AGREEMENT

BETWEEN

PORTSMOUTH BOARD OF POLICE COMMISSIONERS

AND

PORTSMOUTH POLICE CIVILIAN EMPLOYEES ASSOCIATION

For the period from July 1, 2008

Through June 30, 2014

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Article 1
RECOGNITION

The Portsmouth Police Commission recognizes the Portsmouth Police Civilians Employee Association, New England PBA Local 111, hereinafter referred to as the "Union" as the sole and exclusive bargaining agent for all regular full-time and regular part-time civilian police employees, excluding the Chief of Police's Secretary, Supervisors, , Dispatch Supervisor and confidential employees as defined by the Public Employees Labor Relations Act. It is understood that if the Police Department has an attorney working for it either independently or through the City Attorney's Office that the position will be excluded from this bargaining unit. 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. Nothing in this Agreement shall prevent the Department from assigning Patrol Officers on light duty as call takers in the Dispatch Center provided that this not be used to replace or supplant Dispatchers or reduce Dispatch overtime.

Article 2
MANAGEMENT RIGHTS

A. The Union recognizes the prerogative of Management to operate and manage its affairs in all respects in accordance with existing laws and regulations of the appropriate authorities including municipal personnel policies and work rules. Examples of the authority as to every matter not expressly covered by this Agreement and which Management has not officially abridged, delegated or modified and which is retained by Management such as, but is not limited to, are:

1. The functions, programs and methods of the public employer.
2. The use of technology in the public employer's organizational structure.
3. The selection, direction and number of personnel so as to continue public control of government.
4. Budgetary considerations.
5. Departmental and managerial policies, including disciplinary rules.

B. Except as expressly or indirectly modified by clear language and a specific provision of this Agreement, the Commission retains exclusively to itself, all rights that it has or may hereafter be granted by law, and shall exercise those rights without such exercise being subject to grievance or arbitration or negotiation concerning the effects of changes that are within management prerogative.

Article 3
EMPLOYEE RIGHTS

A. The Commission and the Union 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 has given testimony, or taken part in a grievance procedure, or proceedings of the Union.

B. No permanent employee shall be disciplined except for just cause, and that any major disciplinary actions (i.e., written warning, suspension or dismissal) taken against any member of the Portsmouth Police Department covered by this Agreement will be subject to the grievance procedure.

C. Employees will be allowed to participate in Credit Union automatic deductions as they have in the past, so long as the computer capability continues with respect to both the Credit Union and City. Further, the Commission agrees that if and when the City develops added computer capability, it will discuss with the Union the possibility of adding additional direct deductions for other Credit Unions.

D. Union Executive Board members will be allowed to attend an aggregate of forty (40) hours to attend Union related activities such as training, seminars, conventions, and quarterly meetings on department time at no loss of pay or benefits.

Article 4
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 race, creed, color, national origin, sex, sexual orientation, age, marital status, qualified handicapped, Vietnam era veteran status or participation in Union activities and affairs.

Article 5
UNIT COMPOSITION

A. The Commission recognizes that the Union represents all regular full time and regular part time civilian police employees, excluding the Police Chief's Secretary, Supervisors and confidential employees as defined by the Public Employee Labor Relations Act. It is understood that if the Police Department has an attorney working for it independently or through the City Attorney's Office, the Attorney will be excluded from this unit.

B. Upon the establishment of any new full-time or part-time classification not listed in the Salary Schedule attached to this contract, the parties agree that the Police Department will establish the rate of pay and the salary range and notify the Union of such rate of pay and salary range which will be subject to negotiation in the next round of bargaining.

Article 6
PROBATIONARY PERIOD

A. All new employees shall serve a probationary period of one (1) year and during this period shall be classified as probationary employees. This period supplements the formal examination, etc., and it is the final determination of whether a person should be given permanent status. The Chief of Police may extend an employee's probationary period to a maximum of three (3) additional months if in his opinion it is necessary.

B. Probationary employees shall receive benefits in accordance with past practice.

Probationary employees are considered employees at will and may be terminated with or without cause at any point in the probationary period. Probationary employees 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.

D. Any rehired employee who has already completed a probationary period shall be required to complete a 180 day probationary period if rehired within a one (1) year period from the date he/she terminated employment. The rehired employee shall, however, return to the bottom of the seniority list, and his/her rate of pay shall be determined by the Commission.

Article 7
DUES CHECK OFF

A. Upon an individually written authorization card signed by the employee and approved by the Union, the Commission agrees to deduct from each employees' wages a sum for the Union dues to be collected from the first paycheck of each month. The Union agrees to hold the Police Department and the City harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Section.

B. Any Portsmouth Police Department Civilian Employee who meets the Unit Composition requirement above, and has successfully completed the probationary period, shall be eligible to join the Portsmouth Police Civilian Employees Association (PPCEA). Any eligible member of the bargaining unit who does not join the PPCEA shall be required to pay PPCEA an agency shop fee equal to ninety percent (90.0%) of the membership dues, as his/her fair share of the costs of negotiating and administering the agreement. Payment of the agency shop fee shall begin fifteen (15) days after the successful completion of the probationary period and payments shall be deducted in the same manner as PPCEA dues. Payment of the agency shop fee shall not be a condition of employment.

Article 8
SENIORITY

SENIORITY: Seniority shall be measured from the last date of hire of an employee. Seniority shall terminate upon the occurrence of one of the following events:

Retirement
Discharge for just cause
Resignation
Lay off for two years
Absence due to illness or accident in excess of twelve (12) months
Failure to return from lay off within fourteen (14) calendar days of notification that a permanent full-time job is available

Article 9
LAY OFF AND RECALL

A. LAY-OFF: In the event of lay-off, employees shall be laid off in the order of their seniority (date of hire) in their respective classification, that is, those with the lowest seniority, will be the first employees laid off. It is understood that an employee retained must be qualified to perform the available work. The Department agrees to provide the Association thirty days notice of any layoff.

B. PERMANENT LAY-OFF: In the event of a specific job elimination, the person whose job is eliminated shall have the right to bump the least senior person in their job classification so long as he or she is qualified to perform the job, the person so bumped shall have the right to bump the least senior person in the lowest classification in the department so long as the bumping person has seniority.

C. RECALL: When employees are recalled, they shall be recalled in the reverse order of lay-off in their classification.

Recall rights shall continue for two years and if the employee is not recalled by then, the employee will lose seniority.

If a person who is on lay-off is offered recall and fails to accept and return within two weeks of receipt of written notification, the person shall lose all recall rights and seniority.

Article 10
JOB POSTING

A. When a vacancy occurs as a result of the establishment of a new position or retirement or termination of a current employee, the Chief shall have the right to fill the position on a temporary basis. As soon as it is clear that the vacancy is permanent and will be filled, the Department shall post a notice indicating the position, its rate of pay, the qualifications required and the normal working hours for the position, which shall be subject to change at the discretion of the Chief.

B. The job posting shall be left on the bulletin board for five (5) days and all employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Police Department's right to seek applicants for the position from outside the Police Department. If the Police Department is going to seek outside applicants, it shall so note on the posting and shall note the date on which the receipt of applications will close.

C. After the closing date for applications or after the posting period of five days, whichever is appropriate, the Chief or his designee shall review the qualifications of the employees who have signed the posting and of the applicants, if appropriate. Among those qualified to perform the job, the Chief shall interview at least the top three prospects and make his decision based on qualifications, and in the case of Departmental employees, some

consideration shall be given to length of service as well as quality of performance while they have been with the Department.

D. Within ten (10) days of completing the interview process referred to above, the Chief shall post his choice of person to fill the position.

Article 11
OVERTIME

A. Overtime will be offered on a rotating basis within the job classification. Overtime will be distributed as equitably as possible with the understanding that employees who turn down overtime will lose any right to dispute the equitableness of the overtime distribution.

B. In the event that all qualified employees within a job classification in which overtime exists should turn down the overtime, it is agreed by the parties that the least senior employee available in the job classification who is qualified to perform the work can be required to perform the overtime. Employees shall receive time and one half for all hours worked in excess of forty (40) hours in a week or eight (8) hours in a day. Effective upon City Council approval of this 2008-14 contract, overtime for hours in excess of eight (8) in a day will be only for the IT Administrator, Dispatchers and Lead Dispatchers.

C. It is understood by the parties that this Section shall not be deemed to prohibit or limit the use of temporary personnel when the Chief of Police determines that it is necessary.

D. Hours taken as sick leave will not be counted as hours worked for purposes of calculating overtime.

Article 12
CALL-IN TIME

A. When employees are called in to work outside of their regularly scheduled working hours, they will be paid a minimum of two (2) hours at time and a half except in instances where the employee is coming in to perform authorized overtime in accordance with his/her own schedule in which case the employee will be paid only for hours worked.

B. When employees are called at home for work, are not required to report to work, and the phone call lasts more than fifteen (15) minutes, they will be paid a minimum of one (1) hour.

Article 13
DISCIPLINARY PROCEDURE

A. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.

B. All suspensions and discharges must be stated in writing with reasons stated and a copy given to the employee and a courtesy copy will be provided to the Union president with the name of the grievant redacted.

C. Disciplinary action shall normally follow this order:

1. Verbal warning
2. Written
3. Suspension, without pay (one day minimum, fifteen days maximum)
4. Discharge for just cause

D. An employee may be suspended or discharged for the following reasons:

1. Incompetency or inefficiency
2. Insubordination
3. Intoxication while on duty
4. Conviction of a felony
5. Unauthorized absence from duty
6. Other serious or continued violations of Departmental rules, regulations or policies.

E. No employee shall be disciplined or suspended or discharged, without just cause.

E. All employees shall have the right to review their records upon 24 hours' notice to the Office of the Chief of Police and the right to copy his or her file at his or her expense.

G. Cause for immediate discharge without prior discipline shall be:

1. Insubordination
2. Intoxication on duty
3. Using, selling or being in possession of illegal drugs or drug paraphernalia while on duty or being under the influence of illegal drugs while on duty
4. Fighting
5. Absence for three days without calling the department
6. Stealing
7. Commission of a felony
8. Dishonesty
9. Other serious offenses justifying discharge

H. It is understood that nothing in this Article shall prohibit or limit the Police Department in fashioning appropriate disciplinary action, including the use of the method of suspension pending investigation when it is appropriate. Furthermore, by execution of this contract, the Union and its members agree to be bound by the rules, regulations and standard operating procedures existing in the Portsmouth Police Department as of the date this agreement is signed, with the understanding that management has retained the right to adopt new rules or modify existing rules and operating procedures based on appropriate notice to the employees and the Union.

I. In the event an employee receives a written or verbal warning, said discipline will not be used to justify discipline given more than three (3) years later. Suspensions for the same offense may be used to justify discipline more than three (3) years later

Article 14
LEAVE OF ABSENCE

A. Written leaves of absence without pay may be granted by the Chief of Police for a period not to exceed six (6) months.

B. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.

C. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.

Article 15
BEREAVEMENT LEAVE

A. In the event of the death of one of the following relatives, the employee shall be entitled to leave without loss of pay for three (3) consecutive calendar days, which shall include regularly scheduled days off. Relatives covered are: current spouse or civil union partner, children, adopted children, step-children, parent, parent by adoption, brother, sister, step-parents, step-siblings, mother-in-law, father-in-law, grandchildren, grandparents (maternal & paternal), aunts, uncles, nieces, nephews, sister-in-law, and brother-in-law. The above relatives will apply to both the employee and his/her current spouse.

B. The allowable leave must commence within twenty-four (24) hours of the relative's funeral.

C. The Chief of Police may grant an extension of Emergency Leave if in his/her opinion the circumstances warrant and on application by the employee.

Article 16
PERSONAL DAYS

All regular full time employees who have completed their probationary period shall be entitled to take four (4) personal days per contract year. New employess may take up to two personal days after completing six (6) months of service. Personal days may be taken in full, half or quarter-day increments. These shall be granted only with at least forty-eight (48) hours' notice and approval by the Supervisor. Emergency circumstances may preclude forty-eight (48) hours notice. The practice that Dispatchers may take only one personal day per quarter is eliminated.

Article 17
HOLIDAYS

A. The following holidays shall be paid holidays for all permanent full time employees regardless of whether his/her day off falls on the holiday or not, and regardless of whether it falls on a day during his/her annual or sick or injured leave:

New Years Day
Dr. Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day -- Friday after Thanksgiving Day
One-Half Day on December 24
Christmas Day
Preceding Monday if Christmas is on a Tuesday
Following Friday if Christmas is on a Thursday

B. If a permanent full time employee is required to work on a holiday, the employee will be paid for the hours worked on the holiday in addition to his or her holiday pay (except as set forth in last paragraph of this Article pertaining to dispatchers).

C. When a holiday falls on a Saturday, the preceding day shall be considered the holiday; when a holiday falls on a Sunday, the following Monday shall be considered the holiday.

D. Dispatchers shall not receive extra compensation of any kind for any holiday as part of the four and two schedule working agreement. By the same agreement, they also are not entitled to the day off. If a dispatcher works a holiday as part of his/her work week, s/he will be compensated at straight time at his/her respective pay rate just as for any other work day.

Article 18
MILITARY LEAVE

Employees who serve in the United States Military Reserve and National Guard agree to abide by the policy currently in force and set forth by the City of Portsmouth regarding such service.

Article 19
JURY DUTY AND WITNESS DUTY PAY

If employees are required by the Department to attend court during their off-duty hours, or are subpoenaed to appear in court during off-duty hours due to work-related duties, they shall be paid a minimum of three (3) hours at time and one-half, but shall remit to the Department all witness fees paid to them for attending court. This provision shall not apply to situations where a shift is extended (either before or after the regular shift) for a court appearance nor shall it apply to any grievance proceeding (unless called to testify by Management).

Article 20

EMPLOYEE INDEMNIFICATION

The Police Department shall defend all employees against any claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of his/her employment. The Police Department shall indemnify all employees for any judgments entered against them arising out of an act or omission by the employee acting in good faith within the scope of his/her employment, to the extent that the claim is within the scope of coverage of an insurance policy maintained by the Police Department.

Article 21
EDUCATIONAL EXPENSES

A. The following education reimbursement policy will apply to members of the bargaining unit covered by this policy.

B. The Commission agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards: payment of fifty percent (50%) of the cost of such courses, but not to exceed five hundred dollars ($500.00) per course or one thousand dollars ($1000.00) per employee per college semester. Approval of courses will depend on available funding. Said reimbursement decision will be made on a first come first serve basis and paid to the employee only after presentation of a certificate of satisfactory completion of the course. Employees who leave the City within six (6) months from the date of completion of the course will be responsible to reimburse the City for said course.

C. Courses must be approved in advance by the Chief of Police as meeting the requirement that the course is related to the employee's job or is part of a career development program.

D. Not more than two thousand dollars ($2000.00) will be paid for any employee in any calendar year for course reimbursement.

E. Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available.

F. If a course is paid for in whole or in part through Federal or State Programs, then the Department will not reimburse for such a course, it being the intent of this Section to eliminate double payment for any course.

G. The Department shall pay for required certification or minimum education required by the Federal, State, Local or City governments.

H. Education expenses shall include, but not be limited to the following: tuition, registration, books, supplies, course material.

I. The restriction and requirements set forth above shall not apply to courses which the department requests an employee to take during duty time.

Article 22
MILEAGE

A. Employees required or requested to use their personal vehicles in the course of their duty for Police Department business shall be reimbursed at the current mileage reimbursement figure used by the Department to compensate its members for training purposes.

B. The rate for this shall increase based on the IRS justifiable mileage rate as set forth by the IRS.

Article 23
SUBCONTRACTING

A. The Commission and the Union agree that in any subcontracting proposal where the Commission anticipates eliminating the jobs for any member of the Union, the Commission shall give notice to the Union in anticipation of such action.

B. Any bargaining unit employee, whose job is eliminated because of subcontracting, shall be given due consideration for transfer to any vacancies which exist.

Article 24
FEDERAL FAMILY AND MEDICAL LEAVE AND MATERNITY LEAVE

A. FEDERAL FAMILY AND MEDICAL LEAVE

The Union and the employer agree that the Interim Policy as implemented by the Police Department regarding the Family Medical Leave Act shall be applicable to the employees covered by this agreement. It is further agreed that should management initiate a change to said policy that it will be negotiated with the Union and subject to all appropriate approvals (unless required by law).

B. MATERNITY AND PATERNITY LEAVE

Upon application of the employee and approval of the Chief of Police a medical leave of absence for maternity shall be granted to permanent, full-time employees who have been employed for 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 compensatory time or a combination of all 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.

For paternity leave purposes, said leave of absence shall not exceed twelve (12) weeks after birth. No more than two (2) weeks of paid "sick leave" may be used for paternity leave. Said leave shall 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 emplyee's medical insurance will be reinstated and the Department shall pick up coverage on the first day of the first calendar month after the employee returns.

An employee shall not forfeit seniority during this leave of absence. An employee shall notify the Chief of Police one (1) month prior to return 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.

For purposes of maternity or paternity leave, intermittent leave is not permitted without permission from the Chief of Police or his/her designee.

Article 25
VACATION

A. All members completing one (1) full year of service shall be entitled to ten (10) working days paid vacation per year, and shall earn an additional day per year from the completion of his/her second (2nd) year to the completion of his/her eleventh (11th) year, at which time the employee shall have earned a total of twenty (20) annual vacation days. Upon completing the employee's twelfth (12th) year of service, he/she shall earn a bonus day, thus earning two (2) extra days for the twelfth (12th) year, and will continue to earn as before, one (1) day per year to the completion of the employee's twentieth (20th) year of service, at which time he/she will have earned thirty (30) days annual paid vacation. Each member may accumulate no more than fifty (50) days annual leave, which may be accumulated from year-to-year by saving a maximum of one-third (1/3) total leave earned by that member for that year.

B. Vacations will be posted semi-annually (specifically June 1st and December 1st) and will be selected on the basis of seniority. No employee may choose more than two weeks on the first run through the list. The Department shall decide how many employees out of any job classification or category that can be on vacation at one time as well as the number of employees in the bargaining unit that can take vacation at one time. The vacation schedule will be completed within a 30-day period. Employees may choose vacation that is not yet accrued provided that the vacation will be accrued prior to the beginning of the leave.

Article 26
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 for employees prior to January 1, 1990. Employees hired after January 1, 1990 shall be able to accumulate sick days up to a maximum of one hundred and fifty (150) days. Upon death or retirement or voluntary termination of employment, the City will pay to an employee or his family or heirs or to the estate of the deceased employee an amount representing ninety (90%) percent of the sick leave the employee may have accumulated to the date of his retirement, death or termination of employment, so long as the number of days accumulated are not in excess of the maximum set forth above. Whenever a member is absent from duty due to illness or sickness, not job related, the employee shall be paid his regular rate of pay within the limits of his accumulated sick leave.

(1) Notice Required Where Employee Is Entitled To Payout: In order to receive payout for sick leave upon termination or retirement, an employee shall provide notice by January 1 prior to the fiscal year in which payout is to occur. (The employee may withdraw his or her notice up to April 15. (1) If such notice is not given and an employee retires or terminates employment, the employee will not be entitled to be paid for his or her accumulated sick leave until the first pay period of July following his or her retirement or termination or 180 days whichever is later.

(2) Waiver Of Notice Where Employee Is Entitled To Payout: If an employee retires or leaves employment under one of the following exceptions then the employee will be paid for his or her accumulated sick leave within seventy-five (75) days of his or her last day of work or sooner if possible:

Exceptions:

a. Resignation at the request of the Chief of Police.
b. Disability retirement.
c. Retirement caused by serious illness or injury which otherwise does not qualify for disability.
d. Retirement caused by a serious family illness where the employee is needed to attend to the family member in need.
e. Other circumstances which arise unexpectedly which make it impossible for an employee to meet the notice requirements of this section, provided the Police Commission approves in advance the making of said payments without the required notice.

If an employee is involuntarily terminated by the Department notice is waived and he or she will be paid for his or her accumulated sick leave within thirty (30) days of termination so long as the employee is otherwise entitled to payout per this contract.

(3) Payout Over More Than One Year: If an employee wants his or her accumulated sick leave to be paid out over more than one year, he or she may give up to three years of notice. However, it is understood that once payment begins the employee may not withdraw his or her notice of retirement or voluntary termination.

(4) Zero Payout Provision: New employees hired into the Department after July 1, 1997 who become members of the Police Civilian Employee Association bargaining unit shall not be entitled to any payout for accumulated sick leave upon retirement, termination, or death. Such employees will still be allowed to accumulate up to the maximum of one hundred fifty (150) days of sick leave for use when an employee is sick.

Article 27
HEALTH AND DENTAL INSURANCE

A. Health Insurance - The City shall provide health insurance for individual, two person, or family coverage for full-time employees. The employee shall have a choice between BC/BS Plan Comp 100 with a Managed Care rider or Blue Choice One (1). After implementation of the plans, the employee will be allowed to choose between said plans prior to the Health Insurance contract renewal date each July. The employer may provide equal and comparable coverage to the above mentioned plans. Employees shall be offered the opportunity to pay their portion of the premium with pre-tax dollars under an IRS 125 Plan.

Effective July 1, 2008 the employee's cost will be nineteen percent (19.0%) of the premium and the Commission will pay eighty-one percent (81.0%). Effective July 1, 2010the employee's cost will be twenty percent (20.0%) of the premium and the Commission will pay eighty percent (80.0%).

The Commission will offer employees the option of choosing health insurance under the Matthew Thornton Plan so long as it is offered by the NHMA Health Insurance Trust. The employee shall pay the following percentage of the cost of premiums so long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium. If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee and employer's percentage cost of the premiums shall be the same as those for Comp 100-MC and Blue Choice as set forth above:

Employee Percentage

2008-09	15.0%
2009-10	15.0%
2010-11	15.5%
2011-12	15.5%
2012-13	15.5%
2013-14	15.5%

Effective as soon as practicable after the City Council approves this agreement, the City may offer two (2) additional optional plans based upon the Comp 100-MC and Blue Choice One plans with premium share as described above. Co-pay shall be five dollars ($5.00) for office visits, twenty-five dollars ($25.00) for emergency room visits, and $10/$20/$45 for 30-day retail or 90-day mail order prescriptions.

The Association agrees to participate in a City-wide committee to explore health insurance options.

HEALTH INSURANCE: Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this five (5) year agreement - such plan would only become effective if ratified by the Union, approved by the Commission and approved by the City Council.

B. DENTAL INSURANCE; - The City agrees to pay such sums as are necessary each month for each permanent and probationary employee who is a member of the bargaining unit (including their dependents) to maintain Dental coverage under Northeast Delta Dental (or equivalent plan) with a $750.00 maximum benefit per person per contract year. For the following coverages; Coverage A - 100%, Coverage B - 60%, Coverage C - 50%.

C. STIPEND ABANDONMENT; - The parties agree that employees currently receiving stipends in lieu of health insurance coverage will continue to receive them at the dollar level in effect at the time this agreement is reached. No additional employees shall receive such stipends when both spouses work for the City. Further the City will not provide health and/or dental coverage if an employee is already covered by the same or similar health and/or dental plan by the City or the School Department.

Article 28
LIFE INSURANCE

The City of Portsmouth shall provide, at no cost to the employee, life insurance coverage of no less than $10,000.00 on each member of the Bargaining Unit.

Article 28A
REGULAR PART-TIME EMPLOYEE BENEFITS

A. Regular part-time employees are defined as those employees with a regular work schedule of thirty (30) hours or less per week where the job is not a temporary position. Employees regularly scheduled to work more than thirty (30) hours per week shall be entitled to full-time benefits.

B. Regular part-time employees shall not be eligible for paid benefits unless specifically set forth below:

1. Regular part-time employees shall accumulate and be paid for Longevity, Sick Leave and Vacation as set forth in the contract based on the following pro-rata formula:

   Regular scheduled hours of work per week. Forty (40) hours per week X the appropriate benefit level.

2. Regular part-time employees shall receive one (1) Personal Day per year, after completing one (1) year of service.

3. Regular part-time employees shall be paid Holiday Pay based on their regular scheduled hours of work only for those Holidays listed in the Contract, Article 17, that the employee is required to work.

   Thus, if an employee's regular schedule is five (5) hours and he/she works the Holiday, he/she will receive the regular straight time pay of five (5) hours and Holiday Pay of five (5) hours at straight time rates.

4. Regular part-time employees shall receive educational expenses as set forth in the contract only on prior approval by the Police Chief.

5. Mileage reimbursement shall be the same for regular part-time employees as regular full-time employees.

6. Regular part-time employees shall be enrolled in the State's Retirement Plan if eligible under State Statutes.

C. OTHER BENEFITS:

Regular part-time employees shall accrue seniority, be entitled to sign up for Job Postings, and have the same Probationary Periods as regular full-time employees. They shall otherwise be entitled to the non-cost benefits of this agreement specifically including the Maternity Leave Section.

Article 29
COLA and Salary Schedule

The parties agree that the following wage increases shall be paid under this contract.

Effective July 1, 2008, the wages for all members of the bargaining unit shall be increased by three and fourteen hundredths percent (3.14%). This will be retroactive for employees on the payroll in the bargaining unit when the contract is approved by the City Council.

Effective July 1, of each year from July 1, 2010 through June 30, 2014 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-Brockton-Nashua—MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. 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 CPI-U for the Boston SMSA (Nov. to Nov.) is 1.5% the applicable COLA adjustment on the following July, 1 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 five year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2014 that no further COLA adjustments after July 1, 2013 will be generated under the Working Agreement even though the Working Agreement may have an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2014.

In addition, a new step will be added to the bargaining unit's wage scale effective July 1, 2004. The new step will be four percent (4.0%) above the previous top step. Employees with six years of service will be eligible for the new step. Effective July 1, 2011, a new step at 2.5% above the six-year step will be added for employees with eight (8) years of service. Effective July 1, 2013, a new step at 2.5% above the eight-year step will be added for employees with twelve (12) years of service.

Effective on the date of City Council approval, dispatchers will receive a shift differential of $0.50 per hour for hours actually worked during the evening shift and $1.00 per hour for hours actually worked during the midnight shift.

Effective January 1, 2004, a new position of Lead Dispatcher will be added to the Salary Scale with a wage rate ten percent (10.0%) above top step Dispatcher based upon a Position Description as agreed-upon between the parties.

Article 30
TRAINING STIPEND

Dispatchers assigned to train new employees shall receive a stipend of one dollar and twenty-five cents ($1.25) for every hour of training. The training stipend will increase as follows:

7/1/10	$1.50
7/1/11	$1.75
7/1/12	$2.00
7/1/13	$2.25

Article 31
WORKMAN'S COMPENSATION INSURANCE

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

B. Supplemental Workman's Compensation pay shall be provided to supplement the Workman's Compensation Insurance so that employees shall receive full pay for a period not to exceed twenty-six (26) weeks for any compensable injury.

Article 32
LONGEVITY

Any regular full time employee having completed five (5) continuous years of service by December 31, will be paid a longevity bonus as follows:

After five (5) years: $150.00
and an additional $ 50.00
per year for every additional year of service thereafter.

Article 33
CLOTHING ALLOWANCE

A. The City of Portsmouth will provide the amount of five hundred and twenty-five dollars ($525.00) per year to each dispatcher, and Animal Control Officer. This money shall be used to maintain the above employer-issued uniform in good repair. Said amount(s) will be paid on or about July 1, of each of the fiscal years, or at such time set by the COMMISSION. This amount will increase by the COLA formula in Article 29 on July 1, 2008, 2010, 2011, 2012, and 2013.

B. The Dispatch uniform will be set by the Department SOP.

It is understood that should the Commission decide to make uniforms optional for dispatchers that no clothing allowance is required under this Article.

C. In addition to the previous list, any article of clothing required to be worn as part of the uniform will be allowed to be purchased.

D. 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.

E. All new employees hired between July 1, and December 31, shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered his/her clothing allotment for the fiscal year. If an employee is hired between January 1, and June 30, his/her uniform and equipment will be supplied; however, his/her allowance shall be one-half of the usual amount for the next fiscal year.

Article 34
NO STRIKE/LOCKOUT

A. 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.

B. It is understood that any employee violating this Section shall be subject to immediate discharge. It is further understood that should the Commission discipline an employee for violating this Section and should the employee grieve the discipline, that the only issue to be considered by the Arbitrator is whether or not the employee's actions were in violation of this Section.

C. The Arbitrator shall have no authority to consider the severity of the discipline given by the Commission, but if he or she rule that this has not been a violation of this Section of the Labor Agreement any employee discharge or discipline under this Section shall be returned to work with full back pay.

Article 35
SEPARABILITY CLAUSE

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 will prevail.

Article 36
STEWARD

A. The Police Department agrees to recognize one Steward and one Alternate Steward, to cover in his/her absence. If a situation should arise which threatens to disrupt the workplace when the Steward is on duty, the employer will attempt to release the Steward as soon as practical to investigate the matter without loss of pay. If a settlement cannot be reached, the Steward shall report it by telephone to the Union. If the issue still cannot be settled, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.

B. It is understood that time spent in grievance processing or investigation which is done by a Union Steward or member when he or she is not working a regular shift, will not be paid for.

Article 37
COMPLETE AGREEMENT AND WAIVER CLAUSE

A. 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 the parties after the exercise of that right and opportunity are set forth in 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.

B. 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 38
GRIEVANCE PROCEDURE

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

B. Step 1: Prior to the formal institution of any grievance, any employee who believes he/she has suffered a grievance, must, with the assistance of a Steward, attempt to resolve the matter with his/her Supervisor within five (5) working days after the occurrence of the event giving rise to the grievance.. The Supervisor has the responsibility to attempt to resolve the employee's grievance within five (5) working days if the subject matter is within his/her authority. The Steward has the responsibility and the authority to settle, withdraw or refer the grievance to the further steps of the grievance procedure.

Step 2: Any grievance which remains unresolved following the informal discussion referred to in the preceding paragraph may be referred by the Steward to the Chief of Police or his/her designated representative in writing for adjustment within five (5) working days of the completion of Step 1. The Chief of Police or his/her designee shall schedule a meeting with the Union and the grievant within five (5) working days after receipt of the grievance. After the meeting, the Chief will respond to the Union in writing within five (5) working days .

Step 3: 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. The Commission shall hold a hearing at its earliest convenience and shall respond to the grievance in writing within ten (10) days of the hearing. Grievance meetings with the Chief of Police and/or the Police Commission shall be held at mutually satisfactory times. No more than two (2) employees, including the grievant, shall attend such hearings. Employees in attendance at such hearings shall suffer no loss of pay.

Step 4: (a) If the grievance has not been resolved to the satisfaction of the aggrieved employee after receiving the Commission's response, the Union may, by giving

written notice to the Commission within ten (10) working days after receiving the Commission's response referred to in Step 3, submit the grievance to Arbitration. Such notice shall be addressed in writing to the Chief of Police as the representative of the Commission.

(b) In the event that the Union elects to proceed to Arbitration, the Commission, or its 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. The parties by mutual agreement may utilize the services of the New Hampshire Arbitration Council in lieu of the above procedure. Once Arbitration has been requested, the parties agree that if the Union so requests a clarification meeting will be held with the Chief of Police and the Business Agent to investigate one more time any avenues of settlement.

(c) The Commission and the Union agree that they will individually be responsible for their own costs, preparation and presentation. The Commission and the Union further agree that they shall equally share in the compensation and the expense of the Arbitrator.

(d) 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 and change in modification or alteration of, addition to, or detraction 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.

(e) Each grievance shall be separately processed at any Arbitration proceeding hereunder unless the parties otherwise agree.

(f) The Arbitrator shall furnish a written opinion within thirty (30) days 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.

(g) The arbitration provisions in this Section shall be subject to RSA:542 Arbitration of Disputes.

Article 39
TERMINATION OF AGREEMENT

Terms of this Agreement shall be in effect where reasonable from the first day of July 2008 through June 30, 2014 but shall remain in effect after that date unless either party notifies the other by registered mail of its desire to terminate said contract in accordance with the time limitation set forth in the Public Employee Labor Relations Act. Such a termination shall not be effective until sixty (60) days after receipt of the notice of termination.

Article 40
MANAGEMENT/LABOR MEETINGS

The Police Commission and the Association will meet at reasonable times and places to negotiate changes in this and successor Agreements. No more than three (3) employees shall be designated for such negotiation purposes, and they shall suffer no loss of pay in attending said meetings. Employees who are off-duty will not be compensated for their attendance at meetings or hearings related to grievances, including arbitration hearings, and negotiations, but off-duty employees are entitled to compensation for attending management-labor meetings.

Article 41
TEMPORARY SERVICE OUT-OF-RANK

When a member of the bargaining unit, designated in writing by management, performs ongoing duties and responsibilities of a person of higher rank for a minimum of five (5) consecutive work days, (or a minimum of fifteen (15) work days if the absence is for schooling or courses), the employee will be compensated for this service at the same rate of pay as the person for whom they are working. Temporary service out-of-rank does not constitute a promotion.

Article 42
HOURS OF WORK

Dispatchers will work four (4) eight-hour (8 hour) days followed by forty-eight (48) hours off. Dispatchers will "give back" six (6) days per year for training purposes. Dispatchers shall be compensated at straight-time for any of these days actually devoted to training provided by the Department.

Article 43
COMPENSATORY TIME

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

B. Compensatory Time may be earned per SOP 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 employee requests compensatory time, the Department has the discretion to award compensatory time or overtime.

Article 44
PERFORMANCE APPRAISAL SYSTEM

Employees will receive an annual evaluation by their supervisor. The parties agree to negotiate the evaluation procedures as required by law.

SIGNATURES

Dated at Portsmouth, New Hampshire this 6 day of April, 2010.

PORTSMOUTH POLICE CIVILIAN EMPLOYEES ASSOCIATION

Nicole Perl, President PPCEA

Daisy Lavoie, Secretary PPCEA

David Rabitor, Steward

PORTSMOUTH POLICE COMMISSION

Gerald Howe, Chair Police Commissioner

John Russo, Police Commissioner

~~John Golumb~~, Police Commissioner

David Ferland, Chief of Police

Thomas Flygare, City Negotiator

Stephen DuBois, Deputy Police Chief