Retirement/Death Benefit:

A. **Full-Time Employees:** Payment of combined sick leave and vacation days shall be limited to 140 days. Members (if they so choose) may accrue any combination of sick time and vacation days, with the payout of the combined time being a maximum of 140 days. Any accrued time over 140 days will be forfeited. The calculation of accrued time upon retirement or separation, will first consider accrued vacation time and the remaining balance will be made up of accrued sick time.

Unused sick time shall be paid to 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.

Payment of combined vacation and sick time up to 140 days will be paid to the employee's estate if death occurs while employed by the Department.

B. **Part-Time Employees:** This article does not apply to part-time employees.

Loss of Sick Days:

- A. **Full-Time Employees:** Except in the case of death, accrued sick hours shall be lost if termination of employment is for any reason other than retirement, or voluntarily termination after completion of twenty (20) years with the New Hampshire Retirement System as provided by law.
- B. **Part-Time Employees:** For part-time employees, accrued sick hours shall be lost after termination of employment, including death.

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

Physician's Verification: Employees taking three (3) or more successive sick days shall provide a physician's verification of absence within five (5) days after returning to work. Such verification shall be directed to the attention of the employee's Bureau Commander.

Statement of Absence:

Employees taking less than three (3) days sick leave shall complete NPD Form 700, "Statement of Absence." This form shall be submitted to the attention of the employee's Bureau Commander within two (2) days after returning to work.

Notification: Employees shall provide timely notification to the Desk Sergeant or appropriate on-duty supervisor at headquarters on a daily basis of their intention to take sick leave, unless other arrangements have been made and approved by the employee's Bureau Commander or Divisional Supervisor.

Abuse of Sick Leave: Employees who abuse sick leave, shall forfeit ten (10) days (80 hours) accruable sick time and may be subject to dismissal. If the employee does not have ten (10) sick days (80 hours) accrued, the next ten (10) accrued sick leave days (80 hours) to which the employee is entitled, shall be forfeited.

Sick Leave Bank:

- A. All full-time sworn police officers may maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave credits. Part-Time employees may be eligible to contribute toward the sick leave bank according to the rules outlined by the Sick Bank Committee.
- B. The rules and procedures of the sick leave bank shall be established by 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 18

BEREAVEMENT LEAVE

Definitions: For the purposes of this Article:

- A. The term "bereavement leave" means "a leave of absence granted to an employee upon a death occurring in the employee's Immediate Family."
- B. The Chief's "designee" is the Deputy Chief of Operations or the Bureau Commander. In the absence of the Deputy Chief of Operations or the Bureau Commander, the Chief's designee may be the Divisional Supervisor.

Procedures:

- A. Such leave shall normally commence upon the day following the death of the immediate family member. For full-time employees, the leave shall consist of three (3) consecutive calendar days with pay. Bereavement leave for part-time employees shall consist of two (2) consecutive calendar days with pay. In the event of the death of an employee's parent, spouse or child, bereavement leave shall consist of four (4) consecutive calendar days with pay.
- B. 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 consecutive bereavement leave days as specified above.
- C. At the discretion of the Chief of Police or Deputy Chief of Operations, the consecutive days, as specified in paragraph A, may be broken up between the initial notification and the actual day of the funeral services.
- D. Employees on scheduled time off shall not be eligible for payment for bereavement leave during such time off.

Immediate Family:

Members of the Immediate Family shall include the following:

Wife	Husband	Step-Mother
Mother	Step-Father	Mother-in-Law
Sister	Grandmother	Step-Son
Son	Daughter	Father-in-Law
Brother	Step-Daughter	Father
Grandfather	Step-Brother	Brother-in-Law
Step-Sister	Sister-in-Law	Blood Relative/Ward residing in the same household as the employee

ARTICLE 19

EMERGENCY LEAVE

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

ARTICLE 20

PERSONAL DAYS

For the purpose of this Article the words "personal day" means "a day for which an employee is excused from active duty for personal reasons." The Chief's designee for purposes of this Article shall be the Bureau Commander. In the absence of the Bureau Commander, the designee may be the Divisional Supervisor.

Full-Time Employees: With prior approval of the Chief or designee, and dependent upon manpower availability, an employee may take any number of personal days throughout the calendar year provided their combined time off (vacation days and personal days) taken in a calendar year does not exceed the maximum yearly vacation allotment permitted by this agreement plus 6 days.

Part-Time Employees: With prior approval of the Chief or designee, and dependent upon manpower availability, part-time employee may take a maximum of two (2) personal days during the calendar year.

Procedures for Use of Personal Days:

- A. The employee must provide a written request for the desired personal day to the Chief or designee not more than fifteen (15) days, nor less than two (2) days prior to the date of such personal day. The 2-day notice period may be waived at the discretion of the Chief or designee.
- B. Vacation days will have precedence over personal days. Once the personal day has been approved, the approval is final. Any request to change or cancel an approved personal day shall be made in writing. Approved personal days are subject to cancellation by the Chief or designee only to accommodate the needs of the Department.
- C. Personal days may be taken consecutively. A maximum of 2 weeks (10 personal days) may be taken at one time.
- D. Personal days shall not be accrued or transferred to the next calendar year.

- E. Personal days shall be deducted from the employee's accumulated sick leave. If an employee has no sick leave accrued, the employee shall not be eligible for a personal day.
- F. Any extension to the vacation week(s) by utilizing a personal day may be allowed at the discretion of the Chief of Police or designee.

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

EXCHANGE OF WORKDAYS

Part-Time Employees: Part-Time employees are not eligible for the exchange of workdays.

Full-Time Employees: With prior approval and at the discretion of the Chief or designee, full-time employees may exchange workdays if both employees involved in the exchange agree; provided that written, advance notice signed by both employees involved in the exchange is given to the Chief or designee two (2) days prior to each exchange of workday desired. The two (2) day notice period may be waived at the discretion of the Chief or his designee.

A. Exchanges of workdays (swap-on) that result in an employee working a consecutive shift may be allowed on a limited basis. A consecutive shift exchange of workday (swap-on) is defined as an employee working their normally scheduled eight (8) hour shift and immediately prior or following that shift, swapping-on for another employee to work the employee's normal eight (8) hour shift. Employees will be allowed to work an eight (8) hour consecutive swap-on shift that result in a 16 hour shift no more than three (3) times per quarter, for a total not to exceed twelve (12) consecutive shift swaps per year. Exchanges of workdays will not be allowed if the exchange results in interference with court appearances, scheduled training or otherwise interferes with other police-related duties or the orderly operation of the Nashua Police Department. Exchanges of workdays that result in an employee working consecutive shifts shall be limited to no more than two officers per exchange. This procedure can be suspended or altered by the Chief or Deputy Chiefs of Police if it is determined to be in the best interest of the Department.

B. If an employee involved in such exchange calls in sick on the exchange day, that employee shall lose one (1) day (8 hours) of sick leave. Disputes concerning Exchange of Workdays shall follow the Grievance Procedure through **STEP 3**, at which point, the decision shall be final and binding upon the parties.

C. Officers may accumulate up to eight (8) days or 64 hours of swap-off hours at any given time.

ARTICLE 22

SHIFT EXCHANGES

For the purposes of this Article, "shift" means, "an eight (8) hour tour of duty in excess of a single workday covering the next schedule of assignments period." The exchange will be for the entire schedule of assignments period.

Part-Time Employees: Part-Time employees are not eligible for shift exchanges.

Full-Time Employees: With prior approval and at the sole discretion of the Chief, full-time employees may exchange shifts if both employees involved agree; provided that written advanced notice signed by both employees involved in the exchange is given to the Chief or designee two (2) weeks prior to the next schedule of assignments for the shift desired.

- A. No more than six (6) shift exchanges involving twelve (12) employees shall be allowed during each calendar quarter. If conflicts arise, the seniority of the requesting officer will be the determining factor for approval. Each year an employee may make only one (1) shift exchange under this article.
- B. Disputes concerning shift exchanges shall follow the Grievance Procedure through **STEP 3**, at which point, the decision shall be final and binding upon the parties.

ARTICLE 23

WAGES

Rank	FY2026	Effective 7/1/26 4.0%	Effective 7/1/27 4.0%	Effective 7/1/28 3.5%	Effective 7/1/29 3.5%
Part-time employee**	\$58,080	\$60,403	\$62,819	\$65,018	\$67,294
Second year officer	\$78,022	\$81,143	\$84,388	\$87,342	\$90,399
Second year officer- certified	\$87,718	\$91,227	\$94,876	\$98,197	\$101,634
Patrolman	\$87,718	\$91,227	\$94,876	\$98,197	\$101,634
Senior Patrolman	\$88,388	\$91,924	\$95,601	\$98,947	\$102,410
Master Patrolman	\$93,270	\$97,001	\$100,881	\$104,412	\$108,066
Master Patrolman II	\$95,618	\$100,881	\$104,916	\$108,588	\$112,389
Master Patrolman II (16 yrs. Completed)		\$102,394	\$106,490	\$110,217	\$114,075
Master Patrolman II (20 yrs. completed)		\$103,930	\$108,087	\$111,870	\$115,786

** Part- time officer salary is based upon a 24 hour work week. If these hours change the salary will be pro-rated accordingly.

This schedule includes the following pay increases:

- 1. Effective July 1, 2026, employees shall receive a 4.0% wage increase.
- 2. Effective July 1, 2027, employees shall receive a 4.0% wage increase.
- 3. Effective July 1, 2028 employees shall receive a 3.5% wage increase.
- 4. Effective July 1, 2029, employees shall receive a 3.5% wage increase.

MPO II salary is now based on a 4% increase over Master Patrolman

MPO II with 16 completed years of service earns 1.5 percent more than MPO II

MPO II with 20 completed years of service earns 1.5 percent more than an MPO with 16 completed years of service

Master Patrolman II

Employees obtaining the rank of Master Patrolman-II shall follow the above payroll table. The requirements for the obtaining the rank of Master Patrolman II shall be contained in the Department's Rules and Regulations,

Specialty Pay

Officers assigned to the Narcotics/Intelligence Division will receive a 6% differential pay (6% of the current officer's rank base pay), excluding the POP Unit.

Officers assigned to the Detective Bureau under the Criminal Investigation Division, the Special Investigation Division, and the Evidence/Identification Division, excluding School Resource Officers, officers assigned to the DV Unit and part-time officers, shall receive a 1% differential pay (1% of the current officer's rank base pay).

Firearms Training Unit members shall receive a 1% differential pay (of the officer's current base pay) for the period they are assigned to the unit.

Field Training Officers ("FTO") shall receive 1.5 hours of overtime for each completed 8 hour shift they train a new officer. Officers must be a member of the FTO Unit and must complete a daily evaluation of a police trainee to qualify for this overtime payment. This payment shall not pertain to ride-alongs of any other kind.

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

Canine Duty Pay

In compensation for the time spent off-duty by canine officers maintaining their assigned dogs, canine officers shall receive three (3) hours of overtime per week.

ARTICLE 24 **WORK SCHEDULE**

Full-Time Officers: Full-Time officers may be assigned to work any of the following work schedules:

- A. 4 day on, 2 day off work schedule.
- B. A 5 day on, 2 day off work schedule.

Employees designated as Group 8, 9, or 10 who work the five (5) days on, two (2) days off schedule, shall receive an additional seventeen (17) days off per calendar year (known as

"Special Personal Days"), which shall be designated by the employee upon approval of the appropriate Bureau Commander.

Such days off shall be prorated accordingly for those officers transferring from one day-off schedule into another for a portion of the year.

Officers transferring from a 5 & 2 Schedule into a 4 & 2 Schedule shall receive their pending Special Personal Days as days off prior to their transfer into another Bureau as approved by the appropriate Bureau Commander. A total of three (3) Special Personal days off can be taken consecutively

Part-Time Officers: The language under Article 24 does not pertain to part-time employees. Part-Time employees shall be flexible in their work schedule in order to meet the Department's needs and shall be assigned to work particular days during the week by the appropriate Bureau Commander or designee. Part-Time employees shall work their technical or specialty assignment only, and his regular schedule shall not be altered to work at any patrol police function. As required by State Law regarding light duty assignments for workers compensation claims, the part-time employee may be assigned to work at other low impact assignments within their Bureau or other Bureaus.

ARTICLE 25

OVERTIME

Full-Time Employees: Time and one-half the regular rate of pay shall be paid for all work done in excess of eight (8) hours in any one (1) day of scheduled duty.

Part-Time Employees: Part-Time employees are not eligible for overtime

Duty Callback Overtime – Full-Time Employees:

- A. Except as provided below, all callback overtime shall be for a minimum of three (3) hours, provided that if the three (3) hour minimum overlaps with regular duty time, overtime pay shall be only for hours worked in excess of the regular duty schedule.
- B. Members shall be compensated for thirty (30) minutes preparation time at time and one-half the regular rate of pay only when the call to report back is within two (2) hours of the time required for reporting to duty and the actual time worked is three (3) hours or more.
 - 1. When actual time worked is less than three (3) hours, preparation time will not be compensated.
 - 2. "Duty callback overtime" does not cover court time, training, ALS hearings, other administrative hearings, or similar events.
 - 3. Compensation for "preparation time" does not include travel time or mileage reimbursement.

Duty Callback Overtime – Part-Time Employees: The policy for part-time employees under Article 33, "Time Coming" shall apply.

ARTICLE 26

COURT TIME

Full-Time Employees: For time in court, full-time employees shall be paid time and one-half the regular rate of pay. All court overtime shall be for a minimum of three (3) hours, provided that if the three (3) hour minimum overlaps with regular duty time, overtime pay shall be only for hours in court in excess of the regular duty schedule. Any time in excess of three (3) hours shall be paid based upon hours worked. The Department will notify an employee of the need to appear in 9th Circuit Court or at any ALS hearing at least twenty-four (24) hours in advance. The Department shall notify an employee of the cancellation of a 9th Circuit Court appearance or any ALS hearing appearance at least twenty-four (24) hours in advance. If the Department does not give twenty-four (24) hours' notice of a 9th Circuit Court appearance or any ALS hearing or cancellation, the Department shall pay the employee one (1) hour of overtime compensation in addition to any other amounts due.

Part-Time Employees: The language under this Article does not pertain to part-time employees. Their work schedule will be rearranged during the week in order for the part-time employee to attend the necessary court on behalf of the Department. The Department will notify an employee of the need to appear in the 9th Circuit Court at least twenty-four (24) hours in advance. The Department shall notify an employee of the cancellation of a 9th Circuit Court appearance at least twenty-four (24) hours in advance. If the Department does not give twenty-four (24) hours' notice of a 9th Circuit Court appearance or cancellation, the Department shall pay the employee a 1-hour penalty fee based on the employee's 1 ½ times normal rate in addition to any other amounts due.

ARTICLE 27

OUTSIDE DETAILS

Effective August 1, 2024:

Definitions:

Outside Details: An outside detail, otherwise known as a "special duty police service," is a type of secondary employment that is outside of an officer's normal duty assignment and conditioned on the actual or potential use of law enforcement powers by the officer. Members may only partake in outside details pursuant to the procedures outlined in NPD SOP 52 and must have no other department obligation during the same time that the outside detail is scheduled.

Mandatory Outside Details: A mandatory outside detail is a type of outside detail that has been determined by an NPD supervisor to warrant and require the presence of police personnel and services for either life safety, public safety or traffic safety purposes. A mandatory outside detail may also be a designated outside detail that this agreement has pre-determined and categorized to be as such. Enhanced rates may not be stacked except in the instance of road or utility work, in which case the overnight, extended, and Holiday rates may be stacked.

Mandatory Assignments: Mandatory assignments are department assignments for City, State or Federal government sponsored events that have been categorized and/or pre-determined by this agreement to warrant the presence of police personnel for life safety, public safety or traffic safety purposes. Mandatory assignments will be paid at the outside detail rate and at the rate of the outside detail rate plus \$20.00 to supervisors tasked with performing a supervisory function. Additional qualifying enhanced rates may not be stacked or added on to assignments in this category.

Mandatory Outside Details	Mandatory Assignments
Gate City Marathon	Veterans Day Parade
Nashua Pride Parade	Memorial Day Parade
Strike detail duty enhanced rate	4 th of July Fireworks celebration
Road or utility construction or repair work that needs to be repaired on an emergency basis or under urgent circumstances.	Holiday Stroll
As determined by a supervisor for life safety, public safety, or traffic safety purposes.	Polling station details
	Snow Emergencies enhanced rate
	Nashua School Department events - as determined based on need. These may include: dances, sporting events, graduations, etc.
	Presidential visits
	Special assignments funded by State or Federal grant funds, as determined by the Chief of Police.

Summary of Rates & Enhanced Rates

Outside detail rate	MPO II rate x 1.5
Outside detail rate — for supervisors positions	Outside detail rate + \$20.00
Mandatory outside detail rate	Outside detail rate + \$10.00. Additional supervisory and/or enhanced rates do not apply and cannot be added onto or stacked on top of this rate.
Mandatory outside detail rate — supervisory positions	Outside detail rate + 30.00
Mandatory assignment rate	Outside detail rate
Mandatory assignment rate — supervisory positions	Outside detail rate + \$20.00
Mandatory assignment— Snow emergency	Outside detail rate x 1.5
Overnight hours detail rate	Outside detail rate + \$10.00 per-hour between the hours of 1900hrs - 0600hrs.
Alcohol detail Rate	Outside detail rate + \$10.00 per-hour for details at establishments where alcohol is served during the detail.
Overnight & Alcohol detail rate	Outside detail rate + \$20.00 per-hour. Overnight rate begins at 1900 hrs.
Holiday detail rate	Outside detail rate x 1.5 for outside details worked on the following holidays: New Year's Day, 4 th of July, Thanksgiving, Christmas Day, starting at 1900 hrs. on the eve before holiday. Additional supervisory and/or enhanced rates do not apply and cannot be added onto or stacked on top of this rate.
Strike detail rate	Outside detail rate x 1.5
Extended outside detail rate	Outside details that extend beyond an 8 hour period will be compensated for at an additional rate of \$20.00 per hour for the time that is worked beyond 8 hours.

Emergency detail rate	Emergency or urgent road or utility construction work outside details that are requested within 4 hours of the start time of the detail will be compensated for at the outside detail rate + \$20.00 per hour.
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Part-Time Members: Part-Time members are eligible to work outside details.

A. Compensation Rates:

- 1 The outside detail rate shall be compensated for at a rate of time and one-half of the hourly rate of a Master Patrolman II.
- 2 The mandatory outside detail rate shall be compensated for at the outside detail rate plus \$10.00 per-hour.
- 3 Mandatory assignments will be compensated for at the outside detail rate unless specifically designated otherwise.
- 4 Once a compensation rate of time and one-half of the outside detail rate is in effect, compensation is capped and no other supervisory or enhanced rates may be added onto the compensation rate.
- 5 Compensation rates shall be calculated in quarter-hour increments by rounding-up to the nearest quarter hour increment.

B. Supervisors: Outside details, mandatory outside details and mandatory assignments requiring the service of three (3) or more detail officers may require that an additional ranking supervisor be assigned to supervise the detail or assignment. The decision to approve the assignment of a supervisor to supervise the detail shall rest with the Chief of Police, a Deputy Chief of Police or Bureau Commander. For outside details and mandatory assignments that require supervisory positions, the supervisory positions must be filled with a supervisory member that is either of the same rank or exceeding the rank that has been designated for the position.

- 1 The outside detail and mandatory assignment compensation rate for supervisors shall be compensated for at the outside detail rate plus \$20.00 per-hour, unless specifically designated otherwise.
- 2 The mandatory outside detail rate for supervisors assigned to supervisory positions shall be compensated for at the outside detail rate plus \$30.00 per-hour.

C. Alcohol Rate: Outside details where alcoholic beverages are served during the detail shall be compensated for at the outside detail rate plus \$10.00 per-hour.

D. Overnight Rate: Outside details worked between the hours of 1900hrs to 0600hrs, with the exception of Nashua School Department events such as sporting events, dances and graduations, shall be compensated for at the outside detail rate plus \$10.00 per-hour. In circumstances where an outside detail is between the hours of 1900hrs - 0600hrs and alcoholic beverages are served at the location, compensation shall be at the outside detail rate plus \$20.00 per-hour.

E. 4 Hour & 3 Hour Minimums: Outside details and mandatory outside details that last up to 4 hours shall be compensated for at a minimum of four (4) hours at the applicable rates. Mandatory assignments shall be compensated for at a minimum of three (3) hours at the above rates.

F. 8 Hour Minimums: All outside details for road or utility work that extend past four (4) hours but are less than eight (8) hours, shall be compensated for at a minimum of eight (8) hours

at applicable rates. In circumstances where an eight (8) hour minimum extends past the start of a member's scheduled work shift or tour of duty, the member will only be entitled to compensation for the time that is before the start of their scheduled shift or tour of duty. Overlaps of outside detail time with shift time for details in this category are not permitted and members will not be compensated for any time that overlaps.

- G. Extended Outside Details: All outside details that extend past eight (8) hours in duration shall be compensated for at the outside detail rate plus \$20.00 per-hour for the time that is worked beyond eight (8) hours.
- H. Late Notification Outside Details: Outside details involving construction or utility work shall be compensated for at the outside detail rate plus \$20.00 per-hour.
- I. Strike Details: Outside details requested for labor strikes shall be compensated for at a rate of time and one-half the outside detail rate for all hours worked.
- J. Holiday Rate: All outside details scheduled on New Year's Day, Fourth of July, Thanksgiving, and Christmas Day shall be compensated for at a rate of time and one-half the outside detail rate for all hours worked starting at 1900 hrs. on the eve of the recognized holiday and until midnight of the holiday.
- K. Mandatory Assignments for Snow Emergencies: Mandatory assignments for city-declared snow emergencies mandatory shall be compensated for at a rate of time and one-half the outside detail rate.
- L. Vendor Cancellations: Any contractor who books a detail from the Nashua Police Department shall have up to eight (8) hours 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 detail is not canceled prior to eight (8) hours before the scheduled start of the detail.
- M. Pension Differentials: 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: \$259.99. paid for four (4) hours of outside detail work performed at the rate of \$65.00 per hour, for a member hired on July 15, 2011, would receive a differential calculated at the hourly rate of the current Employer Contribution Pension Rate times the number of hours worked. Example: Current Rates: (\$65.00 x 31.28%) (times 4 hours).
- N. Management & Filing Procedures: Outside details, mandatory outside details and mandatory assignments will be received, processed and filled in accordance with the guidelines and procedures outlined in NPD Standard Operating Procedure 52, as well as all other related and applicable NPD Standard Operating Procedures and Nashua Police Department Rules and Regulations.

ARTICLE 28

BULLETIN BOARD

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

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

ARTICLE 29

PARTIAL INVALIDITY AND SEPARABILITY

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

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

ARTICLE 30

EDUCATIONAL BENEFITS & EDUCATIONAL INCENTIVE

Part-Time Employees: Part-Time employees are not eligible for Educational Benefits or Educational Incentives.

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

- A. The maximum amount the Department will pay per class for the fiscal year covered by this collective bargaining agreement will be \$900.
- B. The Commission shall reimburse employees up to 50% of the tuition costs for one course successfully completed during the academic term under the following conditions.
 - 1. The course selected by the employee must be degree-related and 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 degree must be police-related. The final decision of whether or not the degree is police-related shall be determined solely at the discretion of the Chief.
- C. Below are acceptable examples which may be considered related degrees. The list is considered a partial listing only and is not limited solely to the previously stated degrees.

<i>Business Administration</i>	<i>Business Management</i>	<i>Sociology</i>
<i>Psychology</i>	<i>Criminal Justice</i>	<i>Political Science</i>
<i>Liberal Arts</i>	<i>Physical Education</i>	<i>Computer Science</i>

Educational Incentives – Full-Time Employees:

- A. After July 1, 2022 and on a yearly basis, full-time employees shall be paid on the Thursday closest to December 1st a lump sum In accordance with the following guidelines.
1. The employee shall receive only one lump sum of (\$1,000.00) for a Bachelor's Degree, no matter how many Bachelor's Degrees the employee has earned. The employee shall not receive an additional incentive of \$500.00 for an Associate's Degree.
 2. The employee shall receive only one lump sum of (\$1,250.00) for attaining a Master's Degree no matter how many Master's Degrees the employee has earned. The employee shall not receive an additional incentive of (\$1,000.00) for their Bachelor's Degree as this is a prerequisite for a Master's Degree.
 3. The employee shall receive only one lump sum of \$500.00 for attaining an Associate's Degree, no matter how many Associate's Degrees the employee has earned.
 4. Any employees who has served in any branch of the armed services and has been honorably discharged or is currently serving in the military will receive a lump sum of \$500.00. The employee will not be eligible to receive this incentive if they elect to receive one of the other educational incentives that are part of this program.
- B. It is the responsibility of the employee to submit to the Business Manager or designee, by November 1st, a copy of the completed degree in order to become eligible for the yearly payment of the Educational Incentive. If the employee does not submit a copy by November 1st, or they earn their degree after the deadline, they shall not become eligible to receive the Educational Incentive until the following year.

This article shall not be subject to the grievance procedure.

ARTICLE 31
WAIVER

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

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

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

parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

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

ARTICLE 32

COLLECTIVE BARGAINING MEETINGS AND CONTRACTS

- A. No more than five (5) representatives of the Union shall be designated to attend collective bargaining meetings with the Commission or its representative. No more than three (3) such representatives attending negotiating meetings shall be employees who are normally scheduled for duty during the time the meeting is being held. The designated representatives of the Union shall be given a reasonable opportunity to meet with the Commission or its representatives during working hours without loss of compensation.
- B. The Commission agrees to make arrangement for, and assume the cost of, printing this Agreement. The Union agrees to provide a copy of the Agreement to each bargaining unit employee.
- C. Extra copies of this Agreement may be made available to each bargaining unit member by the Commission or the Department.

ARTICLE 33

TIME COMING

- A. **Part-Time Employees:** Part-Time employees are not normally eligible for time coming; however, due to emergency situations; i.e., murder investigations, part-time employees may earn compensatory time for time worked in excess of their normal work week. Such time worked must be approved by the Chief of Police or designee.
 - 1. For time worked in any normal workweek beyond 24 hours and up to 40 hours, part-time employees shall earn straight time compensatory time off.
 - 2. For time worked in any normal workweek beyond 40 hours, part-time employees may earn compensatory time off at the rate on one and one-half (1 ½ hours) for every hour worked beyond 40 hours.
 - 3. The maximum amount of time coming which may be accrued is based on the emergency situation during the week; however, such time shall be taken within the same or following week of being earned. Requests for compensatory time shall follow the same form as for overtime and shall be submitted to the appropriate Bureau Commander or designee for prior approval.
- B. **Full-Time Employees:** Full-Time employees (other than Uniform Field Operations Bureau personnel), shall earn compensatory time off at the rate of one and one-half (1 1/2) hours for every hour worked on overtime. A maximum of twenty-four (24) hours compensatory time may be accumulated.

1. 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. All compensatory time off shall be taken within six (6) months of being earned.
2. Requests for compensatory time shall follow the same form as for overtime and shall be submitted to the appropriate Bureau Commander or designee for prior approval.
3. Employees transferring to the Uniform Field Operations Bureau shall take all accrued compensatory time upon transfer.

ARTICLE 34

LONG TERM DISABILITY COVERAGE

Part-Time Employees: Part-Time employees are not eligible for Long Term Disability Coverage.

Full-Time Employees: Full-Time employees covered by this Agreement are eligible for coverage under the City's Long-Term Disability Plan after completion of three (3) years of continuous, full-time service and after 45 continuous days of absence due to a non-job-related illness/injury. This benefit is subject to federal income tax and covers only non-job-related illnesses/injuries. There shall be no cost to the employee for this benefit.

- A. After 45 continuous days of illness/injury, the City will pay 70% of an employee's regular straight-time pay, but not more than \$3,000 per month, for not more than two (2) years. This disability income would be reduced by any social security or retirement disability payments that the employee receives, and it ends upon the employee's retirement.
- B. The plan does not cover disabilities resulting from war, nuclear explosion/incident, insurrection, rebellion, participation in a riot, self-inflicted injuries, attempted suicide, or natural disaster. (A more detailed description of the Plan will be provided to the employee upon becoming eligible for this coverage.)

ARTICLE 35

SHIFT BID SYSTEM

Shift Bid System Oversight Committee:

- A. When deemed appropriate by Management and/or the Union, a Shift Bid System Oversight Committee will be established comprised of six (6) members: three (3) members to be selected by the Union from among the bargaining unit; and three (3) members to be selected at large by the Chief of Police.
- B. The Members chosen from the Union shall serve on a voluntary basis and shall not receive any overtime compensation if a meeting is scheduled on off-duty time. If conditions allow, the appropriate Bureau Commander may alter the member's schedule if working on a shift other than the time of the meeting.
- C. The Committee shall be a standing committee and shall meet on a monthly basis or more frequently if necessary, to review and monitor the progress of the shift bidding system, and to recommend changes in the procedures or protocols to be followed in carrying out the objectives outlined herein.

- D. Official minutes of each meeting shall be taken and preserved. A quorum of six (6) members shall be required for any recommendation or action by the Committee. In order to be operative, recommendations of the Committee must be supported by four (4) Committee Members. The Committee may establish its own internal procedures to the extent they do not conflict with the terms and conditions of this Agreement. The Committee shall have no authority to negotiate or change the Shift Bidding Procedures listed below without the combined approval of the Union and the Chief of Police. At any time Management and the Union may agree to reopen the Shift Bidding Article, enter into a Side-Bar Agreement, or take no actions until the next negotiations session.
- E. The Committee may be dissolved at any time upon the agreement of both parties.

Shift Bidding Procedures:

The Shift Bidding System shall be limited solely to full-time employees assigned to the Uniform Field Operations Bureau. Further, it shall be limited solely to shift selection and to no other aspect of an employee's duty assignment.

- A. Annually, between October 1 and November 30, employees shall, in the order of their Department seniority, select assignments to one (1) of six (6) shifts for each quarterly period in the ensuing calendar year. The bidding year shall be co-extensive with the calendar year.
 - 1. Throughout the year, for personnel coming off a shift and/or having a group number change, the process of initiating them into the upcoming shift period will require that they be phased in upon returning from their days off. Therefore, some officers will not actually change shifts/group numbers until after the date noted on the personnel order.
 - 2. After all bid selections have been made, employees may be reassigned so as to insure that each shift has a sufficient amount of coverage (distribution of patrol personnel based on current workload demands) and to assure that the number of sectors on each shift is proportionate to the workload occurring on each shift.
 - 3. Such reassignments shall be made on the basis of inverse Department seniority; i.e., the least senior employee shall be the first employee to be reassigned. The particular shift to which an experienced employee is assigned shall be determined by Department Management; however, consideration may be given to employee preference. There will be a minimum of six (6) experienced employees per shift.

For purposes of this Article, the words "experienced employees" mean employees who have completed two full years within the Department.

- 4. Employees transferring into the Uniform Field Operations Bureau shall be assigned at the discretion of the Chief for the balance of the current quarterly period during the shift-bidding year. They will be afforded the opportunity to bid for the balance of the shift-bidding year, based upon their Department seniority. Such requests shall be submitted a minimum of two weeks prior to the next schedule of assignments effective date. However, such reassignment shall be subject to the requirements of the Department and approved by the Chief.

5. As openings occur on any shift, employees may apply, in writing and submitted a minimum of two weeks prior to the next schedule of assignments effective date, for such openings based upon their Department seniority. However, such reassignment shall be subject to the requirements of the Department, approved by the Chief, and shall be effected no later than the quarterly shift date.
- C. Employees may be temporarily assigned to any shift in order to meet Department requirements. Such temporary assignments normally shall not exceed a period of six (6) months. Effective January 2, 2004, this period shall change to 3-months to coincide with the quarterly shifts.
- D. As a result of shift bidding, it may be necessary for the Department to assign new day-off group numbers for each quarterly period.
- E. Employees transferred out of the Uniform Field Operations Bureau shall no longer participate in the shift- bidding program.
- F. Probationary employees shall be assigned at the discretion of the Chief during the training and probationary period and for the balance of the current quarterly period during the shift bidding year. They will be afforded the opportunity to bid for the balance of the shift-bidding year based upon their Department seniority. Such requests shall be submitted a minimum of two weeks prior to the next schedule of assignments effective date. However, such reassignment shall be subject to the requirements of the Department and approved by the Chief.
- G. It is further understood that nothing herein shall serve, or be construed as limiting the discretion and authority of the Chief of Police to assign or reassign any employee according to the needs of the Department.

It is understood by all parties that the Shift Bidding System shall not otherwise constitute a waiver of management's right to determine and assign shifts according to the needs of the Department and the judgment of management.

ARTICLE 36

MILITARY LEAVE OF ABSENCE

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

- A. **Compensation Guidelines:** The City will pay the difference of whatever military compensation is paid to each reservist, provided it does not exceed 100% of one's monthly employment compensation, during all succeeding months up to five years that the employee may be on active duty. This includes weekend training, annual training, and active duty. Compensation will be made on a weekly basis.
- B. **Health & Dental Insurance Premiums:** The City and the employee will continue to pay their respective share of health and dental insurance premiums associated with their respective plans up to five years, if employee chooses.

- C. **Seniority Rights:** The employee will maintain seniority rights up to a maximum of five years.
- D. **NH Retirement System:**
1. If a member leaves NHRS- covered employment to enter directly into the United States Armed Forces and returns to NHRS- covered employment within one year following termination of active military duty, a member may receive credit for up to three years at no cost.
 2. The City and the employee will continue to pay their respective share to the employee's retirement plan if necessary.
- E. **Accrual of Vacation Leave:** The employee will continue to accumulate all vacation and sick time on a monthly basis as set forth by the CBA.
- F. **Reporting Back to Work/Discharges:** Employees will be required to report back to work in accordance with USERRA: Section 4312 (e). Anyone discharged under the provisions of USERRA: Section 4304 will be disqualified from receiving all the above stated benefits.
- G. **Re-Employment Benefits:** Employees will be entitled to re-employment benefits in accordance with the provisions of USERRA: Section 4312 and 4313

ARTICLE 37
TERM OF AGREEMENT

This Agreement shall remain in full force and effect from midnight, July 1, 2026, until midnight, June 30, 2030.

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

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

This Agreement is dated _____, 2026.

NASHUA POLICE COMMISSION

NASHUA PATROLMAN'S ASSOCIATION

WITNESSES:

WITNESSES:
