

WORKING AGREEMENT

Between

THE PORTSMOUTH POLICE COMMISSION

and

THE PORTSMOUTH POLICE

RANKING OFFICERS ASSOCIATION

July 1, 2008 to June 30, 2014

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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, July 19, 2004).

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)

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, Vietnam era veteran status, qualified handicapped status or participation in Union activities or affairs.

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 Portsmouth Police Department and shall remain domiciled within that radius during their term of employment. (Amended: March 04, 1985, March 04, 1987, July 19, 2004)
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 Uniform Division or in Detectives or Youth Services, 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:** Promotions and transfers within the Portsmouth Police Department shall be made under the "Policy for Promotions" promulgated by the Portsmouth Police Commission on February 1, 1981 (amended April 9, 1987) and made an appendix to this agreement. (Amended: March 04, 1987, July 19, 2004)
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 Addendum #1 for 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 June 16, 2010, and each July 1 thereafter 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. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

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

Applicability After Contract Expires: It is clearly understood that in the event that the three 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 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, 2014.

Detectives shall receive the following annual stipends :

To start	\$1700.00 annually
After 1 year	\$1900.00 annually
After 2 years	\$2100.00 annually

Ranking officers serving in the Patrol Division shall be paid an annual shift work differential of \$1000.00 effective July 1, 2005, to be paid \$500.00 in December and \$500.00 in June. (Amended: July 19, 2004). Upon City Council approval, 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.

- 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. An officer who fails to maintain annual certification would be subject to discipline, up to and including termination.

- 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, Bereavement, Military Leave, 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 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) [Only those employees who are on the payroll on the date the City Council gives final approval to a successor agreement shall be entitled to retroactive payment under this section.] 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. (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 or 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 heir 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.

New employees hired into the Department after March 30, 1990 who become members of the ranking officers bargaining unit, shall have sick leave accumulation limited to one hundred and fifty (150) days. (Amended: April 3, 1990)

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 accumulate up to the maximum of one hundred fifty (150) days. (Amended 1997)

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 (1) 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 as soon as possible after City Council approval of the 1995-1998 contract the insurance will be Blue Choice One (1) or equivalent coverage. SAID plan shall include at least a \$2,000,000.00 lifetime maximum coverage.

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)

Effective June 16, 2010 the employee's cost will be twenty percent (20.0%) of the premium and the Commission will pay eighty percent (80.0%).

Within a reasonable time after the approval of this contract by the City Council, 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

June 16, 2010	15.5%
2011-12	15.5%
2012-13	15.5%
2013-14	15.5%

Effective as soon as possible after City Council approval, 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 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)

- 27. **DELTA 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), with a \$750.00 maximum benefit per person per contract year to Delta Dental Plan I for the following coverages:

COVERAGE "A" - 100%
 COVERAGE "B" - 60%
 COVERAGE "C" - 50%

This coverage is effective on October 01, 1981. (Amended: April 09,1984)

26.A and 27.A STIPEND GRANDFATHER LANGUAGE:

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 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)

- 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 \$10,000 on each member of the Police Department. This coverage shall be increased to twenty thousand dollars (\$20,000) effective July 1, 1999. (Amended May 3, 1999). Effective as soon as practicable after the City Council approval of the agreement, this coverage shall increase to forty thousand dollars (\$40,000.00). This insurance also automatically includes Accidental Death Coverage up to \$20,000 per person.
- 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	Children	Step-Children
Mother	Father	Step-Mother
Sister	Brother	Step-Father
Mother-in-law	Father-in-law	Grandchildren
Aunts	Uncles	Nieces
Nephews	Sister-in-law	Brother-in-law
Grandparents (maternal & paternal)		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 as follows: after five (5) years - \$100.00, and an additional \$30.00 per year for every additional year of service thereafter. Longevity pay will increase by 8.4% effective July 1, 2004. Effective July 1, 2005, the longevity pay will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above. (Amended: July 19, 2004) Upon City Council approval, this will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above.
- 32. **CLOTHING ALLOWANCE:** The City of Portsmouth will provide the amount Seven Hundred Three Dollars and Fifteen Cents (703.15) to be paid on or about July 1, 2005 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. Upon City Council approval, 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 01st 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 of a change in duty from Line Officer to the Detective Division and Youth Services Division or from the Detective Division and Youth Services Division to Line Duty, an additional \$100.00 Clothing Allowance will be paid. (Amended: March 04, 1987) (Amended: April 3, 1990)(Amended October 1993) (Amended: July 19, 2004)

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:** Effective July 1, 2012, Permanent full time employees of the Police Department shall be eligible to receive, in addition to his/her annual salary, advanced degree pay for the following degrees from accredited colleges:
 - (a) Associate's Degree \$ 500.00
 - (b) Bachelor's Degree \$1,000.00
 - (c) MA/MS/PhD/JD \$1,500.00

The Advanced degree pay agreement was entered into in an effort to recognize those officers with a higher degree of education who should offer and provide better quality and more productive service to the City.

Educational benefits for employees with advance degrees are non-cumulative and shall be paid in two (2) equal installments, the first of which shall be due on the first wage payment date during the month of December in each year of this contract, and the second of which shall be due on the first wage payment date in June during each year of this contract.

Advanced degree payments are based upon degrees conferred prior to July 1 of the previous year. A certified copy of the degree shall be placed on file with the

Department in order to be eligible for payment.

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.¹ 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 deduction from any provision of this Agreement. The Arbitrator may or may not, make his/her award

¹ It is understood that the scheduling of the hearing must occur within the ten (10) days, although the actual hearing may take place later.

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, 2014. 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)
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.

Dated at Portsmouth, New Hampshire, this _____ day of _____ 2010.

PORTSMOUTH POLICE
RANKING OFFICERS ASSOCIATION

PORTSMOUTH POLICE COMMISSION

By: _____
President PPROA

By: _____
Gerald Howe
Chairman

Vice President PPROA
Negotiating Committee Member

John Russo
Commissioner

Negotiating Committee Member
PPROA

John Golumb
Commissioner

Negotiating Committee Member
PPROA

David Ferland
Chief of Police

Sean McArdle
Chief of Police

Stephen Dubois

NEBPA

Deputy

Thomas Flygare
City Negotiator

PORTSMOUTH POLICE DEPARTMENT
SALARY SCALE -- FISCAL YEAR 2008
JULY 1, 2007 - JUNE 30, 2008

POSITION SALARY BI-WEEKLY HOLIDAY/DAILY HOURLY OVERTIME

CAPTAIN 4TH	75,199.16	2,892.28	289.23	36.15	54.23
CAPTAIN 3RD	74,454.61	2,863.64	286.36	35.80	53.69
CAPTAIN 2ND	73,717.43	2,835.29	283.53	35.44	53.16
CAPTAIN 1ST	72,987.57	2,807.21	280.72	35.09	52.64
CAPTAIN BASE	72,264.90	2,779.42	277.94	34.74	52.11

LIEUTENANT 4TH	70,279.59	2,703.06	270.31	33.79	50.68
LIEUTENANT 3RD	69,583.74	2,676.30	267.63	33.45	50.18
LIEUTENANT 2ND	68,894.80	2,649.80	264.98	33.12	49.68
LIEUTENANT 1ST	68,212.67	2,623.56	262.36	32.79	49.19
LIEUTENANT BASE	67,537.30	2,597.59	259.76	32.47	48.70

SERGEANT 4TH	65,681.85	2,526.22	252.62	31.58	47.37
SERGEANT 3RD	65,031.54	2,501.21	250.12	31.27	46.90
SERGEANT 2ND	64,387.65	2,476.45	247.64	30.96	46.43
SERGEANT 1ST	63,750.16	2,451.93	245.19	30.65	45.97
SERGEANT BASE	63,118.97	2,427.65	242.77	30.35	45.52

PORTSMOUTH POLICE DEPARTMENT
SALARY SCALE -- FISCAL YEAR 2008
JUNE 16, 2010 - JUNE 30, 2010

POSITION SALARY 3I-WEEKLY HOLIDAY/DAILY HOURLY OVERTIME

CAPTAIN 4TH	77,440.09	2,978.47	297.85	37.23	55.85
CAPTAIN 3RD	76,673.35	2,948.98	294.90	36.86	55.29
CAPTAIN 2ND	75,914.21	2,919.78	291.98	36.50	54.75
CAPTAIN 1ST	75,162.60	2,890.87	289.09	36.14	54.20
CAPTAIN BASE	74,418.39	2,862.25	286.22	35.78	53.67

LIEUTENANT 4TH	72,373.92	2,783.61	278.36	34.80	52.19
LIEUTENANT 3RD	71,657.34	2,756.05	275.61	34.45	51.68
LIEUTENANT 2ND	70,947.86	2,728.76	272.88	34.11	51.16
LIEUTENANT 1ST	70,245.41	2,701.75	270.17	33.77	50.66
LIEUTENANT BA	69,549.91	2,675.00	267.50	33.44	50.16

SERGEANT 4TH	67,639.16	2,601.51	260.15	32.52	48.78
SERGEANT 3RD	66,969.48	2,575.75	257.57	32.20	48.30
SERGEANT 2ND	66,306.41	2,550.25	255.02	31.88	47.82
SERGEANT 1ST	65,649.91	2,525.00	252.50	31.56	47.34
SERGEANT BAS	64,999.91	2,500.00	250.00	31.25	46.87

PORTSMOUTH POLICE DEPARTMENT
SALARY SCALE -- FISCAL YEAR 2008
JULY 1, 2010 - JUNE 30, 2011

POSITION SALARY 3I-WEEKLY HOLIDAY/DAILY HOURLY OVERTIME

CAPTAIN 4TH	79,623.90	3,062.46	306.25	38.28	57.42
CAPTAIN 3RD	78,835.54	3,032.14	303.21	37.90	56.85
CAPTAIN 2ND	78,054.99	3,002.11	300.21	37.53	56.29
CAPTAIN 1ST	77,282.18	2,972.39	297.24	37.15	55.73
CAPTAIN BASE	76,516.99	2,942.96	294.30	36.79	55.18

LIEUTENANT 4TH	74,414.86	2,862.11	286.21	35.78	53.66
LIEUTENANT 3RD	73,678.08	2,833.77	283.38	35.42	53.13
LIEUTENANT 2ND	72,948.59	2,805.72	280.57	35.07	52.61
LIEUTENANT 1ST	72,226.33	2,777.94	277.79	34.72	52.09
LIEUTENANT BASE	71,511.22	2,750.43	275.04	34.38	51.57

SERGEANT 4TH	69,546.59	2,674.87	267.49	33.44	50.15
SERGEANT 3RD	68,858.02	2,648.39	264.84	33.10	49.66
SERGEANT 2ND	68,176.25	2,622.16	262.22	32.78	49.17
SERGEANT 1ST	67,501.24	2,596.20	259.62	32.45	48.68
SERGEANT BASE	66,832.91	2,570.50	257.05	32.13	48.20