

WORKING AGREEMENT

Between

THE PORTSMOUTH POLICE COMMISSION

and

**THE PORTSMOUTH POLICE
RANKING OFFICERS ASSOCIATION,
NEPBA LOCAL #220**

July 1, 2019 to June 30, 2023

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APPENDIX A - RETREAT RIGHTS AGREEMENT

APPENDIX B - SALARY SCHEDULE

APPENDIX C - LONGEVITY SCALE

1. **RECOGNITION:** The COMMISSION recognizes the ASSOCIATION as the sole and exclusive bargaining agency for all permanent members of the Portsmouth Police Department above the rank of "Patrolman" 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 ASSOCIATION in the exercise of any rights, powers and liberties granted them by the laws of The State of New Hampshire or The United States of America.
2. **MANAGEMENT RIGHTS:** The ASSOCIATION 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.

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. (Amended: March 04, 1987).

The Chief of Police, with approval of the Commission, may make transfers within rank regardless of the duration of the appointment. Further, management shall continue to have the discretion to decide when to fill for absences due to sickness, injury, vacation, leave of absence, training programs, school, etc. (Amended January, 1997, July 19, 2004)

3. **EMPLOYEE RIGHTS:**
 - A. The COMMISSION and the ASSOCIATION agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the ASSOCIATION, or to discriminate against any employee because said employee has given testimony, or taken part in a grievance procedure, or proceedings of the ASSOCIATION.
 - 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. (Amended: March 04, 1987)
4. **FAIR PRACTICE:** The Commission and the Police Department and the Union reaffirm and will maintain a policy not to discriminate against any person because of race, creed, color, national origin, sex, age, marital status, veteran status, qualified disability, participation in Union activities or affairs or any other status or characteristic protected by Federal, State or Local law or ordinance. (Amended: November 2019)

5. **MANAGEMENT - LABOR MEETINGS:** Officers of the ASSOCIATION shall be allowed to meet with the COMMISSION whenever necessary to carry out the contents and purposes of this Agreement. No more than three (3) officers shall be designated. 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 labor-management meetings. (Amended: July 19, 2004)
6. **NEW SERGEANTS, LIEUTENANTS AND CAPTAINS:** All new ranking officers shall serve a probationary period as prescribed by the COMMISSION not to exceed one (1) year. All those who have satisfactorily completed their probationary period shall be known as permanent ranking officers, and their probationary period shall be included when computing seniority. Ranking officers, upon completion of their probationary period, will be provided with a copy of this Agreement at the Department's expense, including all appendices, hereto.
7. **RESIDENCY:** As a condition of employment, all ranking officers of the City of Portsmouth, New Hampshire Police Department 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: March 04, 1985, March 04, 1987, July 19, 2004, September 7, 2016)
8. **SENIORITY:** The seniority of a ranking officer shall be determined by time in grade. In the event that more than one (1) employee was promoted on the same date, seniority shall be determined by the highest test score (if applicable). Otherwise, seniority shall be determined by length of service in present grade. In the event that all of the above are equal between two or more employees, seniority will be determined by a method which is agreeable to all parties concerned, such as a test, coin flip, etc. (Amended: March 01, 1987)
9. **VACANCIES:** Vacancies in the ranking officers ranks shall be filled as determined by the Chief and Commission. (Amended: July 19, 2004)
10. **SPECIAL DETAILS:** All ranking officers shall be eligible to fill any vacancy which may occur, whether said vacancy is in the Patrol Division or in the Investigative Division, or any other Special Detail position which may be instituted. Promotions to these positions shall be filled in the same manner as any other promotion.
11. **PROMOTIONS AND TRANSFERS:** The parties will work cooperatively on developing a promotional process that is mutually acceptable and that at least for promotions to the position/level of second in command (currently Captain), includes a public component. (Amended: November 2019)
12. **PERSONNEL REDUCTION:** In the event of a reduction in the ranks of the Police Department, employees with the least seniority will be first to be reduced in rank. Re-hiring will be done opposite the laying-off procedure, in that, the last officer laid off will be the first to be re-hired. Should any such employee refuse to be re-hired for whatever reason, said employee will lose all seniority and be placed at the bottom of the re-hiring list. (Amended: March 04, 1987) See the attached Appendix A for the Retreat Rights Agreement.
13. **TEMPORARY SERVICE OUT-OF-RANK:** When a member of the ASSOCIATION is absent from duty for a minimum of ten (10) consecutive work days, (or a minimum of fifteen (15) work days if the absence is for schooling or courses), and a specific officer of lesser rank is designated in writing by Management to assume the full-time and ongoing duties and responsibilities of the absent officer, the officer 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. (Amended: March 04, 1987, January 28, 1997, July 19, 2004)

14. **SALARIES:**

Effective July 1, 2019, employees will be paid according to the salary schedule attached as Appendix B. On 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 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 if 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. (Amended: November 2019)

Detectives shall receive the following annual stipends:

July 1, 2019

To start	\$2,132.07 annually
After 1 year	\$2,382.90 annually
After 2 years	\$2,633.70 annually

Ranking officers serving in the Patrol Division shall be paid an annual shift work differential of \$1,254.12 to be paid \$627.06 in December and \$627.06 in June. The detective stipend and shift differential shall increase in accordance with the COLA adjustment described above. The Department agrees to maintain the current minimum fifteen percent (15.0%) gap between top step patrol wages and first step sergeant wages. (Amended: November 2019)

15. **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-hour days followed by forty-eight (48) hours off. Any duty requiring extension of the eight-hour work period will be considered as overtime.

Effective July 1, 2013, eight (8) of the hours required for annual New Hampshire Police Standards and Training council (NHPSTC) certification on programs not required by the PPD will be without compensation.

During the term of this contract, until June 30, 2023, the parties will continue to abide by the current "4 and 3" schedule.

16. **OVERTIME:** No officer will be required to work more than the officer's regular eight-hour shift or forty-hour week except as provided in this Section. Any officer required to do so will be paid at an overtime 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 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 distribution. With respect to any outside details for which the Chief of Police or the Chief's designee has authorized the deployment of a Supervisor to be in charge of the detail, the rate of pay for the Supervisor shall be at the overtime rate for a Sergeant. (Amended: April 3, 1990)

Paid leave taken for Vacation, Sick Leave, Personal days, and Administrative Leave for Pending discipline will not count as time worked for overtime purposes. Notwithstanding the above, Officers called in or held over by management to work periods contiguous to their regularly scheduled shifts shall be paid at the overtime rate. Nothing in this provision shall affect the overtime for call-back or court time minimums, outside details, or grant-funded initiatives. The effective date for this provision shall be January 16, 2011.

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

- 16A **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. Any officer who becomes eligible for this pay will fill out an overtime slip showing the time the officer arrived in Court and the time the officer left along with the name of the Defendant in the case. (Effective July 1, 1995) Payment for court appearances shall not be compounded, pyramided, overlapped with or added to compensation for any other purpose except outside work details. (Amended January, 1997, July 19, 2004)
17. **SPECIAL ASSIGNMENTS:** Any officer called in for special assignment during said officer's off-duty time, shall be paid a minimum of three (3) hours at the overtime rate, and such overtime rate shall continue for any hour or portion, thereof, (at least fifteen (15) minutes), beyond said three (3) hours. This shall include parade duty, as well as any other instance where extra police protection is required. Payment for special assignments shall not be compounded, pyramided, overlapped with or added to compensation for any other purpose. No three hour minimum will be due if an employee is called in or held over contiguous to his/her regular shift. Employees will not be paid more than a single three hour minimum for work performed during the same three hour period.(Amended: July 19, 2004)
18. **EXCHANGE OF DAYS OFF:** Members of the ASSOCIATION shall be allowed to exchange days off with other members of equal rank with the approval of the Chief of Police or the Chief's designee.
19. **HOLIDAYS:** The following Holidays shall be paid Holidays for all members regardless of whether the member's day off falls on the Holiday or not, or if it falls during the member's annual, sick or injured leave:

NEW YEAR'S DAY
MARTIN LUTHER KING, JR. DAY
PRESIDENTS' DAY
GOOD FRIDAY (one-half day)
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERANS DAY

THANKSGIVING DAY
FRIDAY FOLLOWING THANKSGIVING DAY
CHRISTMAS DAY

(Amended 1997)

20. **PERSONAL DAYS:** All ranking officers shall be entitled to four (4) days off per Fiscal Year which will be classified as "Personal Days." These days may be utilized only when sufficient coverage is available so that overtime hiring is not necessary, and will be a paid day off not chargeable to any other leave. (Amended: March 04, 1987, April 3, 1990, May 3, 1999, July 19, 2004)
21. **VACATIONS:** 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 the member's second year to the completion of the member's eleventh year, at which time the member shall have earned a total of twenty (20) annual vacation days. Upon completing the member's twelfth year, the member shall earn a bonus day, thus earning two (2) extra days for the twelfth year, and will continue to earn as before, one (1) day per year to the completion of the member's twentieth (20th) year, at which time the member will have earned thirty (30) days annual paid vacation. 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 one-third (1/3) total leave earned by the member for that year. (Amended: July 01, 1982, July 19, 2004).

The vacation pick form will be structured to include a column delineating upcoming shift rotation for the vacation pick period for patrol ranking officers. Patrol ranking officers will pick scheduled vacation to insure that at least one member of the rotation (Captain, Lieutenant, sergeant) will not be on vacation. In the event that a patrol ranking officer desires to swap his/her upcoming shift, and his/her vacation pick will result in all three ranking officers being vacant from the shift, the ranking officer swapping into the shift will reschedule or cancel his/her vacation time.

The two Captains assigned to Administration will coordinate any vacation pick to insure that they will not be on scheduled leave at the same time. The Lieutenant and Sergeant assigned to Personnel and Training Division will do the same. The Captain and Lieutenant assigned to the Bureau of Investigative Services will schedule their vacation picks so they shall not conflict as outlined above. The two sergeants assigned to the Bureau of Investigative Services will do the same. (Amended: July 19, 2004)

22. **SICK LEAVE:** 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 the officer's 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 the officer's retirement, death or termination of employment.

Whenever a member is absent from duty due to injury or sickness not job-related, said member shall be paid the member's regular rate of pay within the limits of the members accumulated sick leave.

For any Employee hired after January 1, 1990 who has more than 150 sick days accrued according to the Department's records, the parties will grandfather and freeze further accrual at the employee's current level as of the date of execution and allow the use of (but not the payout of) this additional sick leave, consistent with the existing rules and regulations of the department regarding the use of sick leave. (Amended: September 7, 2016)

Employees hired after January 1, 1990 who become members of the ranking officers bargaining

unit, shall have sick leave accrual for all purposes shall be capped at one hundred and fifty (150) days. (Amended: September 7, 2016).

Notice To Receive Sick Leave Payout

Officers requesting advance pay-outs for accrued sick leave in lieu of 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 pay-outs (at 90% of the current wage). Once the pay-out begins, the employee may not withdraw said notice of retirement or voluntary termination. (Amended: July 19, 2004)

Three Year Payout Option

If an employee wants accumulated sick leave to be paid out over more than one year, the employee may give up to three years of notice. However, it is understood that once payment begins the employee may not withdraw said notice of retirement or voluntary termination. (Amended January, 1997)

ZERO Payout For New Hires

New employees hired into the Department after January 1, 1997 who become members of the ranking officers 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 accrue for all purposes and capped at one hundred fifty (150) days. (Amended 1997, September 7, 2016)

23. **INJURED LEAVE:** Accident or personal injury to any employee arising out of the employee's employment shall be covered by the NH Workers Compensation statute and the rules and regulations issued pursuant to said statute. Employees receiving temporary disability payments under said statute shall be entitled to the difference between the amount received from the insurance or the workers Compensation carrier and the officer's regular pay check. Said payments shall be made until the employee is able to return to work, but in no event shall such payments by the Department or the City exceed fifty-two (52) weeks. (Amended October 1993)

24. **TEMPORARY ALTERNATIVE DUTY**

(A). In compliance with RSA 281-A:23-b, the Chief of Police, under delegation of authority from 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 work light duty assignments within the patrol division, and will have the same work schedule, subject to authorization from his/her physician and the availability of a light duty assignment. 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 officers individual circumstances in making a light duty assignment.

- 2) **SPECIAL DETAILS** — Officers assigned to Special Details may perform light duty that is consistent with "Special Detail" assignments. (Amended: July 19, 2004)
- 3) **ADMINISTRATIVE ASSIGNMENTS** — Officers assigned to administrative assignments may perform light duty that is consistent with such assignments.

(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.

(E) 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.

(F) 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 Paragraph B (I) above.

(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.

- 25. **WORKERS' COMPENSATION INSURANCE:** The City shall provide, at no cost to the employee, Workers' Compensation Insurance for each member of the Department. (Amended: July 19, 2004)
- 26. **HEALTH AND WELFARE INSURANCE:** 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 90% of the premium cost and the employee paying 10% 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 89% of the premium cost and the employee paying 11% 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 88% of the premium cost and the employee paying 12% 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 85% of the premium cost and the employee paying 15% 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. (Amended November 2019)

If the 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 City will provide an IRS 125 Plan by which employees may make their contributions on a pretax basis. Participation in the plan will be voluntary. (Amended January 1997).

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

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this agreement - such plan would only become effective if ratified by the Union, approved by the Commission and approved by the City Council. (Amended: July 19, 2004, November 2019)

26A STIPEND GRANDFATHER LANGUAGE:

The City will pay a stipend of \$500.00 (increase effective July 1, 2016) per quarter to any employee who is eligible for health insurance coverage under this 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 and receives health insurance coverage from the City under the spouse's plan will not be eligible for this buyout. 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 School Department. 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. (Added October, 1993)

27. **DENTAL COVERAGE:** 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)
28. **LIABILITY INSURANCE:** Effective as soon as practicable after the City Council approval of this agreement, the City of Portsmouth shall provide at no cost to the employee, insurance coverage in the amount of \$2,000,000 for liability protection for actions arising out of the performance of the employee's duties, including action for False Arrest.
29. **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 for all employees. (Amended November 2019)
30. **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 such leave shall be to attend the funeral and/or memorial service of the deceased relative. Relatives covered are:

Spouse
Mother

Children
Father

Step-Children
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)		Civil Union Partner

The above relatives will apply to both the employee and the employee's spouse. In addition to the above, the Chief of Police may upon written application grant up to three (3) days Emergency Leave if in the Chief's opinion, the circumstances warrant. (Amended: March 04, 1987, October, 1993, July 19, 2004)

31. **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 set forth in the attached Appendix C. The longevity pay will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above. (Amended: July 19, 2004, November 2019)
32. **CLOTHING ALLOWANCE:** The City of Portsmouth will provide the amount \$929.37 to be paid on or about July 1, 2019 or at such time as set by the COMMISSION to each member of the bargaining unit for the purpose of purchasing uniforms and/or clothing worn as part of the uniform. This will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above. The following articles are considered as part of the uniform:

Bars (Service)	Blouse	Boots (ins.)
Cap (summer & winter)	Cape & Cover	Chevrons
Epaulets	Gloves (black)	Gloves (white)
Hat Pieces	Jacket (cruiser)	Raincoat
Scarves	Overshoes	shirt(short & long)
Rain Hat	Rubbers	Ties
Shoes and/or Repairs	Sweater (blue)	Socks (navy/black)
Trousers	Underwear (Ins.)	Knife (pocket/jack)
Vest (traffic safety)	Vest (blue Ins.)	Flashlight
Clothing maintenance/tailoring		

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. In addition to the above, suitable civilian clothing, such as suit coats, trousers, hats, shirts and suits may be purchased.

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 1st and December 31st shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered the employee's clothing allotment for the Fiscal Year. If an employee is hired between January 01st and June 30th, the employee's uniform and equipment will be supplied, however, the employee's allowance shall be one-half (1/2) of the usual amount for the next Fiscal Year. In the event that an employee changes Divisions, an additional \$100.00 clothing allowance will be paid. (Amended November 2019)

33. **MILITARY LEAVE:** Except as note herein, the Department shall follow the City of Portsmouth's Military Leave Policy. (Added October, 1993, July 19, 2004)

34. **EDUCATIONAL INCENTIVE:** 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:

Effective July 1, 2019, all permanent full time employees in the bargaining unit shall be eligible to receive the following advanced degree/incentive payments:

- | | |
|-------------------------|------------------|
| (a) Veteran's Incentive | 1.0% of base pay |
| (b) Bachelor's Degree | 2.0% of base pay |
| (c) MA/MS/PhD/JD | 2.5% of base pay |

Effective July 1, 2020, all permanent full time employees in the bargaining unit shall be eligible to receive the following advanced degree/incentive payments:

- | | |
|-------------------------|------------------|
| (d) Veteran's Incentive | 1.5% of base pay |
| (e) Bachelor's Degree | 2.5% of base pay |
| (f) MA/MS/PhD/JD | 3.0% of base pay |

These advanced degree/incentive payments 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, and the second of which shall be due on the first wage payment date in July for the balance of base earnings through June 30th.

These advanced degree/incentive payments are based upon degrees conferred on or before December 1st of the year prior to payment. In the event of an anticipated change in degree status, in order to allow for proper budgeting, the Employee must provide the Department with written notice of the anticipated change no later than January 31st of the year in which such payment is to begin in order to be eligible for the benefit. A certified copy of the degree shall be placed on file with the Department in order to be eligible for payment. Employees who are honorably discharged from the Armed Forces will receive the Veteran's Incentive, payable in two installments (December and July). Any employee who is eligible for both the Educational Incentive and the Veteran's Incentive will receive only one Incentive, whichever is greater. (Amended: November 2019)

35. **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. If the matter is not resolved with the Deputy Chief, the employee shall notify the Officers of the ASSOCIATION in writing within seven (7) days of noting the grievance and the Officers of the ASSOCIATION shall determine the justification of said grievance. (Amended: July 19, 2004)
- (B) If the Officers feel that a grievance exists, the officer will arrange a meeting within five (5) days from the receipt of the grievance with the Chief of Police or the Chief's designee in an attempt to adjust the grievance informally.
- (C) In the event that the grievance cannot be satisfactorily settled between the Chief of Police and the representatives of the ASSOCIATION within fourteen (14) days of the meeting described in (B), the matter will then be referred to the COMMISSION.
- (D) Within ten (10) days from the referral set forth in (C), the COMMISSION will schedule

a date to hear the grievance as presented by the Chief of Police and the ASSOCIATION. It is understood that the scheduling of the hearing must occur within the ten (10) days, although the actual hearing may take place later. The COMMISSION shall render its decision in writing as soon as possible but not later than fifteen (15) calendar days.

- (E) (Section 1) If the Grievance has not been resolved to the satisfaction of the aggrieved employee, the ASSOCIATION may, by giving notice to the COMMISSION within ten (10) working days after the Association receives the COMMISSION'S written decision, submit the grievance to Arbitration. Such notice shall be addressed in writing to the COMMISSION.

(Section 2) - In the event that the ASSOCIATION elects to proceed to Arbitration, the COMMISSION, or its designee, and the ASSOCIATION 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 ASSOCIATION 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 ASSOCIATION agree that they will individually be responsible for their own costs, preparation and presentation. The COMMISSION and the ASSOCIATION further agree that they shall equally share in the compensation and the expense of the Arbitrator.

(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 detraction from any 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 ASSOCIATION and the COMMISSION and the aggrieved employee who initiated the grievance. (Amended: March 04, 1987)

(Section 7) - The arbitration provisions of this Section shall be subject to the provisions of RSA 542 "Arbitration of Disputes."

36. **SEPARABILITY:** Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in force. In the event that this Agreement should provide more advantageous benefits than those provided in any statutes, the terms of this Agreement shall prevail.
37. **REOPENING OF CONTRACT:** It is hereby agreed by the COMMISSION and the ASSOCIATION 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.
38. **DURATION OF CONTRACT:** The terms of this Agreement shall be in effect, where reasonable, from the date of City Council approval and shall expire June 30, 2023. No cost item

in this agreement shall have retroactive effect unless it is specifically described as such and the cost is disclosed to and approved by the Commission and the City Council. (Amended: March 04, 1987) (Amended: April 3, 1990)(October 1993) (Amended January 1997) (Amended: July 19, 2004)(Amended September 7, 2016)(Amended November 2019)

39. **SCOPE OF AGREEMENT:** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the COMMISSION and the Association, for the life of this Agreement, each, voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or 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 either or both parties at the time that they negotiated or signed this Agreement.

The Waiver or breach of a condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of any, or all of the terms of this Agreement. The COMMISSION and the ASSOCIATION herein agree this document represents the entire Agreement between the Parties and that no other Agreement, understanding or past practice exists, except as specifically enunciated in this Agreement.

40. **NO STRIKE/LOCKOUT:** During the life of this Agreement, neither the ASSOCIATION nor any ASSOCIATION 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 ASSOCIATION 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 ASSOCIATION, 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.

41. **OUTSIDE DETAIL**

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.

Effective April 1, 2020, outside or private work details shall be paid fifty-one (\$51.00) dollars an hour with a guaranteed minimum of four (4) hours. This hourly amount will be adjusted by the same COLA set forth in Section 14 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.

42. 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)

43. 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 designee. 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)

44. MILITARY LEAVE

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

45. PERFORMANCE EVALUATION

The parties will continue to follow the performance evaluation system agreed to by the parties and adopted by the Department.

Dated at Portsmouth, New Hampshire, this 9 day of March 2020.

PORTSMOUTH POLICE
RANKING OFFICERS ASSOCIATION

By: [Signature]
President PPROA

PORTSMOUTH POLICE COMMISSION

By: [Signature]
Joseph Onosko
Chairman, Police Commission

[Signature]
Thomas Closson
City Negotiator

APPENDIX A

MEMORANDUM OF UNDERSTANDING

BETWEEN

**PORTSMOUTH POLICE RANKING OFFICERS' ASSOCIATION (IBPO LOCAL 441),
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION (NEBPA), LOCAL 11**

AND THE

PORTSMOUTH POLICE COMMISSION

REDUCTION IN FORCE (RIF) / RETREAT RIGHTS AGREEMENT

This Memorandum of Understanding (MOU) is between the Portsmouth Police Ranking Officers' Association (IBPO Local 441) the New England Police Benevolent Association (NEBPA), Local 11 and the Portsmouth Police Commission. It is intended to provide guidelines for the retreat of a Portsmouth Police Department Sergeant from the Portsmouth Police Ranking Officers' Association (IBPO Local 441) to the New England Police Benevolent Association, Local 11, in the case of a Reduction in Force (RIF) of ranking officers where no vacancy exists within the ranks of Sergeant or above. All parties signed below agree to the following guidelines:

1. This agreement only applies in the circumstance whereby there is a Reduction in Force in the complement of Ranking Officers at the Portsmouth Police Department and there is no vacant Ranking Officer position to be filled.
2. In said circumstance, the "last in, first out" rule would apply. The seniority structure of the PPROA is based first by rank, then by time at grade. Therefore, the junior Sergeant would be the "first out". If the reduction in force removes more than one position from the complement of Ranking Officers, then this process would continue to the second junior Sergeant, etc.
3. In said circumstance, NEBPA Local 11 agrees to accept said Ranking Officer back into their bargaining unit.
4. Such action would constitute a demotion of the junior Sergeant to the rank of Officer, however the demoted Sergeant would remain at the salary level in effect at the time of his/her demotion for a period of one year or until such time as his/her Officer salary step meets or exceeds the previous salary. All other terms of the Working Agreement between the Portsmouth Police Commission and NEBPA, Local 11 would apply to the demoted Sergeant as if he/she were never promoted.
5. The demoted Sergeant would be placed back into the seniority position based on date of hire, as if he/she was never promoted.
6. The demoted Sergeant would have first rights to accept any Sergeant's position created or vacated for a period of one year from the date of his/her demotion.
7. If the demoted Sergeant is not offered a Sergeant's position within said one year period or at any time refuses to accept an offered Sergeant's position he/she loses/forfeits his/her "right of first refusal" and the Sergeant position shall be filled in accordance with the terms of the Working Agreements then in effect.

This agreement requires approval by the Portsmouth Police Ranking Officers' Association (IBPO Local 441) the New England Police Benevolent Association, Local 11 and the Portsmouth Police Commission.

Signed this 27th day of October, 2002.


Eric Kinsman, Vice President, NEBPA, Local 11


Capt. Tim Brownell, Vice-President, PPROA


Gerald R. Howe, Chairman, Portsmouth Police Commission

APPENDIX B

PORTSMOUTH POLICE DEPARTMENT

JULY 1, 2019 - JUNE 30, 2020

POSITION	SALARY	BI-WEEKLY	HOLIDAY/ DAILY	HOURLY	OVERTIME
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CAPTAIN 7TH	102,115.45	3,927.52	392.75	49.09	73.64
CAPTAIN 6TH	101,104.41	3,888.63	388.86	48.61	72.91
CAPTAIN 5TH	100,103.38	3,850.13	385.01	48.13	72.19
CAPTAIN 4TH	99,112.25	3,812.01	381.20	47.65	71.48
CAPTAIN 3RD	98,130.94	3,774.27	377.43	47.18	70.77
CAPTAIN 2ND	97,159.35	3,736.90	373.69	46.71	70.07
CAPTAIN 1ST	96,197.38	3,699.90	369.99	46.25	69.37

LIEUTENANT 7TH	93,559.02	3,598.42	359.84	44.98	67.47
LIEUTENANT 6TH	92,632.69	3,562.80	356.28	44.53	66.80
LIEUTENANT 5TH	91,715.53	3,527.52	352.75	44.09	66.14
LIEUTENANT 4TH	90,807.45	3,492.59	349.28	43.66	65.49
LIEUTENANT 3RD	89,908.38	3,458.01	345.80	43.23	64.84
LIEUTENANT 2ND	89,018.19	3,423.78	342.38	42.80	64.20
LIEUTENANT 1ST	88,136.83	3,389.88	338.99	42.37	63.56

SERGEANT 7TH	85,719.53	3,296.91	329.69	41.21	61.82
SERGEANT 6TH	84,870.82	3,264.26	326.43	40.80	61.20
SERGEANT 5TH	84,030.51	3,231.94	323.19	40.40	60.60
SERGEANT 4TH	83,198.53	3,199.94	319.99	40.00	60.00
SERGEANT 3RD	82,374.79	3,168.26	316.83	39.60	59.40
SERGEANT 2ND	81,559.20	3,136.89	313.69	39.21	58.82
SERGEANT 1ST	80,751.68	3,105.83	310.58	38.82	58.23

0.01
0.01
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0.01
0.01

APPENDIX C

Ranking Longevity**Years****Longevity Pay**

5	167.09
6	217.21
7	267.32
8	317.43
9	367.55
10	417.66
11	467.78
12	517.89
13	568.01
14	618.12
15	668.23
16	718.35
17	768.46
18	818.58
19	868.69
20	918.81
21	968.92
22	1019.03
23	1069.15
24	1119.26
25	1169.38
26	1219.49
27	1269.60
28	1319.72
29	1369.83
30	1419.95

PORTSMOUTH POLICE DEPARTMENT

JULY 1, 2020 - JUNE 30, 2021

POSITION	SALARY	BI-WEEKLY	HOLIDAY/ DAILY	HOURLY	OVERTIME
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CAPTAIN 7th	\$104,157.76	\$4,006.07	\$400.61	\$50.08	\$75.11
CAPTAIN 6th	\$103,126.49	\$3,966.40	\$396.64	\$49.58	\$74.37
CAPTAIN 5th	\$102,105.45	\$3,927.13	\$392.71	\$49.09	\$73.63
CAPTAIN 4th	\$101,094.50	\$3,888.25	\$388.82	\$48.60	\$72.90
CAPTAIN 3rd	\$100,093.56	\$3,849.75	\$384.98	\$48.12	\$72.18
CAPTAIN 2nd	\$99,102.54	\$3,811.64	\$381.16	\$47.65	\$71.47
CAPTAIN 1st	\$98,121.33	\$3,773.90	\$377.39	\$47.17	\$70.76

LIEUTENANT 7th	\$95,430.20	\$3,670.39	\$367.04	\$45.88	\$68.82
LIEUTENANT 6th	\$94,485.34	\$3,634.05	\$363.41	\$45.43	\$68.14
LIEUTENANT 5th	\$93,549.84	\$3,598.07	\$359.81	\$44.98	\$67.46
LIEUTENANT 4th	\$92,623.60	\$3,562.45	\$356.24	\$44.53	\$66.80
LIEUTENANT 3rd	\$91,706.54	\$3,527.17	\$352.72	\$44.09	\$66.13
LIEUTENANT 2nd	\$90,798.56	\$3,492.25	\$349.23	\$43.65	\$65.48
LIEUTENANT 1st	\$89,899.56	\$3,457.68	\$345.77	\$43.22	\$64.83

SERGEANT 7th	\$87,433.92	\$3,362.84	\$336.28	\$42.04	\$63.05
SERGEANT 6th	\$86,568.24	\$3,329.55	\$332.95	\$41.62	\$62.43
SERGEANT 5th	\$85,711.12	\$3,296.58	\$329.66	\$41.21	\$61.81
SERGEANT 4th	\$84,862.50	\$3,263.94	\$326.39	\$40.80	\$61.20
SERGEANT 3rd	\$84,022.28	\$3,231.63	\$323.16	\$40.40	\$60.59
SERGEANT 2nd	\$83,190.39	\$3,199.63	\$319.96	\$40.00	\$59.99
SERGEANT 1st	\$82,366.71	\$3,167.95	\$316.80	\$39.60	\$59.40

