WORKING AGREEMENT

BETWEEN THE

CITY OF PORTSMOUTH, NEW HAMPSHIRE

AND

PORTSMOUTH CITY EMPLOYEES LOCAL #1386 B

OF THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

July 1, 2014 to June 30, 2017

Article 1
WORKING AGREEMENT

The City of Portsmouth, hereafter referred to as the City, and the Portsmouth City employees, Local #1386 of the American Federation of State, County and Municipal Employees, hereinafter referred to as the Union, in order to maintain the existing harmonious relationship between the City Manager, who is the Chief Executive Officer, as set forth in the City Charter, as amended, and its employees join in the Agreement to promote the morale, equal rights, well being and security of the Portsmouth City Employees, the City Manager, representing the City Council and the Union hereby agree as follows:

Article 2
NON-GENDER CLAUSE

Within the Collective Bargaining Agreement where the male or female gender is exclusively used, it shall be understood that it does not limit the benefits to just the gender that was mentioned.

Article 3
RECOGNITION

3.1 Employees covered by the Agreement are those who are members of the Union who are employees of the City of Portsmouth within the jurisdiction of the American Federation of State, County and Municipal Employees in the positions defined in 3.4 below.

3.2 It shall be a continuing condition of employment with the City that all permanent employees covered by the Agreement, specifically, designated non-supervisory employees in positions defined in Section 3.4 (below), who have completed their probationary period shall:

A. Become and remain members of the Union in good standing to the extent of paying the uniform union membership dues, initiation or reinstatement fees; or

B. In the alternative, an employee shall tender an agency or service fee to the Union in an amount which shall not exceed the monthly membership dues of Union members.

In December of each calendar year the Union shall notify the City of the amount of its dues and/or service fees.

The Union will notify its members of the window period when they can change to agency service fee (last two (2) weeks in June).

3.3 Evidence of the good faith of the employee in joining the Union will be considered to be his/her duly signed check-off dues deduction card as presented to the City Accounting Department or an appropriate authorization for agency fee deductions.

3.4 The following position classifications come under the provisions of Union membership set forth in the contract:

Account Clerk	Accountant, Junior
Accountant, Assistant*	Accounting Assistant
Administration Assistant	Administrative Clerk*
AutoCAD Technician	Deputy Tax Collector
Collection Clerk	Switchboard Operator/Typist
Clerk Typist	Secretary
Deputy City Clerk	Violations Clerk
Lead Water/Sewer Billing Clerk	
Librarian I,	
Librarian Assistant I,II,III	

*Salary Schedule to be changed to accurately set forth title.

3.5 The City hereby recognizes that the Union is the sole and exclusive representative of all permanent employees of the City who are members of the Union for the purpose of bargaining with respect to wages, hours of work and working conditions and the Union unreservedly accepts and recognizes the necessity of the City to operate within its budget, as set forth by the City Charter as amended. Effective August, 1983, permanent, part-time Library employees working a regular work week of at least 20 hours are included in this Section.

3.6 The City agrees for itself and any of its authorized agents that it will not bargain with any individual employee on matters pertaining to wages, hours of work, working conditions, transfers or promotions covered by this contract.

3.7 The Union agrees for itself and its members that no member will bargain with the City or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, transfers or promotions covered by this contract.

Article 4A
MANAGEMENT RIGHTS

4A. Management Rights: It is understood that the City shall have the exclusive control of the operation of the City. Nothing in this agreement shall be deemed to limit the City in any way in the exercise of the regular and customary functions of management, including those protected by the NH Public Employee Labor Relations Act, the direction of the working forces, the establishment or methods of operation, the establishment of plans for efficiency, the adoption and maintenance of engineering standards, and the right to select or employ supervisory employees and their assistants, except as specifically and expressly limited by any of the provisions of this agreement.

Article 4B
PROBATIONARY PERIOD AND CLASSIFICATION

4B.1 Probationary Period: All new employees shall serve a probationary period of six (6) months, and during this period shall be classified as probationary employees.

Probationary Period and Extension of: All appointments will be made for a working test period subject to close review as to his/her competency to carry out work assignments. The City Manager may, upon request of the Department Head, extend this working test period to a maximum of an additional three (3) months if, in their opinion, it is necessary. This period supplements the formal examination, etc., and is the final determination of whether a person should be given permanent status. Probationary employees are considered at will and may be terminated with or without cause.

4B.2 Classification: Each employee shall be assigned a distinct classification (probationary, permanent part-time library employees or permanent):

A. Probationary: Probationary employees are those employees hired to fill regular positions, but who are serving their probationary period of six (6) months. Probationary employees shall be allowed to earn sick leave and vacation during their probationary period, but shall not be entitled to be paid for or to take such leave unless and until they successfully complete the probationary period. Probationary employees shall be entitled to holiday pay in the same manner as other employees. Probationary employees shall not be entitled to other benefits of permanent employees. Specifically, probationary employees shall not be entitled to health and dental insurance coverage until the first of the month following their date of hire.

B. Permanent Part-time Library Employees: Library employees working a regular work week of at least 20 hours.

C. Permanent: Permanent employees are those employees hired to fill regular full-time positions who have completed their six (6) month probationary period.

Article 5
EMPLOYMENT AND TERMINATION

5.1 Union Dues: Upon an individually written authorization card signed by the employee and approved by the Union, the City agrees to deduct from each employee's wages a sum for the Union dues to be collected from the first paycheck of each month.

5.2 Posting Jobs and Vacancies: All new jobs and vacancies within the bargaining unit shall be posted on the Union Bulletin Boards within ten (10)working days after the vacancy occurs, for Local #1386 members to bid only for a period of seven (7) working days prior to the filling of the position. The name of the successful candidate for the position shall be posted for five (5) days after the filling of the position.

5.3 Trial Period: When bidding a new job, via promotion or transfer, the permanent employee shall have a trial period of three (3) months in which he/she may request to be reinstated to his/her previous position, and if there is no disruption in the productivity of the department, the department head may grant the request.

5.4 Bidding Restriction: No employee who has successfully bid a job shall be allowed to exercise the right to bid another job within twelve (12) months of being assigned to a newly bid job unless bidding for a higher rate of pay in another job.

5.5 Anti-discrimination: The City agrees that it will not discriminate against, intimidate, or coerce any employee in the exercise of his/her rights to bargain collectively through the Union because of his/her membership herein or his/her activities on behalf of the Union. The City and union reaffirm and maintain the policy not to discriminate against any person because of race, creed, color, national origin, sex, age, marital status, Vietnam era veteran status, sexual orientation, and persons with disabilities as defined by the Americans with Disabilities Act.

5.6 Competitive Examination: The relative fitness of the applicants for appointment, or promotion within the employment of the City will be determined by competitive examination, which will include the consideration and rating of any or all of the following qualification factors: education, experience, general adaptability, special aptitudes, physical fitness, knowledge, skills, personality, character, and such other qualifications as may be deemed necessary for the satisfactory performance of the duties of the respective position. All factors being equal, seniority shall determine appointment.

5.7 Absenteeism Without Notification: An absence of three (3) consecutive working days without notifying the immediate supervisor concerned shall serve as basis for immediate dismissal.

5.8 Working Days: For the purposes of this Article, working days are Monday through Friday, not including holidays.

Article 6
SENIORITY

6.1 Definition: An employee's seniority shall commence with his/her hiring day provided the employee is not discharged and is in the City's continuous employ beyond the probationary period. All employees who are not permanent shall be deemed to have no

seniority status and may be discharged. Seniority for part-time Library Employees shall be dated from August 11, 1983.

6.2 Forfeiture: Seniority is forfeited only by discharge for just cause, resignation or retirement. In no case will seniority be interrupted or forfeited by illness, layoff, military duty, or approved leave of absence.

6.3 Layoffs: When it is necessary to reduce the number of employees on the City payroll because of the lack of work or funds the City Manager shall decide which employees shall be laid off in accordance with the following provisions:

A. Layoffs shall be by job classification within each department, and;

B. All temporary employees within the job classification in which the layoff is to occur shall be laid off before any other employees in the job classification.

C. Probationary part-time employees shall be laid off before [any other] permanent part-time employees, and;

D. Part-time employees shall be laid off before any full-time employees are laid off, and;

E. Probationary full-time employees shall be laid off before any non-probationary full-time employees are laid off, and;

F. Among each group of employees eligible to be laid off, the City Manager shall select the least senior employee to be laid off.

6.4 A. Re-employment List: Employees separated from the service of the City through no fault of their own shall be placed on a re-employment list.

B. The City agrees to maintain employees on this re-employment list for twenty-four (24) months following the employee's date of lay-off. This list will be kept for each job classification within each department.

C. An employee re-hired under these circumstances shall be credited with full seniority.

6.5 Reduction in Classification: When an employee is involuntarily transferred (demoted) to a lower class position or the employee's position is reduced in pay classification, if the employee's present salary is higher than the maximum for the new class, his/her present salary shall be frozen until general pay increases bring the salary within the range for the new position. When an employee voluntarily seeks a transfer (demotion) to a lower class position, the employee's salary shall not exceed the maximum salary for the position in the employee's new class.

Article 7
WAGES

7.1 Employees shall be paid in accordance with the following schedule, the rate of pay to be established in accordance with the position classifications and rates which are attached to this Agreement and marked Appendix A

7.2 The rate of pay for bargaining unit members shall be increased as follows:

Effective date of City Council approval or October 1, 2015, whichever occurs first, employees wages will be adjusted by 2.0%. July 1, 2016 a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

Effective July 1, 2005, a new 2.75% step for 10 years of service (step F) shall be established for all classifications.

Effective July 1, 2006, a new 2.75% step for 20 years of service (Step G) shall be established for all classifications.

COLA Adjustments

Effective July 1, of each year from July 1, 2016 through June 30, 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 for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982 -1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Thus if the rolling ten (10)average of the CPI-U for the Boston SMSA(Nov. -Nov.) 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 three year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2017 that no further COLA adjustments after July 1, 2016 will be generated under the Working Agreement even if 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, 2017.

7.3 The wage rate for part-time Library Employees shall be based on Grade 2, Step A of the current Local Union #1386 Salary Schedule figured on an hourly basis,. Effective September 28, 2004, Permanent part-time library employees with five years or more consecutive employment in the library shall be eligible to move on the step schedule annually, but shall not advance more than one (1) step in any year.

7.4 Salaried Five (5) Step Employees:

First six (6) months	Step A
After six (6) months	Step B
After eighteen (18) months	Step C
After thirty (30) months	Step D
After forty-two (42) months	Step E
After ten (10) years	Step F (eff. 7/1/05)
After twenty (20) years	Step G (eff. 7/1/06)

7.5 A. An employee promoted or acting in a position which has a higher maximum hourly rate shall receive a pay raise of one step over his/her present rate upon promotion or to the minimum of the new position, whichever is greater, and such increases as are set forth in the Salary Plan thereafter, based upon date of promotion. Employees promoted with ten (10) or more years of service must wait eighteen (18) months between Steps E and F. Employees promoted with twenty (20) or more years of service must wait eighteen months between Steps E and F and another eighteen (18) between Steps F and G.

B. Temporary "plus rate assignments" shall be made on the basis of Department seniority among qualified employees who bid on the assignment. Qualifications shall be determined by the City.

C. In no case shall an employee be paid less than his/her regular rate of pay.

7.6 The City shall: (1) Provide an equal opportunity for training and (2) any employee who has trained on any equipment may request and the City shall provide a written evaluation of the employees' performance on said piece of equipment.

7.7 All cost of living increases shall be in addition to the step increases to which the employees are entitled.

7.8 The City shall, upon written request and authorization from the employee, forward said employee's paycheck as a direct deposit to the banks or credit unions with direct deposit compatible with the computer programs utilized by the City. The City shall not

be held responsible for any delay experienced by employee due to the transfer of funds to the bank or credit union.

7.9 Effective October 1, 2015, the Library Assistant II will be upgraded from a Grade 3 to a Grade 4 and the Library Assistant III will be upgraded form a Grade 5 to Grade 6.

Article 8
LONGEVITY

8.1 All bargaining unit employees shall receive longevity compensation. Longevity compensation shall commence on the first week in December following said five (5) years of service. Longevity compensation shall be distributed to the employees before the fifteenth of December in a separate check.

8.2 Longevity compensation shall be distributed according to the following schedule.

Length of Service	12/1/2015
5 years	$ 153.00
10 years	$ 306.00
15 years	$ 459.00
20 years	$ 612.00
25 years	$ 765.00
30 years	$ 918.00
35 years	$1071.00

8.3 Longevity shall begin to accrue upon date of hire or no earlier than August 11, 1983 for permanent part-time Library Employees.

8.4 Effective December 1, 2004, part-time Library employees shall receive this benefit on a pro-rated basis as follows:

	30 Hours	25 Hours	20 Hours
5 years	$115.06	$95.63	$76.50
10 years	$229.50	$191.25	$153.00
15 years	$344.25	$286.88	$229.50
20 years	$459.00	$382.50	$306.00
25 years	$573.75	$496.49	$382.50
30 years	$688.50	$573.75	$459.00
35 years	$803.25	$669.38	$535.00

Article 9
INSURANCE

Medical Insurance: Effective August 1, 1996 the City agrees to provide Health Insurance to full-time permanent employees and part-time Library employees working thirty (30) hours or more each week. Effective date of City Council approval or April 16, 2012, whichever occurs first, the employee's cost will be twenty percent (20%) of the premium and the City will pay eighty percent (80%). Within sixty (60) days after this Agreement is approved,

the City will provide employees with a choice of Matthew Thornton.

Co-Pay Applicable to Matthew Thornton Plan Only:

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 Blue Choice as set forth below:

Employee Percentage Employer Percentage

Effective date of City Council approval or April 16, 2012, whichever occurs first, the employee's cost will be 15.5% of the premium and the city will pay eighty four and one half percent (84.5%).

If the parties agree to change to School Care the employees will pay 14% of the cost of the coverage provided to him or her through payroll deduction. The 14% co-pay will be effective the first of the month of the change.

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of the six(6) year agreement - such plan would only become effective if ratified by the Union, approved by the City Manager and approved by the City Council.

No later than 60 days after the execution of the CBA, Union members will be able to select coverage under only the BlueChoice 10/20/45 plan (at an 80%/20% premium split) or the Matthew Thornton 10/20/45 plan (at and 84.5%/15.5% premium split). If, on June 30, 2016, the total premium cost for any of the plans offered by the City to Union members exceeds the current threshold level for assessment of the Affordable Care Act's ("the ACAs") Cadillac Tax ($10,200 for single coverage and $27,500 for 2-person/family coverage), the parties will consider alternative plans which may include SchoolCare's Consumer Driven Health Plan. If the parties are not able to agree on a plan that does not exceed the threshold levels for assessment of the ACA's Cadillac Tax, the Union and the City will each immediately select a plan that does not exceed the threshold levels for assessment of the ACA's Cadillac Tax and submit each plan to a mutually agreed upon arbitrator who will then select which plan the City will adopt."

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

9.2 The City agrees to implement an IRS Section 125 Plan so employees may take advantage of the IRS code provision allowing payment of insurance premiums with pre-tax dollars.

9.3 The City will continue to offer the lens and frame discounts offered by EyeMed which from time to time may be unilaterally changed by EyeMed. It is understood that EyeMed may withdraw, modify or amend the program and the City will not be under an obligation to provide any additional program. The City will also continue to offer the generic maintenance prescription drug rider which has been issued by Blue Cross/Blue Shield and is currently in effect. The City will include explanations of these programs once a year with the employee's paychecks.

9.4 The parties agree that employees shall receive a waiver stipend in lieu of health insurance coverage in the amount equal to fifty percent (50.0%) of the City's lowest cost of a single person premium plan. The stipends shall be paid quarterly. No additional employees shall receive such stipends when both spouses work for the City. Further the City will not provide Health and/or Dental Coverage if an employee is already covered by the same or similar health and/or dental plan. 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.

9.5 Dental Insurance: The City agrees to pay for single, two-person or family membership in the Delta Dental Plan as required. Dental Insurance shall be paid for part-time Library Employees working thirty (30) hours or more each week.

If AFSCME chooses to change to SchoolCare, the employees will be eligible for the Cigna Dental plan with an annual limit of $1,500.

9.6 Short-term Disability: The City shall make available through payroll deduction Disability Income insurance for members of the bargaining unit.

9.7 Long Term Disability: Within sixty (60) days after this Agreement is approved the City shall obtain Disability Income Insurance for members of the Association equal to two-thirds (2/3) of the monthly base salary not too exceed ten thousand ($10,000) dollars per month. Said insurance shall be effective after the 61st day of disability with benefits payable to normal retirement age and shall be coordinated with Social Security benefits. Only regular full-time employees working 25 hours or more a week shall be eligible for Disability Income Insurance.

9.8 Worker's Compensation Insurance: In case of accidental personal injury to any employee arising out of any accident in the course of his employment, the City shall pay to the employee the difference between the amount received from the insurance company or Worker's Compensation carrier and the employee's regular pay check. Said payments to be made by the City until the employee is able to return to work, but in no event shall such payments by the City exceed twenty-six (26) weeks.

9.9 Life Insurance: The City shall provide a group life insurance policy for eligible members of the Association in the amount of

the current annual salary of the individual employee (rounded up to the nearest one thousand dollar), in accordance with the conditions set forth in the insurance policy. Only regular full-time employees working 25 hours or more a week shall be eligible for Life Insurance.

9.10 NHRS Death Benefit: The following is an explanation of death benefits employees will receive under the New Hampshire Retirement System. These benefits are governed by NHRS and may be subject to change by NHRS.

If you die while you are in service, and your death is not job-related, a death benefit will be payable to your designated beneficiary(ies). You must be in service when you die in order for the ordinary death benefit to be payable; otherwise, only a refund of your accumulated contributions will be payable to your designated beneficiary(ies).

If you are eligible for service retirement when you die and your spouse is your only designated beneficiary, your spouse will be eligible for a pension earned to the date of your death. This pension will continue until your spouse remarries or dies. Or, if your spouse prefers, he/she can receive a lump sum payment equal to your annual earnable compensation plus a refund of your accumulated contributions.

Accidental Death Benefit: If you die while you are in service and your death is the natural and proximate result of an on-the-job accident, an accidental death benefit will be payable. You must be in service when you die in order for the accidental death benefit to be payable; otherwise, only a refund of your accumulated contributions will be payable to your designated beneficiary(ies).

If you are married, your spouse will be entitled to an annual pension until he/she remarries or dies, equal to 50% of your AFC.

If you leave no surviving spouse, or if your surviving spouse remarries or dies, any of your dependent children under age 18 will be entitled to an annual pension equal to 50% of your AFC. If you leave no dependent children under age 18, your dependent mother or dependent father will be entitled to an annual pension for life equal to 50% of your AFC.

If you leave no surviving spouse, no dependent children, or no dependent parents who are eligible for the pension described above, a lump sum payment equal to your base salary, any of your accrued benefits not paid at the time of death, and your accumulated contributions will be payable to your designated beneficiary(ies).

Note: In addition to an accidental death pension a refund of your accumulated contributions is also payable to your designated beneficiary(ies).

Article 10
SICK LEAVE

10.1 All employees except part-time Library employees shall be entitled to thirteen (13) days sick leave per year or ninety seven and one half hours (97.5).

10.2 Permanent part-time library employees will be eligible for pro-rated sick leave accrual for all hours actually worked. This calculation shall occur no less frequently than quarterly. Part-time Library employees' sick leave shall be based upon the following schedule:

100%	= 37.25 hours	=	97.5 hours per year 8.125/month)
80%	= 30 hours	=	75 hours per year 6.25(/month)
67%	= 25 hours	=	67.5 hours per year 5.625(/month)
53%	= 20 hours	=	52.5 hours per year 4.375(/month)

10.3 Accumulation of sick leave shall be unlimited.

10.4 Employees hired after January 1, 1990 shall have a maximum accumulation of 150 days or 1125 hours.

10.5 Upon death of an employee while in the employment of the City, the City shall pay to his/her estate an amount equal to one hundred percent (100%) of his accumulated sick leave.

10.6 Upon retirement from employment, or upon termination of his/her employment, voluntary or involuntary, the City shall pay to the employee an amount equal to seventy-five percent (75%) of his/her accumulated sick leave at the date of the termination of his/her employment.

10.7 Employees hired after July 1, 1996 shall earn and accumulate sick days as set forth in Section 10.1, 10.2, 10.3, and 10.4 but shall receive no payout for accumulated sick leave upon termination, retirement or death.

Article 11
MEDICAL APPOINTMENTS

11.1 The City shall allow each full-time permanent employee time off with pay for a doctor, dentist, hospital or other medical related appointments not lasting over two (2) hours per appointment. Employees may take time off in half hour increments but will not exceed a total of 6 hours per contract year. Permanent part-time Library employees shall make medical appointments on personal time.

11.2 Employees shall request such time off at least seventy -two (72) hours in advance, unless in cases of emergency.

Article 12
MATERNITY/ADOPTION LEAVE

12.1 Upon application of the employee and approval by the City Manager, a maternity leave of absence shall be granted to permanent full-time employees who have been employed at least one (1) year before said application. Leave for six (6) months is granted after two (2) years of permanent part -time Library employment.

12.2 It will be the responsibility of the employee to notify the City Manager one (1) month prior to her returning to work.

12.3 An employee shall use her accumulated sick leave benefits during the disability period as determined by her physician before being eligible for maternity benefits, except leave without pay may be granted before all such leave is expended based on approval by the City Manager. It is understood that employees on approved unpaid leave must pay their own health and welfare and dental premiums.

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

12.5 Adoption: Any bargaining unit employee adopting an infant shall be granted a leave of absence not to exceed three (3) months without pay.

12.6 Such leave shall commence upon her receiving defacto custody of said infant, or up to two (2) months earlier if necessary to fulfill the requirements of adoption.

12.7 Said employee may keep benefits in force while on said leave by paying group rate premiums to the City.

12.8 Family Medical Leave Act Policy: The union and the employer agree that the Interim Policy as implemented by the City of Portsmouth regarding the Family Medical Leave Act shall be applicable to the employees covered by this agreement. It is further agreed that should management initiate a change to said policy that it will be negotiated with the union and subject to all appropriate approvals. Regular part-time Library employees who have worked at least 952 hours in the twelve (12) months prior to requesting FMLA Leave will also be eligible.

Article 13
VACATIONS

13.1 All permanent full-time employees shall be paid for actual time worked, all approved leaves and all approved holidays.

13.2 The City shall endeavor to keep the permanent full-time employees continuously at work insofar as practicable during the calendar year.

13.3 All full-time permanent employees shall receive a paid vacation as follows:

A. If he/she has worked one (1) full year, he/she shall be entitled to two (2) weeks vacation or seventy five (75) working hours with pay. This is to be computed to the nearest half -month period by multiplying the time worked by the factor of 6.25 which represents the vacation time earned per month. Once an employee has completed his or her probationary period, he or she may take earned annual leave during the first year of service.

B. The vacation schedule shall be as follows completing one (1) full year's service for the City of Portsmouth:

Years of Service	Hours	Per Month
One to five inclusive	75	6.25
six	82.5	6.875
seven	90	7.5
eight	97.5	8.125
nine	105	8.75
ten	112.5	9.375
eleven	120	10
twelve	120	10
thirteen	127.5	10.625
fourteen	127.5	10.625
fifteen	135	11.25
sixteen	135	11.25
seventeen	142.5	11.875
eighteen	142.5	11.875
nineteen	150	12.5
twenty	150	12.5

13.4 Employees on a five (5) day work week shall be allowed to accumulate no more than 375 hours as of December 31 for the purposes of carrying over the next year.

13.5 Permanent part-time library employees will be eligible for pro-rated vacation accrual for all hours actually worked. This calculation shall occur no less frequently than quarterly. All permanent part-time Library employees working 20 hours per week or more receive vacation as follows:

	30 hrs week	25 hrs week	20 hrs week
1-5 yrs	60 Hours	48.75 Hours	37.5 Hours
6 years	67.5 Hours	52.50 Hours	45 Hours
7 years	75 Hours	60 Hours	45 Hours
8 years	75 Hours	67.5 Hours	52.5 Hours
9 years	82.50	67.5 Hours	52.55 Hours
10 years	90 Hours	75 Hours	60 Hours

	30 hrs Week	25 hrs week	20 hrs week
11 years	97.5 Hours	82.50 Hours	60 Hours
12 years	105 Hours	82.50 Hours	60 Hours
13 years	105 Hours	82.50 Hours	67.50 Hours
14 years	105 Hours	82.50 Hours	67.50 Hours
15 years	105 Hours	90 Hours	71.25 hours
16 years	105 Hours	90 Hours	71.25 Hours
17 years	112.50 Hours	97.50 Hours	75 Hours
18 years	112.50 Hours	97.50 Hours	75 Hours
19 years	120 Hours	97.50 Hours	78.75 Hours
20 years	120 Hours	97.50 Hours	78.75 Hours

13.6 Accumulated days: The number of days allowed for permanent part-time Library employees to accumulate within one calendar year is as follows:

Hours per week	Accumulation of hours
30	210
25	172.50
20	150

13.7 All leave time shall be applied for in advance, if possible, to the immediate Supervisor or Department Head.

13.8 All employees, upon termination whether voluntary or involuntary, shall be paid for one hundred percent (100%) for all earned, unused vacation leave at the present rate of pay.

13.9 A. Personal Days: Each full-time permanent employee shall be allotted fifteen personal hours each year to tend to matters which cannot be taken care of during the employee's regular time off. Part-time permanent Library Employees are not entitled to personal days. Upon death of an employee while in the employment of the City, the City shall pay to his/her estate an amount equal to one hundred percent (100%) of any unused personal days.

B. The employee shall be required to give a twenty -four (24) hour verbal notice to his/her Supervisor prior to the requested leave. In the event of an emergency, making such notice impractical, such notice shall be waived. In such cases, the Department Head may require the employee to submit a written explanation of the circumstances for not providing the twenty-four (24) notice.

Article 14
LEAVE OF ABSENCE WITHOUT PAY

14.1 Written leaves of absence without pay may be granted by the City Manager in writing specifying the commencement and expiration date for the leave. Such leave may be for a period not to exceed

twelve (12) months when medically necessary. Non-medical leaves may be for a period not to exceed six (6) months.

14.2 Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.

14.3 Failure of the employee to report promptly at the expiration of the leave shall be cause for disciplinary action up to and including discharge.

Article 15
BEREAVEMENT LEAVE

15.1 All employees shall be entitled to Bereavement leave up to three (3) days with pay for a death in the immediate family.

15.2 An additional two (2) days may be granted by the Department Head, at his discretion, for a death in the immediate family.

15.3 Immediate family shall be defined as follows: Spouse, Child, Adopted Child, Parent, Parent by adoption, Brother, Sister, Aunt, Uncle, Grandparent, Grandchild, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparent-in-law, Niece, and Nephew.

15.4 Extensions may be granted by application to the Department Head.

Article 16
HOLIDAYS

16.1 All permanent full-time employees shall be paid at their regular rate for the following named legal holidays:

New Year's Day
Dr. Martin Luther King, Jr. Day
Presidents Day
1/2 day Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
The preceding Monday if Christmas is on a Tuesday
The following Friday if Christmas is on a Thursday

16.2 Holiday pay shall be granted if an employee reports for work on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day after the holiday, except in the case of an approved annual day, personal day, compensatory day or a sick day supported by a doctor's note.

16.3 When a holiday falls on a Saturday, the preceding day shall be considered a holiday for City employees. If a holiday falls on a Sunday, the following Monday shall be considered a holiday.

16.4 Any holiday shall be considered part of the regular work week.

16.5 Permanent part-time Library employees are paid only for scheduled hours of work. On days when the building is normally scheduled to be opened, but is "closed" permanent, part-time employees receive pay only for their scheduled hours of work.

Article 17
UNION CONVENTION LEAVE

17.1 The City shall allow one (1) union member five (5) days leave of absence with pay, to attend the A.F.S.C.M.E. International Convention once every two years.

17.2 The City shall allow two (2) Union members one and one-half (1-1/2) days leave of absence with pay, to attend either the New Hampshire State Labor Council Convention or the A.F.S.C.M.E. Council #93 Convention each year.

17.3 Such leave must be requested at least one week in advance.

Article 18
MILITARY LEAVE OF ABSENCE

Any member who is ordered for active military service as a member of the Armed Forces of the United States of America, or who is engaged in activities in the Reserve Forces of the United States of America, or State National Guard, shall be granted a leave of absence to perform such military duties with the City paying the difference in salary between the employee's base pay and his/her military base pay for said duty and without loss of leave time. Such leave shall be considered Military Leave and shall not exceed fifteen (15) working days in a calendar year.

Article 19
SAFETY

19.1 The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees.

19.2 The City shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the City and the Unions shall meet one every 30 days at the request of either party to discuss safety or such relations. The Union will appoint their representatives to the Safety and Health Committee.

19.3 Employees cooperation in detecting hazards and eliminating or controlling them is a condition of their employment. Employees shall inform their supervisors immediately of a situation beyond their authority to correct on an appropriate form to be supplied by the City.

19.4 The Union agrees that its members who are employees of the City shall comply with the City's rules and regulations relating to safety, economy, continuity and efficiency of the service to the City and the Public.

Article 20
GRIEVANCES

20.1 In recognition of the fact that the City and its employees, represented by the Union, have a mutual responsibility to the Public which requires that substantial disagreements arising between the employees and the management be settled in an orderly way without undue delay, it is agreed that fundamental differences which may arise between the employee and the management of the nature mentioned in the following paragraphs shall be adjusted in accordance with the provisions herein set out.

20.2 Should any substantial difference arise between the City and the Union, or its members, as to the meaning and interpretation of this Agreement, including wages or changes in wage rates, procedure of a settlement shall be by private conference in the following manner and order:

A. An employee who has a grievance shall discuss the grievance with his/her Union Steward or an officer of the Union.

B. If the employee is dissatisfied then the grievance shall be submitted to the Department Head within seven (7) working days of the meeting in (A) for further review and possible solution. This shall be known as Step 1.

C. The Department Head shall submit his/her written decision to the Union within seven (7) working days after receipt of the notice of grievance or of the hearing to discuss said grievance whichever is later.

D. If no agreement has been reached, then the Union may submit the grievance to the City Manager within ten (10) working days after the decision from the Department Head. The City Manager shall render his/her written decision within ten (10) working days after receipt of the grievance. This shall be known as Step 2.

E. Should the City Manager's decision be unsatisfactory, any dispute, claim or grievance arising out of or relating to the interpretation or the application of this Agreement may be submitted to arbitration under the voluntary labor arbitration rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them. This shall be known as Step 3.

F. All demands for arbitration shall be submitted to the PELRB within thirty (30) work days of the Union's receipt of the City's Step 2 answer. Any grievance for which a demand for

arbitration is not submitted to the PELRB within thirty (30) work days shall be deemed dropped. This section shall be effective on or after the date of signing.

G. Notwithstanding the foregoing or any other section of this contract, a grievance must be filed in writing with management within ten (10) working days of the event giving rise to the grievance or within ten (10) working days of when the employee knew or should have known of the occurrence of said event. If the grievance is not filed in writing within the aforementioned time limit, it shall be untimely and therefore shall be denied.

H. The time limits set forth in Items B, C, D, and F may be extended by mutual agreement of the parties. It is understood that if the union wishes expedited treatment of a grievance it should so notify management so that hearings and decisions will be handled quickly.

20.3 Cost of said arbitrator shall be shared equally by the City and the Union. Any arbitrator ruling on a cause pursuant to this article shall have no authority to change, alter or amend in any way the provisions of this contract. RSA 542 shall be applicable to appeals of arbitrator's decisions.

20.4 Working Days: For the purposes of this article, working days shall be defined as Monday through Friday, not including holidays.

Article 21
DISCIPLINARY PROCEDURES

21.1 All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.

21.2 All suspensions and discharges must be stated in writing and the reasons stated and a copy given to the employee(s) and the Union at the time of suspension or discharge.

21.3 A. Disciplinary action will normally be taken in the following order:

(1) Verbal warning;
(2) Written warning;
(3) Suspension without pay;
(4) Discharge.

21.3 B. An employee may be suspended or discharged for the following reasons:

(1) Misconduct during employment;
(2) Incompetency or inefficiency;
(3) Failure to perform assigned duties;
(4) Disobedience of his superior;
(5) Intoxication while on duty;

(6) Conviction of a felony;
(7) Failure to observe rules and regulations;
(8) Unauthorized absence from duty;
(9) Incompatibility with other employees.

21.4 No employee shall be penalized, disciplined, suspended or discharged without just cause.

21.5 The length of time between disciplinary actions shall be considered in determining the appropriate level of discipline or in considering an employee for a promotion.

21.6 A. In the event an employee receives a written or verbal discipline, the warning shall remain in the employee's personnel file. However, said discipline will not be considered after one (1) year provided no subsequent infraction of the same type as classified in Section 21.3 B. occurs. .

B. In the event an employee is suspended, the suspension shall remain in the employee's personnel file. However, said discipline will not be considered after two (2) years provided no subsequent infraction of the same type as classified in Section 21.3 B. occurs.

C. Disciplinary action, taken by the City, against an employee due to illegal or criminal offenses shall be exempt from the provision of A. and B. of this Section.

21.7 The City shall not engage in random drug testing unless required to do so under Federal or State Law or Regulation.

Article 22
JURY/WITNESS DUTY PAY

An employee called as a juror or witness for the City shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by the employee by reason of such service. Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment of meals and/or mileage shall not be considered as part of the fee for the purpose of this Agreement. This section applies to scheduled work hours of permanent part -time Library employees.

Article 23
EMPLOYEE INDEMNIFICATION

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

Article 24
EDUCATIONAL EXPENSES

24.1 The following educational reimbursement policy will apply to members of the bargaining unit covered by this policy.

24.2 The City agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards: payment up to one hundred percent (100.0%) of the cost of such courses, but not to exceed Fifteen hundred dollars ($1500.00) per employee in a calendar year and not to exceed the total budgeted amount.

24.3 Courses must be approved in advance by the Department Head concerned as meeting the requirement that the course is related to the employee's job or is part of a career development program. Approval must be obtained through the Personnel Department for payment of the course. A procedure will be established to effectuate payment.

24.4 Once a course has been approved as meeting the requirements, up to one hundred percent (100.0%) will be paid to the employee upon presentation of a certificate of satisfactory completion of the course.

24.5 Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available.

24.6 If a course is paid for in whole or in part through Federal or State Program(s), then the City will not reimburse for such course, it being the intent of this Section to eliminate double payment for any course.

24.7 A. The City shall pay for required certification of minimum education required by the Federal, State, Local or City governments.

B. Education expenses shall include, but not be limited to the following: tuition, registration, books, supplies, course material, travel and meals.

C. If the employee has to attend any school or course during the regular work day, the employee shall be compensated at his regular rate of pay for all time related to the education including but not limited to: travel and actual classroom time, up to eight (8) hours in any one day.

Article 25
BULLETIN BOARDS

The City shall provide a space for a Union bulletin board in each building where space is available, that a Union member is employed. Only notices that are approved by the Union Executive Board or President shall be posted on said bulletin board.

Article 26
EQUIPMENT

The Union and its members agree to exercise proper care and to be responsible for all City property issued or entrusted to them.

Article 27
CALL OUTS

27.1 Employees within the bargaining unit called in for emergency work shall be paid a minimum of four (4) hours at the time and one - half rate.

27.2 Any employee recalled during his original call-out minimum shall not be entitled to additional compensation.

Article 28
MILEAGE

28.1 Employees required or requested to use their personal vehicles in the course of their duty for City business shall be reimbursed at the current applicable IRS allowable rate.

Article 29A
COMP-TIME IN LIEU OF OVERTIME

The parties agree that in lieu of overtime, a department head (totally within his or her discretion) may grant comp-time if the employee agrees to accept it, subject to City Manager approval. Comp-time, if granted, must be granted in accordance with FLSA requirements.

Article 29
HOURS OF WORK AND OVERTIME

29.1 Current work schedules shall remain unchanged until Management provides any affected employee/positions and the union with a minimum of twelve (12) work days' notice of the intent to change including the rationale for the change and afford the Union the opportunity to impact bargain and present alternatives. The current work schedules as of the signing of this agreement shall be listed in Appendix B and considered as part of this agreement.

29.2 Schedule changes: Daily and weekly scheduled work hours may be changed by mutual consent between the employees and the department head. The parties understand employees are needed to work the hours when services to the citizens and community can most efficiently be performed.

29.3 Lunch: Lunch time will be considered non-work time except where specifically stated otherwise.

29.4 Pay Period: The normal pay period shall begin Sunday at 12:01 a.m. and end Saturday at midnight.

29.5 Overtime: Overtime assignments shall be made on a rotating basis by classification seniority within the division in which the overtime occurs. Overtime shall be offered to employees within a division prior to out of division employees within the same classification. If there are not enough employees available for overtime work, the supervisor needing to fill such assignment shall, at his/her discretion, determine to go outside the division within the same classification to seek employees within the same division but of another classification to fill such overtime work requirements. Any employee performing such overtime assignments shall be placed at the bottom of the rotation list and not called again until proper rotation has been followed. Any employee refusing overtime shall be placed at the bottom of the rotation list. The purpose of this section is to divide overtime as equitable as possible. Overtime work required to complete a job in progress shall be handled as per current practice. If in the judgment of the foreman a true emergency situation exists, the above procedure may be waived.

29.6 Daily Overtime Waivers: It is understood where mutually agreed between the employee and the department head, daily overtime requirements may be waived, however the time off must be given off within the same week.

29.7 Holidays: All holidays for which an employee receives pay shall be considered part of his/her basic work week, as specified in the sections on hours of work, for overtime purposes and employees shall be paid for all time worked over this basic work week as specified in the sections on hours of work. [Settlement Agreement dated September 24, 1994 continues in effect].

29.8 Employees will be eligible for overtime after they have worked 40 hours in any given week. Holidays, bereavement, military leave and 6 hours for medical appointments will be considered hours worked for the purpose of calculating overtime. Vacation, sick leave, personal leave, will not count as hours worked for overtime calculation purposes.

The only exceptions to the above are as follows:

- Employees who use comp time or annual time during the next scheduled day of work following a night event (working beyond midnight) will be used in the overtime calculation. Any available comp time must be used prior to the use of annual time.

PUBLIC WORKS

29.1A. Public Works Office Personnel: Hours of work shall be thirty-seven and one-half (37 1/2)per week.

29.1B All work performed over forty (40)hours in any one (1) week shall be at the rate of time and one-half (1 1/2).

CITY HALL

29.2 City Hall:

A. The work week for City hall employees shall be thirty-seven and one-half (37 1/2) hours per week.

B. All work performed over forty (40)hours in any one (1) week shall be at the rate of time and one-half (1 1/2).

LIBRARY

29.3 Library:

A. The Library full-time permanent employees shall work thirty -seven and one-half (37 1/2) hours in one (1) week.

B. All work performed over forty (40) hours in any one (1) week shall be the rate of time and one-half (1 1/2).

C. Full-time Library employees whose regular day off falls on a designated holiday shall have said holiday added to their annual leave.

Article 30
LIBRARY PARKING

The City will provide up to twelve (12) parking spaces for Library employees during their respective working hours.

The parties shall establish a joint labor management committee composed of two library employees from the bargaining unit and two representatives for the City to discuss parking options for library employees.

Article 32
SUBCONTRACTING

32.1 The City and the Union agree that in any subcontracting proposal where the City anticipates eliminating the jobs for any members of the Union, the City shall give notice to the Union in anticipation of such action.

32.2 Any bargaining unit employee, whose job is eliminated because of subcontracting, shall be given due consideration for transfer to any vacancies which exist.

Article 33
AMENDMENT

33.1 The signing of this Agreement by the authorized representatives of the Union and the City shall constitute the effective date of this Agreement. No cost item will be retroactive unless specifically described as such and approved as a retroactive cost by the City Council.

33.2 This Agreement will remain in effect until June 30, 2017.

33.3 Should neither party to this Agreement initiate negotiations as required by State Law, this Agreement shall be considered to have been automatically renewed for another year.

33.4 In no case shall a termination notice be sent less than thirty (30) days prior to the notice day for intent to bargain as set forth by State Law. Such notice shall be in writing.

33.5 To promote peace and harmony, meetings between the Union and the City shall be conducted in accordance with New Hampshire RSA 273-A.

Article 34
LIMITATIONS

Nothing in this Agreement, either by inclusion or exclusion, shall be so interpreted as to limit any benefit now enjoyed by City employees.

Article 35
CONFLICT

In the event of a conflict between the provisions of this Agreement and existing policies and procedures of the City of Portsmouth regarding wages, hours of work, and working conditions, it is agreed that this Agreement shall govern the relationship between the parties.

Article 36
COPIES

All employees, including new employees upon successful completion of their probation, shall be provided with a copy of this Agreement and all appendices at the expense of the City of Portsmouth. The Union Steward shall comply with the provision not later than thirty (30) calendar days after the signing of this Agreement for the contract year.

Article 37
BARGAINING AGREEMENT

The Union and the City agree that the issue of the effective date of the contract including the issue of retroactivity is a negotiable subject of bargaining. The City and the Union recognize that the timely negotiation of future collective bargaining agreements is an important matter of great concern to the City in order for it to complete its budgeting process within the legal time limits. Toward this end, the City and the Union agree that every effort will b e made to negotiate all future agreements prior to the expiration date of such agreements including this Agreement. The retroactivity of future agreements shall be specifically bargaining and shall not be automatic.

Article 38

Article 38

The City will provide #1386 with copies of the job descriptions for their members, as well as job descriptions as they are revised.

Article 39
POLICIES

The City will provide copies of all personnel policies and updates to the Union President and Unit Vice President on a regular, periodic basis.

SIGNATURES

Executed this 19th day of November, 2015.

City of Portsmouth
New Hampshire

City Manager

City Negotiator

American Federation of State,
County, Municipal Employees,
Local #1386

President

Vice President

Council 93

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AFSCME #1386 B
SALARY SCHEDULE
OCTOBER 1, 2015 - JUNE 30, 2016

Grade	POSITION	A	B	C	D	E	F	G	
2	Library Assistant I	$28,371	$29,760	$31,224	$32,763	$34,378	$35,323	$36,295	Annual
		$1,091.19	$1,144.63	$1,200.94	$1,260.13	$1,322.24	$1,358.58	$1,395.95	Bi-weekly
		$14.55	$15.26	$16.01	$16.80	$17.63	$18.11	$18.61	37.5 hrly
3	Account Clerk	$29,760	$31,224	$32,763	$34,378	$36,072	$37,064	$38,084	Annual
	Clerk Typist	$1,144.63	$1,200.94	$1,260.13	$1,322.24	$1,387.40	$1,425.55	$1,464.76	Bi-weekly
		$15.26	$16.01	$16.80	$17.63	$18.50	$19.01	$19.53	37.5 hrly
		$14.31	$15.01	$15.75	$16.53	$17.34	$17.82	$18.31	40 hrly
4	Secretary	$31,224	$32,763	$34,378	$36,072	$37,848	$38,889	$39,959	Annual
	Library Assistant II	$1,200.94	$1,260.13	$1,322.24	$1,387.40	$1,455.70	$1,495.73	$1,536.88	Bi-weekly
		$16.01	$16.80	$17.63	$18.50	$19.41	$19.94	$20.49	37.5 hrly
5	Violation Clerk	$32,763	$34,378	$36,072	$37,848	$39,718	$40,810	$41,932	Annual
	Collection Clerk	$1,260.13	$1,322.24	$1,387.40	$1,455.70	$1,527.60	$1,569.61	$1,612.78	Bi-weekly
		$16.80	$17.63	$18.50	$19.41	$20.37	$20.93	$21.50	37.5 hrly
		$15.75	$16.53	$17.34	$18.20	$19.10	$19.62	$20.16	40 hrly
6	Deputy Tax Collector	$34,378	$36,072	$37,848	$39,718	$41,677	$42,822	$44,001	Annual
	Deputy City Clerk	$1,322.24	$1,387.40	$1,455.70	$1,527.60	$1,602.94	$1,647.01	$1,692.33	Bi-weekly
	Legal Secretary	$17.63	$18.50	$19.41	$20.37	$21.37	$21.96	$22.56	37.5 hrly
	Library Assistant III								
7	Administrative Clerk	$36,072	$37,848	$39,718	$41,677	$43,741	$44,944	$46,179	Annual
	Water/Sewer Billing Lead	$1,387.40	$1,455.70	$1,527.60	$1,602.94	$1,682.37	$1,728.63	$1,776.13	Bi-weekly
		$18.50	$19.41	$20.37	$21.37	$22.43	$23.05	$23.68	37.5 hrly
		$17.34	$18.20	$19.10	$20.04	$21.03	$21.61	$22.20	40 hrly
8	Draftsman	$37,848	$39,718	$41,677	$43,741	$45,905	$47,167	$48,463	Annual
	CAD Technician	$1,455.70	$1,527.60	$1,602.94	$1,682.37	$1,765.57	$1,814.10	$1,863.97	Bi-weekly
		$19.41	$20.37	$21.37	$22.43	$23.54	$24.19	$24.85	37.5 hrly
9	Librarian	$39,718	$41,677	$43,741	$45,905	$48,176	$49,501	$50,862	Annual
	Accounting Assistant/	$1,527.60	$1,602.94	$1,682.37	$1,765.57	$1,852.93	$1,903.88	$1,956.24	Bi-weekly
	Payroll Clerk	$20.37	$21.37	$22.43	$23.54	$24.71	$25.39	$26.08	37.5 hrly
		$19.10	$20.04	$21.03	$22.07	$23.16	$23.80	$24.45	40 hrly