

**WORKING AGREEMENT
BETWEEN
THE PORTSMOUTH POLICE COMMISSION
AND
PORTSMOUTH POLICE PATROLMAN'S UNION,
NEPBA LOCAL #11**

JULY 1, 2019 TO JUNE 30, 2023

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1. PREAMBLE

The PORTSMOUTH POLICE COMMISSION, hereinafter referred to as the COMMISSION, and the PORTSMOUTH POLICE PATROLMAN'S UNION, LOCAL #11, hereinafter referred to as the UNION in order to arrange and maintain fair and equitable earnings, uniform labor standards and rates and operating conditions, and to promote fair and amicable means of adjustment of any and all disputes which may arise between the parties hereto, and to continue the harmonious relationship which exists between the Police Department and its permanent employees, and to promote the morale, equal rights and opportunities, the well-being and security of the Police and the citizens of the City of Portsmouth, the COMMISSION and UNION AGREE AS FOLLOWS: (Amended: February 19, 1987)

2. RECOGNITION

The Commission recognizes the UNION as the sole and exclusive bargaining agent for all permanent members of the Portsmouth Police Department but excluding all members above the rank of Patrol Officer and Parking Enforcement Officers and all civilian employees who are not employed as police officers of the Department, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. Nothing in this agreement shall deprive or limit any member of the Portsmouth Police Department or of the UNION in the exercise of any rights, powers and liberties granted them by the laws of the State of New Hampshire or of the United States of America. The Union shall not post any materials which are obscene, defamatory, or impair the operation of the Police administration, the City or the Police Department. (Amended October 6, 2003)

3. UNION SECURITY

Any member of the Portsmouth Police Department below the rank of Sergeant who is a member of the UNION, as of the date of the signing of this Agreement, and any member of the Portsmouth Police Department who becomes a member of the UNION during the term of this Agreement, shall remain a member of the UNION for the duration of this Agreement except upon termination of employment or upon resignation from the UNION during a fifteen (15) day 'window period' from August 1 to August 15 of the first year of this agreement and its successor agreements. If the parties have not effectuated an agreement by August 1 of the first year of that agreement's term, the window period for the resignation shall be for fifteen (15) days beginning with the date that the parties effectuate such agreement.

4. MANAGEMENT RIGHTS

The COMMISSION, through the Chief of Police, retains the rights to issue rules, regulations, and Departmental policies governing the internal conduct of the Police Department. All the rights, responsibilities and prerogatives that are inherent in the COMMISSION or the Chief of Police by virtue of statutory or charter provisions cannot be subject to any grievance or arbitration proceeding. Without limiting the foregoing, the Commission, through the Chief of Police and the command structure, shall retain the full authority to determine and alter beat boundaries to meet the safety needs of the City. (Amended October 6, 2003).

5. EMPLOYEE RIGHTS

The COMMISSION and the Police Department agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the

UNION, or to discriminate against any employee because he or she has given testimony, or taken part in a grievance procedure, or proceedings of the UNION. It is agreed that an employee shall not be transferred or reassigned unjustly or unreasonably and that no permanent employee shall be disciplined except for just cause, and that any and all disciplinary actions taken against any member of the Portsmouth Police Department covered by this Agreement will be subject to the grievance procedure. (Amended October 6, 2003).

6. FAIR PRACTICES

The COMMISSION and the Police Department and the UNION reaffirm and will maintain the policy not to discriminate against any person because of sex, race, creed, color, national origin, marital status, sexual orientation, Veteran status, disability, participation in UNION activities and affairs, or any other status or characteristic protected by Federal, State or Local law or ordinance. (Amended: April 10, 1990, October 6, 2003, November 2019)

7. MANAGEMENT - LABOR MEETINGS

(A) The COMMISSION and the UNION shall meet at reasonable times and places to negotiate changes in this and successor Agreements. No more than three (3) officers shall be designated for such negotiation purposes, and they shall suffer no loss of pay in attending such meetings.

(B) Grievance meetings with the COMMISSION and/or the Chief of Police shall be held during mutually satisfactory time periods. No more than two (2) officers, including the grievant, shall attend such meetings without loss of pay. (Amended: February 19, 1987) (Amended: April 10, 1990)

(C) Officers who are off duty will not be compensated for their attendance at meetings or hearings related to grievances, including arbitration hearings, but off-duty officers are entitled to compensation for attending negotiations and management-labor meetings. (Amended October 6, 2003).

8. NEW EMPLOYEES

All new police officers shall serve a probationary period of twelve (12) months as a full-time police officer. Probationary officers are considered at will employees and can be terminated without cause at any point in the probationary period. Probationary officers may not contest termination through the grievance procedure of this Agreement nor through the New Hampshire Public Employee Labor Relations Board on the ground of breach of contract, although other statutory challenges to termination remain available to the probationary employee. Probationary employees will be designated TBA and will not be eligible for shift pick. All police officers who have satisfactorily completed the probationary period shall be known as "Permanent Police Officers" and the time spent on probation shall be considered as a portion of seniority. Permanent employees may, upon completion of their probationary period, become members of the UNION and shall come under the terms of this Agreement. The department will make available to UNION officers departmental copying equipment on an as needed basis for making copies of the labor Agreement for distribution to its members and to newly hired police officers. (1 Amended: July 01, 1974); (2 Amended: February 19, 1987); (3 Amended: April 10, 1990) (4. Amended October 6, 2003)

9. RESIDENCY

As a condition of employment, all patrol officers will be domiciled to within a thirty (30) mile radius of the border of the City of Portsmouth and shall remain domiciled within that radius during their term of employment. Newly hired patrol officers shall, within six (6) months of employment, become domiciled to within a thirty (30) mile radius of the border of the City of Portsmouth and shall remain domiciled within that radius during their term of employment. (Amended: July 01, 1985, October 6, 2003, September 7, 2016).

10. SENIORITY

The seniority of a police officer shall be determined by the length of time the officer has been a member of the Police Department, including time served in a probationary status, and in the event the officer is a rehired employee as stated in Section 11. In the event that more than one (1) employee was employed on the same date, then the seniority and shield numbers shall be determined according to the grade received on their written entrance examination. If two (2) or more employees receive the same grade, then a supplementary examination shall be given. The officer receiving the highest mark shall have seniority over the officer receiving the next lower mark, and shall continue down the line until all officers have been assigned a position in Seniority. The lowest number, being number one (1), shall be assigned to the most senior officer, and the remaining shield numbers shall be issued numerically by seniority to all other police officers. (Amended: July 01, 1982, October 6, 2003)

11. REHIRED EMPLOYEES

Any rehired employee who has already completed a probationary period shall not be required to serve another probationary period if rehired within an eighteen (18)-month period from the date he or she terminated employment. Seniority shall be restored except for the time not employed by the Department and the rate of pay shall be determined by the COMMISSION. (Amended: July 01, 1982, October 6, 2003)

12. SENIORITY LISTS

A. The Police Department shall establish a seniority list and it shall be posted as changes are made. Any objection to the list as posted shall be reported within ten (10) days of said posting, or it shall stand approved. Seniority time, as stated in Section 10 of this Agreement, shall commence from the first day of employment as a probationary officer on a full-time basis.

B. The seniority list for Special Detail is to be incorporated in the primary seniority listing. Special Detail employees shall be allowed to participate in all competitive examinations for which they are otherwise eligible. In the event that Special Detail positions are eliminated, requiring return to uniform of one (1) or more Special Detail employees such return to uniform shall be in inverse order of Special Detail seniority. Special Detail employees returned to duty as a patrol officer shall not be entitled to the Special Detail stipend, but will receive a pro-rated payment for all time served in Special Detail.

C. A Special Detail officer returned to uniform due to a reduction in force shall have recall rights to Special Detail positions for two (2) years, or until he/she is returned to a Special Detail position, whichever occurs first. (Amended: April 10, 1990, October 6, 2003).

13. VACANCIES

Vacancies in the position of Patrol Officer and Special Details shall be filled as soon as practicable as determined by the Chief of Police. (Amended October 6, 2003).

14. SPECIAL DETAILS AND CANINE HANDLERS

A. Any positions or assignments in the Police Department not subject to regular shift rotation shall be considered as a "SPECIAL DETAIL," involving an increase in compensation and shall be open to competitive examination. Any officer of the Police Department having completed two (2) consecutive years of service on the date of the examination or before, shall be considered an eligible candidate to take part in an examination for the position, as per Section 16 of this Agreement. (Amended: July 01, 1982) (Amended: February 19, 1987) (Amended March 19, 1999) (Amended October 6, 2003).

B. Effective January 1, 2004, Canine handlers will be paid four (4) hours of overtime per week for the care, feeding and training of the dog.

1. Officers with two years of consecutive service on or before the date of the examination shall be considered eligible to take part in the examination and/or assessment center for this position, as per section sixteen of the contract. Applicants will appear before an oral board of certified canine handlers and instructors, who will make their recommendations to the Chief of Police and the Board of Police Commissioners for appointment. Applicants must own or reside at a property that is suitable for the care and maintenance of a police canine.

2. Candidates on the K-9 list will have no standing on the Special Detail list unless they have successfully completed the candidate process for a Special Detail position. (Grandfather Clause: Officers Mansfield and Black shall have the right to a Special Detail vacancy if, for any reason, they no longer have a canine and are therefore unable to continue as part of the K-9 unit.)

3. In the event of a reduction in force, K-9 officers shall not be considered "Detectives" for purposes of personnel reduction.

4. Officers assigned to the K-9 Unit will not be subject to normal shift rotation. The K-9 officers will be assigned to the Bureau of Patrol Services. Duty hours will be arranged by management based on the number of canine teams and support needs. On shift, K-9 officers will be assigned as "TBA", (To Be Announced), and utilized to fill vacancies in the shift assignments. The administration will have the ability to adjust their hours and days off.

15. PROMOTION TO SERGEANT

Vacancies in the Sergeant ranks will be posted and members having completed five (5) years of continuous service or more at the time of the test shall be permitted to sign up for participation in a competitive examination as per Section 16. All appointments and promotions up to and including the rank of Sergeant, shall be made from the ranks of the Department and not from an outside source.

16. PROMOTIONS

Promotions in the Portsmouth Police Department for the rank of Sergeant, or for vacancies in any Special Details, shall be made by the COMMISSION from a list of candidates who have successfully passed the following requirements:

A. They must have fulfilled the time requirements as stated in Section 14 and 15, and have successfully completed a written examination and assessment center.

B. A candidate for promotion must receive a passing score on the written portion of the examination before being allowed to continue to participate in the assessment center. The passing score shall be posted prior to the testing procedures.

C. After both the written examination and assessment center have been completed, the written portion will carry sixty percent (60%) of the weighted score and the assessment center forty percent (40%). An assessment center involves the performance-based appraisal of the candidates through a practical exercise process. Candidates are evaluated by a team of appraisers who are trained to conduct a series of exercises that reflect the duties required of the position being sought by the candidates for promotion.

D. Seniority shall be included in the total score, and shall be computed as follows:

D.1 In the case of any officer having completed six (6) years or more of continuous service, he/she shall receive one (1) point for each year of seniority accrued from six (6) years to the end of the tenth (10th) year.

D.2 He/she shall receive an additional point for each five (5) years completed after ten (10) years, as indicated in the following:

6 years:	1 point
7 years:	2 points
8 years:	3 points
9 years:	4 points
10 years:	5 points
15 years:	6 points
20 years:	7 points
25 years:	8 points
30 years:	9 points
etc.	

These points will be added to the examination scores, and shall count in determining his/her position on the established list. The COMMISSION may make an appointment from any one of the top three (3) candidates. In the event that an officer who is ranked amongst the top three (3) scorers on the Availability List, chooses to remove him or herself from the candidacy for a particular position, his/her candidacy slot shall be filled by an officer desiring to be a candidate, who scored the next highest on the Eligibility Listing. Officers not desiring to be considered a candidate for a particular promotion, shall retain his/her numerical position on the Availability Listing, until said Listing is replaced. This Availability List will remain in effect no more than two (2) years from the date of the exam, or until repealed by the COMMISSION. A new list will be posted and exams given prior to the expiration of the Availability List. Any officer whose name is still on the List at the time of its expiration, shall then be required to take part in the next exam to have his/her name again placed on the Availability List.

Notice of all exams, including the areas to be tested, materials for review, numbers of positions to be filled, when possible, and the list of eligible officers shall be posted at a reasonable time prior to the examination date. (Amended: July 01, 1980) (Amended: February 19, 1987)

17. PERSONNEL REDUCTION

In the case of a reduction in the ranks of the Police Department, employees with the least seniority will be first to terminate their employment or be temporarily laid off. Rehiring will be done opposite the laying-off procedure, in that, the officer laid off last because of higher seniority will be the first rehired. Should he/she refuse for whatever reason, he/she will lose all seniority and be placed at the bottom of the re-hiring list. Rehire rights shall expire two (2) years after the date of lay-off. (Amended October, 1994, October 6, 2003).

18. TEMPORARY SERVICE OUT-OF-RANK

Members of the Police Department who are designated to assume the duties and responsibilities of a higher rank shall be compensated for this service at the same rate of pay as the person for whom they are filling in. Such higher rate shall apply for all the time spent in this position providing that a vacancy exists in that rank.

19. SALARIES

The salary schedule attached hereto as Appendix A shall apply to the officers covered by this Working Agreement.

To be eligible for the Master Patrol Officer II step, the officer must be at the Master Patrol step and have twelve (12) years or more years of service. Effective July 1, 2013, a fifteen (15)-year Master Patrol III step at three percent (3.00%) above Master Patrol II will be added to the wage scale. Effective July 1, 2017 a new step will be created for employees with eight (8) years of service at 3.75% above Maximum I and a new step will be added for employees with sixteen (16) years of service, which will be 3.42% above Master III.

Effective July 1, 2020, July 1, 2021, and July 1, 2022 a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA Adjustment percentage shall be determined by the rolling ten (10)-year average in the CPI-U for the Boston- Cambridge-Newton, MA-NH all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Thus if the rolling ten (10)-year average in the CPI-U for the Boston SMSA is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.

Applicability After Contract Expires: It is clearly understood that in the event that the four year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2023 that no further COLA adjustments after July 1, 2022 will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of

COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2023.

(A) "Initial Entry" The Commission through the Chief of Police reserves the right to place a newly-hired employee on a salary schedule at a level commensurate to that individual's experience and competence." After such initial placement, the individual shall progress on the salary schedule in accordance with its terms. Said initial placement is not subject to the grievance and arbitration procedures of this contract.

(B) "Master Patrol Officer" - Having met the following criteria, Patrol Officers will be eligible for the designation of Master Patrol Officer.

1. The Patrol Officer must have completed ten (10) years of consecutive service with the Portsmouth Police Department as a full-time police officer.

2. The eligible officer must have met all of the standards for Patrol Officer as mandated by the Portsmouth Police Department's Manual of Rules and Regulations, and all General Orders of the Department.

3. The officer will have maintained a level of satisfactory attendance at Departmental training sessions.

4. Regarding disciplinary matters, the officer will not have, through a due process disciplinary action, been formally penalized, or served a portion of the resulting penalty, (under the mandates of Sections 40.00 through 40.23, of the Portsmouth Police Department's Manual of Rules and Regulations) within a period of twenty-four (24) months prior to receiving the Master Patrol Officer designation. An officer who has been penalized through a due process disciplinary action during the past twenty-four (24) months may apply to the Chief of Police for a waiver of this time period. The COMMISSION may or may not grant the waiver, at their discretion.

Master Patrol Officer is a designation only and not a rank. Master Patrol Officers, by virtue of this designation and years of experience, are expected to serve as positive role models and uphold the highest standards of excellence and professionalism within the organization. Prior to a supervisor arriving on-scene the most senior Master Patrol Officer will take charge at a crime scene or critical incident and will direct the activities of all junior officers.

The Portsmouth Police COMMISSION reserves the right to remove the Master Patrol Officer designation from an individual officer as the result of a due process disciplinary action. (Amended: April 09, 1985)

The Master Patrol Officer designations will be made by the Portsmouth Police COMMISSION through the recommendation of the Chief of Police. Effective January 1, 2005 the Master Patrol I Officer will be paid at a rate of seven and one-half percent (7.5%) above the base salary of a Patrol Officer at the maximum (six year) step. (Amended 10/6/03) The effective date for the Master Patrol Officer designation for those eligible is January 07, 1984.

(C) "Special Details" - In addition to the base rate of Patrol Officer's maximum pay. Special Detail personnel (See Section 14) will be compensated as follows:

	7/1/2019
Initial Appointment	\$1695.42

After 1 year	\$2020.36
After 2 years	\$2347.37

Special Detail stipends will in accordance with the COLA increase as calculated above. (Amended: February 19, 1987) (Amended: April 10, 1990) (Amended October, 1994) (Amended March 19, 1999) (Amended October 6, 2003) (Amended February 6, 2012) (Amended September 7, 2016)

(D) A joint labor/management committee will be created to further review possible salary table adjustments and overtime reform in advance of the next round of negotiations.

20. HOURS OF DUTY

The hours of duty shall be so established by the Chief of Police in that, the work week will consist of five (5) eight (8) hour days followed by forty-eight (48) hours off. Any duty requiring extension of the eight (8)-hour work period will be considered as overtime. The parties will continue to abide by the existing MOU regarding hours of duty, a copy of which is attached as Appendix B. (Amended November 2019).

21. OVERTIME

No officer will be required to work more than his regular eight (8) hour shift or forty (40) hour week except as provided in this Section. Any officer required to do so, will be paid at a rate of pay one and one half times his regular hourly rate, and this pay will, hereinafter, be referred to as "Overtime Pay." Overtime will start after the first fifteen (15) minute period either before or after the officer's regular duty hours. Any time worked over this fifteen- (15) minute period to the first hour will be paid as one (1) hour at the overtime pay. Any time worked over this first hour will be paid at the regular overtime rate for only the time worked. It is expressly understood that time spent on outside or private work details will not be counted in determining the number of hours worked for overtime purposes. Overtime compensation shall not be compounded, pyramided, or added to compensation for any other purpose, including but not limited to court appearances or call backs. Outside work details are not subject to this limitation. (Amended: July 01, 1981, October 6, 2003)

The Union agrees not to support directly or indirectly a claim against the City or Commission for pre- and post-shift donning and doffing wages for the duration of this contract.

21.A INSTEAD OF CASH PAYMENT FOR OVERTIME

(1) "Compensatory Time" may be earned and accumulated for later use, but not to exceed a number of hours specified by the Chief of Police. The number of hours will be set forth in the Standard Operating Procedures (S.O.P.).

(2) "Compensatory Time" may be earned per S.O.P. at the same compensation rate as cash payment, i.e.: one (1) hour equals one and one-half (1-1/2) hours-compensatory time. If an Officer requests compensatory time, the Department has the discretion to award compensatory time or overtime. The Department will not require an officer to take Compensatory Time in lieu of overtime.

**22. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING
AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS:**

A. Officers ordered to travel on Department related business are entitled to compensation under the following guidelines:

**1. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES
REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS:
REPORTING TO DUTY ASSIGNMENT WITHIN A 20 MILE RADIUS OF THE
PORTSMOUTH POLICE STATION**

Officers who are ordered to report to work (including training) at a location other than the Portsmouth Police Station will not be compensated for time spent traveling to or from said location and will not receive mileage reimbursement if the location is within a twenty (20) mile radius of the Portsmouth Police Station.

**2. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES
REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS:
TRAVEL BY CAR TO ASSIGNED DUTY OTHER THAN PORTSMOUTH POLICE STATION
OUTSIDE A 20 MILE RADIUS**

Officers who are ordered to report to work (including training) at a location other than the Portsmouth Police Station and outside a twenty- (20) mile radius of the Portsmouth Police Station, will be compensated for the time spent traveling to and from the training or duty. The officer will also receive mileage reimbursement if the officer uses his or her own personal vehicle. The point of reference for computing travel time and mileage will be the Portsmouth Police Station. Overtime compensation for time spent in travel will be paid depending on whether or not the officer is on duty in excess of eight (8) hours on a given day or in excess of forty (40) hours in a given week. Officers returning from duty before the completion of an eight (8) hour period (counting travel outside the twenty (20) mile radius) shall report to work at the Portsmouth Police Station unless the assigned duty has occurred on a scheduled day off.

**3. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES
REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS:
TRAVEL BY PLANE, TRAIN OR BUS TO AN ASSIGNED DUTY STATION**

An officer traveling to an assigned duty station via plane, train, or bus will be compensated for time spent involved in such travel by receiving an equal number of hours off within a two week time period. Officers are expected to arrive approximately one half hour before planned departure for all plane, train and bus transportation. A flat limousine cost will be paid for travel to and from Logan Airport at the prevailing rate regardless of whether the officer chooses to use his or her own vehicle or alternate means of transportation. Parking fees and mileage reimbursement will not be paid.

**4. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES
REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS:
SHIFT REASSIGNMENT DURING TRAINING**

When an officer is scheduled for training during a scheduled workday(s) the officer's work hours may, for that day(s) only, be adjusted to conform to the scheduled training. When an officer is scheduled for training during a scheduled day off, the officer at his/her option, may agree to adjust their

day(s) off to conform to the training schedule. In any event, this shall not alleviate the Department of the obligation to pay overtime in excess of eight (8) hours in a day or forty (40) hours in a week.

5. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: OVERNIGHT STAYS

When training is to occur on consecutive days and overnight accommodations are provided at or near the training site, officers will be compensated in accordance with paragraph (2) above, except compensation for travel will be limited to (1) trip to the training site and (1) trip returning from the training site unless specifically ordered otherwise.

6. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: MILEAGE RATE AND MEAL REIMBURSEMENT

The mileage rate will be adjusted according to the rate used by the City of Portsmouth for mileage reimbursement. (Amended: April 10, 1990) Meal reimbursement will be based on current Department SOP for per diem in-state and out-of-state travel. (Amended October 6, 2003)

23. OUTSIDE WORK DETAILS

Outside Work Details apply to those jobs where officers are paid by persons and/or firms needing police coverage, either as required under State law or City ordinance, or for the safety and protection of the general public. These include construction companies working on or near roadways, public dances, rallies, private parties, athletic events, political events, etc. Voluntary overtime details shall be considered, "Outside Work." Management reserves the right to order in officers to fill outside work details if necessary for public safety.

Policies and procedures along with the recording of and the number of police personnel assigned to all Outside Work Details shall be the responsibility of the Chief of Police and the Portsmouth Police COMMISSION. At all times, the Department's shift needs shall take priority over Outside Work Details. If the Department is unable to fill a shift, the Department may transfer an Officer from an Outside Work Detail. It is the responsibility of the station officer to notify the on duty shift commander anytime an officer cancels a detail within twenty-four (24) hours.

If any officer, signed up for an Outside Work Detail, cancels that job within a twenty-four (24) hour period of the job starting time, that officer is subject to a one week work penalty. This means that the officer will be subject to being bumped by any officer from any job regardless of money earned and days off. If an officer does cancel on such a job, it is the officer's responsibility to make an explanation to the Chief of Police or his designee. If the explanation is not satisfactory the officer is subject to a one-week work penalty. This work penalty is not considered a disciplinary measure and is not subject to the grievance procedure.

Outside or private work details shall be paid \$42.00 per hour with a guaranteed minimum of four (4) hours. Effective April 1, 2020 outside or private work details shall be paid \$51.00 per hour with a guaranteed minimum of four (4) hours. This rate will be increased by the same COLA as is defined in Section 19 above on July 1, 2021 and July 1, 2022. Overtime and/or "Budgets" will be subject to Section 21 "Overtime" Pay. Overtime jobs carry a three- (3) hour minimum. (Amended March 19, 1999, October 6, 2003) (Amended September 7, 2016)

24. CALL BACK PAY SPECIAL ASSIGNMENTS

Any officer called back to work during his/her off-duty time, shall be paid a minimum of three (3) hours at the overtime rate, and time-and-one-half for any hour beyond that. This shall include duty for parades or special functions where extra police protection is required as well as any other instance. Officers must have at least a 15-minute break in service to be eligible for call back pay. Officers called in or held-over to work periods contiguous to their shifts shall not be eligible for the 3-hour minimum but will be compensated for all time worked. Call back pay may not be compounded, pyramided or added to compensation for any other purpose. (Amended October 6, 2003)

25. COURT APPEARANCES

If officers are required by the Department to attend Court or a hearing during their off duty hours they shall be paid a three (3) hour minimum at their time and one half rate, but shall pay to the Department any and all witness fees paid to them for attending the Court or the hearing. This will include Local, County, State and Federal Courts, (Amended: July 01, 1983) Any officer who becomes eligible for this pay will fill out an overtime slip showing the time he/she arrived in Court and the time he/she left along with the name of the Defendant in the case. Officers calling in sick for Court are not eligible to work overtime or outside details within a twenty four (24)-hour period. Compensation for court appearances may not be compounded, pyramided, or added to compensation for any other purpose unless the officer has had at least a 15-minute break in service after the court appearance. The Police Department will make every effort to reschedule court appearances for officers who are out on injured leave. In the event the case cannot be continued, and the officer is physically able to appear in court, no overtime compensation will be paid. (Amended: October, 1994, October 6, 2003).

26. EXCHANGE OF DAYS OFF

Members of the Police Department shall be permitted to substitute or exchange time with members of equal rank if determined by the officer in command to be equally qualified and provided that all substitutions in each individual case shall be permitted only with the approval of the Chief of Police or his designee. Any arrangements for exchanges of days off will be arranged by the parties desiring the exchange. Days off will be arranged so that both parties will have made use of the exchange in a fourteen (14) day period or two work weeks. Members desiring swap under the provisions of this Section hereby waive their rights to the provisions set forth in Chapter 464:1, New Hampshire Laws 1965, otherwise known as the Forty-Hour Bill.

27. SHIFT ASSIGNMENTS

Work assignments for the three (3) month periods shall be made by seniority choice. Days off will remain constant for each permanent beat throughout all shift changes. The Chief of Police or his designee shall cause a list to be posted thirty (30) days prior to the next shift change containing a list of officers in seniority position and the permanent beats to be filled for the tour-of-duty the officer is assigned (night or day shift). The night shift will include all positions on the evening and midnight shifts through 8:00 A.M. Within fourteen (14) days each position will be filled by seniority choice; the officer having the highest seniority on his shift having the first choice, etc. This will not apply to positions assigned to special details.

No officer will not be assigned to more than three (3) consecutive night shifts, nor will any officer be assigned to two (2) consecutive day shifts. This will not apply to those positions not subject to regular shift rotation. After the assignments have been picked and turned over to the Chief of Police or his designee, within seven (7) days any officer desiring to switch assignments may make application to the Chief of Police, and such swaps will not be affected by seniority claim. This shift arrangement may be changed when, in the opinion of the Chief of Police, such a system is detrimental to the adequate policing of the City. Notwithstanding the provisions of the seniority system set forth above, probationary officers (not covered by the terms of this contract) may be assigned to a day shift following three (3) consecutive night shifts. (Amended: July 01, 1974)

28. HOLIDAYS

The following Holidays shall be paid Holidays for all members regardless of whether his/her day off falls on the Holiday or not, nor if it falls during his annual, sick or injured leave:

INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY
FRIDAY FOLLOWING THANKSGIVING DAY
CHRISTMAS DAY
NEW YEARS DAY
DR. MARTIN LUTHER KING, JR. DAY (Observed as Civil Rights Day in NH)
WASHINGTON'S BIRTHDAY
GOOD FRIDAY (one-half day)
MEMORIAL DAY

29. PERSONAL DAYS

All permanent officers shall be entitled to four days off per Fiscal Year which will be classified as "Personal Days" with pay. These days may be utilized only when authorized by the Shift Commander or Supervisor and must not require the hiring of overtime. They shall be used within the Fiscal Year earned, or lost. (Amended: February 19, 1987) (Amended March 19, 1999).

30. VACATION

The Winter vacation period will begin on the first Saturday of December and continue through Friday before the first Saturday of May. The Summer vacation period will begin on the first Saturday of May and continue through the Friday before the first Saturday of December.

The vacation list will be posted sixty (60) days prior to the start of each vacation period. The list will be in order of seniority and vacations will be picked first by the most senior officer and continue down the list until all officers listed have chosen.

Detectives will be listed on separate lists from those of uniformed officers. The list will be completed no later than thirty (30) days from the date of posting, at which time it will be turned over to the Chief of Police or his designee for final posting. When the Summer list is posted and has reached this state, a second list will be posted at this time indicating the officers in order of seniority who may have postponed vacation time not taken during the previous Winter vacation period. These officers will have

two (2) weeks to pick their remaining days from those periods not chosen on the Summer vacation list. Permanent officers completing one (1) year shall be allowed ten (10) working days vacation to be counted as "Summer Vacation" and must be taken during the Summer vacation period. After completing the second year, each officer will earn an additional day per year to the completion of his eleventh year, when he shall have earned ten (10) Summer vacation days and ten (10) Winter vacation days.

On completing his twelfth year, he shall earn a bonus day, thus earning two (2) extra days for the twelfth year and will then continue to earn as before, one day per year to the completion of his twentieth (20th) year, at which time, the officer will have earned thirty (30) days of vacation.

No vacation time will be earned after twenty (20) years. Of these thirty days of vacation, ten days must be taken during the Summer vacation period, and the first ten days extra time earned must be taken during the Winter vacation period and cannot be postponed. Time earned between the twelfth and twentieth year will be included on the Winter vacation earned time list, but may be postponed and taken either during the Winter vacation period or postponed and chosen on the Summer vacation list after the normal Summer vacation list is completed.

However, nothing in this Section shall prevent an officer from requesting the use of any earned time during any part of the year subject to the submission of the proper vacation time request form and subject to the approval of the Chief of Police. Each member may accumulate no more than fifty (50) days' annual leave. This may be accumulated from year-to-year by saving a maximum of 1/3 total leave earned by that member for that year. (Amended: July 01, 1982) (Amended: April 10, 1990)

31. METHOD OF PICKING VACATIONS

As previously stated, Summer vacation time must be taken during the Summer vacation period and cannot be postponed, except to accumulate leave as stated in Section 30. The Summer vacation list will be posted in one week periods, however, so any officer desiring to split their earned time into two, five-day periods may do so. This will not prevent any officer from choosing two (2) consecutive five-day periods. Winter vacation time will be all extra earned time over and above the original ten (10) days earned upon completion of the first year. The first ten days of this extra earned time must be taken during the Winter vacation period, and cannot be postponed. Time earned between the twelfth year and the completion of the twentieth year is still considered as Winter vacation time but can be postponed to the Summer vacation list after all Summer vacations are chosen.

Winter time will also be posted in one (1) week periods and will be chosen as follows:

Officers will pick in seniority sequence but on their first pick, must pick only full, five (5) day periods. No single extra days may be chosen at this time. When all officers who have full, five (5) day periods have chosen, then the list can restart in order of seniority and the odd remaining days will be chosen. Officers will be allowed three (3) working days to pick. If the pick has not been made in that time, it shall move to the next officer. The officer who lost a pick in this way may choose at any time thereafter. (Amended: July 01, 1980, October 6, 2003)

32. SICK LEAVE

A. Sick leave without loss of pay shall be computed at the rate of fifteen (15) days per year, or one and one quarter (1-1/4) days per month, and may be accumulated without limit. Upon death or retirement or voluntary termination of employment, the City will pay to the officer or his family or

heirs or to the estate of the deceased officer an amount representing ninety percent (90%) of the sick leave the officer may have accumulated to the date of his retirement, death or termination of employment. Employees hired after March 30, 1990 shall have sick leave accumulation limited to one hundred and fifty (150) days. (Amended: July 01, 1982) (Amended: April 10, 1990) Employees hired after February 23, 1998 will not receive any payout for accumulated sick leave upon termination or retirement.

B. Officers calling out sick must speak to a supervisor. Officers who call out sick for work or Court are not eligible to work in any law enforcement capacity, including but not limited to their regularly scheduled shift, swaps, overtime or outside details for 24 hours from the time they notify the Department. (Revised February 15, 1998, October 6, 2003).

C. Officers requesting advance payouts for accrued sick leave prior to retirement must do so in writing to the Chief of Police indicating an irrevocable date of retirement and the dates they wish to receive one, two or three lump sum payments (at 90% of the current wage). Once the payout begins, the employee may not withdraw said notice of retirement or voluntary termination. (October 6, 2003)

(D) Officers hired after December 31, 1986, may only request advance payout of accrued sick leave over the last three years prior to their intended retirement or voluntary termination date. Employees hired after March 1990 cannot receive payment for more than a total of one hundred and fifty (150) days of sick leave. This provision cannot be used in any arbitration to interpret existing contract language.

33. MATERNITY LEAVE

Upon application of the employee and approval by the Chief of Police a medical leave of absence for maternity shall be granted to permanent, full-time employees who have been employed at least one (1) year before said application.

Employees granted a medical leave of absence for maternity purposes shall utilize any or all of their accumulated sick, annual or comp time or a combination of the three before going out on leave without pay except with written approval from the Chief of Police.

Said leave of absence shall not exceed six (6) months after birth for maternity purposes; Said leave of absence shall not exceed twelve (12) weeks after birth for paternity purposes. No more than two (2) weeks of paid "sick leave" may be used for the paternity leave. Said leave shall also be applicable to parents who adopt a Child.

Said leave shall commence upon the determination of said employee and/or the recommendation of her attending physician.

Employees on a leave of absence without pay will be eligible to continue their health insurance coverage by paying group rate premiums to the department.

Upon returning from a leave an employee's medical insurance shall be reinstated and the department shall pick up coverage on the first day of the first calendar month after they return.

An employee shall not forfeit seniority during this leave of absence.

An employee shall notify the Chief of Police one (1) month prior to returning to work.

Upon application to the Chief of Police, these restrictions may be waived, on a case-by-case basis, at the Chief's discretion. (Amended: October, 1994) (Amended March 19, 1999)

34. FAMILY AND MEDICAL LEAVE ACT

For the purposes of maternity or paternity leave, intermittent leave is not permitted without permission from the Chief of Police or his/her designees. Employees who are using paid sick leave while on FMLA leave shall not be eligible for any Department overtime or outside work detail. Employees using annual leave while on FMLA leave shall not be eligible for Departmental overtime but shall be eligible for outside work details. Except as noted herein, the Department shall follow the City of Portsmouth's Family and Medical Leave Policy. (Amended October 6, 2003)

35. MILITARY LEAVE

Except as noted herein, the Department shall follow the City of Portsmouth's Military Leave Policy.

36. INJURED LEAVE

A. When a police officer is absent from duty because of sickness or injury which does not arise out of the performance of his duties, and such sickness or injury is certified by a registered physician approved by the Board of Police Commissioners, full base pay for lost time will be allowed subject to the provisions of Paragraph "C".

B. When a police officer is absent from duty caused by injury incurred while performing his duties as a police officer, he shall be allowed full base pay, except that there shall be deducted the amount to which said officer is entitled under any policy providing City Employees with compensation under the Workmen's Compensation Act. If such injury shall continue for more than ninety (90) days, the Chief of Police shall, at once order a complete physical and/or mental examination by two (2) registered physicians, and if the report of their examination shall progenies the injury as one which permanently incapacitates said officer, application shall then be made for retirement under the provisions of the New Hampshire Police Retirement Law; provided, however, that if at a later time, said officer can be restored to duty, he shall be so allowed, and all seniority rights will be restored, providing the Chief of Police with a certificate from two (2) registered physicians, designated by the Chief of Police, testifying to the satisfactory physical or mental condition of said officer. If no vacancy exists said officer shall be entitled to the first vacancy in the ranks of permanent police officer, which occurs. If the diagnosis is that the injury is not of a permanent nature, he shall receive full base pay as provided herein for the duration of the injury, provided, however that the Chief of Police shall report the condition of all such injured officers on a monthly basis to the COMMISSION, supplying it with medical reports from two (2) registered physicians designated by the Chief of Police, such continuation of said wages shall then be subject to the approval of the Board of Police Commissioners. If any police officer who receives his base salary, as provided, herein, is reimbursed by a third party for it's liability for such injury, the said police officer shall reimburse the Department for the amount allowed him as payment for service lost as a result of said injury. Said reimbursement will be made from the amount received by the officer after the expenses incurred by the officer in the recovery ount has been deducted. Employees shall not be eligible to work Departmental overtime or outside work details while on Injured Leave. (Amended October 6, 2003)

C. The procedure for the administration of Paragraphs "A" and "B" shall be as follows:

Full base pay will be allowed for sickness or injury as provided in Paragraph "A" for the sick leave accumulated by the officer as provided in Section #31 of this Agreement.

The ninety (90) day period and any additional time allowed by the COMMISSION under Paragraph "B" shall be for continuous absence caused by injury incurred in the performance of police duties, and shall not be accumulative.

In any case, it shall be the duty of the officer to have his attending physician certify to the Chief of Police within four (4) days of such illness or injury, giving him a report containing the cause of the illness or injury and his estimated duration of the illness or injury. No provision of Paragraph "A" and "B" shall be construed to prevent the COMMISSION from directing the Chief of Police to investigate any illness or injury so certified, and require an examination by two (2) physicians selected by the Chief of Police or the Board of Police Commissioners. (Amended: July 1, 1980)

In the event the medical prognosis for an employee indicates that they will not be available to work for the majority of a shift they are not eligible to pick a shift. Upon their return to duty they will be assigned a shift that is comparable to the hours or schedule they were eligible for had they picked a shift. (Amended October 6, 2003)

37. TEMPORARY ALTERNATIVE DUTY

(A). In compliance with RSA 281-A:23-b, the Commission may provide temporary alternate duty assignments (light duty) for injured employees.

(B). Employees covered by this working agreement who have been on authorized leave due to illness or injury, may request a light duty assignment. The officer must provide management with a release from his or her physician utilizing the State forms outlining the duties that can and can not be performed. The officer will return to a light duty assignment within the sworn service of the Police Department. Said assignments shall be in accordance with the following:

- 1) **PATROL DIVISION** – Employees assigned to the patrol division who request light duty in accordance with this section, may be assigned to work light duty assignments within the patrol division or as call takers within the dispatch center and will have the same work schedule, subject to authorization from his/her physician and the availability of a light duty assignment. Officers may also be assigned administrative tasks such as, but not limited to updating warrant files, assisting with managing the outside workbook, etc. The Department will make a reasonable attempt to insure that the Officer's days off and hours of light duty will coincide, to the extent possible, with the officers selected shift he/she selected pursuant to the "Shift Pick". If an officer can not be assigned to his/her previously selected shift due to the lack of light duty work, the Department shall consider the officer's individual circumstances in making a light duty assignment.
- 2) **SPECIAL DETAILS** – Officers assigned to Special Details (i.e. Detectives, Youth Services) may perform light duty that is consistent with "Special Detail" assignments or within the dispatch center as call takers. Officers may also be assigned administrative tasks such as, but not limited to updating warrant files, assisting with managing the outside workbook, etc.

3) **CALL TAKERS** – The Commission agrees that the provisions above relating to “call takers within the dispatch center” shall be negotiated with the Portsmouth Police Civilians Employees Association. (Amended October 6, 2003)

(C) Nothing in this agreement shall be construed as conflicting with the injured leave section of the contract.

(D) It shall be entirely optional for employees with non-work related injuries or illnesses to accept a light duty assignment. It is the sole discretion of the Chief of Police whether or not to offer a light-duty assignment to officers who are injured off-duty. Officers who return to a light-duty position due to an off-duty injury will receive compensation for the hours worked. Officers with work related injuries shall have priority for light duty assignments.

It is understood by the parties that light duty is not intended to be used as a means of punishment. The Chief of Police will not require an employee to report for light duty if there is no light-duty work available.

(E) Light duty assignments shall not affect the shift assignments, or shift bid possibilities, or other employees. Employees assigned to light duty shall be assigned to the same shift as their assignment before the injury, subject to the limitations in Section 36 and in Section 37, Paragraph B (1) above.

(F) The Chief of Police may require an officer to be examined by the Work Performance Center anytime after four weeks if the Chief has a concern that the officer is fit for regular duty. The officer may request a mutually acceptable neutral physician to render an opinion if he/she contests the Police Department’s ruling. The neutral physician shall be designated jointly by the City’s physician and the employee’s physician as soon as practicable under the circumstances. The two (2) physicians shall endeavor to designate a neutral physician capable of examining the employee within seven (7) calendar days of his/her designation as neutral physician. The costs of the neutral physician shall be borne by the City. If the report of the neutral physician supports the assignment of full duty, the employee shall forthwith report for appropriate duty. If the report does not support the assignment of full duty, the employee shall remain on light duty status. Each physician who administers an examination under this procedure shall be provided, by the City, a detailed analysis of the physical requirements of the task (s) to which the employee shall be assigned if returned to limited duty, and shall be asked to make his/her determination of the fitness of the examined employee to perform limited duty based on the specific physical requirements of each limited duty task. Each physician who determines that an examined employee is capable of being assigned to limited duty shall be required to specify in his/her report which, if any, limited duty task(s) the examined employee is capable of performing, and the recommended number of hours per day and per week that the employee may be assigned to limited duty.

(G) Officers assigned to light duty are not eligible to work any overtime listed in the “work book” which includes “budgets” or “outside details”.

(H) An employee whose physician has approved him/her for a light duty assignment and who loses any workers compensation benefits for refusal to accept temporary alternate duty offered by the Police Department shall not be eligible for injured leave.
(Amended: March 19, 1999)

38. WORKMAN'S COMPENSATION INSURANCE

The City shall provide, at no cost to the employee, Workman's Compensation Insurance for each member of the Department.

39. HEALTH INSURANCE

A. The City shall provide health insurance for individual, two person, or family coverage for full-time employees. Effective July 1, 2019, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 89% of the premium cost and the employee paying 11% of the premium cost. Effective July 1, 2020, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 88% of the premium cost and the employee paying 12% of the premium cost. Effective July 1, 2021, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 87% of the premium cost and the employee paying 13% of the premium cost. Effective July 1, 2022, the City will offer employees health insurance coverage under the AB20 10/20/45 plan with the City paying 86% of the premium cost and the employee paying 14% of the premium cost. Employees wishing to remain enrolled in the Blue Choice 20 10/20/45 plan may do so, provided the City's contribution toward the cost of coverage under this plan will be capped at the amount the City is contributing toward coverage under the AB20 10/20/45 plan.

If the premium cost paid by the City exceeds any of the threshold levels for assessment of the Cadillac Tax, the City may elect to reopen the agreement for the sole purpose of negotiating a new health insurance plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax. If the parties are not able to agree on a plan that does not exceed any of the threshold levels for assessment of the Cadillac tax, the parties will each select a plan that does not exceed any of the threshold levels for assessment of the Cadillac tax and submit them to a mutually agreeable arbitrator who will select between the two plans offered by the parties.

The Union agrees to participate in a City-wide committee exploring health insurance options.

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this four (4) year agreement - such plan would only become effective if ratified by the Union, approved by the Commission and approved by the City Council.

The City will pay a stipend of \$500.00 per quarter (effective July 1, 2016) to any employee who is eligible for health insurance coverage under the Agreement and who instead obtains employer-sponsored health insurance coverage from a source other than the City, provided such alternative health insurance coverage does not subject the City to any additional assessment or penalty under the Affordable Care Act. Payment of this stipend will be conditioned upon the employee's submission of written proof of alternative employer-sponsored health insurance coverage. An employee whose spouse is employed by the City and receives health insurance coverage from the City under the spouse's plan will not be eligible for this buyout. If the employee is found to have dual coverage the employee must pay back to the City an amount equal to the premiums paid by the City during the time of dual coverage. (Amended: March 19, 1999, October 6, 2003, September 7, 2016, November 2019).

40. DENTAL INSURANCE

The City agrees to pay such sums as necessary each month for each permanent member and each probationary member of the Department (including their dependents), to have dental coverage under HealthTrust's Plan 3F with a \$1,500 plan year maximum benefit. (Amended November 2019).

41. LIABILITY INSURANCE

The City of Portsmouth shall provide at no cost to the employee, insurance coverage in the amount of \$1,000,000 for liability protection for actions arising out of the performance of the employee's duties, including action for False Arrest. This liability insurance also automatically includes Accidental Death Coverage up to \$10,000 per person. (Amended: July 01, 1981).

42. LIFE INSURANCE

The City of Portsmouth shall provide, at no cost to the employee, life insurance coverage of no less than one times base salary on each member of the Police Department effective upon approval by the City Council. (Amended: July 01, 1976)

43. FUNERAL & EMERGENCY LEAVE

In the event of the death of one of the following relatives of any member of the Police Department, the employee shall be entitled to leave without loss of pay for three (3) consecutive calendar days, which shall include regularly scheduled days off. The purpose of this leave is to attend the funeral or memorial service for the deceased relative. Either before the leave is taken or upon returning to duty the employee will complete the funeral leave form so that it can be recorded in the employee's personnel file. (Amended: July 01, 1981) (Amended: February 19, 1987, October 6, 2003) Relatives covered are:

Current Spouse	Children	Step-Children
Mother	Father	Step-Mother
Sister	Brother	Step-Father
Mother-in-law	Father-in-law	Grandchildren
Aunts	Uncles	Nieces
Nephews	Sister-in-law	Brother-in-law
Grandparents (maternal & paternal)		

The above relatives will apply to both the employee and his/her current spouse. In addition to the above, the Chief of Police may grant Emergency Leave if in his opinion, the circumstances warrant and on application by the employee. (Amended: October 6, 2003)

44. LONGEVITY PAY

Any member having completed five (5) years of continuous service by December 31st will be paid a longevity bonus according to the schedule attached as Appendix C. Effective July 1, 2020 and each July 1st of this contract, these longevity bonuses will increase by the 10-year rolling COLA average. (Amended October 6, 2003) (Amended January 1, 2012) (Amended September 7, 2016, November 2016).

45. CLOTHING ALLOWANCE

The City of Portsmouth will provide the amount of \$829.99 to be paid to each member of the Department for the purpose of purchasing uniforms and/or clothing worn as part of the uniform. Said amount(s) will be paid on or about July 01st of each of the Fiscal Years, or at such time set by the COMMISSION.

Effective July 1, 2020 and each July 1 thereafter, the clothing allowance will increase in accordance with the COLA adjustments for base wages as described in Article 19 above. The uniform is outlined in the PPD SOP (P-102)

The City will repair any article of clothing at no cost to the employee or replace articles of clothing at a depreciated value, based upon the age and wear of articles at the time of damage resulting from any enforcement action or legitimate police activity. Any equipment torn or otherwise damaged under like circumstances will be repaired or replaced as required at no cost to the employee.

All new employees hired between July 01st and December 31st shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered his clothing allotment for the Fiscal Year. If an employee is hired between January 01st and June 30th, his uniform and equipment will be supplied, however, his allowance shall be one-half (1/2) of the usual amount for the next Fiscal Year. In the event of a change in duty from Line Officer to the Detective Division and Youth Services Division or from the Detective Division and Youth Services Division to Line Duty, an additional \$100.00 Clothing Allowance will be paid. (Amended: July 01, 1975) (Amended: February 19, 1987) (Amended: April 10, 1990, March 19, 1999, October 6, 2003, November 2019)

46. GRIEVANCE PROCEDURE

The term "GRIEVANCE" shall include any dispute concerning the application or interpretation of any of the provisions of this Agreement.

(A) Any employee having a grievance shall bring it to the attention of the Deputy Chief of Police within five (5) working days of the occurrence of the event giving rise to the grievance or of the employees knowledge of said event. If the grievance is resolved at this informal level the settlement shall not be used as precedent for future cases.

(B) Should the employee not be satisfied with the responses at this grievance step, which response may be oral, the employee shall bring the grievance to the attention of the Board of Directors in writing within forty-eight (48) hours of having brought it to the attention of the Commander in Step 1 above. The Board of Directors shall determine the justification of said grievance.

(C) If the Board of Directors feel that the grievance exists, it will arrange for a meeting within ten (10) days of the receipt of the grievance with the Chief of Police in an attempt to adjust the grievance. Upon the Union's request, the Chief's answer will be reduced to writing within five (5) working days after the meeting unless the time is extended by mutual agreement. (Amended October 6, 2003)

(D) In the event that the grievance cannot be satisfactorily settled between the Chief of Police and the representatives of the Union, the matter will be referred to the Commission within ten (10) days after the Chief's answer. The Commission shall meet with the Union for a hearing on the grievance within twenty (20) days of their request for said hearing. If the issue involves discipline, the Commission may require the grievant or the employee on whose behalf the grievance was filed to appear at the Commission hearing. In the event the Commission requires the presence of the grievant at

the hearing, the officer will be entitled to overtime pay provided he or she has worked in excess of eight hours a day/forty hours a week as stated in Section 21 of the Agreement. (Amended October 6, 2003)

(E) (Section 1) - If the Grievance has not been resolved to the satisfaction of the aggrieved employee, the UNION may, by giving notice to the COMMISSION within ten (10) working days after the conclusion of the meeting referred to in Section (D) submit the grievance to Arbitration. Such notice shall be addressed in writing to the COMMISSION.

(Section 2) – In the event that the UNION elects to proceed to Arbitration, the COMMISSION, or it's designee, and the UNION will endeavor to agree upon a mutually acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the grievance shall be referred to the American Arbitration Association by the UNION no later than twenty (20) days after the receipt of the notice of submission to Arbitration, Section 1. In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor Arbitration.

(Section 3) – The COMMISSION and the UNION agree that they will individually be responsible for their own costs, including overtime, for their preparation, participation and presentation at arbitration. The COMMISSION and the UNION further agree that they shall equally share in the compensation and the expense of the Arbitrator. (Amended October 6, 2003)

(Section 4) – The function of the Arbitrator is to determine the interpretation of specific provisions of this Agreement. There shall be no right in Arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or deduction from any other provision of this Agreement. The Arbitrator may or may not, make his/her award retroactive to the initial filing date of the grievance as the equities of the case may require.

(Section 5) – Each grievance shall be separately processed at any Arbitration proceeding hereunder, unless the parties otherwise agree.

(Section 6) – The Arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the UNION and the COMMISSION and the aggrieved employee who initiated the grievance.

(Section 7) – The arbitration provisions of this Section shall be subject to RSA:542 Arbitration of disputes.

(F) For the purposes of the grievance and arbitration procedure set forth above, "working day" shall mean the days of Monday through Friday excluding holidays. (Amended: April 10, 1990)

47. SAFETY AND HEALTH

The parties to this Agreement will cooperate in the enforcement of safety rules and regulations. Complaints concerning the safety of members or unhealthy working conditions will be a matter of Grievance as provided in Section 46.

48. CRUISER MAINTENANCE

No employee shall be required to perform any duty involving the scheduled maintenance or repair of the Department's motor vehicles or buildings. During the course of their shifts, officers will conduct a check of their vehicle and equipment, complete a discrepancy slip as needed, and report any problems to their shift supervisor. (Amended: March 19, 1999)

49. PRESENT BENEFITS

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to said employees, and shall be made a part thereof.

50. SEPARABILITY

Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement shall remain in force. In the event that this Agreement shall provide more advantageous benefits than those provided in any statutes, the terms of this Agreement shall prevail.

51. REOPENING OF CONTRACT

It is hereby agreed by the COMMISSION and the UNION that any and all terms of this Agreement relating to working conditions shall be opened for additions or omissions at any time before its expiration date upon agreement of both parties.

52. DURATION OF CONTRACT

The terms of this Agreement shall be in effect, where reasonable, from the first day of July, 2019 through June 30, 2023, but shall remain in effect after that date unless either party notifies the other by registered mail of its desire to terminate said contract. Such a termination shall not be effective until sixty (60) days after receipt by registered mail of the notice of termination. No cost item shall be retroactive unless specifically provided by the terms of this Agreement and approved by the City Council. (Amended: March 04, 1987) (Amended: February 19, 1987) (Amended: April 10, 1990) (Amended: October, 1994) (Amended October 6, 2003) (Amended February 21, 2012) (Amended September 7, 2016) (Amended November 2019).

53. NO STRIKE/LOCKOUT

During the life of this Agreement, neither the UNION nor any UNION Officer, Representative or employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walk-out, work stoppage, sit-down, slow-down, withholding of services, or any other interference with the operations of the Police Department. The Commission agrees not to conduct a lock-out. The UNION and its Officers shall not be considered to have violated this Article if they have used all reasonable efforts to prevent or cause to cease the ACTIVITIES prohibited by this Section. In the event of a violation of this Section, the COMMISSION or the UNION, as the case may be, may at its option, institute any or all proceedings in a Court of Law, or in Equity, or before the Public Employee Labor Relations Board or in Arbitration pursuant to the procedures described in this Agreement.

54. PERFORMANCE EVALUATION SYSTEM

Employees will receive an annual evaluation by their supervisor. The parties will work cooperatively on revising the form used for evaluations and will incorporate it into this agreement when it is complete.

55. EDUCATION STIPEND

Effective July 1, 2016, permanent full time employees of the Police Department shall be eligible to receive, in addition to his/her annual salary, advanced degree pay for the following degrees from accredited colleges:

- (a) Associate's Degree \$ 500.00
- (b) Veteran's Incentive \$ 500.00
- (c) Bachelor's Degree \$1,000.00
- (d) MA/MS/PhD/JD \$1,500.00

Educational benefits for employees with advance degrees are non-cumulative and shall be paid in two (2) equal installments, the first of which shall be due on the first wage payment date during the month of December in each year of this contract, and the second of which shall be due on the first wage payment date in June during each year of this contract. Advanced degree payments are based upon degrees conferred prior to July 1 of the previous year. A certified copy of the degree shall be placed on file with the Department in order to be eligible for payment.

Employee's who are honorably discharged from Armed Forces, will receive a \$500.00 Veteran's Incentive, payable in two installments (December and June). Any Employee who is eligible for both the Educational Incentive and the Veteran's Incentive will receive only one Incentive, whichever is greater.

Dated at Portsmouth, New Hampshire, this 5 day of March 2020.

PORTSMOUTH POLICE
PATROLMAN'S UNION

By: *Aaron J. Stacy*
President
AAaron J. STACY

PORTSMOUTH POLICE COMMISSION

By: *Joseph Orosko*
Joseph Orosko
Chairman, Police Commission
Thomas M. Closson
Thomas Closson
City Negotiator

APPENDIX A

PORTSMOUTH POLICE DEPARTMENT

JULY 1, 2019 - JUNE 30, 2020

POSITION		SALARY	BI-WEEKLY	HOLIDAY/ DAILY	HOURLY
MASTER PATROL IV (16 yr)	16 Years	\$ 69,250.40	\$ 2,663.48	\$ 286.35	\$ 33.29
MASTER PATROL III (15 yr)	15 Years	\$ 66,960.36	\$ 2,575.40	\$ 257.54	\$ 32.19
MASTER PATROL II (12 yr)	12 Years	\$ 65,010.06	\$ 2,500.39	\$ 250.04	\$ 31.25
MASTER PATROL (10 yr)	10 Years	\$ 63,270.12	\$ 2,433.47	\$ 243.35	\$ 30.42
MAXIMUM II (8 yr)	8 Years	\$ 61,063.02	\$ 2,348.58	\$ 234.86	\$ 29.38
MAXIMUM (6 yr)	6 Years	\$ 58,855.93	\$ 2,263.69	\$ 226.37	\$ 28.30
PATROL 5TH	42 Months	\$ 57,420.42	\$ 2,208.48	\$ 220.85	\$ 27.61
PATROL 4TH	30 Months	\$ 54,856.08	\$ 2,109.85	\$ 210.98	\$ 26.37
PATROL 3RD	18 Months	\$ 52,559.54	\$ 2,021.52	\$ 202.15	\$ 25.27
PATROL 2ND	6 Months	\$ 50,269.04	\$ 1,933.42	\$ 193.34	\$ 24.17
PATROL 1ST	Date of hire	\$ 48,281.34	\$ 1,856.97	\$ 185.70	\$ 23.21

APPENDIX B

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PORTSMOUTH POLICE PATROLMAN'S UNION (NEBPA LOCAL #11)
AND THE PORTSMOUTH POLICE COMMISSION**

This Memo of Understanding (MOU) provides guidelines for the continuing patrol officer shift pick, for a 4 and 3 work schedule.

HOURS OF DUTY

1. The patrol officer shift pick will be set up so that patrol officers shall work four (4) ten (10) hour days in succession, to be followed by three (3) consecutive days off. The days off will vary based on the schedule submitted to the Chief of Police by the Captain.

OVERTIME

2. Because the patrol officers will be working a ten (10) hour workday and will work beyond eight (8) hours in a scheduled work day, both sides agree officers will not be eligible for overtime for the two additional hours of each shift. Overtime will be triggered for any time worked after the 10th hour of a scheduled shift. The remaining contract language in Section 21 shall apply. The Parties to this MOU agree that no additional cost to the police department will be incurred as a result of the schedule change.

HOLIDAY

3. For the duration of this MOU, both sides agree that in reference to holiday pay, the word day is equivalent to eight (8) hours for determining holiday pay.

LEAVE TIME

4. **Accrued**
For the duration of this MOU, both sides agree that in any reference in the Local 11 contract to accrued annual, sick or personal "days", that the word "day" is equivalent to eight (8) hours. By way of this MOU, patrol officers shall receive four (4) "days"/32 hours of personal time annually; 1.25 "days"/10 hours sick time monthly, and annual accrual consistent with eight (8) hour per "day"/years of service. For example: Ten (10) days/80 hours annual after completion of first year.

Used

Usage of any type of leave will reflect actual hours taken (in defined increments). For example: If a patrol officer takes one scheduled shift off during this trial period, s/he would have to use ten (10) hours of the leave type chosen from his/her leave accounts in order to cover the full shift.

MINIMUM MANNING

- 5. The Department has no current intent on modifying existing minimum manning guidelines, which the patrol division currently operates under.

TRAINING

- 6. Both sides agree that a training "day" is traditionally equivalent to an eight (8) hour time block. However, under the ten (10) hour shift schedule, if a patrol officer attends eight (8) hours of training, s/he will be obligated - if practical - to physically complete the remaining two (2) hours of the shift at the police station. The officer may complete the remaining two hours of the shift by completing case management, physical training, or other approved activity. Any and all of which must be approved by the shift commander, or the Personnel and Training Division.

Both parties also agree that if the eight (8) hours of training extends to nine (9) or ten (10) hours, due to prolonged training, or due to travel time, then patrol officers shall not be eligible for overtime. Patrol officers will only be eligible for overtime if the training day exceeds ten (10) hours on that day.

It is understood by both parties that if an officer attends a week long training session, their normal 4 and 3 work schedule will revert back to a 5 and 2 schedule for that training period only. Any work or travel time that extends beyond the eight (8) hour training day will be considered overtime for the purpose of the training week only.

4/3 TRIAL PERIOD

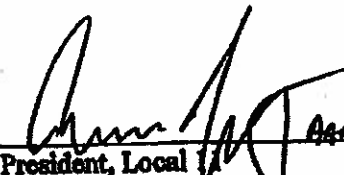
- 7. Both sides are in agreement that this schedule shall continue on a trial basis through June 30, 2017 only and shall not be considered as precedent-setting in any way.


This MOU shall be considered null and void if either party decides to discontinue the 4 and 3 schedule at the end of the trial period. If that occurs, both sides agree that the 5 and 2 schedule will go back into effect at the next shift rotation.

This agreement requires approval by the Portsmouth Police Patrolman's Union (NEBPA Local 11) and the Police Commission.



Signed this 27 day of Sept, 2016.



Chairman, Portsmouth Police Commission


President, Local 11


Chief of Police

9-27-16

 JOSEPH S. PLAZA 9/27/16
 JOSEPH 9/27/16

 Timothy Cashman
Vice President, Local 11

APPENDIX C

Local 11 Longevity

Years

Longevity Pay

5	137.00
6	178.10
7	219.19
8	260.28
9	301.38
10	342.47
11	383.57
12	424.67
13	465.75
14	506.85
15	547.94
16	589.03
17	630.14
18	671.22
19	712.32
20	753.41
21	794.50
22	835.60
23	876.69
24	917.79
25	958.88
26	999.98
27	1041.06
28	1082.17
29	1123.25
30	1164.35
31	1205.45
32	1246.53
33	1287.65
34	1328.72
35	1369.82

PORTSMOUTH POLICE DEPARTMENT

JULY 1, 2020 - JUNE 30, 2021

POSITION		SALARY	BI-WEEKLY	HOLIDAY/ DAILY	HOURLY	OVERTIME
MASTER PATROL IV (16 yr)	16 Years	\$70,635.41	\$2,716.75	\$271.67	\$33.96	\$50.94
MASTER PATROL III (15 yr)	15 Years	\$68,299.57	\$2,626.91	\$262.69	\$32.84	\$49.25
MASTER PATROL II (12 yr)	12 Years	\$66,310.26	\$2,550.39	\$255.04	\$31.88	\$47.82
MASTER PATROL (10 yr)	10 Years	\$64,535.52	\$2,482.14	\$248.21	\$31.03	\$46.54
MAXIMUM II (8 yr)	8 Years	\$62,284.28	\$2,395.55	\$239.55	\$29.94	\$44.92
MAXIMUM (6 yr)	6 Years	\$60,033.05	\$2,308.96	\$230.90	\$28.86	\$43.29
PATROL 5th	42 Months	\$58,568.83	\$2,252.65	\$225.26	\$28.16	\$42.24
PATROL 4th	30 Months	\$55,953.20	\$2,152.05	\$215.20	\$26.90	\$40.35
PATROL 3rd	18 Months	\$53,610.73	\$2,061.95	\$206.20	\$25.77	\$38.66
PATROL 2nd	6 Months	\$51,274.42	\$1,972.09	\$197.21	\$24.65	\$36.98
PATROL 1st	Date of hire	\$49,246.97	\$1,894.11	\$189.41	\$23.68	\$35.51

