

**WORKING AGREEMENT
BETWEEN
THE PORTSMOUTH POLICE COMMISSION
AND
PORTSMOUTH POLICE PATROLMAN'S UNION, NEPBA
LOCAL #11**

JULY 01, 2014 TO JUNE 30, 2018

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1. PREAMBLE

The PORTSMOUTH POLICE COMMISSION, hereinafter referred to as the COMMISSION, and the PORTSMOUTH POLICE PATROLMAN'S UNION, LOCAL #11, hereinafter referred to as the UNION in order to arrange and maintain fair and equitable earnings, uniform labor standards and rates and operating conditions, and to promote fair and amicable means of adjustment of any and all disputes which may arise between the parties hereto, and to continue the harmonious relationship which exists between the Police Department and its permanent employees, and to promote the morale, equal rights and opportunities, the well-being and security of the Police and the citizens of the City of Portsmouth, the COMMISSION and UNION 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 Portsmouth Police Department but excluding all members above the rank of Patrol Officer and Parking Enforcement Officers and all civilian employees who are not employed as police officers of 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 Portsmouth Police 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 Police administration, the City or the Police Department. (Amended October 6, 2003)

3. UNION SECURITY

Any member of the Portsmouth Police 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 Portsmouth Police 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 a fifteen (15) day 'window period' from August 1 to August 15 of the first year of this agreement and its successor agreements. If the parties have not effectuated an agreement by August 1 of the first year of that agreement's term, the window period for the resignation shall be for fifteen (15) days beginning with the date that the parties effectuate such agreement.

Any member of the bargaining unit who resigns from UNION membership, in accordance with the provisions here and above, shall be required to pay to the UNION an agency fee equal to ninety-five percent (95%) of the membership dues, as his/her fair share of the costs of negotiating and administering the agreement, so long as this percentage accurately reflects the cost of UNION representation. Payment of the agency fee shall begin fifteen (15) days after the resignation of UNION membership and payments shall be deducted in the same manner as UNION dues. (Amended: February 19, 1987) (Amended: April 10, 1990)

4. MANAGEMENT RIGHTS

The COMMISSION, through the Chief of Police, retains the rights to issue rules, regulations, and Departmental policies governing the internal conduct of the Police Department. All the rights, responsibilities and prerogatives that are inherent in the COMMISSION or the Chief of Police by virtue of statutory or charter provisions cannot be subject to any grievance or arbitration proceeding. Without

limiting the foregoing, the Commission, through the Chief of Police and the 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 Police 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 he or she has given testimony, or taken part in a grievance procedure, or proceedings of the UNION. It is agreed that an employee shall not be transferred or reassigned unjustly or unreasonably and that no permanent employee shall be disciplined except for just cause, and that any and all disciplinary actions taken against any member of the Portsmouth Police Department covered by this Agreement will be subject to the grievance procedure. (Amended October 6, 2003).

6. FAIR PRACTICES

The COMMISSION and the Police 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, Vietnam era Veteran status, disability or participation in UNION activities and affairs. (Amended: April 10, 1990, October 6, 2003)

7. MANAGEMENT - LABOR MEETINGS

(A) The COMMISSION and the UNION shall meet at reasonable times and places to negotiate changes in this 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 of Police 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) (Amended: 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 considered 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 make available to UNION officers departmental copying equipment on an as needed

basis for making copies of the labor Agreement for distribution to its members and to newly hired police officers. (1 Amended: July 01, 1974); (2 Amended: February 19, 1987); (3 Amended: April 10, 1990) (4. Amended October 6, 2003)

9. RESIDENCY

As a condition of employment, all patrol officers will be domiciled to within a thirty (30) mile radius of the border of the City of Portsmouth and shall remain domiciled within that radius during their term of employment. Newly hired patrol officers shall, within six (6) months of employment, become domiciled to within a thirty (30) mile radius of the border of the City of Portsmouth and shall remain domiciled within that radius during their term of employment. (Amended: July 01, 1985, October 6, 2003, September 7, 2016).

10. SENIORITY

The seniority of a police officer shall be determined by the length of time the officer has been a member of the Police Department, including time served in a probationary status, and in the event the officer is a rehired employee as stated in Section 11. In the event that more than one (1) employee was employed on the same date, then the seniority and shield numbers shall be determined according to the grade received on their written entrance examination. If two (2) or more employees receive the same grade, then a supplementary examination shall be given. The officer receiving the highest mark shall have seniority over the officer receiving the next lower mark, and shall continue down the line until all officers have been assigned a position in Seniority. The lowest 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 01, 1982, October 6, 2003)

11. 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 he or she terminated employment. 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 01, 1982, October 6, 2003)

12. SENIORITY LISTS

A. The Police Department shall establish a seniority list and it shall be posted 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 time, as stated in Section 10 of this Agreement, shall commence from the first day of employment as a probationary officer on a full-time basis.

B. The seniority list for Special Detail is to be incorporated in the primary seniority listing. Special Detail employees shall be allowed to participate in all competitive examinations for which they are otherwise eligible. In the event that Special Detail positions are eliminated, requiring return to uniform of one (1) or more Special Detail employees such return to uniform shall be in inverse order of Special Detail seniority. Special Detail employees returned to duty as a patrol officer 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 he/she is returned to a Special Detail position, whichever occurs first. (Amended: April 10, 1990, October 6, 2003).

13. VACANCIES

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

14. SPECIAL DETAILS AND CANINE HANDLERS

A. Any positions or assignments in the Police Department not subject to regular shift rotation shall be considered as a "SPECIAL DETAIL," involving an increase in compensation and shall be open to competitive examination. Any officer of the Police Department having completed two (2) consecutive years of service on the date of the examination or before, shall be considered an eligible candidate to take part in an examination for the position, as per Section 16 of this Agreement. (Amended: July 01, 1982) (Amended: February 19, 1987) (Amended March 19, 1999) (Amended October 6, 2003).

B. Effective January 1, 2004, Canine handlers will be paid four (4) hours of overtime per week for the care, feeding and training of the dog.

1. Officers with two years of consecutive service on or before the date of the examination shall be considered eligible to take part in the examination and/or assessment center for this position, as per section sixteen of the contract. Applicants will appear before an oral board of certified canine handlers and instructors, who will make their recommendations to the Chief of Police and the Board of Police Commissioners for appointment. Applicants must own or reside at a property that is suitable for the care and maintenance of a police canine.

2. Candidates on the K-9 list will have no standing on the Special Detail list unless they have successfully completed the candidate process for a Special Detail position. (Grandfather Clause: Officers Mansfield and Black shall have the right to a Special Detail vacancy if, for any reason, they no longer have a canine and are therefore unable to continue as part of the K-9 unit.)

3. In the event of a reduction in force, K-9 officers shall not be considered "Detectives" for purposes of personnel reduction.

4. Officers assigned to the K-9 Unit will not be subject to normal shift rotation. The K-9 officers will be assigned to the Bureau of Patrol Services. Duty hours will be arranged by management based on the number of canine teams and support needs. On shift, K-9 officers will be assigned as "TBA", (To Be Announced), and utilized to fill vacancies in the shift assignments. The administration will have the ability to adjust their hours and days off.

15. PROMOTION TO SERGEANT

Vacancies in the Sergeant ranks will be posted and members having completed five (5) years of continuous service or more at the time of the test shall be permitted to sign up for participation in a competitive examination as per Section 16. All appointments and promotions up to and including the rank of Sergeant, shall be made from the ranks of the Department and not from an outside source.

16. PROMOTIONS

Promotions in the Portsmouth Police Department for the rank of Sergeant, or for vacancies in any Special Details, shall be made by the COMMISSION from a list of candidates who have successfully passed the following requirements:

A. They must have fulfilled the time requirements as stated in Section 14 and 15, and have successfully completed a written examination and assessment center.

B. A candidate for promotion must receive a passing score on the written portion of the examination before being allowed to continue to participate in the assessment center. The passing score shall be posted prior to the testing procedures.

C. After both the written examination and assessment center have been completed, the written portion will carry sixty percent (60%) of the weighted score and the assessment center forty percent (40%). An assessment center involves the performance-based appraisal of the 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 by the candidates for promotion.

D. Seniority shall be included in the total score, and shall be computed as follows:

D.1 In the case of any officer having completed six (6) years or more of continuous service, he/she shall receive one (1) point for each year of seniority accrued from six (6) years to the end of the tenth (10th) year.

D.2 He/she shall receive an additional point for each five (5) years completed after ten (10) years, as indicated in the following:

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
etc.	

These points will be added to the examination scores, and shall count in determining his/her position on the established list. The COMMISSION may make an appointment from any one of the top three (3) candidates. In the event that an officer who is ranked amongst the top three (3) scorers on the Availability List, chooses to remove him or herself from the candidacy for a particular position, his/her

candidacy slot shall be filled by an officer desiring to be a candidate, who scored the next highest on the Eligibility Listing. Officers not desiring to be considered a candidate for a particular promotion, shall retain his/her numerical position on the Availability Listing, until said Listing is replaced. This Availability List will remain in effect no more than two (2) years from the date of the exam, or until repealed by the COMMISSION. A new list will be posted and exams given prior to the expiration of the Availability List. Any officer whose name is still on the List at the time of its expiration, shall then be required to take part in the next exam to have his/her name again placed on the Availability List. 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 shall be posted at a reasonable time prior to the examination date. (Amended: July 01, 1980) (Amended: February 19, 1987)

17. PERSONNEL REDUCTION

In the case of a reduction in the ranks of the Police 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 he/she refuse for whatever reason, he/she 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).

18. TEMPORARY SERVICE OUT-OF-RANK

Members of the Police Department who are designated to assume the duties and responsibilities of a higher rank shall be compensated for this service at the same rate of pay as the person for whom they are filling in. Such higher rate shall apply for all the time spent in this position providing that a vacancy exists in that rank.

19. SALARIES

The following salary schedules shall apply to the officers covered by this Working Agreement:

POLICE OFFICER July 1, 2014 – June 30, 2016

POSITION	SALARY	BI-WEEKLY	HOLIDAY/DAILY	HOURLY	OVERTIME
MASTER PATROL III	\$60,648.06	\$2,332.62	\$233.26	\$ 29.16	\$ 43.74
MASTER PATROL II	\$58,881.62	\$2,264.68	\$226.47	\$ 28.31	\$ 42.47
MASTER PATROL	\$57,305.70	\$2,204.07	\$220.41	\$ 27.55	\$ 41.33
MAXIMUM	\$53,307.63	\$2,050.29	\$205.03	\$ 25.63	\$ 38.45
PATROL 5TH	\$52,007.44	\$2,000.29	\$200.03	\$ 25.00	\$ 37.50
PATROL 4TH	\$49,684.84	\$1,910.96	\$191.10	\$ 23.89	\$ 35.84
PATROL 3RD	\$47,604.79	\$1,830.95	\$183.10	\$ 22.89	\$ 34.34
PATROL 2 ND	\$45,530.22	\$1,751.16	\$175.12	\$ 21.89	\$ 32.84
PATROL 1ST	\$43,729.90	\$1,681.92	\$168.19	\$ 21.02	\$ 31.53

POLICE OFFICER
July 1, 2016 – June 30, 2017

POSITION	SALARY	BI-WEEKLY	HOLIDAY/DAILY	HOURLY	OVERTIME
MASTER PATROL III	\$63,098.24	\$2,426.86	\$242.69	\$30.34	\$45.50
MASTER PATROL II	\$61,260.44	\$2,356.17	\$235.62	\$29.45	\$44.18
MASTER PATROL	\$59,620.85	\$2,293.11	\$229.31	\$28.66	\$43.00
MAXIMUM	\$55,461.26	\$2,133.13	\$213.31	\$26.66	\$40.00
PATROL 5TH	\$54,108.54	\$2,081.10	\$208.11	\$26.01	\$39.02
PATROL 4TH	\$51,692.11	\$1,988.16	\$198.82	\$24.85	\$37.28
PATROL 3RD	\$49,528.02	\$1,904.92	\$190.49	\$23.81	\$35.72
PATROL 2ND	\$47,369.64	\$1,821.91	\$182.19	\$22.77	\$34.16
PATROL 1ST	\$45,496.59	\$1,749.87	\$174.99	\$21.87	\$32.81

To be eligible for the Master Patrol Officer II step, the officer must be at the Master Patrol step and have twelve (12) years or more years of service. Effective July 1, 2013, a fifteen (15)-year Master Patrol III step at three percent (3.00%) above Master Patrol II will be added to the wage scale. Effective July 1, 2017 a new step will be created for employees with eight (8) years of service at 3.75% above Maximum I and a new step will be added for employees with sixteen (16) years of service, which will be 3.42% above Master III.

Effective June 30, 2016, increase the current salary schedule by a 2% COLA (no retro). Effective July 1, 2016, increase the salary schedule by an additional 2% COLA. Effective July 1, 2017, a COLA, adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA Adjustment percentage shall be determined by the rolling ten (10)-year average in the CPI-U for the Boston-Brockton-Nashua--MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

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

Applicability After Contract Expires: It is clearly understood that in the event that the four year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2018 that no further COLA adjustments after July 1, 2017 will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2018.

(A) "Initial Entry" The Commission through the Chief of Police reserves the right to place a newly-hired employee on a salary schedule at a level commensurate to that individual's experience and competence." After such initial placement, the individual shall progress on the salary schedule in accordance with its terms. Said initial placement is not subject to the grievance and arbitration procedures of this contract.

(B) "Master Patrol Officer" - 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 Portsmouth Police Department as a full-time police officer.

2. The eligible officer must have met all of the standards for Patrol Officer as mandated by the Portsmouth Police 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 Portsmouth Police 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 of Police for a waiver of this time period. The COMMISSION may or may not grant the waiver, at their discretion.

Master Patrol Officer is a designation only and not a rank. 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 Portsmouth Police COMMISSION reserves the right to remove the Master Patrol Officer designation from an individual officer as the result of a due process disciplinary action. (Amended: April 09, 1985)

The Master Patrol Officer designations will be made by the Portsmouth Police COMMISSION through the recommendation of the Chief of Police. Effective January 1, 2005 the Master Patrol I Officer will be paid at a rate of seven and one-half percent (7.5%) above the base salary of a Patrol Officer at the maximum (six year) step. (Amended 10/6/03) The effective date for the Master Patrol Officer designation for those eligible is January 07, 1984.

(C) "Special Details" - In addition to the base rate of Patrol Officer's maximum pay. Special Detail personnel (See Section 14) will be compensated as follows:

	7/01/2014
Initial Appointment	\$1535.60
After 1 year	\$1830.35
After 2 years	\$2126.09

Effective, date of City Council approval Special Detail stipends will in accordance with the COLA increase as calculated above. (Amended: February 19, 1987) (Amended: April 10, 1990) (Amended October, 1994) (Amended March 19, 1999) (Amended October 6, 2003) (Amended February 6, 2012) (Amended September 7, 2016)

(D) A joint labor/management committee will be created to further review possible salary table adjustments and overtime reform in advance of the next round of negotiations.

20. HOURS OF DUTY

The hours of duty shall be so established by the Chief of Police in that, the work week will consist of five (5) eight (8) hour days followed by forty-eight (48) hours off. Any duty requiring extension of the eight (8)-hour work period will be considered as overtime.

21. OVERTIME

No officer will be required to work more than his regular eight- (8) hour shift or forty (40) hourweek 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 his regular hourly rate, and this pay will, hereinafter, be referred to as "Overtime Pay." Overtime will start after the first fifteen (15) minute period either before or after the officer's regular duty hours. Any time worked over this fifteen- (15) minute period to the first hour will be paid as one (1) hour at the overtime pay. Any time worked over this first hour 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 purposes. Overtime compensation shall 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 01, 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 contract.

21.A INSTEAD OF CASH PAYMENT FOR OVERTIME

(1) "Compensatory Time" may be earned and accumulated for later use, but not to exceed a number of hours specified by the Chief of Police. The number of hours will be set forth in the Standard Operating Procedures (S.O.P.).

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

22. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS:

A. Officers ordered to travel on Department related business are entitled to compensation under the following guidelines:

1. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: REPORTING TO DUTY ASSIGNMENT WITHIN A 20 MILE RADIUS OF THE PORTSMOUTH POLICE STATION

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.

2. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: TRAVEL BY CAR TO ASSIGNED DUTY OTHER THAN PORTSMOUTH POLICE STATION OUTSIDE A 20 MILE RADIUS

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 his or her own personal vehicle. The point of reference for computing travel time and mileage will be the Portsmouth Police Station. Overtime compensation for time spent in travel will be paid depending on whether or not the officer is on duty in excess of eight (8) hours on a given day or in excess of forty (40) hours in a given week. Officers returning from duty before the completion of an eight (8) hour period (counting travel outside the twenty (20) mile radius) shall report to work at the Portsmouth Police Station unless the assigned duty has occurred on a scheduled day off.

3. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: TRAVEL BY PLANE, TRAIN OR BUS TO AN ASSIGNED DUTY STATION

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 time period. Officers are expected to arrive approximately one half hour before planned departure for all plane, train and bus transportation. A flat limousine cost will be paid for travel to and from Logan Airport at the prevailing rate regardless of whether the officer chooses to use his or her own vehicle or alternate means of transportation. Parking fees and mileage reimbursement will not be paid.

4. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: SHIFT REASSIGNMENT DURING TRAINING

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 his/her 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 in excess of eight (8) hours in a day or forty (40) hours in a week.

5. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: OVERNIGHT STAYS

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 paragraph (2) above, except compensation for travel will be limited to (1) trip to the training site and (1) trip returning from the training site unless specifically ordered otherwise.

6. TRAVEL REIMBURSEMENT AND OVERTIME POLICIES REGARDING AUTHORIZED TIME SPENT ON DEPARTMENT RELATED BUSINESS: MILEAGE RATE AND MEAL REIMBURSEMENT

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

23. OUTSIDE WORK DETAILS¹

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

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

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

Outside or private work details shall be paid at the overtime rate for a Patrol Officer at the three and one-half year step with a guaranteed minimum of four (4) hours. Effective upon execution of this agreement, outside or private work details shall be paid \$42.00 per hour with a guaranteed minimum of four (4) hours. Overtime and/or "Budgets" will be subject to Section 21 "Overtime" Pay. Overtime jobs carry a three- (3) hour minimum. (Amended March 19, 1999, October 6, 2003) (Amended September 7, 2016)

¹ As a part of this Agreement, Local #11 has agreed to withdraw any claims for monetary damages due to the change in the outside detail ordinance, and the Department has agreed to add the following language to its Standard Operating Procedures: "The Union will be notified of any changes in the outside detail policy under consideration by the Chief of Police. Upon request by the Union, the Chief will provide the Union with the opportunity for meaningful input and participation in the decision-making process. The Department agrees to impact bargain any changes in the outside detail policy upon request from the union."

24. CALL BACK PAY SPECIAL ASSIGNMENTS

Any officer called back to work during his/her off-duty time, shall be paid a minimum of three (3) hours at the overtime rate, and time-and-one-half for any hour beyond that. 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 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 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)

25. 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. (Amended: July 01, 1983) Any officer who becomes eligible for this pay will fill out an overtime slip showing the time he/she arrived in Court and the time he/she 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 15-minute break in service after the court appearance. The Police 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).

26. EXCHANGE OF DAYS OFF

Members of the Police Department shall be permitted to substitute or exchange time with 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 of Police or his designee. Any arrangements for exchanges of days off will be arranged 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 work weeks. Members desiring swap 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.

27. 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 of Police or his 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 on 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 not 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 of Police or his designee, within seven (7) days any officer desiring to switch assignments may make application to the Chief of Police, and such swaps will not be affected by seniority claim. This shift arrangement may be changed when, in the opinion of the Chief of Police, 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 contract) may be assigned to a day shift following three (3) consecutive night shifts. (Amended: July 01, 1974)

28. HOLIDAYS

The following Holidays shall be paid Holidays for all members regardless of whether his/her day off falls on the Holiday or not, nor if it falls during his annual, sick or injured leave:

INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY
FRIDAY FOLLOWING THANKSGIVING DAY
CHRISTMAS DAY
NEW YEARS DAY
DR. MARTIN LUTHER KING, JR. DAY (Observed as Civil Rights Day in NH)
WASHINGTON'S BIRTHDAY
GOOD FRIDAY (one-half day)
MEMORIAL DAY

29. PERSONAL DAYS

All permanent officers shall be entitled to four days 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) (Amended March 19, 1999).

30. VACATION

The Winter vacation period will begin on the first Saturday of December and continue through Friday before the first Saturday of May. The Summer vacation period will begin on the first Saturday of May and continue through the Friday before the first Saturday of December.

The vacation list will be posted sixty (60) days prior to the start of each vacation period. The list will be in order of seniority and vacations will be picked first by the most senior officer and continue down the list until all officers listed have chosen.

Detectives will be listed on separate lists from those of uniformed officers. The list will be completed no later than thirty (30) days from the date of posting, at which time it will be turned over to the Chief of Police or his designee for final posting. When the Summer list is posted and has reached this state, a second list will be posted at this time indicating the officers in order of seniority who may have postponed vacation time not taken during the previous Winter vacation period. These officers will

have two (2) weeks to pick their remaining days from those periods not chosen on the Summer vacation list. Permanent officers completing one (1) year shall be allowed ten (10) working days vacation to be counted as "Summer Vacation" and must be taken during the Summer vacation period. After completing the second year, each officer will earn an additional day per year to the completion of his eleventh year, when he shall have earned ten (10) Summer vacation days and ten (10) Winter vacation days.

On completing his twelfth year, he shall earn a bonus day, thus earning two (2) extra days for the twelfth year and will then continue to earn as before, one day per year to the completion of his twentieth (20th) year, at which time, the officer will have earned thirty (30) days of vacation.

No vacation time will be earned after twenty (20) years. Of these thirty days of vacation, ten days must be taken during the Summer vacation period, and the first ten days extra time earned must be taken during the Winter vacation period and cannot be postponed. Time earned between the twelfth and twentieth year will be included on the Winter vacation earned time list, but may be postponed and taken either during the Winter vacation period or postponed and chosen on the Summer vacation list after the normal Summer vacation list is completed.

However, nothing in this Section shall prevent an officer from requesting the use of any earned time during any part of the year subject to the submission of the proper vacation time request form and subject to the approval of the Chief of Police. Each member may accumulate no more than fifty (50) days' annual leave. This may be accumulated from year-to-year by saving a maximum of 1/3 total leave earned by that member for that year. (Amended: July 01, 1982) (Amended: April 10, 1990)

31. METHOD OF PICKING VACATIONS

As previously stated, Summer vacation time must be taken during the Summer vacation period and cannot be postponed, except to accumulate leave as stated in Section 30. The Summer vacation list will be posted in one week periods, however, so any officer desiring to split their earned time into two, five-day periods may do so. This will not prevent any officer from choosing two (2) consecutive five-day periods. Winter vacation time will be all extra earned time over and above the original ten (10) days earned upon completion of the first year. The first ten days of this extra earned time must be taken during the Winter vacation period, and cannot be postponed. Time earned between the twelfth year and the completion of the twentieth year is still considered as Winter vacation time but can be postponed to the Summer vacation list after all Summer vacations are chosen.

Winter time will also be posted in one (1) week periods and will be chosen as follows:

Officers will pick in seniority sequence but on their first pick, must pick only full, five (5) day periods. No single extra days may be chosen at this time. When all officers who have full, five (5) day periods have chosen, then the list can restart in order of seniority and the odd remaining days will be chosen. Officers will be allowed three (3) working days to pick. If the pick has not been made in that time, it shall move to the next officer. The officer who lost a pick in this way may choose at any time thereafter. (Amended: July 01, 1980, October 6, 2003)

32. SICK LEAVE

A. Sick leave without loss of pay shall be computed at the rate of fifteen (15) days per year, or one and one quarter (1-1/4) days per month, and may be accumulated without limit. Upon death or

retirement or voluntary termination of employment, the City will pay to the officer or his family or heirs or to the estate of the deceased officer an amount representing ninety percent (90%) of the sick leave the officer may have accumulated to the date of his retirement, death or termination of employment. Employees hired after March 30, 1990 shall have sick leave accumulation limited to one hundred and fifty (150) days. (Amended: July 01, 1982) (Amended: April 10, 1990) Employees hired after February 23, 1998 will not receive any payout for accumulated sick leave upon termination or retirement.

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 24 hours from the time they notify the Department. (Revised February 15, 1998, October 6, 2003).

C. Officers requesting advance payouts for accrued sick leave prior to retirement must do so in writing to the Chief of Police indicating an irrevocable date of retirement and the dates they wish to receive one, two or three lump sum payments (at 90% of the current wage). Once the payout begins, the employee may not withdraw said notice of retirement or voluntary termination. (October 6, 2003)

(D) Officers hired after December 31, 1986, may only request advance payout of accrued sick leave over the last three years prior to their intended retirement or voluntary termination date. Employees hired after March 1990 cannot receive payment for more than a total of one hundred and fifty (150) days of sick leave. This provision cannot be used in any arbitration to interpret existing contract language.

33. MATERNITY LEAVE

Upon application of the employee and approval by the Chief of Police a medical leave of absence for maternity shall be granted to permanent, full-time employees who have been employed at least one (1) year before said application.

Employees granted a medical leave of absence for maternity purposes shall utilize any or all of their accumulated sick, annual or comp time or a combination of the three before going out on leave without pay except with written approval from the Chief of Police.

Said leave of absence shall not exceed six (6) months after birth for maternity purposes; Said leave of absence shall not exceed twelve (12) weeks after birth for paternity purposes. No more than two (2) weeks of paid "sick leave" may be used for the paternity leave. Said leave shall also be applicable to parents who adopt a Child.

Said leave shall commence upon the determination of said employee and/or the recommendation of her attending physician.

Employees on a leave of absence without pay will be eligible to continue their health insurance coverage by paying group rate premiums to the department.

Upon returning from a leave an employee's medical insurance shall be reinstated and the department shall pick up coverage on the first day of the first calendar month after they return.

An employee shall not forfeit seniority during this leave of absence.

An employee shall notify the Chief of Police one (1) month prior to returning to work.

Upon application to the Chief of Police, these restrictions may be waived, on a case-by-case basis, at the Chief's discretion.

(Amended: October, 1994) (Amended March 19, 1999)

34. FAMILY AND MEDICAL LEAVE ACT

For the purposes of maternity or paternity leave, intermittent leave is not permitted without permission from the Chief of Police or his/her designee. Employees who are using paid sick leave while on FMLA leave shall not be eligible for any Department overtime or outside work detail. Employees using annual leave while on FMLA leave shall not be eligible for Departmental overtime but shall be eligible for outside work details. Except as noted herein, the Department shall follow the City of Portsmouth's Family and Medical Leave Policy. (Amended October 6, 2003)

35. MILITARY LEAVE

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

36. 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 his duties, and such sickness or injury is certified by a registered physician approved by the Board of Police Commissioners, full base pay for lost time will be allowed subject to the provisions of Paragraph "C".

B. When a police officer is absent from duty caused by injury incurred while performing his duties as a police officer, he 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 Workmen's Compensation Act. If such injury shall continue for more than ninety (90) days, the Chief of Police shall, at once order a complete physical and/or mental examination by two (2) registered physicians, and if the report of their examination shall progenies 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, he shall be so allowed, and all seniority rights will be restored, providing the Chief of Police with a certificate from two (2) registered physicians, designated by the Chief of Police, testifying 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, he shall receive full base pay as provided herein for the duration of the injury, provided, however that the Chief of Police 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 of Police, such continuation of said wages shall then be subject to the approval of the Board of Police Commissioners. If any police officer who receives his base salary, as provided, herein, is reimbursed by a third party for it's liability for such injury, the said police officer shall reimburse the Department for the amount allowed him as payment for service lost as a result of said injury. Said reimbursement will be made from the amount received by the officer after the expenses incurred by the officer in the recovery ount 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 Paragraphs "A" and "B" shall be as follows:

Full base pay will be allowed for sickness or injury as provided in Paragraph "A" for the sick leave accumulated by the officer as provided in Section #31 of this Agreement.

The ninety (90) day period and any additional time allowed by the COMMISSION under Paragraph "B" shall be for continuous absence caused by injury incurred in the performance of police duties, and shall not be accumulative.

In any case, it shall be the duty of the officer to have his attending physician certify to the Chief of Police within four (4) days of such illness or injury, giving him a report containing the cause of the illness or injury and his estimated duration of the illness or injury. No provision of Paragraph "A" and "B" shall be construed to prevent the COMMISSION from directing the Chief of Police to investigate any illness or injury so certified, and require an examination by two (2) physicians selected by the Chief of Police or the Board of Police Commissioners. (Amended: July 1, 1980)

In the event the medical prognosis for an employee indicates that they will not be available to work for the majority of a shift they are not eligible to pick a shift. Upon their return to duty they 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)

37. TEMPORARY ALTERNATIVE DUTY

(A). In compliance with RSA 281-A:23-b, the Commission may provide temporary alternate duty assignments (light duty) for injured employees.

(B). Employees covered by this working agreement who have been on authorized leave due to illness or injury, may request a light duty assignment. The officer must provide management with a release from his or her physician utilizing the State forms outlining the duties that can and can not be performed. The officer will return to a light duty assignment within the sworn service of the Police Department. Said assignments shall be in accordance with the following:

- 1) PATROL DIVISION – Employees assigned to the patrol division who request light duty in accordance with this section, may be assigned to work light duty assignments within the patrol division or as call takers within the dispatch center and will have the same work schedule, subject to authorization from his/her physician and the availability of a light duty assignment. Officers may also be assigned administrative tasks such as, but not limited to updating warrant files, assisting with managing the outside workbook, etc. The Department will make a reasonable attempt to insure that the Officer's days off and hours of light duty will coincide, to the extent possible, with the officers selected shift he/she selected pursuant to the "Shift Pick". If an officer can not be assigned to his/her previously selected shift due to the lack of light duty work, the Department shall consider the officer's individual circumstances in making a light duty assignment.
- 2) SPECIAL DETAILS – Officers assigned to Special Details (i.e. Detectives, Youth Services) may perform light duty that is consistent with "Special Detail" assignments or within the dispatch center as call takers. Officers may also be assigned administrative tasks such as, but not limited to updating warrant files, assisting with managing the outside workbook, etc.

- 3) CALL TAKERS – The Commission agrees that the provisions above relating to “call takers within the dispatch center” shall be negotiated with the Portsmouth Police Civilians Employees Association. (Amended October 6, 2003)

- (C) Nothing in this agreement shall be construed as conflicting with the injured leave section of the contract.
- (D) It shall be entirely optional for employees with non-work related injuries or illnesses to accept a light duty assignment. It is the sole discretion of the Chief of Police whether or not to offer a light-duty assignment to officers who are injured off-duty. Officers who return to a light-duty position due to an off-duty injury will receive compensation for the hours worked. Officers with work related injuries shall have priority for light duty assignments.

It is understood by the parties that light duty is not intended to be used as a means of punishment. The Chief of Police will not require an employee to report for light duty if there is no light-duty work available.

- (E) 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 Section 36 and in Section 37, Paragraph B (1) above.
- (F) The Chief of Police may require an officer to be examined by the Work Performance Center anytime after four weeks if the Chief has a concern that the officer is fit for regular duty. The officer may request a mutually acceptable neutral physician to render an opinion if he/she contests the Police Department’s ruling. The neutral physician shall be designated jointly by the City’s physician and the employee’s physician as soon as practicable under the circumstances. The two (2) physicians shall endeavor to designate a neutral physician capable of examining the employee within seven (7) calendar days of his/her 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 employee shall forthwith report for appropriate duty. If the report does not support the assignment of full duty, the employee 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 employee shall be assigned if returned to limited duty, and shall be asked to make his/her determination of the fitness of the examined employee to perform limited duty based on the specific physical requirements of each limited duty task. Each physician who determines that an examined employee is capable of being assigned to limited duty shall be required to specify in his/her report which, if any, limited duty task(s) the examined employee is capable of performing, and the recommended number of hours per day and per week that the employee may be assigned to limited duty.
- (G) Officers assigned to light duty are not eligible to work any overtime listed in the “work book” which includes “budgets” or “outside details”.
- (H) An employee whose physician has approved him/her for a light duty assignment and who loses any workers compensation benefits for refusal to accept temporary alternate duty offered by the Police Department shall not be eligible for injured leave.
(Amended: March 19, 1999)

38. WORKMAN'S COMPENSATION INSURANCE

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

39. HEALTH INSURANCE: BLUE CROSS - BLUE SHIELD

A. The City shall provide health insurance for individual, two person, or family coverage for full-time employees. The employee shall have a choice between BC/BS Plan, Comp 100 with a Managed Care rider or Blue Choice One (1). After implementation of the plans, the employee will be allowed to choose between said plans prior to the Health Insurance contract renewal date each July. The employer may provide equal and comparable coverage to the above mentioned plans.

Effective July 1, 2014 the employee's cost will be twenty percent (20%) of the premium and the Commission will pay eighty percent (80%).

The Commission will offer employees the option of choosing health insurance under the Matthew Thornton Plan so long as it is offered by the NHMA Health Insurance Trust. The employee shall pay the following percentage of the cost of premiums so long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium. If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee and employer's percentage cost of the premiums shall be the same as those for Comp 100-MC and Blue Choice as set forth above:

Year	Employee Percentage	Year	Employer Percentage
July 1, 2014	Fifteen and One-Half Percent (15.5%)	July 1, 2014	Eighty-four and One-Half Percent (84.5%)

Effective as soon as possible after City Council approval, the City may offer two (2) additional optional plans based upon the Comp 100-MC and Blue Choice One plans with premium share as described above. Co-pay shall be five dollars (\$5.00) for office visits, twenty-five dollars (\$25.00) for emergency room visits, and \$10/\$20/\$45 for 30-day retail or 90-day mail order prescriptions.

The parties' current health insurance arrangement will remain in place until November 30, 2016. For health insurance coverage effective December 1, 2016, the Union will move entirely to only the AB20 10/20/45 plan with the City paying 90% of the premium cost and the employee paying 10% of the premium cost. If the premium cost paid by the City exceeds any of the threshold levels for assessment of the Cadillac Tax, the City may elect to reopen the agreement for the sole purpose of negotiating a new health insurance plan that does not exceed any of the threshold levels for assessment of the Cadillac Tax. If the parties are not able to agree on a plan that does not exceed any of the threshold levels for assessment of the Cadillac tax, the parties will each select a plan that does not exceed any of the threshold levels for assessment of the Cadillac tax and submit them to a mutually agreeable arbitrator who will select between the two plans offered by the parties.

The Union agrees to participate in a City-wide committee exploring health insurance options.

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

The City will pay a stipend of \$500.00 per quarter (effective July 1, 2016) to any employee who is eligible for health insurance coverage under the 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. 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).

40. DELTA 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), with a \$750.00 maximum benefit per person per contract year to Delta Dental Plan I for the following coverages: A = 100%; B = 60%; C = 50% This coverage is effective on October 01, 1981. (Amended: April 09, 1984)

41. LIABILITY INSURANCE

The City of Portsmouth 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 per person. (Amended: July 01, 1981)

42. LIFE INSURANCE

The City of Portsmouth shall provide, at no cost to the employee, life insurance coverage of no less than \$15,000 on each member of the Police Department effective upon approval by the City Council. (Amended: July 01, 1976)

43. FUNERAL & EMERGENCY LEAVE

In the event of the death of one of the following relatives of any member of the Police Department, the employee shall be entitled to leave without loss of pay for three (3) consecutive calendar days, which shall include regularly scheduled days off. The purpose of 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 employee will complete the funeral leave form so that it can be recorded in the employee's personnel file. (Amended: July 01, 1981) (Amended: February 19, 1987, October 6, 2003)
Relatives covered are:

Current Spouse	Children	Step-Children
Mother	Father	Step-Mother
Sister	Brother	Step-Father
Mother-in-law	Father-in-law	Grandchildren

Aunts	Uncles	Nieces
Nephews	Sister-in-law	Brother-in-law
Grandparents (maternal & paternal)		

The above relatives will apply to both the employee and his/her current spouse. In addition to the above, the Chief of Police may grant Emergency Leave if in his opinion, the circumstances warrant and on application by the employee. (Amended: October 6, 2003)

44. LONGEVITY PAY

Any member having completed five (5) years of continuous service by December 31st will be paid a longevity bonus as follows: after five (5) years \$124.09 and an additional \$37.22 per year for every additional year of service thereafter. Effective June 30, 2016 and each July 1 of this contract, these longevity bonuses will increase by the 10-year rolling COLA average. (Amended October 6, 2003) (Amended January 1, 2012) (Amended September 7, 2016).

45. CLOTHING ALLOWANCE

The City of Portsmouth will provide the amount of seven hundred and fifty-one dollars and seventy-three cents (\$751.73) to be paid to each member of the Department 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 01st of each of the Fiscal Years, or at such time set by the COMMISSION.

Effective June 30, 2016, and July 1, 2016 and each July 1 thereafter, the clothing allowance will increase in accordance with the COLA adjustments for base wages as described in Article 19 above. The uniform is outlined in the PPD SOP (P-102)

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

All new employees hired between July 01st and December 31st shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered his clothing allotment for the Fiscal Year. If an employee is hired between January 01st and June 30th, his uniform and equipment will be supplied, however, his allowance shall be one-half (1/2) of the usual amount for the next Fiscal Year. In the event of a change in duty from Line Officer to the Detective Division and Youth Services Division or from the Detective Division and Youth Services Division to Line Duty, an additional \$100.00 Clothing Allowance will be paid. (Amended: July 01, 1975) (Amended: February 19, 1987) (Amended: April 10, 1990, March 19, 1999, October 6, 2003)

46. 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

employees 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 Commander 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 of Police 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) In the event that the grievance cannot be satisfactorily settled between the Chief of Police 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 he or she has worked in excess of eight hours a day/forty hours a week as stated in Section 21 of the Agreement. (Amended October 6, 2003)

(E) (Section 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 (D) submit the grievance to Arbitration. Such notice shall be addressed in writing to the COMMISSION.

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

(Section 3) – The COMMISSION and the UNION agree that they will individually 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 expense of the Arbitrator. (Amended October 6, 2003)

(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 other provision of this Agreement. The Arbitrator may or may not, make his/her award retroactive to the initial filing date of the grievance as the equities of the case may require.

(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 UNION and the COMMISSION and the aggrieved employee who initiated the grievance.

(Section 7) – The arbitration provisions of this Section shall be subject to RSA:542 Arbitration of disputes.

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

47. 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 46.

48. CRUISER MAINTENANCE

No employee shall be required to perform any duty involving the scheduled maintenance or repair of the Department’s motor vehicles or buildings. During the course of 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)

49. PRESENT BENEFITS

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to said employees, and shall be made a part thereof.

50. 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 any court, all other provisions of this Agreement shall remain in force. In the event that this Agreement shall provide more advantageous benefits than those provided in any statutes, the terms of this Agreement shall prevail.

51. REOPENING OF CONTRACT

It is hereby agreed by the COMMISSION and the UNION that any and all terms of this Agreement relating to working conditions shall be opened for additions or omissions at any time before it’s expiration date upon agreement of both parties.

52. DURATION OF CONTRACT

The terms of this Agreement shall be in effect, where reasonable, from the first day of July, 2014 through June 30, 2018, but shall remain in effect after that date unless either party notifies the other by registered mail of its desire to terminate said contract. 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 04, 1987) (Amended: February 19, 1987) (Amended: April 10, 1990) (Amended: October, 1994) (Amended October 6, 2003) (Amended February 21, 2012)(Amended September 7, 2016)

53. NO STRIKE/LOCKOUT

During the life of this Agreement, neither the UNION nor any UNION Officer, Representative or employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walk-out, work stoppage, sit-down, slow-down, withholding of services, or any other interference with the operations of the Police 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, the COMMISSION or the UNION, as the case may be, may at its option, institute any or all proceedings in a Court of Law, or in Equity, or before the Public Employee Labor Relations Board or in Arbitration pursuant to the procedures described in this Agreement.

54. PERFORMANCE EVALUATION SYSTEM

Employees will receive an annual evaluation by their supervisor. The parties will implement the final version of the attached draft evaluation system. Bargaining unit members who are employed by the City upon the execution of this Agreement will receive a stipend payment of \$750.00 (not added to base compensation and less all ordinary and regular withholdings) on January 1, 2017 and January 1, 2018, provided that they remain Bargaining Union members on January 1, 2017 and January 1, 2018. The evaluation system is attached hereto as Exhibit 2.

55. EDUCATION STIPEND

Effective July 1, 2016, permanent full time employees of the Police Department shall be eligible to receive, in addition to his/her annual salary, advanced degree pay for the following degrees from accredited colleges:

(a) Associate's Degree	\$ 500.00
(b) Veteran's Incentive	\$ 500.00
(c) Bachelor's Degree	\$1,000.00
(d) MA/MS/PhD/JD	\$1,500.00

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

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

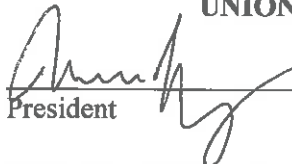
Employee's who are honorably discharged from Armed Forces, will receive a \$500.00 Veteran's Incentive, payable in two installments (December and June).

Any Employee who is eligible for both the Educational Incentive and the Veteran's Incentive will receive only one Incentive, whichever is greater.



SIGNATURES:

Dated this 27 day of September, 2016.





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

 Aaron Stacy
President

NEGOTIATING COMMITTEE

 ERIK WIDERSTROM
 Timothy Cashman

**PORTSMOUTH POLICE
COMMISSION**

 Chair
 JOSEPH S. RATA 9/27/16
 JOSEPH ONDSKO 9/27/16
 DAVID J. MORRIS

Chief of Police

 Thomas M. Cresson
City Negotiator

Date of City Council Approval: September 7, 2016

DRAFT

**PORTSMOUTH POLICE DEPARTMENT
OFFICER PERFORMANCE EVALUATION FORM**

Check Evaluation Type: Annual ☐ Probationary ☐

Employee Name: ' ' Evaluation Period: To

Assignment: Time in Assignment: Years of Service:

A	B	C	D		E	
<i>Not Satisfactory</i>	<i>Some Improvement Needed</i>	<i>Meets Standards</i>	<i>Exceeds Standards</i>		<i>Does Not Apply</i>	
						FACTORS TO BE EVALUATED
						<i>Comments</i>
						<i>Reliability (attendance, tardiness)</i>
						<i>Grooming & Dress</i>
						<i>Care of Equipment</i>
						<i>Public/Other Relations</i>
						<i>Conduct</i>
						<i>Dependability</i>
						<i>Cooperation</i>
						<i>Public</i>
						<i>Supervisors</i>
						<i>Co-workers (PPD/City)</i>
						<i>Compliance with rules</i>
						<i>Attitude</i>
						<i>Initiative/Motivation</i>
						<i>Productivity</i>
						<i>Leadership</i>
						<i>Skills</i>
						<i>Reports</i>
						<i>Firearms</i>
						<i>Driving Ability</i>
						<i>Work Performance</i>
						<i>Ability to develop in occupation</i>

COMMENTS OF RATER: General comments as to the employee's performance during the evaluation period should be made in this space. Comments are required in areas where the rater marked the employee in columns A, B or D. Special emphasis must be added in this area when the employee is a probationary employee. Permanent status must be addressed.

PLANNED IMPROVEMENT/CAREER COUNSELING FOR THE FOLLOWING EVALUATION PERIOD: The rater must outline the areas in which he/she wishes the employee to improve, and with the employee, he/she must develop a plan, which the employee will use as a guide for improvement. Career counseling will be discussed and documented in this section.

Sick days used for rating period (excluding FMLA):

Rater's Signature: _____ Rater: Printed Name: _____

EMPLOYEE COMMENTS:

Employee's Signature: _____

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

☐ I wish to discuss this report with the reviewer. ☐ I request that this evaluation be reviewed by the Training Officer.

Reviewed by: (initial & date)

DEPARTMENT HEAD

Reviewed and Approved: _____ Date: _____

Reviewed and NOT Approved: _____ Date: _____

☐ Copy given to employee ☐ Scanned to Guardian Tracking Original-Personnel File

**SAMPLE CRITERIA LANGUAGE for:
Satisfactory, Some Improvement Needed,
Meets Standards, Exceeds Standards**

Performance Evaluations	Effective Date:
Miscellaneous Information:	

I. PURPOSE

The evaluation process is designed to take personal inventory, to identify strengths and weaknesses and to outline and define a practical improvement program.

II. ANNUAL EVALUATIONS

Performance evaluations will be completed annually and due two weeks prior to the respective anniversary date (anniversary of promotion for supervisors; anniversary date of hire for all employees; whichever applies).

1. Evaluations will be required on all employees; full time and part-time.
2. Each performance evaluation will be based on the employee's performance during the preceding 12 months.
3. Previous evaluation reports may be used to measure improvement.

III. RATER RESPONSIBILITIES

- A. All supervisors will receive evaluation training prior to assuming the role of evaluating personnel.
- B. Prior to the beginning of each evaluation period, raters shall:
 1. Review this policy.
 2. Identify the employee's present assignment and review the respective job description. Evaluations will be job specific.
 3. Review the employee's supervisory file and monthly reports.
- C. The employee's immediate supervisor will complete the performance evaluation.
- D. The supervisor will use all information at his/her disposal to complete a fair and accurate indication of the employee's performance.

IV. PROGRESS REPORTS

1. All supervisors shall complete progress reports on all employees on a monthly basis.
2. Progress reports shall be considered part of the evaluation system.

Performance Evaluations

3. Reports are due within seven (7) days after the end of each month.
4. These reports are designed to allow for progressive monthly entries covering the preceding 12-month period.
 - a. Progress reports are reviewed with each employee on a monthly basis.
 - b. Supervisors will note exceptional performance as well as areas needed for improvement.
 - c. Mandatory comments regarding sick leave will be addressed monthly.
 - d. If a non-probationary employee's performance is unsatisfactory or in need of significant improvement in any area, the employee will be notified in writing via the monthly report within 90 days of his/her annual evaluation.
5. Progress reports will be used as performance indicators along with the previous Performance Evaluation Report.
6. Reports will be routed through the chain of command to the Professional Standards Unit, then to the respective Divisional Captain.
7. Monthly progress reports will be retained on a 12-month cycle.

V. DISTRIBUTION AND RETENTION

1. Each supervisor is responsible for ensuring that annual evaluations are completed on all employees/supervisors assigned under their supervision.
2. Two weeks prior to the annual due date, supervisors will have evaluations completed and forwarded to their immediate supervisor. Shift commanders and division heads will review evaluations and forward a copy to their respective Divisional Captain. Originals will be forwarded to Human Resources.
3. Performance evaluations will be retained for a minimum of three years.
4. Copies of evaluation forms for employees will be retained with their respective Divisional Captain.
5. Originals will be stored at the Human Resources Department.

VI. UTILIZATION OF RESULTS

1. The employee and his/her supervisor shall use evaluation results to improve his/her general overall performance.
2. Supervisors and administrators will also use results to assist in personnel allocation, assignment, training and promotion.

VII. EVALUATION CRITERIA

1. Categories and definitions:

Exceeds Standard: Performance over and above what is expected.

Meets Standards: Expected high quality and quantity performance.

Performance Evaluations

Some Improvement Needed: Improvement needed and noted on monthly reports.
Not satisfactory: Regular performance is consistently not to standard or critical areas are not to standard.

Does not Apply

2. Supervisors will also note and rate any additional factors that they feel would provide further insight into an employee's performance.
3. General comments on performance during the evaluation period will be made on the second page of the form.
4. Explanatory comments are required any time an employee is rated as "exceeds standards" or not "satisfactory".
5. Supervisors may make brief comments where indicated on the face sheet of the form for sworn positions.

VIII. SUPERVISOR'S PERFORMANCE EVALUATIONS

1. Supervisors will be rated by their respective supervisors in the same manner as non-supervisory personnel. In addition, they will also be rated on their supervisory and rating abilities. Supervisory factors will be completed for all supervisory personnel.
2. Specific notation of the evaluation done on each supervisor will address the manner in which he/ she executes and accomplishes the evaluation process.

IX. PROBATIONARY EMPLOYEES PERFORMANCE EVALUATIONS

1. Immediate supervisors will complete a monthly report on each probationary employee noting any problems or weaknesses. These shall be done after completion of training when the probationary employee is assigned to their respective division.
2. The rater must make a recommendation relative to the permanent status of the probationary employee.
3. The rater should also make recommendations relative to other options that he/she feels might be appropriate.

X. PLANNED IMPROVEMENT/CAREER COUNSELING

1. Since the performance evaluation system is designed to enhance the employees' abilities, the supervisor and the employee will develop a specific plan.
2. The rater will outline expected performance, as well as the areas that he/she wishes to see employee improvement.
3. The rater will develop a plan with the employee that will allow and encourage the employee to attain desired goals.
4. The rater will work with the employee during the following rating period to reach these goals.
5. Raters will also note career counseling on desired goals, including advancement, specialization or additional training.

XI. PERFORMANCE EVALUATION REVIEW

- A. Evaluations will be reviewed with and signed by employees, once the annual evaluation, planned improvement and career counseling is completed.
 - 1. The employee's signature indicates only that he/she had the opportunity to read the evaluation and that a conference has been held with the supervisor.
 - 2. The employee may refuse to sign the evaluation and request that a review with a higher-ranking supervisor be arranged.
 - 3. Agreement between the employee and the rating supervisor regarding the level of performance is not required.
 - 4. Space on the evaluation form is available should the employee wish to make comments on the process or the evaluation. The employee may note his/her comments or objections in the appropriate area on the evaluation report or he/she may and submit them in writing via the chain of command, to the Chief of Police. These notations shall become a permanent part of his/her personnel folder. Final determination rests with the Chief of Police.
 - 5. Employees shall be given a copy of the performance evaluation.
- B. The performance evaluation shall be reviewed and signed in the appropriate area by the rater's supervisor (Lieutenant or Captain). This signature shall indicate not only that the evaluation has been reviewed, but also indicates approval on the part of the rater's supervisor.
- C. The rater's supervisor has the authority to have the performance evaluation reevaluated.

"Appendix A"

PERFORMANCE EVALUATIONS MEASUREMENT DEFINITIONS

The evaluation process is designed to take personal inventory, to identify strengths and weaknesses, and to outline and agree upon a practical improvement program.

RELIABILITY (*Attendance and Tardiness*)

It is the policy of the Manchester Police Department to require all employees to report for work punctually and to work all scheduled hours, as well as any required overtime. Excessive tardiness and poor attendance disrupt the workflow and customer service to the citizens of the City of Manchester. An employee who is tardy or absent disrupts the workflow, burdens co-workers with extra tasks, lowers morale, and may affect public safety. Furthermore, absenteeism often increases labor costs.

Not Satisfactory

Excessive use of sick leave, if the member/employee has taken nine (9) or more sick days during the last year and/or four (4) tardiness.

Some Improvements Needed

Sick leave of five (5) to eight (8) days during time periods stated above and/or no more than three (3) unjustified tardiness noted.

Meets Standards

Sick leave of one (1) to four (4) days during time periods stated and/or no more than one unjustified tardiness noted.

Exceeds Standards

No sick leave used. No unexcused tardiness in reporting for any scheduled activity.

GROOMING AND DRESS

To insure uniformity in dress and appearance with uniformed personnel and the creation of a good "first impression". Inspire confidence in the professional ability of the department and its members.

Not Satisfactory

Non-professional, unkempt clothing/uniform, hair, shoes & weapon.

Some Improvements Needed

Repeatedly has minor discrepancies in uniform/clothing and appearance, makes the appropriate changes only when spoken to by supervisor.

Meets Standards

Neat, clean uniform and appearance, shined shoes & leather, command bearing.

Exceeds Standards

Tailored clean uniform, spit shined shoes and leather, command bearing.

CARE OF EQUIPMENT

Proper use and care of department equipment. Improper use for evaluation purposes is defined other than for which a piece of equipment was issued or intended, abuse, neglect, or when applicable, by means other than the manufacturer's instructions as to cause damage to the equipment.

Not Satisfactory

One or more documented occasion of improper use.

Some Improvements Needed

No more than one documented occasion of improper use, and or more than one occasion requiring supervisory intervention to ensure proper maintenance, repair or replacement.

Meets Standards

No improper use of equipment noted. Minimal supervisory intervention to ensure proper maintenance, repair or replacement.

Exceeds Standards

No improper use of equipment noted. Special care and attention given to equipment.

PUBLIC RELATIONS

Displays a professional example and attitude through contact with public.

Not Satisfactory

Abrupt, belligerent and overbearing. Introverted and un-communitative. Frequent, valid citizen complaints.

Some Improvements Needed

Valid citizen complaint(s) of discourtesy. Seems to have more bad days than good days with the public.

Meets Standards

Courteous, friendly, communicates in a professional and unbiased manner. No valid citizen complaints.

Exceeds Standards

Establishes rapport and is always objective. Always at ease in any person-to-person situation. No valid citizen complaint. Always conducts themselves in a manner so as to bring credit to the department.

CONDUCT

Every member or employee shall conduct themselves in a professional manner and behave consistent with department rules and regulations.

Not Satisfactory

Insubordinate with supervisors. Resists any teaching techniques. Is uncooperative, derogatory and/or demeaning. Consistent failure to cooperate with employees and the public; rude, abrupt.

Some Improvements Needed

Occasionally demonstrates unwillingness to cooperate with employees and the public. Generally has to be sold on the necessity of something before doing it.

Meets Standards

Maintains a professional image. Consistently assists others. Has respect for supervisors, fellow workers and citizens. Complies with rules and regulations.

Exceeds Standards

Always striving to improve. Accepts constructive criticism from others in a positive manner so as to improve his or herself. Goes beyond expectations to get things done.

DEPENDABILITY

Ability to carry out specific task(s) in a timely, efficient and professional manner. Ability to make proper decisions and choices.

Not Satisfactory

Unable to consistently make decisions and complete tasks.

Some Improvements Needed

Acts only after much thought. Usually needs help from others in decision making and completing task(s).

Meets Standards

Able to assess a situation(s) and take proper action on his/her own with no unnecessary intervention from his/her supervisor.

Exceeds Standards

Requires no supervisor and always takes proper course of action.

COOPERATION

Displays a professional example and attitude through contact with public and coworkers. Insures prompt exchange of information between individuals and divisions. Works well with others.

Not Satisfactory

Resists or rarely willing or able to convey thoughts or ideas with others.

Some Improvements Needed

Not always willing to freely convey thoughts and ideas to others.

Meets Standards

Always willing and able to communicate thoughts and ideas to others.

Exceeds Standards

Enthusiastic wholehearted active interest. Always willing and able to communicate ideas and thoughts in a meaningful fashion. Consistently goes out of his/her way to assist and cooperate.

COMPLIANCE WITH RULES

Uses appropriate process and procedure for each situation and complies with all rules and regulations and SOPs.

Not Satisfactory

Has indifferent interest and/or non-compliance of department rules and regulations and/or SOPs and makes no attempt to learn them.

Some Improvements Needed

Insufficient knowledge and compliance of rules and regulations and SOPs, frequently fails to take correct action.

Meets Standards

Complies with departmental rules and regulations and SOPs.

Exceeds Standards

Exceptional knowledge and compliance of departmental rules and regulations and SOPs.

ATTITUDE

Attitude is defined as a way of thinking and behaving. It shall remain positive and shall not bring discredit upon the member/employee of the department or impairs the operation or efficiency of the department.

Not Satisfactory

Consistently demonstrates inappropriate and negative behavior which brings discredit to the agency and/or member or employee. Makes no attempts to make use of constructive criticism.

Some Improvements Needed

Frequently rationalizing mistakes, considers criticism as negative and is reluctant to make corrections.

Meets Standards

Expresses active interest toward their job. Accepts criticism in positive manner and applies it to further self-improvement.

Exceeds Standards

Accepts criticism and utilizes it to excel in both job performance and proficiency. Utilizes time to further professional knowledge, maintains a high degree of motivation towards professional responsibilities.

INITIATIVE/MOTIVATION

The member or employee accepts responsibility when it is given to them and remains proactive in his/her duties. Explores opportunities to assist others toward the achievement in the department's goals and objectives.

Not Satisfactory

Avoids accepting responsibility and is continually unavailable to his/her supervisor when assignments and job tasks are imminent. Employee fails to exhibit an interest in feedback and/or results of the completed task.

Some Improvements Needed

Consistently blames others for their mistakes and has to be prompted to complete work and/or actively seek other tasks.

Meets Standards

Recognizes and identifies methods of performing job responsibilities in an efficient manner and acts upon them.

Exceeds Standards

Has a profound positive impact on the department's operational capabilities. Seeks responsibility.

PRODUCTIVITY

Without direct instruction from a supervisor, the employee or member initiates his/her own activity and measurably performs their responsibilities in a timely manner.

Not Satisfactory

Member or employee avoids activity. Does not follow-up on situations or investigations or other tasks delegated by a supervisor.

Some Improvements Needed

Only active or completes tasks when supervisor intervention is imminent. Has to have talks with supervisor to motivate them.

Meets Standards

Requires little supervisory intervention as it concerns the member/employee's motivation to recognize and identify the process in which their job tasks are to be completed.

Exceeds Standards

Outstanding knowledge of what is expected from them. Needs no supervision, does not have to be motivated to complete work. Assignments are carried out and followed through precisely.

LEADERSHIP

The member or employee accepts responsibility when it's given. Demonstrates ability to make appropriate decisions and to facilitate the cooperation of others to accomplish job responsibilities.

Not Satisfactory

Refuses any position of responsibility and/or has an inability to make appropriate decisions or coordinate the efforts of others in accomplishing a task. Tries to blame others for their errors.

Some Improvements Needed

When given some responsibility, has a difficult time coordinating efforts and blames others for such failure.

Meets Standards

Takes responsibilities when it is given to them. Facilitates the cooperation of others to accomplish job responsibilities.

Exceeds Standards

Seeks responsibility. Volunteers for specialty or special duties. Leads by exemplary actions and very effective in coordinating efforts of others. Results of this coordination are measurably beneficial to the department.

SKILLS

The member/employee possesses an acceptable level of proficiency that permits him/her to accomplish job responsibilities.

REPORTS

Not Satisfactory

Totally incapable of organizing events into written form and or reports are rarely complete and accurate.

Some Improvements Needed

Difficulty in getting entire events in chronological order. Reports often contain errors. Reports frequently have important events left out. Consistently requires supervisory intervention to make corrections.

Meets Standards

Reports are in logical sequence of thought to include all elements and facts. Completes reports with accuracy and thoroughness.

Exceeds Standards

A complete and detailed account of what occurred from beginning to end, written and organized so as to assist any reader in comprehending the occurrence. Employee demonstrates an exceptional use of writing skills.

FIREARMS

Not Satisfactory

Firearm qualification results produce a "fail" rating, thus not meeting department standards and standards set forth by New Hampshire Police Standards and Training Council. The member has exhibited example(s) of a failure to apply the principles of safety in the handling of firearms.

Some Improvements Needed

Does Not Apply.

Meets Standards

Firearm qualification results produce a "pass" rating, thus meeting department standards and standards set forth by New Hampshire Police Standards and Training Council. The member has exhibited example(s) of applying the principles of safety in the handling of firearms.

Exceeds Standards

Does Not Apply.

DRIVING ABILITY

Not Satisfactory

The employee continually violates motor vehicle laws, involved in accidents, lacks coordination during vehicle operation. The employee demonstrates unnecessary use of blue lights and siren, unnecessary and excessive speed.

Some Improvements Needed

The member/employee has one accident that they are responsible for. The employee has the propensity to occasionally violate motor vehicle laws and/or receives citizen complaints regarding his/her driving behavior.

Meets Standards

The employee demonstrates the ability to maintain control of vehicle while being alert to activity outside the vehicle. Practices good defensive driving techniques.

Exceeds Standards

Sets good example of lawful, courteous driving while exhibiting good manipulative skills when required and has demonstrated situational

experience in the handling of a vehicle in high risk and/or high stress incidents.

WORK PERFORMANCE

Not Satisfactory

Needs to be given instructions two, three, or more times before understanding them. Instructions and information always have to be repeated.

Some Improvements Needed

Needs to have instructions repeated with some frequency before completing tasks.

Meets Standards

Understands instructions the first time and carries them out with no difficulty.

Exceeds Standards

Always gets instructions right the first time. Carries out and follows through precisely.

ABILITY TO DEVELOP IN OCCUPATION

Member/Employees should demonstrate desire for growth and development at various levels within the department.

Not Satisfactory

Has no long range goals and objectives and little or no receptiveness to suggestions for career paths and opportunities available in specialized training and assignments.

Some Improvements Needed

Limits oneself for growth and development opportunities. Makes little effort to attend various educational programs that would otherwise develop the employee in their occupation.

Meets Standards

Has long range goals and objectives. Pursues various career paths and opportunities available in specialized training and assignments.

Exceeds Standards

Has long range goals and objectives. Has broadened specialized skills, knowledge and abilities in multiple areas. Expresses active interest towards job performance. Accepts criticism in a positive manner and applies it to further improve performance.

SUPERVISORY FACTORS

ORGANIZING ABILITY

Ability to efficiently plan and coordinate the work of department personnel to the completion of a specific goal or objective.

Not Satisfactory

The supervisor does not have the ability to plan and coordinate the work of department personnel and is unable to direct personnel, nor has any knowledge of how to accomplish a goal or objective.

Some Improvements Needed

The supervisor attains minimal results with some regard to efficient planning, however, spends little time in developing or organizing specific tasks in a manner that efficiently utilizes the personnel resources of the agency.

Meets Standards

The supervisor plans and directs well in most instances, effectively coordinates the efforts of department personnel and consistently demonstrates the ability to get maximum effort from personnel and resources.

Exceeds Standards

The supervisor possesses exceptional ability to plan activities and coordinate the effort of employees, is able to accomplish required tasks with no difficulty and submits reports and evaluations in a timely fashion.

TRAINING AND INSTRUCTION

The supervisor trains and evaluates department personnel assigned to him/her. This will include proper instruction in all departmental procedures. Provide necessary instruction and training to enable department personnel to function in current assignment with least amount of difficulty.

Not Satisfactory

The supervisor exhibits little or no direction to department personnel and/or has no interest in training and instructing department personnel.

Some Improvements Needed

The supervisor frequently needs encouragement from a supervisor and or displays a reluctance in training, instructing and leading department personnel.

Meets Standards

The supervisor achieves good performance from department personnel. Takes interest in training and directs well in most instances.

Exceeds Standards

The supervisor actively seeks opportunity to train. Avails himself/herself to department personnel at times when they may need added guidance and/or assistance.

EFFECTIVENESS

The supervisor is able to produce results, fulfill expectations, execute in a supervisory capacity and has a clear understanding of tasks required in current assignment.

Not Satisfactory

The supervisor has little knowledge of tasks required in current assignment, department policies, standard operating procedures, rules and regulations, and or makes little or no effort to learn them. Unable to motivate department personnel.

Some Improvements Needed

The supervisor has a working knowledge of a few most commonly used departmental policies, standard operating procedures, rules and regulations, that would otherwise direct some of the tasks which are required in current assignment. Shows little effort to motivate members/employees.

Meets Standards

The supervisor is familiar with department policies, standard operating procedures and rules and regulations. When asked, can explain to a supervisor, procedures being used to carry out duties.

Exceeds Standards

The supervisor possesses knowledge in all areas of policing and departmental policies. Understands his/her responsibilities towards member/employees and treats subordinates in a courteous and unbiased manner. Expresses active interest towards his/her job performance. The supervisor gets maximum effort from members/employees.

EVALUATING SUBORDINATES

The supervisor has a duty and responsibility to avoid personal bias, arbitrary, inconsistent evaluations, and possess nothing less than complete objectivity.

Not Satisfactory

The supervisor puts little or no effort in the evaluation process and spends insufficient time in evaluating department personnel. The supervisor has a tendency to make overall judgement of subordinates based on personal bias and arbitrary opinions with little consistency.

Some Improvements Needed

The supervisor put the minimum amount of effort toward the evaluation of employees. Possesses a reluctance to assign high or low categories to avoid controversy and occasionally allows personal bias and opinions to influence the evaluation of an employee.

Meets Standards

Information provides details of the member/employee's progress and indicates current strengths and weaknesses. Provides proper documentation.

Exceeds Standards

The supervisor effectively meets his/her responsibilities in avoiding personal bias, arbitrary and inconsistent evaluations. The supervisor exhibits sincerity, provides motivation, shows interest in people, sensitivity and efforts in helping subordinates succeed.

PRACTICAL JUDGEMENT

The supervisor is expected to perform effectively relative to abilities required in his/her role as a supervisor by making effective decisions under stressful circumstances.

Not Satisfactory

The supervisor is unable to make decisions in stressful situations and frequently reaches unsatisfactory results.

Some Improvements Needed

The supervisor displays inconsistent abilities and/or has a difficulty in analyzing situations leading to occasional negative results and demonstrates poor use of department resources.

Meets Standards

The supervisor is able to perform, displays effective ability in stressful situations. Handles all routine matters but may need occasional assistance with exceptional situations.

Exceeds Standards

Exceptional display of professional performance during stressful situations. Displays patterns of competent decisions, performs well with no negative feedback in both routine and exceptional situations.

SUPERVISORY CONTROL

The supervisor supervises, evaluates, and trains proper techniques, consistent in the enforcement of department policies, rules and regulations, discipline and standard operating procedures.

Not Satisfactory

The supervisor is indifferent, has difficulty supervising and is unable to motivate his/her personnel.

Some Improvements Needed

The supervisor displays a reluctance in enforcing departmental policies, rules and regulations, standard operating procedures and/or taking disciplinary action against department personnel when appropriate.

Meets Standards

The supervisor directs personnel well, accepts additional tasks as assigned and follows and enforces departmental policies, rules and regulations & standard operating procedures.

Exceeds Standards

The supervisor gets maximum work from employees, displays positive attitude for new challenges, and seeks additional tasks as necessary.

EMPLOYEE RECOGNITION AND DEVELOPMENT

The supervisor provides members/employees with opportunities for growth and development at various levels within the department. The supervisor is expected to improve job performance and the level of job satisfaction and to promote upward movement of members/employees.

Not Satisfactory

The supervisor provides little or no direction to subordinates and/or lacks interest and seldom checks on personnel and their efficiency. The supervisor does not discuss with personnel various career paths and opportunities available in specialized training and assignments.

Some Improvements Needed

The supervisor makes only minimal efforts in attempting to recognize personnel needs and/or potential and puts little effort in development of employee.

Meets Standards

The supervisor effectively provides counseling to personnel as it relates to their job function and in meeting the member/employee's goals and objectives. Is aware of areas in assisting supervisors with development counseling.

Exceeds Standards

The supervisor recognizes potential growth of members/employees. Takes genuine interest in assisting departmental personnel in professional development.

EXPRESSION

The supervisor possesses the ability to communicate in a meaningful fashion in both verbal and written form.

Not Satisfactory

The supervisor is not able to make his/herself understood and is ineffective in relating ideas to others.

Some Improvements Needed

The supervisor has difficulty conveying thoughts and ideas to others and frequent uses inappropriate interjections and slang.

Meets Standards

The supervisor speaks and writes effectively and is able to be understood by most people with whom he/she comes in contact with. Clarification of ideas is not required.

Exceeds Standards

The supervisor speaks and writes clearly and concisely. Projects confidence and knowledge of subject matter and is readily understood by all with whom he/she comes in contact with.

LOYALTY

The supervisor is expected to demonstrate integrity, honesty and fairness to both the community and the Manchester Police Department.

Not Satisfactory

The supervisor clearly lacks integrity and does not convey the importance of honesty fairness and integrity to personnel to whom he/she is entrusted.

Some Improvements Needed

The supervisor possesses integrity, however, has shortcomings as it concerns conveying the importance of honesty fairness and integrity to personnel to whom he/she is entrusted.

Meets Standards

The supervisor possesses and conveys the importance of honesty fairness and integrity to personnel to whom he/she is entrusted.

Exceeds Standards

The supervisor demonstrates exemplary loyalty to the agency and conveys the importance of honesty fairness and integrity to personnel to whom he/she is entrusted. The supervisor takes extraordinary measures to generate loyalty amongst Manchester Police Department personnel.