

MEMORANDUM OF AGREEMENT

Town of Portsmouth

and

Local 302, International Brotherhood of Police Officers

This Memorandum of Agreement is entered into March 17, 2023, by and between the Town of Portsmouth (“Town”) and the Portsmouth Police Officers Union, Local 302, International Brotherhood of Police Officers (“Union”) (referred to collectively as the “Parties”).

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement (“CBA”) dated July 1, 2020-June 30, 2025, whose terms and provisions are presently in effect; and

WHEREAS, Article XXIV provides for detail pay at fifty dollars (\$50) per hour during the week and sixty-five dollars (\$65) per hour during the night and weekend; and

WHEREAS, the Parties wish to amend this to provide for detail pay at fifty-five dollars (\$55) per hour during the week and seventy dollars (\$70) per hour during the night and weekend; and

WHEREAS, the Parties also desire to amend the salary provisions for certain lateral transfers to the Portsmouth Police Department, as set forth in Article XXII, Section 1(c) of the CBA; and

WHEREAS, making this change will require the CBA to amended;

NOW, THEREFORE, for mutual consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. Article XXIV, of the CBA, Section 1(e), is hereby amended to read as follows:

Detail Pay: Detail pay is fifty-five dollars (\$55) per hour, provided, however, that if a detail is not for the Glen Manor House and a detail is not being paid for by the Town of Portsmouth, the detail pay for hours worked between 1600 and 0600 hours on a weekday or hours worked at any time on a weekend shall be seventy dollars (\$70) per hour. For purpose of determining the rate of detail pay, a weekend is the 36-hour period occurring between 1600 on Friday and 0600 on Monday. All detail hours in excess of eight (8) hours in any one work day shall be compensated for at the rate of time and one-half (1½) the detail rate.

2. Article XXII, of the CBA, Section 1(c), is hereby amended to read as follows:

It is stipulated that the Town shall provide a recruitment rate of pay on those occasions when a police officer from another city or town wishes to transfer to the Portsmouth Police Department. On those occasions, the Town shall place the officer, if having less than thirty-six (36) months experience as a full-time law enforcement officer, in the Junior Patrol Officer salary schedule, who shall advance to Senior Patrol Officer after thirty-six (36) months of employment as a full-time law enforcement officer, combining both employment for the Town and any prior service as a full-time police officer. All lateral transfer police officers who have thirty-six (36) months or more experience in service as a full-time police officer prior to transferring to the Portsmouth Police Department shall receive the Senior Patrol rate of pay upon hire. In addition to the vacation benefits provided in Article XVIII herein, the officer shall be granted thirteen (13) vacation days on the first day of employment.

3. The terms and provisions of this Agreement shall be effective upon authorization by vote of the Union and the Portsmouth Town Council, and the amendment to Article XXII, Section 1(c), outlined in paragraph 2 above, shall apply to officers hired on or after December 1, 2020, for the pay period beginning on or after July 1, 2023.

For the Town:



Richard A. Rainer, Jr., Town Manager
Town of Portsmouth

As approved by vote of the Town Council on
13 MAR 2023.

For the Union:



~~James S. Thulier, Union President~~
Michael Quinn

As approved by the vote of the Union on
3/21/23.

Date: 3/17/2023