

**WORKING AGREEMENT**

**BETWEEN**

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

**AND**

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

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

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1. **RECOGNITION:** The Portsmouth Police Commission (hereinafter referred to as the “Commission”) recognizes the Portsmouth Police Ranking Officers Association, NEPBA #220 (hereinafter referred to as the “Association”) as the sole and exclusive bargaining agent for all permanent members of the Portsmouth Police Department (hereinafter referred to as the “Department”) above the rank of Patrolman for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. Nothing in this Agreement shall deprive or limit any member of the Department or of the Association in the exercise of any rights, powers and liberties granted them by the laws of the State of New Hampshire or the United States of America.
  
2. **MANAGEMENT RIGHTS:** The Association recognizes the prerogative of management to operate and manage its affairs in all respects in accordance with existing laws and regulations of the appropriate authorities, including municipal personnel policies and work rules. Examples of the authority retained by management include, but are not limited to, authority over:
  - A. The functions, programs, and methods of the public employer;
  - B. The use of technology in the public employer's organizational structure;
  - C. The selection, direction, and number of personnel to continue public control of government;
  - D. Budgetary considerations; and
  - E. Departmental and managerial policies.

Except as expressly or indirectly modified by clear language and a specific provision of this Agreement, the Commission retains exclusively to itself, all rights that it has or may hereafter be granted by law and shall exercise those rights without such exercise being subject to grievance or arbitration. *(Amended: March 4, 1987)*

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

3. **EMPLOYEE RIGHTS:**
  - A. The Commission and the Association agree not to discriminate against any employee covered by this Agreement in conditions of employment to discourage or encourage membership in the Association, or to discriminate against any employee because said employee has given testimony, or taken part in a grievance procedure, or proceedings of the Association.
  - B. No permanent employee shall be disciplined except for just cause, and any major disciplinary actions (i.e., written warning, suspension, or dismissal) taken against any member of the Department covered by this Agreement will be subject to the grievance procedure. *(Amended: March 4, 1987)*
  - C. Association Executive Board members will be allowed a total combined aggregate of forty (40) hours per fiscal year to attend Association-related activities such as training,

seminars, conventions, and quarterly meetings on Department time with no loss of pay or benefits. The Chief will have the discretion to permit additional leave for this purpose. *(Amended: October 2023)*

4. **FAIR PRACTICES:** The Commission, the Department, and the Union reaffirm and will maintain a policy not to discriminate against any person because of race, creed, color, national origin, sex, age, marital status, veteran status, qualified disability, participation in Union activities or affairs or any other status or characteristic protected by Federal, State or Local law or ordinance. *(Amended: November 2019)*
5. **MANAGEMENT - LABOR MEETINGS:** Officers of the Association shall be allowed to meet with the Commission whenever necessary to carry out the contents and purposes of this Agreement. No more than three (3) officers shall be designated. Officers who are off duty will not be compensated for their attendance at meetings or hearings related to grievances, including arbitration hearings, but off-duty officers are entitled to compensation for attending negotiations and labor-management meetings. *(Amended: July 19, 2004)*
6. **PROBATIONARY PERIOD:** All new ranking officers shall serve a probationary period as prescribed by the Commission not to exceed one (1) year. All those who satisfactorily complete their probationary period shall be known as permanent ranking officers, and their probationary period shall be included when computing seniority. Ranking officers, upon completion of their probationary period, will be provided with a copy of this Agreement at the Department's expense, including all appendices, hereto.
7. **RESIDENCY:** As a condition of employment, all ranking officers in the Department shall, within six (6) months of employment, become domiciled to within a thirty (30) mile radius of the border of the City and shall remain domiciled within that radius during their term of employment. *(Amended: March 4, 1985; March 4, 1987; July 19, 2004; September 7, 2016)*
8. **SENIORITY:** The seniority of a ranking officer shall be determined by time in grade. If more than one (1) employee was promoted on the same date, seniority shall be determined by the highest test score (if applicable). Otherwise, seniority shall be determined by length of service in present grade. If all the above are equal between two (2) or more employees, seniority will be determined by a method which is agreeable to all parties concerned, such as a test, coin flip, etc.
9. **VACANCIES:** Vacancies in the ranking officer ranks shall be filled as determined by the Chief and Commission. *(Amended: July 19, 2004)*
10. **SPECIAL DETAILS:** All ranking officers shall be eligible to fill any vacancy which may occur, whether said vacancy is in the Patrol Division or in the Investigative Division, or any other Special Detail position which may be instituted. Promotions to these positions shall be filled in the same manner as any other promotion.
11. **PROMOTIONS AND TRANSFERS:** The parties will work cooperatively on developing a promotional process that is mutually acceptable. *(Amended: November 2019, October 2023)*
12. **PERSONNEL REDUCTION:** In the event of a reduction in the ranks of the Department, employees with the least seniority will be first to be reduced in rank. Re-hiring will be done opposite the laying-off procedure, in that the last officer laid off will be the first to be re-hired. Should any such employee refuse to be re-hired for whatever reason, the employee will lose all seniority and be placed at the bottom of the re-hiring list. *(Amended: March 4, 1987)*
13. **RETREAT RIGHTS:**
  - A. This provision will only apply when there is a reduction in force in the complement of

ranking officers in the Department and there is no vacant Ranking Officer position.

- B. Under this provision, the “last in, first out” rule will apply. Because the seniority structure of the Association is based first on rank, then by time in grade, the most junior Sergeant will be the first one “out.” If the reduction in force removes more than one position from the complement of ranking officers, then this process will continue to the second most junior Sergeant, and so on.
- C. Any Sergeant affected by this provision will be included in the bargaining unit of the Portsmouth Police Patrolman’s Union, NEPBA Local #11.
- D. Any Sergeant affected by this provision will be considered demoted to the rank of Officer. The demoted Sergeant will remain at the same Sergeant salary level for one (1) year or until the salary for their new position as an Officer meets or exceeds their previous Sergeant salary. The demoted Sergeant will be subject to all other contractual provisions of the current collective bargaining agreement between the City/Commission and the Portsmouth Police Patrolman’s Union, NEPBA Local #11, as though they had never been promoted to Sergeant.
- E. The demoted Sergeant will be placed back into a seniority position based on date of hire, as though they had never been promoted to Sergeant.
- F. The demoted Sergeant will have the first right of refusal on any Sergeant position created or vacated within one (1) year from the date of their demotion. If the demoted Sergeant is not offered a Sergeant position within one (1) year from the date of their demotion, or if the demoted Sergeant at any time refuses to accept an offered Sergeant position, the demoted Sergeant will lose their first right of refusal and the Sergeant position will be filled in accordance with the regular promotion process then in effect.

**14. TEMPORARY SERVICE OUT-OF-RANK:** When a member of the Association is absent from duty for a minimum of ten (10) consecutive work days, or a minimum of fifteen (15) work days if the absence is for schooling or courses, and a specific officer of lesser rank is designated in writing by management to assume the full-time and ongoing duties and responsibilities of the absent officer, the officer will be compensated for this service at the same rate of pay as Step 1 of the rank of the employee for whom they are working. Temporary service out-of-rank does not constitute a promotion. *(Amended: March 4, 1987; January 28, 1997; July 19, 2004; October 2023)*

**15. WAGES/SALARIES:**

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

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

A Patrol Officer promoted to the position of Sergeant will be placed initially on Sergeant Step 1. A Sergeant promoted to the position of Lieutenant will be placed initially on Lieutenant Step 1. A Lieutenant promoted to the position of Captain will be placed initially on Captain Step 1.

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

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

Applicability After Contract Expires: It is clearly understood that if this four (4) year Agreement expires without a successor Agreement being settled prior to July 1, 2027, that no further COLA after July 1, 2026 will be generated or applied under the Agreement even though the Agreement may have an evergreen clause. It is further agreed that continuation of COLA is not to be deemed “status quo” as the term has been used by the NH PELRB if a successor agreement has not been settled by July 1, 2027. *(Amended: November 2019; October 2023)*

Effective July 1, 2023, Ranking Officers serving in the Investigative Division will receive the following annual stipends:

	<u>ANNUAL STIPEND</u>
To Start	\$2,424.85
After 1 Year	\$2,710.13
After 2 Years	\$2,995.36

Ranking officers serving in the Patrol Division will be paid an annual shift work differential of \$1,426.33, one half paid in December and one half paid in June. On July 1, 2024, July 1, 2025, and July 1, 2026, the Detective Stipend and shift differential will increase in the same percentage as the COLA to the salary schedule, as described above. These stipends will be prorated to reflect actual dates in the applicable position. The Department agrees to maintain the current minimum fifteen percent (15.0%) gap between top step patrol wages and first step sergeant wages. *(Amended: November 2019; October 2023)*

16. **HOURS OF DUTY:** The hours of duty shall be established by the Chief. However, during the term of this Agreement, the parties will continue to abide by the current “4 and 3” schedule. Eight (8) of the hours required for annual New Hampshire Police Standards and Training council certification on programs not required by the Department will be without compensation.

17. **OVERTIME:** No officer will be required to work more than the officer's regular shift or forty-hour week except as provided in this Section. Any officer required to do so will be paid at an overtime rate, and this pay will, hereinafter, be referred to as "Overtime Pay." Overtime 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 will be paid at the regular overtime rate for only the time worked. It is expressly understood that time spent on outside or private work details will not be counted in determining the number of hours worked for overtime distribution. With respect to any outside details for which the Chief or the Chief's designee has authorized the deployment of a Supervisor in charge of the detail, the rate of pay for the Supervisor shall be at the overtime rate for a Sergeant. *(Amended: April 3, 1990)*

Paid leave taken for Sick Leave will not count as time worked for overtime purposes. Additionally, officers will not be permitted to work an overtime shift created by the officer's own use of paid leave. Notwithstanding the above, Officers called in or held over by management to work periods contiguous to their regularly scheduled shifts shall be paid at the overtime rate. Nothing in this provision shall affect the overtime for call-back or court time minimums, outside details, or grant-funded initiatives. *(Amended: October 2023)* The Union agrees not to support (directly or indirectly) a claim against the City or the Commission for pre and post shift donning and doffing wages for the duration of this contract.

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

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



INDEPENDENCE DAY  
LABOR DAY  
INDIGENOUS PEOPLES' DAY  
VETERANS DAY  
THANKSGIVING DAY  
FRIDAY FOLLOWING THANKSGIVING DAY  
CHRISTMAS DAY

*(Amended: October 2023)*

22. **PERSONAL DAYS:** All ranking officers shall be entitled to forty (40) hours off per Fiscal Year which will be classified as "Personal Days." These days may be utilized only when sufficient coverage is available so that overtime hiring is not necessary and will be a paid day off not chargeable to any other leave. *(Amended: March 4, 1987; April 3, 1990; May 3, 1999; July 19, 2004; October 2023)*

23. **VACATIONS:** All members completing one (1) full year of service shall be entitled to eighty (80) hours of paid vacation per year and shall earn an additional eight (8) hours of paid vacation per year from the completion of the member's second year to the completion of the member's eleventh year, at which time the member shall have earned a total of one hundred and sixty (160) hours of paid vacation per year. Upon completing the member's twelfth year, the member shall earn a bonus eight (8) hours of paid vacation per year, thus earning sixteen (16) extra hours of paid vacation for the twelfth year, and will continue to earn as before, eight (8) hours of paid vacation per year to the completion of the member's twentieth year, at which time the member will have earned two hundred and forty (240) hours of paid vacation per year. Accrued vacation time may be carried over from year-to-year; however, no member may carry over more than four hundred (400) hours of vacation leave. *(Amended: July 1, 1982; July 19, 2004)*

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

The Captains assigned to the Patrol Division will coordinate any vacation pick to insure that there will not be any scheduling conflicts with the two (2) Patrol Lieutenants. The Lieutenant assigned to the Personnel and Training Division will do the same. The Captain and Lieutenant assigned to the Investigative Division will schedule their vacation picks so they will not conflict as outlined above. The two Sergeants assigned to the Investigative Division will do the same. *(Amended: July 19, 2004)*

24. **SICK LEAVE:** Accrual of sick leave without loss of pay shall be computed at the rate of fifteen (15) days per year, or one and one quarter (1 1/4) days per month, to a maximum of one hundred and fifty (150) days. There is no payout for accrued but unused sick leave. *(Amended: October 2023)*

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

**26. TEMPORARY ALTERNATIVE DUTY (LIGHT DUTY):**

- A. In compliance with NH RSA 281-A:23-b, the Chief, under delegation of authority from the Commission, *may* provide temporary alternate duty assignments (light duty) for injured employees.
- B. Employees covered by this Agreement who have been on authorized leave due to illness or injury, may request a light duty assignment. The officer must provide management with a release from his or her physician utilizing the State forms outlining the duties that can and can not be performed. The officer will return to a light duty assignment within the sworn service of the Department. Assignments shall be in accordance with the following:
  - 1. PATROL DIVISION — Employees assigned to the patrol division who request light duty in accordance with this section, may work light duty assignments within the patrol division, and will have the same work schedule, subject to authorization from his/her physician and the availability of a light duty assignment. The Department will make a reasonable attempt to ensure that the Officer's days off and hours of light duty will coincide, to the extent possible, with the officers selected shift he/she selected pursuant to the "Shift Pick". If an officer can not be assigned to his/her previously selected shift due to the lack of light duty work, the Department shall consider the officers individual circumstances in making a light duty assignment.
  - 2. SPECIAL DETAILS — Officers assigned to Special Details may perform light duty that is consistent with "Special Detail" assignments. (*Amended: July 19, 2004*)
  - 3. ADMINISTRATIVE ASSIGNMENTS — Officers assigned to administrative assignments may perform light duty that is consistent with such assignments.
- C. Nothing in this Agreement shall be construed as conflicting with the injured leave section of the Agreement.
- D. It shall be entirely optional for employees with non-work related injuries or illnesses to accept a light duty assignment. It is the sole discretion of the Chief to offer a light-duty assignment to officers who are injured off-duty. Officers who return to a light- duty position due to an off-duty injury will receive compensation for the hours worked. Officers with work-related injuries shall have priority for light duty assignments.
- E. It is understood by the parties that light duty is not intended to be used as a means of punishment. The Chief will not require an employee to report for light duty if there is no light-duty work available.
- F. Light duty assignments shall not affect the shift assignments, or shift bid possibilities, or other employees. Employees assigned to light duty shall be assigned to the same shift as their assignment before the injury, subject to the limitations in Paragraph B (1) above.
- G. Officers assigned to light duty are not eligible to work any overtime listed in the "work book" which includes "budgets" or "outside details".
- H. An employee whose physician has approved them for a light duty assignment and who loses any workers compensation benefits for refusal to accept temporary alternate duty offered by the Department shall not be eligible for injured leave.

27. **WORKERMAN'S COMPENSATION INSURANCE:** The City shall provide, at no cost to the employee, Workers' Compensation Insurance for each member of the Department. *(Amended: July 19, 2004)*

28. **HEALTH INSURANCE:**

The City will offer bargaining unit members health insurance coverage (either single person coverage, two-person coverage, or family coverage) under the AccessBlue 20 plan with a \$10/\$20/\$45 prescription plan. Effective July 1, 2023, the City will pay 85% of the premium cost and the Employee will pay 15% of the premium cost. Effective July 1, 2024, the City will pay 84% of the premium cost, and the Employee will pay 16% of the premium cost. Effective July 1, 2025, the City will pay 83% of the premium cost, and the Employee will pay 17% of the premium cost. Effective July 1, 2026, the City will pay 82% of the premium cost, and the Employee will pay 18% of the premium cost.

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

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

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

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

The City will pay a stipend of \$500.00 per quarter to any employee who is eligible for health insurance coverage under this Agreement and who instead obtains employer-sponsored health insurance coverage from a source other than the City, provided such alternative health insurance coverage does not subject the City to any additional assessment or penalty under the Affordable Care Act. Payment of this stipend will be conditioned upon the employee's submission of written proof of alternative employer-sponsored health insurance coverage. An employee whose spouse is employed by the City and receives health insurance coverage from the City under the spouse's plan will not be eligible for this buyout. Further the City will not provide health and/or dental coverage if an employee is already covered by the same or similar health and/or dental plan by the City or School Department. If the employee is found to have dual coverage, the employee must pay back to the City an amount equal to the premiums paid by the City during the time of dual coverage. *(Amended: October 1993)*

29. **DENTAL INSURANCE:** The City agrees to pay such sums as necessary each month for each permanent member and each probationary member of the Department (including their dependents) to have dental coverage under HealthTrust’s Plan 3F with a \$1,500 plan year maximum benefit. *(Amended: November 2019)*
30. **LIABILITY INSURANCE:** The City shall provide at no cost to the employee, insurance coverage in the amount of \$2,000,000 for liability protection for actions arising out of the performance of the employee's duties, including action for False Arrest.
31. **LIFE INSURANCE:** The City shall provide, at no cost to the employee, life insurance coverage of no less than one times base salary for all employees. *(Amended: November 2019)*
32. **FUNERAL AND EMERGENCY LEAVE:** In the event of the death of one of the following relatives of any member of the Department, the employee shall be entitled to leave without loss of pay for three (3) consecutive calendar days, which shall include regularly scheduled days off. The purpose of such leave shall be to attend the funeral and/or memorial service of the deceased relative. Relatives covered are:

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

The above relatives will apply to both the employee and the employee's spouse. In addition to the above, the Chief may upon written application grant up to three (3) days Emergency Leave if in the Chief's opinion, the circumstances warrant. *(Amended: March 4, 1987; October, 1993; July 19, 2004)*

33. **LONGEVITY PAY:** Effective July 1, 2023, any member having completed five (5) years of continuous service by December 31st will be paid a longevity bonus according to the following schedule:

<u>YEARS OF SERVICE WITH THE DEPARTMENT</u>	<u>STIPEND</u>
5-9	\$500.00
10-14	\$1,000.00
15-19	\$1,500.00
20+	\$2,000.00

On July 1, 2024, July 1, 2025, and July 1, 2026, the longevity stipend shall increase in the same percentage as the COLA to the salary schedule, as described in Section 14 above. *(Amended: July 19, 2004; November 2019, October 2023)*

34. **CLOTHING ALLOWANCE:** The City will provide \$1,057.00 to be paid on or about July 1, 2023 or at such time as set by the Commission, to each member of the bargaining unit for the purpose of purchasing uniforms and/or clothing worn as part of the uniform. On July 1, 2024, July 1, 2025, and July 1, 2026, the clothing allowance shall increase in the same percentage as the COLA to the salary schedule, as described in Section 15 above. The following articles are considered as part of the uniform:

Bars (Service)	Blouse	Boots (Insulated)
Cap (Summer And Winter)	Cape And Cover	Chevrons
Epaulets	Gloves (Black)	Gloves (White)
Hat Pieces	Jacket (Cruiser)	Raincoat
Scarves	Overshoes	Shirt (Short And Long)
Rain Hat	Rubbers	Ties
Shoes And/Or Repairs	Sweater (Blue)	Socks (Navy/Black)
Trousers	Underwear (Insulated)	Knife (Pocket/Jack)
Vest (Traffic Safety)	Vest (Blue Insulated)	Flashlight
Clothing Maintenance/Tailoring		

In addition to the previous list, any article of clothing required to be worn as part of the uniform will be allowed to be purchased. In addition to the above, suitable civilian clothing, such as suit coats, trousers, hats, shirts, and suits may be purchased.

The City will repair any article of clothing at no cost to the employee or replace articles of clothing at a depreciated value, based upon the age and wear of articles at the time of damage resulting from any enforcement action or legitimate police activity. Any equipment torn or otherwise damaged under like circumstances will be repaired or replaced as required at no cost to the employee.

All new employees hired between July 1st and December 31st shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered the employee's clothing allotment for the Fiscal Year. If an employee is hired between January 1st and June 30th, the employee's uniform and equipment will be supplied, however, the employee's allowance shall be one-half (1/2) of the usual amount for the next Fiscal Year. If an employee changes Divisions, an additional \$100.00 clothing allowance will be paid. (Amended November 2019, October 2023)

35. **MILITARY LEAVE:** Except as noted herein, the Department shall follow the City's Military Leave Policy. (*Amended: October 1993; July 19, 2004*)
36. **EDUCATIONAL INCENTIVE:** Permanent full-time employees of the Department shall be eligible to receive, in addition to their annual salary, advanced degree pay for the following degrees from accredited colleges:

<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

These advanced degree/incentive payments are non-cumulative and shall be paid in two (2) equal installments, the first of which shall be due on the first wage payment date during the month of December, and the second of which shall be due on the first wage payment date in July for the balance of base earnings through June 30<sup>th</sup>.

These advanced degree/incentive payments are based upon degrees conferred on or before December 1<sup>st</sup> of the year prior to payment. In the event of an anticipated change

in degree status, to allow for proper budgeting, the Employee must provide the Department with written notice of the anticipated change no later than January 31<sup>st</sup> 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. Employees who are honorably discharged from the Armed Forces will receive the Veteran's Incentive, payable in two installments (December and July). Any employee who is eligible for both the Educational Incentive and the Veteran's Incentive will receive only one Incentive, whichever is greater. (Amended: November 2019, October 2023)

**37. 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. If the matter is not resolved with the Deputy Chief, the employee shall notify the Officers of the Association in writing within seven (7) days of noting the grievance and the Officers of the Association shall determine the justification of said grievance. (Amended: July 19, 2004)
- B. If the Officers feel that a grievance exists, the Officers will arrange a meeting within five (5) days from the receipt of the grievance with the Chief or the Chief's designee to attempt to adjust the grievance informally.
- C. If the grievance cannot be satisfactorily settled between the Chief and the representatives of the Association within fourteen (14) days of the meeting described in (B), the matter will then be referred to the Commission .
- D. Within ten (10) days from the referral set forth in (C), the Commission will schedule a date to hear the grievance as presented by the Chief of Police and the Association. It is understood that the scheduling of the hearing must occur within the ten (10) days, although the actual hearing may take place later. The Commission shall render its decision in writing as soon as possible but not later than fifteen (15) calendar days.
- E. (Section 1) If the Grievance has not been resolved to the satisfaction of the aggrieved employee, the Association may, by giving notice to the Commission within ten (10) working days after the Association receives the Commission written decision, submit the grievance to Arbitration. Such notice shall be addressed in writing to the Commission .

(Section 2) – If the Association elects to proceed to Arbitration, the Commission, or its designee, and the Association will endeavor to agree upon a mutually acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the grievance shall be referred to the American Arbitration Association by the Association no later than twenty (20) days after the receipt of the notice of submission to Arbitration, Section 1. In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor Arbitration.

(Section 3) - The Commission and the Association agree that they will individually be responsible for their own costs, preparation, and presentation. The Commission and the Association further agree that they shall equally share in the compensation and the expense of the Arbitrator.

(Section 4) - The function of the Arbitrator is to determine the interpretation of specific provisions of this Agreement. There shall be no right in Arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in,

modification or alteration of, addition to, or detraction from any provision of this Agreement. The Arbitrator may or may not make his/her award retroactive to the initial filing date of the grievance as the equities of the case may require.

(Section 5) - Each grievance shall be separately processed at any Arbitration proceeding hereunder unless the parties otherwise agree.

(Section 6) - The Arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the Association and the Commission and the aggrieved employee who initiated the grievance. (Amended: March 04, 1987)

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

38. **SEPARABILITY:** Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in force. If this Agreement should provide more advantageous benefits than those provided in any statutes, the terms of this Agreement shall prevail.
39. **REOPENING OF AGREEMENT:** It is hereby agreed by the Commission and the Association that all terms of this Agreement relating to working conditions shall be opened for additions or omissions at any time before its expiration date upon the agreement of both parties.
40. **DURATION OF AGREEMENT:** The terms of this Agreement shall be in effect, where reasonable, from the date of City Council approval and shall expire June 30, 2027. No cost item in this agreement shall have retroactive effect unless it is specifically described as such and the cost is disclosed to and approved by the Commission and the City Council. *(Amended: March 4, 1987; April 3, 1990; October 1993; January 1997; July 19, 2004; September 7, 2016; November 2019; October 2023)*
41. **SCOPE OF AGREEMENT:** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Commission and the Association, for the life of this Agreement, each, voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

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

42. **NO STRIKE/LOCKOUT:** During the life of this Agreement, neither the Association nor any Association Officer, Representative or employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walk-out, work stoppage, sit-down, slow-down, withholding of services, or any other interference with the operations of the Department. The Commission agrees not to conduct a lock-out. The Association and its Officers shall not be considered to have violated this Article if they have used all reasonable efforts to prevent or cause

to cease the activities prohibited by this Section. In the event of a violation of this Section, the Commission or the Association may at its option, institute any or all proceedings in a Court of Law, or in Equity, or before the Public Employee Labor Relations Board or in Arbitration pursuant to the procedures described in this Agreement.

43. **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 his/her 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. On July 1, 2024, July 1, 2025, and July 1, 2026, this rate shall increase in the same percentage as the COLA to the salary schedule, as described in Section 14 above. Overtime and/or "Budgets" will be subject to Section 21 "Overtime" Pay. Overtime jobs carry a three-(3) hour minimum. (*Amended: July 19, 2004; November 2019; October 2023*)

44. **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.
45. **PAID PARENTAL LEAVE:** Upon application by the employee and approval by the Chief, paid parental leave will be granted to permanent, full-time employees covered by this Agreement who have been employed in the Department for at least one (1) year before the date of application. Paid parental leave will be available for the birth of a child or for the adoption of a child. Employees will be eligible for up to six (6) weeks of paid parental leave. In the case of paid parental leave for maternity purposes, paid parental leave will commence on the date recommended by the employee's medical professional. In the case of paid parental leave for paternity purposes, paid parental leave will commence on the date requested by the employee, provided that such paid parental leave must be used within twelve (12) months of the birth of the



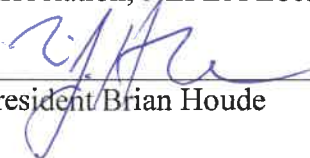
child, or, in the case of adoption, within twelve (12) months of the date of the placement of the child. Paid parental leave may not be used on an intermittent basis. Paid parental leave will run concurrently with any available leave under the Family and Medical Leave Act. While on paid parental leave, all benefits as contractually agreed, including seniority, will continue. While utilizing paid parental leave, employees will be allowed to attend training, but will not be permitted to work any paid outside work details. An employee taking paid parental leave will notify the Chief at least one (1) month prior to returning to work. (Amended: October 2023)

46. **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 II. (Amended: October 2023)
47. **PERFORMANCE EVALUATION:** The parties will continue to follow the performance evaluation system agreed to by the parties and adopted by the Department.
48. **AUTOMOBILES FOR TAKE HOME USE:** The Captain-Patrol, the Captain-Investigation, and the Internet Crimes Against Children (“ICAC”) Commander will be provided with an automobile suitable for use in the performance of their official duties. Recognizing that these positions are always on-call, it is understood and agreed that these automobiles may also be used for personal business. (Amended: October 2023)
49. **PHYSICAL FITNESS STIPEND:** One (1) time annually, bargaining unit members who successfully pass a physical fitness test based on the Cooper Aerobics Institute Standards (passing will be defined as achieving at least the 35<sup>th</sup> percentile for the bargaining unit member’s age and gender) will be paid a \$500.00 stipend. (Amended: October 2023)
50. **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 III, although the City retains the discretion to use an insurer of its choosing (Amended: October 2023)


**SIGNATURES**


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

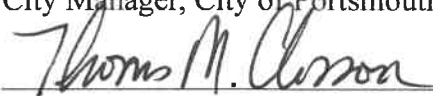
Portsmouth Police Ranking Officers  
Association, NEPBA Local #220

  
\_\_\_\_\_  
President Brian Houde

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

Effective 7/1/23

## Step CAPTAIN

		Bi-Weekly	Daily	Hourly	OT	
7	120,236.00	4,624.46	462.45	57.81	86.71	
6	119,045.00	4,578.65	457.87	57.23	85.85	
5	117,867.00	4,533.35	453.33	56.67	85.00	
4	116,700.00	4,488.46	448.85	56.11	84.16	
3	115,544.00	4,444.00	444.40	55.55	83.33	
2	114,400.00	4,400.00	440.00	55.00	82.50	
1	113,268.00	4,356.46	435.65	54.46	81.68	Keaveny

## Step LIEUTENANT

		Bi-Weekly	Daily	Hourly	OT	
7	111,047.00	4,271.04	427.10	53.39	80.08	Kinsman
6	109,947.00	4,228.73	422.87	52.86	79.29	
5	108,859.00	4,186.88	418.69	52.34	78.50	
4	107,781.00	4,145.42	414.54	51.82	77.73	
3	106,714.00	4,104.38	410.44	51.30	76.96	Aubin
2	105,657.00	4,063.73	406.37	50.80	76.19	Benson, Tondreault
1	104,611.00	4,023.50	402.35	50.29	75.44	Small

## Step SERGEANT

		Bi-Weekly	Daily	Hourly	OT	
7	102,560.00	3,944.62	394.46	49.31	73.96	Kiberd
6	101,544.00	3,905.54	390.55	48.82	73.23	
5	100,539.00	3,866.88	386.69	48.34	72.50	
4	99,544.00	3,828.62	382.86	47.86	71.79	
3	98,558.00	3,790.69	379.07	47.38	71.08	Krans, Houde, Wells
2	97,582.00	3,753.15	375.32	46.91	70.37	McCarthy, Webber, Young
1	96,616.00	3,716.00	371.60	46.45	69.68	Sichko, Connor

## APPENDIX II

### **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.



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

GL01-C400-(12/06)

REV. 02/04/2019