

WORKING AGREEMENT

BETWEEN

**CITY OF PORTSMOUTH, NEW HAMPSHIRE
(The Portsmouth Board of Police Commissioners)**

AND

**PORTSMOUTH POLICE CIVILIAN EMPLOYEES ASSOCIATION,
NEPBA LOCAL #111**

July 1, 2023 through June 30, 2027

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Article 1
RECOGNITION

The City of Portsmouth, New Hampshire and the Portsmouth Police Commission (hereinafter referred to as the "City" or the "Commission") recognize the Portsmouth Police Civilian Employees Association, NEPBA Local #111 (hereinafter referred to as the "Union") as the sole and exclusive bargaining agent for all regular full-time and regular part-time positions in the Portsmouth Police Department (hereinafter referred to as the "Department") identified in Article 5 below. Nothing in this Agreement shall deprive or limit any member of the Department or of the Union in the exercise of any rights, powers and liberties granted them by the laws of the State of New Hampshire or of the United States of America. Nothing in this Agreement shall prevent the Department from assigning Patrol Officers on light duty as call takers in the Dispatch Center provided that this not be used to replace or supplant Dispatchers or reduce Dispatch overtime.

Article 2
MANAGEMENT RIGHTS

- A. The Union recognizes the prerogative of management to operate and manage its affairs in all respects in accordance with existing laws and regulations of the appropriate authorities including municipal personnel policies and work rules. Examples of the authority which is retained by management includes but is not limited to authority over:
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 to continue public control of government;
 4. Budgetary considerations; and
 5. Departmental and managerial policies, including disciplinary rules.
- B. Except as expressly or indirectly modified by clear language and a specific provision of this Agreement, the Commission retains exclusively to itself all rights that it has or may hereafter be granted by law and shall exercise those rights without such exercise being subject to grievance or arbitration or negotiation concerning the effects of changes that are within management prerogative.

Article 3
EMPLOYEE RIGHTS

- A. The Commission and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment to discourage or encourage membership in the Union, or to discriminate against any employee because they have given testimony, or taken part in a grievance procedure, or proceedings of the Union.
- B. No permanent employee shall be disciplined except for just cause, and any major disciplinary actions (i.e., written warning, suspension, or dismissal) taken against any member of the Department covered by this Agreement will be subject to the grievance procedure.

- C. Employees will be allowed to have their paychecks deposited into their bank accounts via direct deposit.
- D. Union Executive Board members will be allowed an aggregate total of forty (40) hours to attend Union related activities such as training, seminars, conventions, and quarterly meetings on Department time at no loss of pay or benefits. The Chief will have discretion to permit additional leave for this purpose.

Article 4
FAIR PRACTICES

The Commission, the Department, and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, creed, color, national origin, sex, sexual orientation, age, marital status, qualified disability, veteran status, participation in Union activities and affairs, or any other status or characteristic protected by Federal, State or Local law or ordinance.

Article 5
UNIT COMPOSITION

- A. The Commission recognizes that the Union represents regular full-time and regular part-time employees in the following positions in the Department:

- Lead Dispatcher
- Dispatcher
- Animal Control Officer
- Accounting Assistant
- Evidence Technician
- IT Administrator
- Office Manager
- Crime Analyst
- Auto Attendant
- Social Worker

The following positions are specifically excluded from the bargaining unit:

- Executive Assistant to the Chief of Police
- IT Manager
- Communications Manager/Supervisor
- Accreditation Manager
- Operations Manager
- Business Office Assistant
- Victim Witness Advocate

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

Article 6
PROBATIONARY PERIOD

- A. All new employees shall serve a probationary period of one (1) year and during this period shall be classified as probationary employees. This period supplements the formal examination, etc., and it is the final determination of whether a person should be given permanent status. The Chief of Police (hereinafter referred to as the "Chief") may extend an employee's probationary period by a maximum of three (3) additional months if in their opinion it is necessary.
- B. Probationary employees shall receive benefits in accordance with past practice.
- C. Probationary employees are considered employees at will and may be terminated with or without cause at any point in the probationary period. Probationary employees may not contest termination through the grievance procedure of this Agreement nor through the New Hampshire Public Employee Labor Relations Board on the ground of breach of contract, although other statutory challenges to termination remain available to the probationary employee.
- D. Any employee rehired by the Department within eighteen (18) months of voluntary separation may be restored to their prior level of seniority in the Department, not to include the time separated from employment.

Article 7
DUES CHECK OFF

- A. Upon receipt of a written authorization card signed by the employee and approved by the Union, the City agrees to deduct from each employee's wages a sum for Union dues to be collected from the first paycheck of each month. The Union agrees to hold the City harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Article.
- B. Any employee who meets the Unit Composition requirement above, and has successfully completed the probationary period, shall be eligible to join the Union.

Article 8
SENIORITY

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

- Retirement;
- Discharge for just cause;
- Resignation (except as provided in Article 6D above);
- Lay off for two (2) years;
- Absence due to illness or accident for more than twelve (12) months; and
- Failure to return from lay off within fourteen (14) calendar days of notification that a permanent full-time job is available.

Article 9
LAY-OFF AND RECALL

- A. In the event of lay-off, employees shall be laid off in the order of their seniority (date of hire) in their respective classification, that is, those with the lowest seniority will be the first employees laid off. It is understood that an employee retained must be qualified to perform the available work. The Department agrees to provide the Union thirty (30) days notice of any layoff.
- B. In the event of a specific job elimination, the person whose job is eliminated shall have the right to bump the least senior person in their job classification so long as they are qualified to perform the job. The person so bumped shall then have the right to bump the least senior person in the lowest classification in the Department so long as the bumping person has seniority.
- C. When employees are recalled, they shall be recalled in the reverse order of lay-off in their classification. Recall rights shall continue for two years and if the employee is not recalled by then, the employee will lose seniority. If a person who is on lay-off is offered recall and fails to accept and return within two (2) weeks of receipt of written notification, the person shall lose all recall rights and seniority.

Article 10
JOB POSTING

- A. When a vacancy is created by the establishment of a new position, retirement, or the termination of a current employee, the Chief shall have the right to fill the position on a temporary basis. As soon as the Department decides to fill the position, the Department shall post a notice indicating the position, its rate of pay, the qualifications required and the normal working hours for the position, which shall be subject to change at the discretion of the Chief.
- B. The job posting shall be left on the bulletin board for five (5) days and all employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Department's right to seek applicants for the position from outside the Department. If the Department is going to seek outside applicants, it shall note on the posting and shall note the date on which the receipt of applications will close.
- C. After the closing date for applications or after the posting period of five (5) days, whichever is appropriate, the Chief or designee shall review the qualifications of the employees who have signed the posting and of the applicants, if appropriate. Among those qualified to perform the job, the Chief or designee shall interview at least the top three (3) prospects and make a decision based on qualifications, and in the case of Departmental employees, some consideration shall be given to length of service as well as quality of performance while they have been with the Department.
- D. Within ten (10) days of completing the interview process referred to above, the Chief shall post the choice of person to fill the position.

Article 11
OVERTIME

- A. The opportunity to earn overtime pay will be offered on a rotating basis within the job classification. Opportunities to earn overtime pay will be distributed as equitably as possible with the understanding that employees who turn down overtime will lose any right to dispute the equitableness of the overtime distribution.
- B. If all qualified employees within a job classification in which overtime exists should turn down the overtime, it is agreed by the parties that the least senior employee available in the job classification who is qualified to perform the work can be required to perform the overtime. Employees shall receive time and one half for all hours worked over forty (40) hours in a week. Overtime pay for hours worked over eight (8) in a day will also be available for the IT Administrator, Dispatchers, and Lead Dispatchers. If a Dispatcher is ordered to work more than sixteen (16) consecutive hours or if a Dispatcher is ordered to work on the Dispatcher's regularly scheduled day off, the Dispatcher will be paid at a rate of two (2) times their regular hourly rate of pay for those hours worked either in excess of sixteen (16) consecutive hours, or on the Dispatcher's regularly scheduled day off
- C. It is understood by the parties that this Article shall not be deemed to prohibit or limit the use of temporary personnel when the Chief determines that it is necessary.
- D. Hours taken as sick leave will not be counted as hours worked for the purpose of calculating overtime. Personal days will count toward hours worked for the purpose of calculating overtime, provided that the contractually required advance notice is provided by the employee and all other contractual requirements are met.
- E. An employee who performs two (2) or more different kinds of work under this Agreement, for which different straight time hourly rates are established in this Agreement, may agree with the Chief or designee in advance of the performance of the work, that the member will be paid during overtime hours at a rate not less than one and one-half times the hourly non-overtime rate established for the type of work the member is performing during such overtime hours.

Article 12
CALL-IN TIME

- A. When employees are called in to work outside of their regularly scheduled working hours, they will be paid a minimum of two (2) hours at time and one half their regular hourly rate of pay, except in instances where the employee is coming in to perform authorized overtime in accordance with his/her own schedule, in which case the employee will be paid only for hours worked.
- B. When employees are called at home for work and are not required to report to work, if the phone call lasts more than fifteen (15) minutes, the employee will receive a minimum of one (1) hour of pay.

Article 13
DISCIPLINARY PROCEDURE

- A. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.
- B. All suspensions and discharges must be stated in writing with reasons stated and a copy given to the employee and a courtesy copy will be provided to the Union president with the name of the grievant redacted.
- C. Disciplinary action shall normally follow this order:
 - 1. Verbal warning;
 - 2. Written warning;
 - 3. Suspension, without pay (one day minimum, fifteen days maximum); and
 - 4. Discharge for just cause.
- D. An employee may be suspended or discharged for the following reasons:
 - 1. Incompetency or inefficiency;
 - 2. Insubordination;
 - 3. Intoxication while on duty;
 - 4. Conviction of a felony;
 - 5. Unauthorized absence from duty; and/or
 - 6. Other serious or continued violations of Departmental rules, regulations, or policies.
- E. No employee shall be disciplined, suspended, or discharged without just cause.
- F. All employees shall have the right to review their personnel records upon 24 hours' notice to the Office of the Chief. An employees shall also have the right to copy their personnel records at the employee's own expense.
- G. Cause for immediate discharge without prior discipline shall be:
 - 1. Insubordination;
 - 2. Intoxication on duty;
 - 3. Using, selling or being in possession of illegal drugs or drug paraphernalia while on duty or being under the influence of illegal drugs while on duty;
 - 4. Fighting;
 - 5. Absence for three days without calling the department;
 - 6. Stealing;
 - 7. Commission of a felony;
 - 8. Dishonesty; and/or
 - 9. Other serious offenses justifying discharge.
- H. It is understood that nothing in this Article shall prohibit or limit the Department in fashioning appropriate disciplinary action, including the use of the method of suspension pending investigation when it is appropriate. Furthermore, by execution of this

Agreement, the Union and its members agree to be bound by the rules, regulations and standard operating procedures existing in the Department as of the date this agreement is signed, with the understanding that management has retained the right to adopt new rules or modify existing rules and operating procedures based on appropriate notice to the employees and the Union.

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

Article 14
LEAVE OF ABSENCE

- A. Written leaves of absence without pay may be granted by the Chief for a period not to exceed six (6) months.
- B. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.
- C. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.

Article 15
BEREAVEMENT LEAVE

- A. In the event of the death of one of the following relatives, the employee shall be entitled to leave without loss of pay for three (3) consecutive calendar days, which shall include regularly scheduled days off. Relatives covered are: current spouse or civil union partner, children, adopted children, step-children, parent, parent by adoption, brother, sister, step-parents, step-siblings, mother-in-law, father-in-law, grandchildren, grandparents (maternal & paternal), aunts, uncles, nieces, nephews, sister-in-law, and brother-in-law. The above relatives will apply to both the employee and his/her current spouse.
- B. The allowable leave must commence within twenty-four (24) hours of the relative's funeral.
- C. The Chief may grant an extension of Emergency Leave if in his/her opinion the circumstances warrant and on application by the employee.

Article 16
PERSONAL DAYS

All regular full-time employees who have completed their probationary period shall be entitled to take four (4) personal days per contract year. New employees may take up to two (2) personal days after completing six (6) months of service. Personal days may be taken in full, half, or quarter-day increments, or in one (1) hour increments. These shall be granted only with at least forty-eight (48) hours' notice and approval by the Supervisor. Emergency circumstances may preclude forty-eight (48) hours notice.

Article 17
HOLIDAYS

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

New Years Day
Dr. Martin Luther King, Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day -- Friday after Thanksgiving Day
One-Half Day on December 24
Christmas Day
Monday immediately preceeding Christmas Day if Christmas Day is on a Tuesday
Friday immediately following Christmas Day if Christmas Day is on a Thursday

- B. If a permanent full-time employee is required to work on a holiday, the employee will be paid for the hours worked on the holiday in addition to his/her holiday pay (except as set forth in last paragraph of this Article pertaining to Dispatchers).
- C. When a holiday falls on a Saturday, the preceding day shall be considered the holiday; when a holiday falls on a Sunday, the following Monday shall be considered the holiday.
- D. Dispatchers shall not receive extra compensation of any kind for any holiday as part of the four and two schedule working agreement. By the same agreement, they also are not entitled to the day off. If a Dispatcher works a holiday as part of their work week, they will be compensated at straight time at their respective pay rate just as for any other workday.

Article 18
MILITARY LEAVE

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

Article 19
JURY DUTY AND WITNESS DUTY PAY

If employees are required by the Department to attend court during their off-duty hours or are subpoenaed to appear in court during off-duty hours due to work-related duties, they shall be paid a minimum of three (3) hours at time and one-half their regular hourly rate of pay, but shall also then remit to the Department all witness fees paid to them for attending court. This Article

shall not apply to situations where a shift is extended (either before or after the regular shift) for a court appearance, nor shall it apply to any grievance proceeding (unless the employee is called to testify by management).

Article 20
EMPLOYEE INDEMNIFICATION

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

Article 21
EDUCATIONAL EXPENSES

- A. The following education reimbursement policy will apply to members of the bargaining unit covered by this policy.
- B. The Commission agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards: payment of fifty percent (50%) of the cost of such courses, but not to exceed five hundred dollars (\$500.00) per course or one thousand dollars (\$1,000.00) per employee per college semester. Approval of courses will depend on available funding. Said reimbursement decision will be made on a first come first serve basis and paid to the employee only after presentation of a certificate of satisfactory completion of the course. Employees who leave the City within six (6) months from the date of completion of the course will be responsible to reimburse the City for said course.
- C. Courses must be approved in advance by the Chief as meeting the requirement that the course is related to the employee's job or is part of a career development program.
- D. Not more than two thousand dollars (\$2,000.00) will be paid to any employee in any calendar year for course reimbursement.
- E. Approval for courses will be based on relevancy of the course, number of employees applying, and funds available.
- F. If a course is paid for in whole or in part through Federal or State Programs, then the Department will not reimburse for such a course, it being the intent of this Article to eliminate double payment for any course.
- G. The Department shall pay for required certification or minimum education required by the Federal, State, Local or City governments.
- H. Education expenses shall include, but not be limited to the following: tuition, registration, books, supplies, course material.

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

Article 22
MILEAGE

- A. Employees required or requested to use their personal vehicles in the course of their duty for Department business shall be reimbursed at the current mileage reimbursement rate used by the Department to compensate its members for training purposes.
- B. This reimbursement rate shall increase based on the justifiable mileage rate as determined by the IRS.

Article 23
SUBCONTRACTING

- A. The Commission and the Union agree that in any subcontracting proposal where the Commission anticipates eliminating the jobs of any member of the Union, the Commission shall give notice to the Union in anticipation of such action.
- B. Any bargaining unit employee whose job is eliminated because of subcontracting shall be given due consideration for transfer to any vacancies which exist.

Article 24
FAMILY AND MEDICAL LEAVE

All eligible employees will be covered by the City's Family and Medical Leave Act (FMLA) policy. Employees using FMLA leave to cover maternity/paternity will not be permitted to use FMLA leave on an intermittent basis without permission from the Chief or designee. Employees who use paid sick leave in conjunction with FMLA leave will not be permitted to work any Department overtime or outside work details. Employees who use paid vacation leave in conjunction with FMLA leave will not be permitted to work any Department overtime but will be permitted to work outside work details.

Article 25
PAID PARENTAL LEAVE

Upon application by the employee and approval by the Chief, paid parental leave will be granted to permanent, full-time employees covered by this Agreement who have been employed in the Department for at least one (1) year before the date of application. Paid parental leave will be available for the birth of a child or for the adoption of a child. Employees will be eligible for up to six (6) weeks of paid parental leave. In the case of paid parental leave for maternity purposes, paid parental leave will commence on the date recommended by the employee's medical professional. In the case of paid parental leave for paternity purposes, paid parental leave will commence on the date requested by the employee, provided that such paid parental leave must be used within twelve (12) months of the birth of the child, or, in the case of adoption, within twelve (12) months of the date of the placement of the child. Paid parental leave may not be used on an intermittent basis. Paid parental leave will run concurrently with any available leave

under the Family and Medical Leave Act. While on paid parental leave, all benefits as contractually agreed, including seniority, will continue. While utilizing paid parental leave, employees will be allowed to attend training, but will not be permitted to work any paid outside work details. An employee taking paid parental leave will notify the Chief at least one (1) month prior to returning to work. (Amended: October 2023)

Article 26 VACATION

- A. All bargaining unit members completing one (1) full year of service shall be entitled to ten (10) working days paid vacation per year and shall earn an additional day per year from the completion of his/her second (2nd) year of service to the completion of his/her eleventh (11th) year of service, at which time the employee shall have earned a total of twenty (20) annual vacation days. Upon completing the employee's twelfth (12th) year of service, he/she shall earn a bonus day, thus earning two (2) extra days for the twelfth (12th) year of service, and will continue to earn as before, one (1) day per year to the completion of the employee's twentieth (20th) year of service, at which time he/she will have earned thirty (30) days annual paid vacation. Each member may accumulate no more than fifty (50) days annual leave, which may be accumulated from year-to-year by saving a maximum of one-third (1/3) total leave earned by that member for that year.
- B. Vacations will be posted semi-annually (specifically June 1st and December 1st) and will be selected by seniority. No employee may choose more than two (2) weeks on the first run through the list. The Department shall decide how many employees from any job classification or category can be on vacation at one time, as well as the number of employees in the bargaining unit that can take vacation at one time. The vacation schedule will be completed within a 30-day period. Employees may choose vacation that is not yet accrued provided that the vacation will be accrued prior to the beginning of the leave.

Article 27 SICK LEAVE

Employees shall accumulate sick leave without loss of pay at the rate of fifteen (15) days per year, or one and one quarter (1 1/4) days per month. Whenever an employee is absent from duty due to illness or sickness, not job related, the employee shall be paid their regular rate of pay within the limits of their accumulated sick leave.

Article 28 HEALTH AND DENTAL INSURANCE

- A. The City will offer bargaining unit members health insurance coverage (either single person coverage, two-person coverage, or family coverage) under the AccessBlue 20 plan with a \$10/\$20/\$45 prescription plan. Effective July 1, 2023, the City will pay 85% of the premium cost and the Employee will pay 15% of the premium cost. Effective July 1, 2024, the City will pay 84% of the premium cost, and the Employee will pay 16% of the premium cost. Effective July 1, 2025, the City will pay 83% of the premium cost, and the Employee will pay 17% of the premium cost. Effective July 1, 2026, the City will

pay 82% of the premium cost, and the Employee will pay 18% of the premium cost.

The City will also offer bargain unit members the option of health insurance coverage (either single person coverage, two-person coverage, or family coverage) under the AccessBlue 15 plan with a \$10/\$20/\$45 prescription plan. Effective July 1, 2023, the City will pay 90% of the premium cost and the Employee will pay 10% of the premium cost for this option. Effective July 1, 2024, the City will pay 89% of the premium cost, and the Employee will pay 11% of the premium cost for this option. Effective July 1, 2025, the City will pay 88% of the premium cost, and the Employee will pay 12% of the premium cost for this option. Effective July 1, 2026 the City will pay 87% of the premium cost, and the Employee will pay 13% of the premium cost for this option.

The employer may provide equal and comparable coverage to the above-mentioned plans. Employees shall be offered the opportunity to pay their portion of the premium with pre-tax dollars under an IRS 125 Plan.

The Union agrees to participate in any City-wide committee convened to explore health insurance options.

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

The City will pay a stipend of \$500.00 per quarter 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 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. (*Amended: October 1993*)

- B. The City agrees to pay such sums as are necessary each month for each permanent and probationary employee who is a member of the bargaining unit (including their dependents) to maintain Dental coverage under HealthTrust's Plan 3F with a \$1,500 plan year maximum benefit.

Article 29 LIFE INSURANCE

The City shall provide each member of the bargaining unit, at no cost, life insurance coverage of no less than one (1) times the employee's base salary.

Article 30
REGULAR PART-TIME EMPLOYEE BENEFITS

- A. Regular part-time employees are defined as those employees with a regular work schedule of thirty (30) hours or less per week where the job is not a temporary position. Employees regularly scheduled to work more than thirty (30) hours per week shall be entitled to full-time benefits.
- B. Regular part-time employees shall not be eligible for paid benefits unless specifically set forth below:
1. Regular part-time employees shall accumulate and be paid for Longevity, Sick Leave and Vacation as set forth in this Agreement, based on the following pro-rata formula:
 - Number of employee's regularly scheduled hour per week divided by forty (40), then multiplied by the appropriate benefit level.
 2. Regular part-time employees shall receive one (1) Personal Day, eight (8) hours, per year after completing one (1) year of service.
 3. Regular part-time employees shall be paid Holiday Pay on a pro-rata basis based on their regular scheduled hours of work for those Holidays listed in this Agreement.
 4. Regular part-time employees shall receive Educational Expenses as set forth in the Agreement only with prior approval of the Chief.
 5. Mileage reimbursement shall be the same for regular part-time employees as regular full-time employees.
 6. Regular part-time employees shall be enrolled in the State's Retirement Plan if eligible under State Statutes.
 7. Regular part-time employees shall accrue seniority, be entitled to sign up for job postings, and have the same probationary periods as regular full-time employees. They shall otherwise be entitled to the non-cost benefits of this agreement specifically including the parental leave section.

Article 31
SALARY SCHEDULES, COLAS, AND SHIFT DIFFERENTIALS

Effective July 1, 2023, bargaining unit members will be placed on, and will be paid in accordance with, the appropriate salary schedule in Appendix I.

The Chief will have the discretion to place new hires on the appropriate salary schedule at the Step that corresponds to the new hire's prior experience.

Bargaining unit members will advance one (1) Step on the salary schedule on July 1, 2024, and will thereafter advance one (1) Step on each subsequent July 1st if an additional Step is available.

On July 1, 2024, July 1, 2025, and July 1, 2026, the salary schedules in Appendix 1 will be increased by a COLA based on the rolling 10-year average of the CPI-U for Boston-Cambridge-Newton, MA-NH, of no less than 2.0% and no more than 5.0%. The COLA percentage shall be determined by the rolling ten (10) year average of 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 for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS. If the rolling ten (10) year average CPI-U for the Boston-Cambridge-Newton, MA-NH all items index (November to November) is 1.5%, the applicable COLA adjustment on the following July 1 would be 2%; if it is 3.5%, the applicable COLA adjustment would be 3.5%; if it is 5.5%, the applicable COLA adjustment would be 5.0%.

Effective July 1, 2023, Dispatchers will receive a shift differential of \$1.07/hour for hours actually worked during the evening shift and \$2.13/hour for hours actually worked during the midnight shift.

Applicability After Contract Expires: It is clearly understood that if this four (4) year Agreement expires without a successor Agreement being settled prior to July 1, 2027 that no further COLA after July 1, 2026 will be generated under the Agreement even though the Agreement may have an evergreen clause. It is further agreed that continuation of COLA is not to be deemed "status quo" as the term has been used by the NH PELRB if a successor agreement has not been settled by July 1, 2027.

Article 32 TRAINING PAY

Bargaining unit members assigned to train new employees shall receive of one (1) hour of additional compensation paid at their overtime rate of pay for every eight (8) hours of training that they complete.

Article 33 WORKMAN'S COMPENSATION INSURANCE

- A. The Department shall provide, at no cost to the employee, Workman's Compensation Insurance for each member of the Department.
- B. Supplemental Workman's Compensation pay shall be provided to supplement the Workman's Compensation Insurance so that employees shall receive full pay for a period not to exceed twenty-six (26) weeks for any compensable injury.

Article 34
RETENTION PAY

Any regular full-time employee having completed five (5) consecutive years of service in the Department will receive annual retention pay in the amount of \$500.00. Thereafter, the amount of annual retention pay will be increased by an additional \$100.00 for each additional consecutive year of service in the Portsmouth Police Department.

Article 35
CLOTHING ALLOWANCE

- A. Effective July 1, 2023, the City will provide a clothing allowance of seven hundred forty-five dollars and eighty-nine cents (\$745.89) to each Dispatcher and the Animal Control Officer. This clothing allowance will be used to maintain the employer-issued uniform in good repair. Said amount(s) will be paid on or about July 1st of each fiscal year, or at such time set by the Commission. On July 1, 2024, July 1, 2025, and July 1, 2026 this clothing allowance will be increased by the COLA calculated according to Article 30 above.
- B. The Dispatch uniform will be set by the Department SOP. It is understood that if the Commission decides to make uniforms optional for Dispatchers, that no clothing allowance will be required under this Article.
- C. In addition to the previous list, any article of clothing required to be worn as part of the uniform will be allowed to be purchased.
- D. The City will repair any article of clothing at no cost to the employee or replace articles of clothing at a depreciated value, based upon the age and wear of articles at the time of damage resulting from any enforcement action or legitimate police activity. Any equipment torn or otherwise damaged under like circumstances will be repaired or replaced as required at no cost to the employee.
- E. All new employees hired between July 1 and December 31, shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered his/her clothing allotment for the fiscal year. If an employee is hired between January 1 and June 30, his/her uniform and equipment will be supplied; however, his/her allowance shall be one-half of the usual amount for the next fiscal year.

Article 36
NO STRIKE/LOCKOUT

During the life of this Agreement, neither the Union nor any Union Officer, Representative or employee shall engage in, induce, or encourage any strike (whether sympathetic, general or any other kind), walk-out, work stoppage, sit-down, slow-down, withholding of services, or any other interference with the operations of the Department. The Commission agrees not to conduct a lock-out. The Union and its Officers shall not be considered to have violated this Article if they have used all reasonable efforts to prevent or cause to cease the activities prohibited by this Article. In the event of a violation of this Article, either the Commission or the Union 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. It is understood that any employee violating this Article shall be subject to immediate discharge. It is further understood that should the Commission discipline an employee for violating this Article and should the employee grieve the discipline, that the only issue to be considered by the Arbitrator is whether the employee's actions were in violation of this Article. The Arbitrator shall have no authority to consider the severity of the discipline given by the Commission, but if he/she rules that there has not been a violation of this Article, any employee discharged or disciplined under this Article shall be returned to work with full back pay.

Article 37
SEPARABILITY CLAUSE

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

Article 38
STEWARD

- A. The Department agrees to recognize one Steward and one Alternate Steward, to cover in his/her absence. If a situation should arise which threatens to disrupt the workplace when the Steward is on duty, the employer will attempt to release the Steward as soon as practical to investigate the matter without loss of pay. If a settlement cannot be reached, the Steward shall report it by telephone to the Union. If the issue still cannot be settled, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.
- B. It is understood that time spent in grievance processing or investigation which is done by a Union Steward or member when he or she is not working a regular shift, will not be paid for.

Article 39
COMPLETE AGREEMENT AND WAIVER CLAUSE

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen negotiations with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen negotiations on any subject at any time.

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

Article 40
GRIEVANCE PROCEDURE

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

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

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

Step 3: If the grievance cannot be satisfactorily settled between the Chief and the representatives of the Union, the matter will be referred to the Commission. The Commission shall hold a hearing at its earliest convenience and shall respond to the grievance in writing within ten (10) days of the hearing. Grievance meetings with the Chief and/or the Commission shall be held at mutually satisfactory times. No more than two (2) employees, including the grievant, shall attend such hearings. Employees in attendance at such hearings shall suffer no loss of pay.

Step 4:

(a) If the grievance has not been resolved to the satisfaction of the aggrieved employee after receiving the Commission's response, the Union may, by giving written notice to the Commission within ten (10) working days after receiving the Commission's response referred to in Step 3, submit the grievance to Arbitration. Such notice shall be addressed in writing to the Chief as the representative of the Commission.

(b) If the Union elects to proceed to Arbitration, the Commission, or its designee, and the Union will endeavor to agree upon a mutually acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the grievance shall be referred to the American Arbitration Association by the Union

no later than twenty (20) days after the receipt of the notice of submission to Arbitration, Section 1. In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor arbitration. The parties by mutual agreement may utilize the services of the New Hampshire Arbitration Council in lieu of the above procedure. Once Arbitration has been requested, the parties agree that if the Union so requests a clarification meeting will be held with the Chief and the Business Agent to investigate one more time any avenues of settlement.

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

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

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

(f) The Arbitrator shall furnish a written opinion within thirty (30) days specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the Union and the Commission and the aggrieved employee who initiated the grievance.

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

Article 41

TERMINATION OF AGREEMENT

Terms of this Agreement shall be in effect where reasonable from July 1, 2023 through June 30, 2027 but shall remain in effect after that date unless either party notifies the other by registered mail of its desire to terminate said contract in accordance with the time limitation set forth in the Public Employee Labor Relations Act. Such a termination shall not be effective until sixty (60) days after receipt of the notice of termination.

Article 42

MANAGEMENT/LABOR MEETINGS

The Commission and the Union will meet at reasonable times and places to negotiate changes in this and successor Agreements. No more than three (3) employees shall be designated for such negotiation purposes, and they shall suffer no loss of pay in attending said meetings. Employees

who are off-duty will not be compensated for their attendance at meetings or hearings related to grievances, including arbitration hearings, and negotiations, but off-duty employees are entitled to compensation for attending management-labor meetings.

Article 43
TEMPORARY SERVICE OUT-OF-RANK

When a member of the bargaining unit, designated in writing by management, performs ongoing duties and responsibilities of a person of higher rank for a minimum of five (5) consecutive work days (or a minimum of fifteen (15) work days if the absence is for schooling or courses), the employee will be compensated for this service at Step 2 on the wage schedule of the person for whom they are working. Temporary service out-of-rank does not constitute a promotion.

Article 44
HOURS OF WORK

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

The City agrees to implement the Union’s proposed dispatcher schedule, attached hereto as Appendix II, on a trial basis only, if/when the Department reaches eight (8) fully trained Dispatchers. The Chief reserves the right to terminate this trial schedule at any time, at the Chief’s sole discretion.

Article 45
COMPENSATORY TIME

- A. Compensatory Time may be earned and accumulated for later use, but not to exceed the number of hours specified by the Chief. The number of hours will be set forth in the Department’s Standard Operating Procedures.
- B. Compensatory Time may be earned per the Department’s SOP at the same compensation rate as cash payment, i.e., one (1) hour equals one and one-half (1-1/2) hours compensatory time. If an employee requests compensatory time, the Department has the discretion to award compensatory time or overtime.

Article 46
COMMUNICATIONS MANAGER WORKING DISPATCH SHIFTS

A Communications Manager will be allowed to perform certain duties in the Emergency Communications Center (the “ECC”) and will assist with the staffing of the ECC during the prolonged hiring and training phase for new Dispatchers. This Article will only be in effect during times when staffing in the ECC falls below eleven (11) full-time Dispatchers. A Communications Manager will be allowed to work Dispatcher shifts on a flex-time basis subject to the current practices for filling overtime shifts. Any open Dispatcher shifts in the ECC will first be offered to the civilian staff members of the ECC following the guidelines as set out in SOP S-110. If Dispatcher shifts cannot be filled on a voluntary basis by civilian staff members, open Dispatcher shifts may be filled by a Communications Manager. A Communications Manager working Dispatcher shifts in the ECC shall be the exception rather than the rule. There

will be no permanent placement of a Communications Manager working Dispatcher shifts in the ECC. Nothing in this Article shall be used by management to delay the hiring of Dispatchers.

Article 47
POLICE OFFICERS WORKING DISPATCH SHIFTS

Police Officers will be allowed to perform certain duties in the Emergency Communications Center (ECC) and will assist with the staffing of the ECC during the prolonged hiring and training phase for new Dispatchers. This article will only be in effect during times when staffing in the ECC falls below eleven (11) full-time dispatchers. Dispatch-qualified Local 11 Police Officers will be allowed to work dispatcher shifts in the ECC, Police side only, on an overtime basis, subject to the current practices for filling overtime shifts. "Dispatch-qualified" will be determined at the sole discretion of the Communications Supervisor. Any open Dispatcher shifts in the ECC will first be offered to the civilian staff members of the ECC following the guidelines as set out in SOP S-110. If Dispatcher shifts cannot be filled on a voluntary basis by civilian staff members, open Dispatcher shifts may be filled by Dispatch-qualified Police Officers. Police Officers working Dispatcher shifts in the ECC shall be the exception rather than the rule. There will be no permanent placement of Police Officers working Dispatcher shifts in the ECC. Nothing in this article shall be used by management to delay the hiring of Dispatchers.

Article 48
BODY-WORN CAMERA POLICY

Employees in the position of Animal Control Officer will be required to comply with the Body-Worn Cameras And In-Car Video policy attached hereto as Appendix III.

Article 49
EDUCATIONAL INCENTIVE

Full-time and part-time members of the bargaining unit will receive the following annual educational incentive stipend payment:

<u>DEGREE EARNED</u>	<u>STIPEND</u>
Associate's Degree	1.0% of base pay
Bachelor's Degree	2.0% of base pay
MA/MS/PhD/JD Degree	2.5% of base pay

Stipends are not cumulative and will be paid in two (2) payments, the first payment due on the first wage payment date in December, and the second payment due on the first wage payment date in July. Stipends are based on degrees conferred on or before December 1 of the year prior to payment. In the event of an anticipated change in degree status, to allow for proper budgeting, the Employee must provide the Department with written notice of the anticipated change no later than January 31 of the year in which such payment is to begin. A certified copy of the degree must be placed on file with the Department.

SIGNATURES

Dated this 20th day of November, 2023.

Portsmouth Police Civilian
Employees Association, NEPBA
Local #171




President Anne Hearn

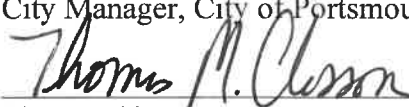
City of Portsmouth, New Hampshire



Stefany Shaheen
Chair, Portsmouth Police Commission



Karen Conard
City Manager, City of Portsmouth



Thomas Closson
City Negotiator, City of Portsmouth

APPROVED BY THE PORTSMOUTH CITY COUNCIL ON:

Sept. 5, 2023



Kelli Barnaby, City Clerk, City of Portsmouth

APPENDIX I
 PORTSMOUTH POLICE DEPARTMENT
 CIVILIANS
 SALARY SCHEDULE
 JULY 1, 2023-JUNE 30, 2024

Step CIVILIAN

SOCIAL WORKER

		Bi-Weekly	Daily	Hourly	OT
8	\$ 93,932.80	\$ 3,612.80	\$ 361.28	\$ 45.16	\$ 67.74
7	\$ 91,208.00	\$ 3,508.00	\$ 350.80	\$ 43.85	\$ 65.78
6	\$ 88,545.60	\$ 3,405.60	\$ 340.56	\$ 42.57	\$ 63.86
5	\$ 85,966.40	\$ 3,306.40	\$ 330.64	\$ 41.33	\$ 62.00
4	\$ 81,868.80	\$ 3,148.80	\$ 314.88	\$ 39.36	\$ 59.04
3	\$ 77,979.20	\$ 2,999.20	\$ 299.92	\$ 37.49	\$ 56.24
2	\$ 74,256.00	\$ 2,856.00	\$ 285.60	\$ 35.70	\$ 53.55
1	\$ 70,720.00	\$ 2,720.00	\$ 272.00	\$ 34.00	\$ 51.00

IT ADMINISTRATOR

		Bi-Weekly	Daily	Hourly	OT
8	\$ 84,218.00	\$ 3,239.15	\$ 323.92	\$ 40.49	\$ 60.73
7	\$ 82,182.00	\$ 3,160.85	\$ 316.08	\$ 39.51	\$ 59.27
6	\$ 80,169.00	\$ 3,083.42	\$ 308.34	\$ 38.54	\$ 57.81
5	\$ 77,084.00	\$ 2,964.77	\$ 296.48	\$ 37.06	\$ 55.59
4	\$ 73,441.00	\$ 2,824.65	\$ 282.47	\$ 35.31	\$ 52.96
3	\$ 69,992.00	\$ 2,692.00	\$ 269.20	\$ 33.65	\$ 50.48
2	\$ 66,693.00	\$ 2,565.12	\$ 256.51	\$ 32.06	\$ 48.10
1	\$ 63,544.00	\$ 2,444.00	\$ 244.40	\$ 30.55	\$ 45.83

LEAD DISPATCHER

		Bi-Weekly	Daily	Hourly	OT
3	\$ 76,960.00	\$ 2,960.00	\$ 296.00	\$ 37.00	\$ 55.50
2	\$ 74,880.00	\$ 2,880.00	\$ 288.00	\$ 36.00	\$ 54.00
1	\$ 72,800.00	\$ 2,800.00	\$ 280.00	\$ 35.00	\$ 52.50

DISPATCHER

		Bi-Weekly	Daily	Hourly	OT
8	\$ 68,640.00	\$ 2,640.00	\$ 264.00	\$ 33.00	\$ 49.50
7	\$ 66,567.00	\$ 2,560.27	\$ 256.03	\$ 32.00	\$ 48.01
6	\$ 64,480.00	\$ 2,480.00	\$ 248.00	\$ 31.00	\$ 46.50
5	\$ 62,400.00	\$ 2,400.00	\$ 240.00	\$ 30.00	\$ 45.00
4	\$ 60,320.00	\$ 2,320.00	\$ 232.00	\$ 29.00	\$ 43.50
3	\$ 58,240.00	\$ 2,240.00	\$ 224.00	\$ 28.00	\$ 42.00
2	\$ 56,160.00	\$ 2,160.00	\$ 216.00	\$ 27.00	\$ 40.50
1	\$ 54,080.00	\$ 2,080.00	\$ 208.00	\$ 26.00	\$ 39.00

**PORTSMOUTH POLICE DEPARTMENT
CIVILIANS
SALARY SCHEDULE
JULY 1, 2023-JUNE 30, 2024**

OFFICE MANAGER/CRIME ANALYST

		Bi-Weekly	Daily	Hourly	OT
8	\$ 69,135.00	\$ 2,659.04	\$ 265.90	\$ 33.24	\$ 49.86
7	\$ 67,443.00	\$ 2,593.96	\$ 259.40	\$ 32.42	\$ 48.64
6	\$ 65,793.00	\$ 2,530.50	\$ 253.05	\$ 31.63	\$ 47.45
5	\$ 63,265.00	\$ 2,433.27	\$ 243.33	\$ 30.42	\$ 45.62
4	\$ 60,287.00	\$ 2,318.73	\$ 231.87	\$ 28.98	\$ 43.48
3	\$ 57,438.00	\$ 2,209.15	\$ 220.92	\$ 27.61	\$ 41.42
2	\$ 54,738.00	\$ 2,105.31	\$ 210.53	\$ 26.32	\$ 39.47
1	\$ 52,167.00	\$ 2,006.42	\$ 200.64	\$ 25.08	\$ 37.62

EVIDENCE TECHNICIAN

		Bi-Weekly	Daily	Hourly	OT
8	\$ 68,348.80	\$ 2,628.80	\$ 262.88	\$ 32.86	\$ 49.29
7	\$ 66,352.00	\$ 2,552.00	\$ 255.20	\$ 31.90	\$ 47.85
6	\$ 64,417.60	\$ 2,477.60	\$ 247.76	\$ 30.97	\$ 46.46
5	\$ 62,545.60	\$ 2,405.60	\$ 240.56	\$ 30.07	\$ 45.11
4	\$ 59,571.20	\$ 2,291.20	\$ 229.12	\$ 28.64	\$ 42.96
3	\$ 56,742.40	\$ 2,182.40	\$ 218.24	\$ 27.28	\$ 40.92
2	\$ 54,038.40	\$ 2,078.40	\$ 207.84	\$ 25.98	\$ 38.97
1	\$ 51,459.20	\$ 1,979.20	\$ 197.92	\$ 24.74	\$ 37.11

ACCOUNTING ASSISTANT

		Bi-Weekly	Daily	Hourly	OT
8	\$ 62,987.00	\$ 2,422.58	\$ 242.26	\$ 30.28	\$ 45.42
7	\$ 61,444.00	\$ 2,363.23	\$ 236.32	\$ 29.54	\$ 44.31
6	\$ 59,944.00	\$ 2,305.54	\$ 230.55	\$ 28.82	\$ 43.23
5	\$ 57,652.00	\$ 2,217.38	\$ 221.74	\$ 27.72	\$ 41.58
4	\$ 54,931.00	\$ 2,112.73	\$ 211.27	\$ 26.41	\$ 39.61
3	\$ 52,339.00	\$ 2,013.04	\$ 201.30	\$ 25.16	\$ 37.74
2	\$ 49,875.00	\$ 1,918.27	\$ 191.83	\$ 23.98	\$ 35.97
1	\$ 47,540.00	\$ 1,828.46	\$ 182.85	\$ 22.86	\$ 34.28

ANIMAL CONTROL OFFICER

		Bi-Weekly	Daily	Hourly	OT
8	\$ 55,919.00	\$ 2,150.73	\$ 215.07	\$ 26.88	\$ 40.33
7	\$ 54,556.00	\$ 2,098.31	\$ 209.83	\$ 26.23	\$ 39.34
6	\$ 53,215.00	\$ 2,046.73	\$ 204.67	\$ 25.58	\$ 38.38
5	\$ 51,160.00	\$ 1,967.69	\$ 196.77	\$ 24.60	\$ 36.89
4	\$ 48,759.00	\$ 1,875.35	\$ 187.53	\$ 23.44	\$ 35.16
3	\$ 46,487.00	\$ 1,787.96	\$ 178.80	\$ 22.35	\$ 33.52
2	\$ 44,302.00	\$ 1,703.92	\$ 170.39	\$ 21.30	\$ 31.95
1	\$ 42,226.00	\$ 1,624.08	\$ 162.41	\$ 20.30	\$ 30.45

**PORTSMOUTH POLICE DEPARTMENT
CIVILIANS
SALARY SCHEDULE
JULY 1, 2023-JUNE 30, 2024**

AUTO ATTENDANT

		Bi-Weekly	Daily	Hourly	OT
8	\$ 54,053.00	\$ 2,078.96	\$ 207.90	\$ 25.99	\$ 38.98
7	\$ 52,479.00	\$ 2,018.42	\$ 201.84	\$ 25.23	\$ 37.85
6	\$ 50,951.00	\$ 1,959.65	\$ 195.97	\$ 24.50	\$ 36.74
5	\$ 49,467.00	\$ 1,902.58	\$ 190.26	\$ 23.78	\$ 35.67
4	\$ 48,026.00	\$ 1,847.15	\$ 184.72	\$ 23.09	\$ 34.63
3	\$ 46,627.00	\$ 1,793.35	\$ 179.33	\$ 22.42	\$ 33.63
2	\$ 45,269.00	\$ 1,741.12	\$ 174.11	\$ 21.76	\$ 32.65
1	\$ 43,950.00	\$ 1,690.38	\$ 169.04	\$ 21.13	\$ 31.69

**INITIAL STEP PLACEMENT
EFFECTIVE JULY 1, 2023**

<u>EMPLOYEE</u>	<u>STEP</u>
Blais	Evidence Technician - 3
Cullen	Lead Dispatcher - 3
Davis	IT Administrator - 5
Gitschler	Accounting Assistant - 5
Graham	Office Manager/Crime Analyst - 5
Hearn	Dispatcher - 4
Maio	Office Manager/Crime Analyst - 8
Meyer	Evidence Technician - 5
Nicholson	Dispatcher - 5
Persson	Office Manager/Crime Analyst - 4
Robinson	Animal Control Officer - 7
Schwartzmiller	Auto Attendant - 1
Thamsen	Dispatcher - 2

APPENDIX II

If/when the Department has at least eight (8) fully trained Dispatchers, the Department will implement, on a trial basis, the following schedule for Dispatchers, with each work shift consisting of twelve (12) hours:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	On	On	Off	Off	On	On
On	Off	Off	On	On	Off	Off
Off	On	On	Off	Off	On	On
On	Off	Off	On	On	Off	Off

The Chief will retain sole discretion to discontinue this trial schedule.

APPENDIX III

BODY-WORN CAMERAS AND IN-CAR VIDEO

I. Introductory Discussion And General Considerations

- A. It is the mission of the Portsmouth Police Department (Department) to promote and maintain accountability and trust between the Department and the community it serves.
- B. Body-Worn Cameras (BWC) and In-Car Video (ICV) are intended to depict events occurring in the presence of an Officer for courtroom presentation.
- C. BWC and ICV are only tools to evaluate an event and/or an Officer's performance. These tools have numerous limitations.
 - 1. BWC and ICV do not follow an Officer's eyes or see everything as the Officer perceives and there is often a disconnect between the Officer's field of view and visual perception as compared to BWC and ICV.
 - 2. BWC and ICV do not factor in on-scene intelligence or stressors that impact human perception.
 - 3. BWC and ICV often do not record danger cues that Officers have been trained to perceive such as resistive tension and subtle movement that may appear innocuous on film to a layperson but convey risk and danger to a trained, streetwise Officer.
 - 4. BWC and ICV may filter lighting conditions differently than the human brain, creating an inaccurate video depiction of an event that is more well-lit than the actual event as viewed by the Officer.
 - 5. BWC and ICV only record in two dimensions and recordings may distort the depth of objects as seen in real time by the Officer.
 - 6. Video recording frame rates and predictive imaging technology in BWC and ICV may result in footage that does not accurately reflect the timing and other aspects of the events recorded.

7. BWC and ICV improperly encourage second-guessing. Under calm and comfortable conditions, far removed from the stress of an actual interaction, untrained reviewers can infinitely replay the action, scrutinize it in slow motion, freeze frames, and unfairly engage in an analysis of what "could have or should have" happened.
- D. Given these and other known limitations, this policy acknowledges that BWC and ICV are not to be used as a substitute for analyzing police conduct from the constitutionally recognized reasonable Officer standard. In short, the policy recognizes that it is always easier to analyze a situation after the fact and with the benefit of hindsight than it is to act in the tension, pressure, and danger that an Officer may perceive during the event.
- E. The objective of BWC and ICV will be to:
1. Provide accurate accounting of daily interaction between citizens and the police.
 2. Identify training needs to enhance Officer safety.
 3. Improve Officer performance.
 4. Enhance the Department's ability to review probable cause for arrest, Officer and public interactions, evidence for investigative and prosecutorial purposes, and provide additional information for the evaluation and training of Officers.
- F. The intent of this policy is to establish guidelines and instructions for the use of BWC and ICV so that Officers may reliably record their contact with the public in the performance of their official duties, in accordance with this policy and all applicable laws.
- G. Sworn personnel that are issued a BWC shall utilize it as required by this policy.
- H. Front-line marked police cruisers may be equipped with ICV, which equipment will be utilized as required by this policy.

II. Definitions (NH RSA 105-D:1)

- A. **Body worn camera (BWC):** an electronic camera system for creating, generating, sending, receiving, storing, displaying, and processing audiovisual recordings that may be worn about the person of a law enforcement Officer.
- B. **Community caretaking function:** a task undertaken by a law enforcement Officer in which the Officer is performing an articulable act unrelated to the investigation of a crime. It includes, but is not limited to, participating in town halls or other community outreach, helping a child find his parents, providing death notifications, dealing with individuals asking for directions or other assistance, and performing in-home or hospital well-being checks on the sick, elderly, or persons presumed missing.
- C. **In uniform:** a law enforcement Officer who is wearing any officially authorized police uniform designated by a law enforcement agency, or a law enforcement Officer who is visibly wearing articles of clothing, a badge, tactical gear, gun belt, a patch, or other insignia that he or she is a law enforcement Officer acting in the course of his or her duties.
- D. **Law enforcement-related encounters or activities:** include, but are not limited to, traffic stops, pedestrian stops, arrests, searches, interrogations, investigations, pursuits, crowd control, traffic control, non-community caretaking interactions with an individual while on patrol, or any other instance in which the Officer is enforcing the laws of the municipality, county, or state. The term does not include:
 - 1. Activities when the Officer is completing paperwork alone or is in the presence of another Officer or Officers; or
 - 2. Community caretaking functions
- E. **Recording:** the process of capturing data or information stored on a recording medium.
- F. **Recording medium:** any recording medium for the retention and playback of recorded audio and video including, but not limited to, VHS, DVD, hard drive, cloud storage, solid state, digital, flash memory technology, or any other electronic medium.

- G. **Subject of the recording:** any law enforcement Officer, suspect, victim, detainee, conversant, injured party, witness, or other similarly situated person who appears on the recording and shall not include people who only incidentally appear on the recording.

III. Limitations

- A. Officers shall only use BWC and ICV equipment issued and maintained by the Department.
- B. BWC and ICV equipment and all data, images, and video captured, recorded, or otherwise produced by the equipment are the property of the Department and subject to restrictions in this policy.
- C. Officers who are assigned BWCs and/or ICV shall complete a Department training program to ensure proper use and operation. Such training will include:
 - 1. Review of this policy.
 - 2. Review of NH RSA 105-D, Body-Worn Cameras.
 - 3. Review of NH RSA 570-A:2, II (j), Wiretapping and Eavesdropping.
 - 4. Review of the features and functions of the Department's BWC and ICV systems.
 - 5. Review of Department procedures for securing and saving required video evidence.
 - 6. Review of privacy rights and applicable case law.
- D. BWCs will be worn in the custom carrier provided by the manufacturer, inside the Officer's uniform at the sternum as prescribed by the manufacturer. Any modifications or tailoring of the uniform required to wear the BWC will be at the expense of the Department.

IV. Procedures

- A. NH RSA 570-A:2 provides the authority for an Officer to make recordings in conjunction with routine stops provided that the Officer first gives notification of such recording to the party to the communication. Accordingly, upon contacting any subject(s) to the recording process, the Officer shall advise the subject(s) that they are being recorded, but their permission is not necessary, including when the person that is stopped pulls into a driveway and is encountered while on the curtilage of the property.
- B. Sworn personnel will only use their BWC while in uniform and during engagement in a primary patrol function, or while performing the duties of the Department in an official capacity. Proper use will include any call requiring law enforcement action or interaction with adversarial persons.
- C. Officers on extra duty details are required to wear their BWC. However, Officers are not required to activate their BWC unless they engage in a law enforcement function or are confronted by an antagonistic citizen.
- D. Officers on roadside details will not be required to wear their BWC. Officers will have the option to have their BWC with them if they choose. This will reduce the incidents of damage to the equipment from harsh roadside conditions.
- E. Detectives will not be required to wear their BWCs in the normal course of their duties. However, if a Detective is involved in an operation requiring the Detective to wear a ballistic carrier, the Detective will also wear their BWC on the vest in the manner prescribed by this policy. Any police action taken during the operation will be recorded.
- F. At the beginning of each tour of duty, Officers will determine if their assigned BWC and ICV are positioned correctly and working properly. Officers will promptly notify their Supervisor, or the on-duty Shift Commander, of any malfunction.
- G. Recordings will be specific to an incident. Officers will not indiscriminately record entire duties or patrols.
- H. Officers will activate the video and audio components of the BWC and ICV and start recording upon arrival on scene of a call for service or when engaged in any law enforcement-related encounter or activity, or upon activation of lights and siren.

Officers will have to activate the BWC and ICV manually, unless activated by automatic triggers implemented by the Department.

- I. Officers may use their discretion when deciding to activate the BWC and ICV during incidental public contact during the ordinary course of their tour. Officers are not required, or expected, to activate their BWC or ICV when conducting police engagement activities or other situations that do not involve the delivery of police services. Officers may, at their own discretion, activate their BWC or ICV during these instances if they feel it useful or necessary. Officers may also activate their BWC or ICV outside of the mandatory requirements at their discretion but must inform individuals they are being recorded and must abide by exceptions and prohibitions contained in this policy.
- J. Once activated, the BWC and ICV will remain activated until the event is completed to ensure the integrity of the recording, unless otherwise provided in this policy. If the Officer deactivates the BWC or ICV, the Officer should record the reason with a message on the BWC or ICV prior to deactivation and will document the reason for deactivation in their written report.
- K. Officers will inform the individual that he or she is being recorded immediately upon contact, or as soon as practicable. When notification is not made, the recording Officer will document the reason for non-notification within the associated report.
- L. If exigent circumstances exist which prevent the BWC and ICV from being activated as set forth above, the BWC and ICV must be turned on as soon as practicable. For instance, it is recognized that if there is a threat to the Officer's or to any other person's safety or some other circumstance making activation difficult or dangerous, the Officer will activate the BWC and ICV at the first reasonable opportunity to do so.
- M. If an Officer fails to activate the BWC and/or ICV or fails to record the entire contact, interrupts the recording, or if the BWC or ICV malfunctions, the Officer will document why a recording was not made, was interrupted, or was terminated as part of the associated police report.
- N. Officers will be permitted to review all video footage recorded by their respective BWC and/or ICV related to other, non-critical incidents, at their own discretion, when preparing reports and/or in undertaking any duty-related task. For instance, Officers are permitted to review BWC and ICV video footage related to an incident

to which they have been requested to testify. This includes but is not limited to testimony at any criminal, civil, or administrative hearing.

- O. If an Officer is involved in a critical incident (an Officer-involved shooting or any incident which involves significant bodily injury) the Officer and/or the Officer's legal counsel, will be permitted to review all video footage recorded by their respective BWC and/or ICV related to the incident as outlined in paragraph N above, however, the Officer will be provided access to such video footage, upon request, through the Chief or the Chief's designee,
- P. Video footage will be available on the BWC and/or ICV for a period of twenty-four (24) hours. After that, video footage must be accessed via system software.
- Q. It must be noted in all reports as to whether video footage was generated or not. The Officer may, at his/her discretion, also note in their report whether video footage was reviewed in preparation of the report. This is necessary to notify all that review the reports if there is video of the incident.
- R. Officers will be able to review their own video footage related to any non-critical incident or investigation at any time. If an Officer needs to review videos captured by other Officers, the Officer will need to obtain permission from an immediate Supervisor or the on-duty Shift Commander.
- S. Officers will be permitted to review their own video footage during an internal investigation.
- T. A Supervisor investigating a citizen complaint may review relevant video footage prior to conducting investigatory interviews.

V. **Restrictions, Exceptions, And Prohibitions From RSA 105-D:2**

A. Officers will not use a BWC or ICV to record any of the following:

- 1. Communications with other police personnel except to the extent such communications are incidental to a permissible recording.
- 2. Encounters with police personnel or individuals whom the Officer knows are acting in an undercover capacity or as confidential informants unless expressly directed to be included as part of the

investigation.

3. Intimate searches such as strip or body-cavity searches.
4. Hospitals, doctor's offices, or any medical facility where HIPAA privacy laws apply, except when responding to a call for service or an imminent threat to life or health. If an Officer is asked by a representative of a medical facility to turn off his or her BWC or IVC, the Officer will continue recording if he or she is engaged in law enforcement activity that requires the camera to be activated.
5. An interview with a crime victim unless their expressed verbal or written consent has been obtained before the recording is made. Any recording obtained shall be consistent with the New Hampshire Attorney General's model protocol for response to adult sexual assault cases, the New Hampshire Attorney General's domestic violence protocol for law enforcement, the New Hampshire Attorney General's stalking protocol for law enforcement, and the New Hampshire Attorney General's child abuse and neglect protocol, as applicable. This paragraph shall not apply to cases where a parent or legal guardian is the subject of an investigation to which a juvenile is a victim or witness. In such cases, the juvenile may be interviewed without the expressed written or verbal consent of the parent or legal guardian under investigation.
6. Interactions with a person seeking to report a crime anonymously. In such an instance, the Officer shall, as soon as practicable, ask the person seeking to remain anonymous if the person wants the Officer to use the Officer's BWC or IVC. If the person does not want to be recorded, the Officer will deactivate all audio and video functions.
7. While on the grounds of any public, private, or parochial elementary or secondary school, except when responding to a call for service or an imminent threat to life or health or when engaged in law enforcement activity that would otherwise require the Officer to be recording.
8. When on break or otherwise engaged in personal activities.
9. In locations where an individual has a reasonable expectation of privacy (such as a residence, a restroom, or a locker room) a citizen may decline

to be recorded. Officers shall inform an individual of the option not to be recorded. If a citizen then declines to be recorded, the officer shall deactivate the audio and video functions, and any images shall, as soon as practicable, be permanently distorted or obscured. The officer shall document the reason why the camera was not activated in the associated police report. This provision does not apply if the recording is being made while executing an arrest warrant, or a warrant issued by a court, or the Officer is in the location pursuant to a judicially recognized exception to the warrant requirement.

10. In any instance when it is believed that an explosive device may be present and electrostatic interference from the BWC or ICV may trigger the device.
11. While testifying in court or participating in related court business such as seeking a warrant.

VI. Post Use Procedures

- A. Officers are responsible for the proper preservation of recordings captured by the BWC and/or ICV equipment assigned to them. Any attempt to alter, manipulate, or modify recordings other than to classify videos is a violation of this policy.
- B. All recordings will be uploaded, stored, and transferred to the storage system no later than the end of each shift.
- C. If the upload and classification process does not occur at the end of a shift, the Officer should promptly notify their Supervisor or the on-duty Shift Commander.

VII. Data Retention And Destruction

- A. All recordings shall be securely stored in conformity to the most recent security policy of the Criminal Justice Information Services (CJIS) of the criminal justice services division of the Federal Bureau of Investigation of the United States Department of Justice.
- B. Recordings made by a BWC or ICV will be permanently destroyed by overwriting or otherwise no sooner than thirty (30) days and no longer than one hundred and eighty (180) days from the date the images were recorded,

except that a recording will be maintained by the Department or its storage agent for a minimum of three (3) years if:

1. The recording is being retained by the Department as evidence in a civil or criminal case, or as part of an internal affairs investigation, or as part of an employee disciplinary investigation; or
2. The recording captures images involving any of the following:
 - a. Any action by a law enforcement Officer that involves the use of deadly force or restraint.
 - b. The discharge of a firearm, unless for destruction of an animal.
 - c. Death or serious bodily injury.
 - d. An encounter about which a formal complaint has been filed with the Department within thirty (30) days of the encounter.

C. Notwithstanding the foregoing:

1. If there is any other legal requirement for retaining the recording, including but not limited to litigation, a pending criminal case, or a valid court or administrative order, then the recording will be retained only as long as is legally required.
2. The Chief of Police may designate the recording as a training tool, provided that a person's image and vehicle license plate numbers shall first be permanently deleted, distorted, or obscured, or the person has been given an opportunity in writing to decline to have his or her image and/or vehicle license plate number to be so used. A recording so designated and prepared may be viewed solely by officers for training purposes only. Discretion will be used with the selection of a video to be used as a training tool so as not to embarrass or ridicule any Officer involved with the video being used.
3. Any recording undertaken in violation of this policy or any other applicable law will be immediately destroyed and, whether destroyed or not, will not be admissible as evidence in any criminal or civil legal or administrative proceeding, except in a proceeding against an Officer for violating the provisions of this policy and/or a violation of NH RSA

105:D-2, et al. In a proceeding against an Officer for violating the provisions of this policy and/or RSA 105: D-2, the recording shall be destroyed at the conclusion of the proceeding and all appeals.

VIII. Record Maintenance

- A. Except where authorized by law, no person, including without limitation Officers and their Supervisors, will edit, alter, erase, delete (other than erasing or deleting at the end of an applicable retention period specified by this policy), duplicate, copy, subject to automated analysis or analytics of any kind, including but not limited to facial recognition technology, share, display, or otherwise distribute in any manner any BWC or ICV recording or portions thereof. This paragraph will not apply to the sharing of a still image captured by the BWC or ICV to help identify individuals or vehicles suspected of being involved in a crime.
- B. All requests for public disclosure will be handled consistent with NH RSA 105-D and NH RSA 91-A and will be released only with approval of the Chief of Police or designee. All recording media, recorded images and audio recordings are the property of the Department. Dissemination outside of the Department is strictly prohibited without specific authorization of the Chief of Police or designee.
- C. Requests for BWC and/or ICV will be submitted in writing and submitted to the Records Unit to be processed in accordance with this policy. The Chief's designee will initiate a review of video and recommend any necessary redactions.
- D. Recorded images and sound made from a Department issued BWC and/or ICV will be for law enforcement purposes only. All access to this data will be audited to ensure that only authorized users are accessing the data for law enforcement purposes. All access to BWC and/or ICV data will be authorized by the Chief of Police or designee and only for the purposes set forth in this policy. However, Supervisors may, at any time, review BWC and/or ICV video footage of a subordinate Officer, in the performance of their supervisory process.
- E. Recordings will not be divulged or used by the Department for any commercial or other non-law enforcement purpose. If the Department authorizes a third party to act as its agent in storing recordings, the agent will not independently

access, view or alter any recording, except to delete videos as required by law or the Department's retention policies. Neither the Department nor its storage agent, if any, will subject any recording to analysis or analytics of any kind, including without limitation facial recognition technology and data mining.

- F. BWC and ICV recordings relevant to criminal prosecutions will be made available to defendants upon specific request through the discovery process. In response to a general request for production of discoverable materials by a defendant or his/her counsel, the Department will include the following statements in a cover letter accompanying the production of such discoverable materials:

In addition to the enclosed materials, the Portsmouth Police Department is hereby notifying you that a recording or recordings from officer-worn body and in-car video cameras may exist in this case. If such recordings do exist, you may request a copy of said recordings from the prosecutor's office. Such copies will be available upon written request of the prosecutor's office up to fifteen (15) days before any scheduled trial. Failure to request copies of these recordings within this time frame may result in the recordings being recycled or disposed of. While recordings may be made available to you, please note that your use of such recordings is limited to your defense in the criminal proceedings currently pending against you, or other related proceedings, and the recordings may not be further disseminated. Pursuant to NH RSA 105-D:2, XII no person shall "edit, alter, erase, delete, duplicate, copy, subject to automated analysis or analytics of any kind, including but not limited to facial recognition technology, share, display or otherwise distribute in any manner, any body-worn camera or in-car video recordings or portions thereof."

IX. Administration

- A. Authorized administrators will be designated by the Chief of Police.
- B. Authorized administrators will be responsible for:
1. Providing training on proper use of the BWC, ICV, and related evidentiary management systems.
 2. Overseeing the assignment of the BWC and ICV systems.

3. Accessing the server and facilitating access of videos as needed by Supervisors, prosecutors, administration, defense counsel, and/or the Rockingham County Attorney's Office.
4. Facilitating needed repairs.
5. Monitoring available storage.
6. Monitoring purging schedules for compliance.
7. Overseeing proper retention of recordings.
8. Responding to Right-to-Know requests consistent with New Hampshire law and applicable Department policy.
9. Any authorized administrator may review audio and video footage, randomly selected, to ensure proper compliance with Department rules and policies, to assure proper functioning of equipment, and to determine if the equipment is being operated properly. Minor infractions (not criminal in nature) such as uniform violations, rudeness, and profanity discovered during these reviews should be used as training opportunities and not as the basis for disciplinary actions. Should the behavior continue after being informally addressed, the appropriate disciplinary or corrective action may be taken. Supervisors will not review videos to evaluate any single Officer for compliance with Department rules or policies. Supervisors may randomly review video footage of Officers under their span of control for review of professional standards. If this review is done, it will be of every Officer on the shift and not individual Officers.

X. Miscellaneous

1. The parties agree to revisit this policy when final BWC and/or ICV products are selected to determine what, if any, modifications need to be made regarding job duties, access to functions/technology that the parties did not anticipate, or other unanticipated matter.