

**WORKING AGREEMENT**

**BETWEEN**

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

**AND**

**PORTSMOUTH POLICE PATROLMAN'S UNION,  
NEPBA LOCAL #11**

**July 1, 2023 through June 30, 2027**

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**1. PREAMBLE**

The Portsmouth Police Commission (“the Commission”) and the Portsmouth Police Patrolman’s Union, NEPBA Local #11 (“the Union”), in order to arrange and maintain fair and equitable earnings, uniform labor standards, rates and operating conditions, to promote fair and amicable means of adjustment of any and all disputes, to continue the harmonious relationship which exists between the Portsmouth Police Department (“the Department”) and its permanent employees, to promote the morale, equal rights, opportunities, well-being and security of police officers and the citizens of the City of Portsmouth, New Hampshire (“the City”) hereby agree as follows: *(Amended: February 19, 1987)*

**2. RECOGNITION**

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

**3. UNION SECURITY**

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

**4. MANAGEMENT RIGHTS**

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

**5. EMPLOYEE RIGHTS**

The Commission and the Department agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union, or to discriminate against any employee because they have given testimony or taken part in a grievance procedure, or proceedings of the Union. It is agreed that no permanent police officer will be transferred or reassigned unjustly or unreasonably, that no permanent police officer will be disciplined without just

cause, and that any disciplinary action taken against any permanent police officer will be subject to the grievance procedure. *(Amended October 6, 2003)*

**6. FAIR PRACTICES**

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

**7. MANAGEMENT - LABOR MEETINGS**

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

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

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

**8. NEW EMPLOYEES**

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

**9. SENIORITY CALCULATION**

Seniority shall be determined by the length of time an officer has been a member of the Department, including time served in a probationary status, and in the event the officer is a rehired employee, as stated in Section 10 below. If more than one (1) employee was employed on the same date, then the seniority and shield numbers shall be determined according to their respective oral board scores. If two (2) or more employees receive the same oral board score, then a supplementary oral board shall be conducted and the officer receiving the highest oral board score shall have seniority over the officer

receiving the next highest oral board score and shall continue down the line until all officers have been assigned seniority. The lowest shield number, being number one (1), shall be assigned to the most senior officer, and the remaining shield numbers shall be issued numerically by seniority to all other police officers. *(Amended: July 1, 1982; October 6, 2003)*

**10. REHIRED EMPLOYEES**

Any rehired employee who has already completed a probationary period shall not be required to serve another probationary period if rehired within an eighteen (18) month period from the date the employee terminated employment with the Department. Seniority shall be restored except for the time not employed by the Department, and the rate of pay shall be determined by the Commission. *(Amended: July 1, 1982; October 6, 2003)*

**11. SENIORITY LISTS**

A. The Department shall establish a seniority list and it shall be posted, and updated as changes are made. Any objection to the list as posted shall be reported within ten (10) days of said posting or it shall stand approved. Seniority, as stated in Section 9 above, shall commence from the first day of employment as a probationary officer on a full-time basis.

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

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

**12. VACANCIES**

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

**13. SPECIAL DETAILS**

A. Any position or assignment in the Department not subject to regular shift rotation will be considered a Special Detail involving an increase in compensation as outlined in Section 18 below. Any officer in the Department having completed at least two (2) consecutive years of service on the date of the selection process for a Special Detail will be considered an eligible candidate to take part in the applicable selection process, as outlined below.

B. Detective: Applicants will complete a written examination and assessment center as outlined in Section 15 below.

C. School Resource Officer:

1. Applicants must submit a letter of intent to the Chief, followed by an oral board interview conducted by ranking officers in the Department and/or members of the Portsmouth School Department.
2. Candidates for School Resource Officer will have no standing on the Detective eligibility list unless they have successfully completed the entire process to be placed on the Detective eligibility list, as outlined in Section 15 below.
3. In the event of a reduction in force, School Resource Officers will not be considered Detectives for purposes of personnel reduction.
4. The School Resource Officer position will be assigned to the Patrol Division but will report to the Investigative Division Juvenile Sergeant during the school year. Work hours will be as established as outlined in SOP O-517 School Resource Officer Program.
5. With advance notice, School Resource Officers can be reassigned to cover Patrol vacancies on an intermittent basis during short-term staffing shortages. Eligibility for any such reassignment will be established by referring to the current number of order-ins for all eligible officers and the officer with the least number of order-ins will be reassigned first.

D. Training Officer:

1. Applicants must submit a letter of intent to the Chief, followed by an oral board interview conducted by ranking officers in the Department.
2. Candidates for Training Officer will have no standing on the Detective eligibility list unless they have successfully completed the entire process to be placed on the Detective eligibility list, as outlined in Section 15 below.
3. In the event of a reduction in force, Training Officers will not be considered Detectives for purposes of personnel reduction.
4. Training Officers will be assigned to the Personnel and Training Division and will follow a standard Monday through Friday schedule. Duty hours will be set by the Lieutenant of the Personnel and Training Division and may be adjusted occasionally based on the needs of the Department.
5. With advance notice, Training Officers can be reassigned to cover Patrol vacancies on an intermittent basis during short-term staffing shortages. Eligibility for any such reassignment will be established by referring to the current number of order-ins for all eligible officers and the officer with the least number of order-ins will be reassigned first.

E. Canine Handler:

1. Applicants must submit a letter of intent to the Chief, followed by an oral board interview conducted by a panel of certified canine handlers and/or ranking officers in the Department.
2. Canine Handlers will be paid an additional three and one-half (3.5) hours of overtime pay per week to compensate them for the care, feeding, and training of the dog.

3. Applicants for the Canine Handler position must own or reside at a property which is suitable for the care and maintenance of a police canine.
4. Candidates for Canine Officer will have no standing on the Detective eligibility list unless they have successfully completed the entire process to be placed on the Detective eligibility list, as outlined in Section 15 below.
5. In the event of a reduction in force, Canine Officers will not be considered Detectives for purposes of personnel reduction.
6. Canine Handlers will be assigned to the Patrol Division but will not be subject to a normal shift rotation. On shift, Canine Handlers will be assigned as TBA (“To Be Announced”) and utilized to fill vacancies in shift assignments. Duty hours will be arranged by management based on the number of Canine Teams and support needs.

F. **Community Policing Officer:**

1. Applicants must submit a letter of intent to the Chief, followed by an oral board interview conducted by ranking officers in the Department.
2. Candidates for Community Policing Officer will have no standing on the Detective eligibility list unless they have successfully completed the entire process to be placed on the Detective eligibility list, as outlined in Section 15 below.
3. In the event of a reduction in force, Community Policing Officers will not be considered Detectives for purposes of personnel reduction.
4. Except for Detective Jones, who is grandfathered into the Investigative Division, Community Policing Officers will be assigned to the Patrol Division but will not be subject to normal shift rotation. The Community Policing Officer will follow a standard Monday through Friday schedule. Duty hours will be set by the Captain of the Investigative Division and may be adjusted occasionally based on the needs of the Department.
5. Except for Detective Jones, who is grandfathered into the Investigative Division, with advance notice, Community Policing Officers can be reassigned to cover Patrol vacancies on an intermittent basis during short-term staffing shortages. Eligibility for any such reassignment will be established by referring to the current number of order-ins for all eligible officers and the officer with the least number of order-ins will be reassigned first. *(Amended: July 1, 1982; February 19, 1987; March 19, 1999; October 6, 2003; July 1, 2021)*

#### **14. SERGEANT ELIGIBILITY**

Vacancies in the rank of Sergeant will be posted and bargaining unit members having completed at least five (5) years of continuous service with the Department at the time of the oral board and assessment center will be permitted to sign up for participation in a competitive promotional process as outlined in Section 15 below. All appointments and promotions up to and including the rank of Sergeant will be made from the ranks of the Department and not from an outside source.



## 15. PROMOTIONS

### A. Definitions:

1. Assessment Center: A performance-based appraisal of candidates through a practical exercise process. Candidates are evaluated by a team of appraisers who are trained to conduct a series of exercises that reflect the duties required of the position being sought.
2. Availability List: A list of eligible officers who have completed all phases of a testing cycle for the position they are seeking. Only those that have completed all phases will be added to this list. This list will be valid for no more than two years from the date the list becomes operational. All individuals on the promotional list will be ranked as it pertains to their final scores for the position they are seeking.
3. Eligibility List: A list of eligible officers who have passed a general knowledge examination and have fulfilled employment tenure requirements allowed to participate in either the Detective's or Sergeant's selection process. General knowledge tests will be given on a yearly basis. Any full-time officer who has completed their probationary year by the test date is eligible to take the general knowledge examination.
4. Testing Cycle: The term in which a promotional process is valid.

B. Promotions for the rank of Sergeant, or for vacancies in Detectives, will be made by the Commission from a list of candidates who have successfully passed the following requirements:

1. The officer must have fulfilled the employment tenure requirements as stated in Section 13 and 14 above and have successfully completed a general knowledge examination which will be utilized for both the Detectives and Sergeants promotional processes.
2. A candidate for promotion must receive a passing score on the written portion of the examination before being allowed to continue with the process. Passing score for the general knowledge test shall be seventy percent (70%).
3. Once the general knowledge results are compiled, the Professional Standards Lieutenant will post the current eligibility list of all candidates that passed. These results will be in order of candidates with the highest eligible score to the lowest eligible score. Those that do not pass will not be included on the posted list.
4. Every two years, or once a current Availability List is deemed terminated, the Lieutenant of Professional Standards will notify all current eligible individuals of the beginning of a new testing cycle. Any eligible individual may participate in the latest testing cycle. To be deemed eligible, individuals must meet the tenure requirements as stated in Section 14 and 15 above prior to the scheduled date for the oral board and/or oral board and assessment center. Once the testing cycle begins, no new candidates will be eligible for promotion until the current testing cycle is terminated.
5. In addition to successfully passing the general knowledge exam, candidates for the position of Detective must complete an oral board. After all portions of the promotional process are completed, the final scores will be calculated using the following percentages:

- a. Detectives - After the written examination and oral board have been completed, the written examination will comprise sixty percent (60%) of the weighted score and the oral board will comprise forty percent (40%) of the weighted score.
  - b. Sergeants - After the written examination, assessment center, and oral board have been completed, the written examination will comprise sixty percent (60%) of the weighted score, the assessment center will comprise twenty percent (20%) of the weighted score, and the oral board will comprise twenty percent (20%) of the weighted score.
6. Seniority points will be included in the total score, and will be computed as follows:

- a. In the case of an officer having completed six (6) years or more of continuous service with the Department, the officer will receive one (1) point for each year of seniority accrued from six (6) years to the end of ten (10) years. The officer will receive an additional point for each additional five (5) years of service with the Department completed after ten (10) years of service, as indicated in the following chart:

6 years = 1 point
7 years = 2 points
8 years = 3 points
9 years = 4 points
10 years = 5 points
15 years = 6 points
20 years = 7 points
25 years = 8 points
30 years = 9 points
35 years = 10 points
40 years = 11 points

- b. These points will be added to the final overall scores and will count in determining positions on the Availability List for the current testing cycle.
7. The Commission may make an appointment from any one of the top three (3) scorers on the Availability List. The Commission may make an appointment from an Availability list that contains only one (1) candidate or (2) candidates.
8. If an officer ranked among the top three (3) scorers on the Availability List chooses to withdraw their candidacy for a particular position, their slot will be filled by an officer desiring to be a candidate who scored the next highest on the Availability List. Officers not desiring to be considered a candidate will retain their numerical position on the Availability List until the Availability List for that testing cycle is replaced.
9. The Availability list will remain in effect, no more than two (2) years from the date of the oral board and or assessment center. If the Availability list falls below three (3) candidates prior to the list expiring, the Commission can request a new Availability list be established. A new testing cycle and establishment of a new Availability list will be established no more than 90

days following the date an existing list expires, is exhausted, or a new list is requested by the Commission.

10. Any officer whose name is still on the Availability List at the time of its expiration will have the option of retaining their written examination score. If an officer wishes to improve their written examination score they may opt to retake the general knowledge exam in order to improve their score. The highest score will be retained. In the case where an individual currently in a testing cycle retakes the written examination, their original test score will be utilized. A written examination score will be valid for a period of six (6) calendar years without participating in a new written examination.
11. All candidates on the Eligibility List who are interested in being included in the next testing cycle will be required to participate in an oral board (for Detectives) and assessment center and oral board (for Sergeants).
12. Notice of all exams, including the areas to be tested, materials for review, numbers of positions to be filled (when possible) and the list of eligible officers will be posted at a reasonable time prior to the examination date. *(Amended: July 1, 1980; February 19, 1987; May 10, 2021; October 2023).*

## **16. PERSONNEL REDUCTION**

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

## **17. TEMPORARY SERVICE OUT-OF-RANK**

Members of the Department who are designated to assume the duties and responsibilities of a higher rank shall be compensated for this service at Step 1 of the wage schedule for the employee whose position is being covered. Such higher rate shall apply for all the time spent in this position providing that a vacancy exists in that rank. *(Amended: October 2023)*

## **18. WAGES/SALARIES**

A. Initial Salary Schedule: Effective July 1, 2023, the salary schedule attached hereto as Appendix I will apply to the members of the bargaining unit. Bargaining unit members currently employed by the City will be placed on the salary schedule according to the chart included in Appendix II. The Commission, through the Chief, reserves the right to place newly hired employees on the salary schedule at the Step commensurate to their prior law enforcement experience. *(Amended: October 2023)*

B. COLAs To Salary Schedule: Effective July 1, 2024, July 1, 2025, and July 1, 2026, the salary schedule in Appendix I will be increased by a COLA percentage 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. The 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. For purposes of this provision, the COLA percentage will not be less than 2.0% nor more than 5.0%. Thus, by way of example, if the rolling ten (10)-year average of the CPI-U for the Boston-Cambridge-Newton, MA-NH all items index is 1.5% the applicable COLA percentage will be 2.0%; if it is 3.5% the applicable COLA percentage will be 3.5%; if it is 5.5% the applicable COLA percentage will be 5.0%. *(Amended: October 2023)*

C. It is clearly understood that in the event that this Agreement expires without a successor Agreement being settled prior to July 1, 2027 that no further COLA percentage after July 1, 2026 will be generated or applied under the Agreement even though the Agreement has 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 PELRB if a successor Agreement has not been settled by July 1, 2027. *(Amended: October 2023)*

D. Step Advancement: After initial placement on the salary schedule, bargaining unit members will advance one (1) Step, if available, on the salary schedule annually, on July 1. *(Amended: October 2023)*

E. Special Detail/Detective Stipends:

Effective July 1, 2023, Special Details (School Resource Officer, Canine Handler, Community Policing Officer, Training Officer, Comfort Dog) will receive the following annual stipends:

<u>STEP</u>	<u>ANNUAL STIPEND</u>
1	\$2,000.00
2	\$2,500.00
3	\$3,000.00

Effective July 1, 2023, current officers in Special Detail positions will be placed on the following Steps on the Special Details stipend schedule:

<u>NAME</u>	<u>STEP</u>
Thomas	3
Potter	2
Stacy	3
Werner	3
Maloney	1

Effective July 1, 2023, Detectives will receive the following annual stipends:

<u>STEP</u>	<u>ANNUAL STIPEND</u>
1	\$2,500.00
2	\$3,000.00
3	\$3,500.00
4	\$4,000.00
5	\$5,000.00

Effective July 1, 2023, current officers in Detective positions will be placed on the following Steps on the Detective stipend schedule:

<u>NAME</u>	<u>STEP</u>
Jones	5
Kozlowski	5
Widerstrom	5
Lukacz	5
Fredrickson	2
Raizes	2
Denman	1

After initial placement, on the above stipend schedules, employees will annually advance one (1) Step, if available, on each subsequent July 1.

On July 1, 2024, July 1, 2025, and July 1, 2026, the Special Detail/Detective stipends will be increased by the same COLA percentage as calculated in Section 18-B above. (*Amended: February 19, 1987; April 10, 1990; October 1994; March 19, 1999; October 6, 2003; February 6, 2012; September 7, 2016; October 2023*)

**19. MASTER PATROL OFFICER DESIGNATION**

A. The designation of Master Patrol Officer will have no connection to wages/salaries – it will simply be a designation/title.

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

1. The Patrol Officer must have completed ten (10) years of consecutive service with the Department as a full-time police officer.
2. The eligible officer must have met all standards for Patrol Officer as mandated by the Department's Manual of Rules and Regulations, and all General Orders of the Department.
3. The officer will have maintained a level of satisfactory attendance at Departmental training sessions.
4. Regarding disciplinary matters, the officer will not have, through a due process disciplinary action, been formally penalized, or served a portion of the resulting penalty (under the mandates of Sections 40.00 through 40.23 of the Department's Manual of Rules and Regulations) within a period of twenty-four (24) months prior to receiving the Master Patrol Officer designation. An officer who has been penalized through a due process disciplinary action during the past twenty-four (24) months may apply to the Chief for a waiver. The Chief may or may not grant the waiver, at the Chief's discretion.

C. Master Patrol Officers, by virtue of this designation and years of experience, are expected to serve as positive role models and uphold the highest standards of excellence and professionalism within the organization. Prior to a supervisor arriving on-scene the most senior Master

Patrol Officer will take charge at a crime scene or critical incident and will direct the activities of all junior officers. The Commission reserves the right to remove the Master Patrol Officer designation from an individual officer as the result of a due process disciplinary action.

D. Employees may submit a written request for the designation of Master Patrol Officer to the Chief. If the Chief determines that all criteria have been met, the designation will then be made by the Commission upon recommendation by the Chief. *(Amended: October 2023)*

## **20. HOURS OF DUTY**

The hours of duty will be established by the Chief. However, during the term of this Agreement, the parties will continue to abide by the following provisions:

A. Shift pick will be set up so that patrol officers will work four (4) ten (10) hour days in succession, followed by three (3) consecutive days off. Days off will vary based on the schedule submitted to the Chief by the Captain.

B. Overtime pay will be triggered after the tenth (10<sup>th</sup>) hour of a scheduled shift.

C. For purposes of Section 29 - Holidays of this Agreement, eight (8) hours of pay will be paid for each of the Holidays identified.

D. Use of any type of leave will reflect actual hours taken. For example, if a patrol officer takes one (1) scheduled ten (10) hour shift off, the officer will have ten (10) hours deducted from the applicable leave allotment.

E. A training day is traditionally eight (8) hours. If a patrol officer attends eight (8) hours of training, the officer will be obligated – if practical – to physically complete the remaining two (2) hours of their shift at the police station. The patrol officer may use the remaining two (2) hours to do case management, physical training, or any other activity approved by the shift commander or the Personnel Training Division.

F. A patrol officer will only be eligible for overtime on a training day once the training day has exceeded ten (10) hours. However, if a patrol officer attends a week-long training session, during that week only, a patrol officer will be eligible for overtime once a training day has exceeded eight (8) hours. *(Amended: November 2019)*

## **21. OVERTIME**

No officer will be required to work more than their regular shift or forty (40) hour week except as provided in this Section. Any officer required to do so will be paid at a rate of pay one and one-half times the officer's regular hourly rate of pay, and this pay will be referred to as overtime pay. Overtime pay 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, up to the first hour, will be paid as one (1) hour at overtime pay. Any time worked over this first hour will be paid at overtime pay for only the time actually 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 pay purposes. Overtime pay will not be compounded, pyramided, or added to compensation for any other purpose, including but not limited to court appearances or call backs. Outside work details are not subject to this limitation. *(Amended: July 1, 1981; October 6, 2003)*

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

## **22. 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 (SOPs).

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

## **23. TRAVEL/TRAINING REIMBURSEMENT**

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

B. Officers who are ordered to report to work (including training) at a location other than the Portsmouth Police Station and outside a twenty (20) mile radius of the Portsmouth Police Station, will be compensated for the time spent traveling to and from the training or duty. The officer will also receive mileage reimbursement if the officer uses their own personal vehicle. The point of reference for computing travel time and mileage will be Portsmouth Police Station. Overtime compensation for time spent in travel will be paid depending on whether the officer is on duty in excess of the officer's regularly scheduled hours on a given day or over forty (40) hours in a given week. Officers returning from duty before the completion of their regularly scheduled hours (counting travel outside the twenty (20) mile radius) will report to work at the Portsmouth Police Station unless the assigned duty has occurred on a scheduled day off.

C. An officer traveling to an assigned duty station via plane, train, or bus will be compensated for time spent involved in such travel by receiving an equal number of hours off within a two-week period. Officers are expected to arrive approximately one and one-half (1 1/2) hours before planned departure for all plane transportation. Officers will be compensated for all reasonable expenses incurred travelling to and from Logan Airport, regardless of whether the officer chooses to use their own vehicle or alternate means of transportation. (*Amended: October 2023*)

D. When an officer is scheduled for training during a scheduled workday(s) the officer's work hours may, for that day(s) only, be adjusted to conform to the scheduled training. When an officer is scheduled for training during a scheduled day off, the officer at their option, may agree to adjust their day(s) off to conform to the training schedule. In any event, this shall not alleviate the Department of the obligation to pay overtime pay for hours worked in excess of the officer's regularly scheduled hours in a day or over forty (40) hours in a week.

E. When training is to occur on consecutive days and overnight accommodations are provided at or near the training site, officers will be compensated in accordance with Section 23-B above, except compensation for travel will be limited to one (1) trip to the training site and one (1) trip returning from the training site unless specifically ordered otherwise.

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

## **24. OUTSIDE WORK DETAILS**

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

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

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

Effective July 1, 2023, outside or private work details shall be paid sixty dollars (\$60.00) per hour with a guaranteed minimum of four (4) hours. This rate will be increased by the same COLA percentage as is defined in Section 18-B above on July 1, 2024, July 1, 2025, and July 1, 2026. Overtime and/or "Budgets" will be subject to Section 20 above. Overtime jobs carry a three (3) hour minimum. *(Amended: March 19, 1999; October 6, 2003; September 7, 2016; October 2023)*

## **25. CALL BACK PAY/SPECIAL ASSIGNMENTS**

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

## **26. COURT APPEARANCES**

If officers are required by the Department to attend Court or a hearing during off-duty hours they shall be paid a three (3) hour minimum at their overtime pay rate but shall pay to the Department any and all witness fees paid to them for attending the Court or the hearing. This will include Local, County, State and Federal Courts. *(Amended: July 1, 1983)* Any officer who becomes eligible for this pay will fill out an overtime slip showing the time arrived in Court and the time left, along with the name of the Defendant in the case. Officers calling in sick for Court are not eligible to work overtime or outside



details within a twenty-four (24) hour period. Compensation for court appearances may not be compounded, pyramided, or added to compensation for any other purpose unless the officer has had at least a fifteen (15) minute break in service after the court appearance. The Department will make every effort to reschedule court appearances for officers who are out on Injured Leave. In the event the case cannot be continued, and the officer is physically able to appear in Court, no overtime compensation will be paid. (*Amended: October 1994; October 6, 2003*)

**27. EXCHANGE OF DAYS OFF**

Bargaining unit members shall be permitted to substitute or exchange time with other bargaining unit members of equal rank if determined by the officer in command to be equally qualified and provided that all substitutions in each individual case shall be permitted only with the approval of the Chief or designee. Any arrangements for exchanges of days off will be made by the parties desiring the exchange. Days off will be arranged so that both parties will have made use of the exchange in a fourteen (14) day period or two (2) work weeks. Members desiring swaps under the provisions of this Section hereby waive their rights to the provisions set forth in Chapter 464:1, New Hampshire Laws 1965, otherwise known as the Forty-Hour Bill.

**28. SHIFT ASSIGNMENTS**

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

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

**29. HOLIDAYS**

The following Holidays will be paid Holidays for all bargaining unit members regardless of whether their day off falls on the Holiday or not, nor if it falls during annual, sick, or injured leave:

INDEPENDENCE DAY  
LABOR DAY  
INDIGENOUS PEOPLES' DAY  
VETERANS DAY  
THANKSGIVING DAY  
FRIDAY FOLLOWING THANKSGIVING DAY  
CHRISTMAS DAY  
NEW YEARS DAY  
DR. MARTIN LUTHER KING, JR. DAY

WASHINGTON'S BIRTHDAY  
GOOD FRIDAY (one-half day)  
MEMORIAL DAY  
JUNETEENTH

**30. PERSONAL DAYS**

All permanent police officers shall be entitled to forty (40) hours off per Fiscal Year which will be classified as Personal Days with pay. These days may be utilized only when authorized by the Shift Commander or Supervisor and must not require the hiring of overtime. They shall be used within the Fiscal Year earned or lost. *(Amended: February 19, 1987; March 19, 1999; October 2023)*

**31. VACATION ACCRUAL**

A. All new hires will accrue 6.664 hours of vacation time per month during the first twelve (12) months of employment with the Department.

B. After a new hire who is not a lateral hire has completed their first twelve (12) months of employment with the Department, they will be awarded eighty (80) hours of vacation time and will then follow the Vacation Accrual chart below.

C. After a new hire who is a lateral hire has completed their first twelve (12) months of employment with the Department, they may be placed by the Chief on the Vacation Accrual chart below based on their prior law enforcement experience, except that no lateral hire will be placed on the Vacation Accrual chart at a level higher than any similarly tenured current bargaining unit member.

	<b><u>ACCRUAL</u></b>
After Completing 1 Year Of Employment With The Department	80 hours
After Completing 2 Years Of Employment With The Department	88 hours
After Completing 3 Years Of Employment With The Department	96 hours
After Completing 4 Years Of Employment With The Department	104 hours
After Completing 5 Years Of Employment With The Department	112 hours
After Completing 6 Years Of Employment With The Department	120 hours
After Completing 7 Years Of Employment With The Department	128 hours
After Completing 8 Years Of Employment With The Department	136 hours
After Completing 9 Years Of Employment With The Department	144 hours
After Completing 10 Years Of Employment With The Department	152 hours
After Completing 11 Years Of Employment With The Department	160 hours
After Completing 12 Years Of Employment With The Department	176 hours
After Completing 13 Years Of Employment With The Department	184 hours
After Completing 14 Years Of Employment With The Department	192 hours
After Completing 15 Years Of Employment With The Department	200 hours
After Completing 16 Years Of Employment With The Department	208 hours
After Completing 17 Years Of Employment With The Department	216 hours
After Completing 18 Years Of Employment With The Department	224 hours
After Completing 19 Years Of Employment With The Department	232 hours
After Completing 20 Years Of Employment With The Department	240 hours

D. Each bargaining unit member may accumulate up to four hundred (400) hours of vacation time. Vacation time may be accumulated from year-to-year by saving a maximum of one third (1/3) of vacation time in a year. *(Amended: July 1, 1982; April 10, 1990; October 2023)*

### **32. VACATION PICK**

A. Full week vacation picks will be made two (2) times per year through a summer vacation pick and a winter vacation pick. The summer vacation pick will cover the period from the first Saturday in May through the first Friday in December. The winter vacation pick will cover the period from the first Saturday in December through the first Friday in May.

B. Sixty (60) days prior to the start of each vacation pick, a list of full weeks (Saturday through Friday) will be posted, along with a list of Officers by seniority. The most senior Officer, and each Officer thereafter, can pick up to two (2) weeks of vacation before the pick moves to the next Officer. Once all Officers have made their initial vacation picks, the process will restart with the most senior Officer, and proceed again in the same manner, with Officers picking among the remaining vacation slots. No more than three (3) Officers can pick the same vacation week.

C. Reasonable efforts will be made to notify an Officer once the pick has reached them. Each Officer will be allowed three (3) calendar days to make their vacation pick and if a pick is not made within that period, the pick will move to the next Officer. Any Officer who has been passed over in this manner may make their pick at any time thereafter.

D. The Patrol Division and the Investigative Division will have separate vacation picks, which will each be filled in the manner outlined above. Additionally, School Resource Officers, Training Officers, and Task Force Officers (assigned to ICAC, DEA, FBI, etc.) will be listed separately from Officers in the Patrol Division and the Investigative Division.

E. Nothing in this Section will prevent an Officer from requesting the use of earned time during any part of the year provided the Officer submits a vacation time request form for review and approval by the Chief or designee. *(Amended: October 2023)*

### **33. SICK LEAVE**

A. Accrual of sick leave without loss of pay shall be computed at the rate of fifteen (15) Days (120 hours) per year, or one and one quarter (1 1/4) days (10 hours) per month, up to a maximum accumulation of one hundred and fifty (150) days (1,200 hours).

B. Officers calling out sick must speak to a Supervisor. Officers who call out sick for work or Court are not eligible to work in any law enforcement capacity, including but not limited to their regularly scheduled shift, swaps, overtime, or outside details for twenty-four (24) hours from the time they notify the Department.

C. There is no payout for accrued but unused sick leave. *(Revised February 15, 1998, October 6, 2003, October 2023)*

### **34. 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.

### **35. 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 Department overtime or 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)*

### **36. MILITARY LEAVE**

Except as noted herein, the Department will follow the City's Military Leave Policy.

### **37. INJURED LEAVE**

A. When a police officer is absent from duty because of sickness or injury which does not arise out of the performance of their duties, and such sickness or injury is certified by a registered physician approved by the Commission, full base pay for lost time will be allowed subject to the provisions of Section 37-C below.

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

officer in recovering the amount has been deducted. Employees shall not be eligible to work Departmental overtime or outside work details while on Injured Leave. (Amended: October 6, 2003)

C. The procedure for the administration of Section 37-A and 37-B above shall be as follows: Full base pay will be allowed for sickness or injury as provided in Section 37-A above through the sick leave accumulated by the officer as provided in Section 33 above. The ninety (90) day period and any additional time allowed by the Commission under Paragraph 37-B above shall be for continuous absence caused by injury incurred in the performance of police duties and shall not be cumulative. In any case, it shall be the duty of the officer to have the officer's attending physician certify to the Chief within four (4) days of such illness or injury, giving a report containing the cause of the illness or injury and estimated duration of the illness or injury. No provision of Section 35-A and 35-B above shall be construed to prevent the Commission from directing the Chief to investigate any illness or injury so certified, and to require an examination by two (2) physicians selected by the Chief or the Commission. *(Amended: July 1, 1980)*

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

### **38. TEMPORARY ALTERNATIVE DUTY (LIGHT-DUTY)**

A. In compliance with NH RSA 281-A:23-b, the Commission may provide temporary alternative duty (light-duty) assignments for injured bargaining unit members.

B. Bargaining unit members covered by this Agreement who have been on authorized leave due to illness or injury, may request a light-duty assignment. The bargaining unit member must provide a release from their physician utilizing the State forms outlining the duties that can and cannot be performed. The bargaining unit member will return to a light-duty assignment within the sworn service of the Department. Said light-duty assignments shall be in accordance with the following:

1. PATROL DIVISION – Bargaining unit members assigned to the Patrol Division who request light-duty in accordance with this Section may be assigned to work light-duty assignments within the Patrol Division or as call takers in the Dispatch Center and will have the same work schedule, subject to authorization from their physician and the availability of a light-duty assignment. Bargaining unit members may also be assigned administrative tasks such as, but not limited to, updating warrant files, assisting with managing the outside work book, etc. The Department will make a reasonable attempt to insure that the bargaining unit member's days off and hours of light-duty will coincide, to the extent possible, with the bargaining unit member's previously selected shift. If a bargaining unit member cannot be assigned to their previously selected shift due to the lack of light-duty work, the Department will consider the bargaining unit member's individual circumstances in making a light-duty assignment.
2. SPECIAL DETAILS – Bargaining unit members assigned to Special Details may perform light-duty that is consistent with Special Detail assignments or within the Dispatch Center as call takers. Bargaining unit members may also be assigned administrative tasks such as, but not limited to, updating warrant files, assisting with managing the outside work book, etc.

C. Nothing in this Section will be construed as conflicting with the Injured Leave Section (Section 37 above) of this Agreement.

D. It shall be entirely optional for bargaining unit members with non-work-related injuries or illnesses to accept a light-duty assignment. It is the sole discretion of the Chief whether to offer a light-duty assignment to bargaining unit members who are injured off-duty. Bargaining unit members who return to a light-duty position due to an off-duty injury will receive compensation for hours worked. Bargaining unit members 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 will not require bargaining unit member to report for light-duty work if there is no light-duty work available.

F. Light-duty assignments will not affect shift assignments, shift bid possibilities, or other bargaining unit members. Bargaining unit members assigned to light-duty shall be assigned to the same shift as their assignment before injury, subject to the limitations set forth above.

G. The Chief may require a bargaining unit member to be examined by the Work Performance Center any time after four (4) weeks if the Chief has a concern that the bargaining unit member is fit for regular duty. The bargaining unit member may request a mutually acceptable neutral physician to render an opinion if they contest the Department's ruling. The neutral physician shall be designated jointly by the City's physician and the bargaining unit member's physician as soon as practicable under the circumstances. The two (2) physicians shall endeavor to designate a neutral physician capable of examining the bargaining unit member within seven (7) calendar days of their designation as neutral physician. The costs of the neutral physician shall be borne by the City. If the report of the neutral physician supports the assignment of full-duty, the bargaining unit member shall forthwith report for appropriate duty. If the report does not support the assignment of full-duty, the bargaining unit member shall remain on light-duty status. Each physician who administers an examination under this procedure shall be provided, by the City, a detailed analysis of the physical requirements of the task(s) to which the bargaining unit members shall be assigned if returned to limited duty, and shall be asked to make a determination of the fitness of the examined bargaining unit members to perform limited duty based on the specific physical requirements of each limited duty task. Each physician who determines that an examined bargaining unit members is capable of being assigned to limited duty shall be required to specify in their report which, if any, limited duty task(s) the examined bargaining unit member is capable of performing, and the recommended number of hours per day and per week that the bargaining unit member may be assigned to limited duty.

H. Bargaining unit members who are assigned to light-duty will not be eligible to work overtime listed in the outside work book which includes "budgets" or "outside details."

I. A bargaining unit member whose physician has approved them for a light-duty assignment and who loses any workman's compensation benefits for refusal to accept temporary alternative duty offered by the Department will not be eligible for Injured Leave. *(Amended: March 19, 1999)*

### **39. WORKMAN'S COMPENSATION INSURANCE**

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

### **40. HEALTH 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.

B. 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. *(Amended: October 2023)*

C. The City will pay a stipend of five hundred dollars (\$500.00) per quarter to any bargaining unit member 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 submission of written proof of alternative employer-sponsored health insurance coverage. An employee whose spouse is employed by the City and receives health insurance coverage from the City under the spouse's plan will not be eligible for this buyout. If the employee is found to have dual coverage the employee must pay back to the City an amount equal to the premiums paid by the City during the time of dual coverage. *(Amended: March 19, 1999; October 6, 2003; September 7, 2016; November 2019)*

D. The Union will participate on any City-wide committee convened to explore health insurance options.

E. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance options 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.

#### **41. DENTAL INSURANCE**

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

#### **42. LIABILITY INSURANCE**

The City shall provide, at no cost to the employee, insurance coverage in the amount of \$1,000,000 for liability protection for actions arising out of the performance of the employee's duties, including action for False Arrest. This liability insurance also automatically includes Accidental Death Coverage up to \$10,000.00 per person. *(Amended: July 1, 1981)*

#### **43. LIFE INSURANCE**

The City shall provide, at no cost to the employee, life insurance coverage of no less than one times base salary on each member of the bargaining unit. *(Amended: July 1, 1976)*

**44. FUNERAL AND EMERGENCY LEAVE**

In the event of the death of one of the following relatives of any bargaining unit member, the bargaining unit member shall be entitled to leave without loss of pay for three (3) consecutive calendar days, which shall include regularly scheduled days off. The purpose of this leave is to attend the funeral or memorial service for the deceased relative. Either before the leave is taken or upon returning to duty the bargaining unit member will complete a funeral leave form so that it can be recorded in their personnel file. Relatives covered are:

Current Spouse	Child	Step-Child
Mother	Father	Step-Mother
Step-Father	Mother-In-Law	Father-In-Law
Grandchild	Sister	Brother
Niece	Nephew	Sister-In-Law
Bother-In-Law	Maternal Grandparent	Paternal Grandparent
Aunt	Uncle	

The above list of relatives will apply to the relatives of both the employee and their current spouse. On application of the employee, in addition to Funeral Leave, the Chief may grant additional Emergency Leave if in the Chief's opinion the circumstances warrant. *(Amended: July 1, 1981; February 19, 1987; October 6, 2003)*

**45. LONGEVITY STIPEND**

Effective July 1, 2023, bargaining unit members will receive the following annual Longevity Stipends:

<u>YEARS COMPLETED IN THE DEPARTMENT</u>	<u>ANNUAL STIPEND</u>
5 to 9	\$500.00
10 to 14	\$1,000.00
15 to 19	\$1,500.00
20+	\$2,000.00

These amounts will be increased by the same COLA percentage as is defined in Section 18-B above on July 1, 2024, July 1, 2025, and July 1, 2026. Longevity Stipends will be paid in December.

**46. CLOTHING ALLOWANCE**

Effective July 1, 2023, the City will annually provide the amount of \$943.64 to be paid to each bargaining unit member for the purpose of purchasing uniforms and/or clothing worn as part of the uniform. Said amount(s) will be paid on or about July 1 of each of Fiscal Year, or at such time set by the Commission. The uniform is outlined in Department SOP P-102. This amount will be increased by the same COLA percentage as is defined in Section 18-B above on July 1, 2024, July 1, 2025, and July 1, 2026.

The City will repair any article of clothing at no cost to the bargaining unit member 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 bargaining unit member.



All new employees hired between July 1 and December 31 will receive a complete and full uniform including equipment at the expense of the Department and this shall be considered the clothing allotment for that Fiscal Year. If a new employee is hired between January 1 and June 30, a uniform and equipment will be supplied, however, the allowance will be one-half (1/2) of the usual amount for the next Fiscal Year. In the event of a change in duty from Line Officer to the Detective Division and Youth Services Division, or from the Detective Division and Youth Services Division to Line Duty, an additional \$100.00 clothing allowance will be paid. *(Amended: July 1, 1975; February 19, 1987; April 10, 1990; March 19, 1999; October 6, 2003; November 2019; October 2023)*

#### 47. GRIEVANCE PROCEDURE

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

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

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

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

D. If the grievance cannot be satisfactorily settled between the Chief and the representatives of the Union, the matter will be referred to the Commission within ten (10) days after the Chief's answer. The Commission shall meet with the Union for a hearing on the grievance within twenty (20) days of their request for said hearing. If the issue involves discipline, the Commission may require the grievant or the employee on whose behalf the grievance was filed to appear at the Commission hearing. In the event the Commission requires the presence of the grievant at the hearing, the officer will be entitled to overtime pay provided the officer has worked more than eight (8) hours per day/forty (40) hours per week as stated in Section 20 above. *(Amended: October 6, 2003)*

#### E. Arbitration

1. If the grievance has not been resolved to the satisfaction of the aggrieved employee, the Union may, by giving notice to the Commission within ten (10) working days after the conclusion of the meeting referred to in Section 45-D above, submit the grievance to arbitration. Such notice shall be addressed in writing to the Commission.
2. If the Union elects to proceed to arbitration, the Commission or a 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 from the arbitrator 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 as outlined in Section 45-E-1 above. In such event, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association then applicable to voluntary labor arbitration.

3. The Commission and the Union agree that they will each be responsible for their own costs, including overtime, for their preparation, participation, and presentation at arbitration. The Commission and the Union further agree that they shall equally share in the compensation and the expenses of the arbitrator. *(Amended: October 6, 2003)*
4. The function of the arbitrator is to determine the interpretation of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any power or authority to award or determine, any change in, modification or alteration of, addition to, or deduction from any other provision of this Agreement. The arbitrator may or may not make their award retroactive to the initial filing date of the grievance as the equities of the case may require.
5. Each grievance shall be separately processed at any arbitration proceeding hereunder unless the parties otherwise agree.
6. The Arbitrator shall furnish a written opinion specifying the reasons for their decision. The decision of the arbitrator, if within the scope of their authority and power within this Agreement, shall be final and binding upon the Union, the Commission, and the aggrieved employee who initiated the grievance.
7. The arbitration provisions of this Section shall be subject to NH RSA 542 - Arbitration of Disputes.

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

#### **48. SAFETY AND HEALTH**

The parties to this Agreement will cooperate in the enforcement of safety rules and regulations. Complaints concerning the safety of members or unhealthy working conditions will be a matter of grievance as provided in Section 45 above.

#### **49. CRUISER MAINTENANCE**

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

#### **50. PRESENT BENEFITS**

All benefits now in existence and which are not specifically contained in this Agreement shall continue to accrue to said employees and shall be made a part of this Agreement.

**51. SEPARABILITY**

Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by a 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 shall prevail.

**52. REOPENING OF AGREEMENT**

The Commission and the Union agree that all terms of this Agreement relating to working conditions shall be opened for additions or omissions at any time upon agreement of both parties.

**53. DURATION OF AGREEMENT**

The terms of this Agreement shall be in effect, where reasonable, 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 the Agreement. Such a termination shall not be effective until sixty (60) days after receipt by registered mail of the notice of termination. No cost item shall be retroactive unless specifically provided by the terms of this Agreement and approved by the City Council. *(Amended: March 4, 1987; February 19, 1987; April 10, 1990; October, 1994; October 6, 2003; February 21, 2012; September 7, 2016; November 2019; October 2023)*

**54. NO STRIKE/LOCKOUT**

During the life of this Agreement, neither the Union nor any Union Officer, Union Representative, or bargaining unit member 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 Section. In the event of a violation of this Section, either the Commission or the Union may at its option, institute court proceedings, proceedings before the Public Employee Labor Relations Board, and/or arbitration pursuant to the procedures described in Section 46 above.

**55. PERFORMANCE EVALUATION SYSTEM**

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

**56. EDUCATIONAL STIPEND**

Effective July 1, 2023, permanent full-time bargaining unit members will be eligible to receive, in addition to their annual salary, an Educational Stipend according to the following chart:

<u>DEGREE</u>	<u>AMOUNT OF STIPEND</u>
Veteran’s Incentive/Associate’s Degree	1.5% of base pay
Bachelor’s Degree	2.5% of base pay
MA/MS/PhD/JD	3.0% of base pay

Educational Stipends are non-cumulative and shall be paid in two (2) installments, the first of which shall be due on the first wage payment date during the month of December, and the second of which shall be due on the first wage payment date in July for the balance of base earnings through June 30.

Educational 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 bargaining unit member 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 to be eligible for the benefit. A certified copy of the degree shall be placed on file with the Department to be eligible for payment.

Bargaining unit members who are honorably discharged from the armed forces will receive the Veteran's Incentive stipend, payable in two installments (December and July). Any bargaining unit member who is eligible for both a degree-based stipend and the Veteran's Incentive stipend will receive only one stipend, whichever is greater. *(Amended: November 2019, October 2023)*

#### **57. UNION LEAVE**

Those bargaining unit members who also serve on the Union's Executive Board will be allowed to a total combined aggregate of forty (40) hours per fiscal year to attend Union-related activities such as training, seminars, conventions, and quarterly meetings on Department time with no loss of pay or benefits. Use of this leave time will be requested by submitting an unscheduled leave form to the Department and will be subject to the same limits and restrictions as other requests for the use of unscheduled leave. The Chief will have the discretion to permit additional leave for this purpose. *(Amended: October 2023)*

#### **58. BODY-WORN CAMERAS AND IN-CAR VIDEO POLICY**

All bargaining unit members will be required to comply with the Body-Worn Cameras And In-Car Video policy attached hereto as Appendix III. *(Amended: October 2023)*

#### **59. LONG-TERM DISABILITY INSURANCE**

Within sixty (60) days of the date of the final execution of this Agreement, the City will provide bargaining unit members with long term disability insurance coverage. Benefits will be consistent with those outlined in the attached Appendix IV although the City retains the discretion to use an insurer of its choosing *(Amended: October 2023)*

#### **60. AUTOMOBILE FOR ICAC DETECTIVE**

The Internet Crimes Against Children ("ICAC") Detective will be provided with an automobile suitable for use in the performance of official duties. Recognizing that this position covers the entire State of New Hampshire, it is understood and agreed that this automobile may also be used for personal business. *(Amended: October 2023)*

**SIGNATURES**


Dated this 20<sup>th</sup> day of November, 2023.


Portsmouth Police Patrolman's Union,  
NEPBA Local #11

  
\_\_\_\_\_  
President Erik Widerstrom

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

Step	Annual	BI-Weekly	Dally	Hourly	OT
18	84,014.00	3,231.31	323.13	40.39	60.59
17	82,367.00	3,167.96	316.80	39.60	59.40
16	80,752.00	3,105.85	310.58	38.82	58.23
15	79,169.00	3,044.96	304.50	38.06	57.09
14	77,616.00	2,985.23	298.52	37.32	55.97
13	76,095.00	2,926.73	292.67	36.58	54.88
12	74,602.00	2,869.31	286.93	35.87	53.80
11	73,140.00	2,813.08	281.31	35.16	52.75
10	71,706.00	2,757.92	275.79	34.47	51.71
9	70,300.00	2,703.85	270.38	33.80	50.70
8	68,921.00	2,650.81	265.08	33.14	49.70
7	67,570.00	2,598.85	259.88	32.49	48.73
6	66,245.00	2,547.88	254.79	31.85	47.77
5	64,946.00	2,497.92	249.79	31.22	46.84
4	63,672.00	2,448.92	244.89	30.61	45.92
3	62,424.00	2,400.92	240.09	30.01	45.02
2	61,200.00	2,353.85	235.38	29.42	44.13
1	60,000.00	2,307.69	230.77	28.85	43.27

## APPENDIX II

Stacy	18
Jones	18
Lukacz	18
Raizes	18
Kozlowski	17
Widerstrom	16
Fredrickson	13
Thomas	11
Dupuis	11
Potter	9
Werner	9
Melanson	7
Maloney	7
Loughlin	8
Denman	6
Loureiro	6
McMillen	9
Brandt	6
Halle	6
Dente	5
Conroy	5
Fisher	5
Kennedy	10
Meyer	8
Caldwell	10
Mulcahey	7
Mahoney	5
DiGaetano	7
Nicoll	4
Rohde, C.	4
Rohde, J.	5
Stark	5
Efstathiou	3
Johnson	2
Husaini	2
Cattani	2
Cardno	2
Peete	1
Ashton	1
Antonellis	1
Young	4
McBride	4
Genese	1

## 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.

# APPENDIX IV

## CERTIFICATE OF INSURANCE

### GROUP LONG TERM DISABILITY INSURANCE

City of Portsmouth  
New Hampshire  
All Eligible Fire, Fire Officers, PMA and SMA Employees



Administered by: HealthTrust, Inc.

Class# 01 Suffix: 226

## SCHEDULE OF BENEFITS

Employer(s):	City of Portsmouth
Plan Number:	73226
Original Plan Effective Date:	July 1, 2017
Benefits Revised Date:	January 1, 2019
Eligible Class:	Class 01: All Eligible Fire, Fire Officers, PMA and SMA Employees
Employer Premium Contribution:	100%
Elimination Period:	60 consecutive calendar days
Minimum Hourly Work Requirement:	25 hours per week
Waiting Period:	6 months - The waiting period is waived for current employees who increase their hours to a benefit eligible status
Evidence of Insurability:	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue
Employee Eligibility Date:	First of month following or coinciding with completion of the Waiting Period
Minimum Participation Requirement:	100%
Leaves and Sabbaticals:	Coverage with premium payment while on FMLA leave; Coverage with premium payment until the end of the month following the month in which a Paid or Unpaid Leave or Layoff began
Definition of Disability:	Zero Day
Own Occupation Period:	24 months following the end of the Elimination Period
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period
Cumulative Elimination Period:	30 Calendar Days
Recurrent Disability:	6 months
Predisability Earnings:	Base pay only
Maximum Monthly Covered Salary:	\$15,000

LTD Benefit Percentage: 66 2/3% for 26 months (including the Elimination Period); 20% thereafter

Maximum Monthly Benefit: \$10,000 for 26 months (including the Elimination Period); \$3,000 thereafter

Guarantee Issue: \$10,000 for 26 months (including the Elimination Period); \$3,000 thereafter

Minimum Monthly Benefit: Greater of \$100 or 10% of Gross LTD Benefit

Maximum Benefit Period:

Age at Disablement	Benefit Duration*
Prior to age 63	48 months
63	42 months
64	36 months
65	30 months
66	27 months
67	24 months
68	21 months
69 or older	18 months

\*To the later of: 1) the specified length of time as stated above, or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as revised.

Work Incentive Period: First 12 months of Disability with Work Earnings

LTD Benefit Calculation: Standard – Non-Contract Day

Sick Pay: Pays in addition to Sick Pay

Social Security Integration: Full Family

Freeze Type: General Freeze

Pre-existing Condition Exclusion: 3 months/3 months/9 months

Mental Disorder Limitation: 24 Months Lifetime unless hospital confined

Substance Abuse Limitation: 24 Months Lifetime unless hospital confined

Claim Payment Method: Monthly

Child-Family Care  
Expense Adjustment: Included

Reasonable Accommodation  
Expense Benefit: Included

Rehabilitation Benefit: Included

Survivor Benefit: Included

GLDI-C400-(12/06)

REV. 02/04/2019