

WORKING AGREEMENT

Between

THE PORTSMOUTH POLICE COMMISSION

and

THE PORTSMOUTH POLICE

RANKING OFFICERS ASSOCIATION

July 1, 2008 to June 30, 2014

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1. **RECOGNITION:** The COMMISSION recognizes the ASSOCIATION as the sole and exclusive bargaining agency for all permanent members of the Portsmouth Police Department above the rank of "Patrolman" for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. Nothing in this Agreement shall deprive or limit any member of the Portsmouth Police Department or of the ASSOCIATION in the exercise of any rights, powers and liberties granted them by the laws of The State of New Hampshire or The United States of America.
2. **MANAGEMENT RIGHTS:** The ASSOCIATION recognizes the prerogative of Management to operate and manage its affairs in all respects in accordance with existing laws and regulations of the appropriate authorities including municipal personnel policies and work rules. Examples of the authority as to every matter not expressly covered by this Agreement and which Management has not officially abridged, delegated or modified and which is retained by Management such as, but is not limited to, are:
  1. The functions, programs and methods of the public employer.
  2. The use of technology in the public employer's organizational structure.
  3. The selection, direction and number of personnel so as to continue public control of government.
  4. Budgetary considerations.
  5. Departmental and managerial policies.

Except as expressly or indirectly modified by clear language and a specific provision of this Agreement, the COMMISSION retains exclusively to itself, all rights that it has or may hereafter be granted by law, and shall exercise those rights without such exercise being subject to grievance or arbitration. (Amended: March 04, 1987).

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

3. **EMPLOYEE RIGHTS:**
  - A. The COMMISSION and the ASSOCIATION agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the ASSOCIATION, or to discriminate against any employee because said employee has given testimony, or taken part in a grievance procedure, or proceedings of the ASSOCIATION.
  - B. No permanent employee shall be disciplined except for just cause, and that any major disciplinary actions (i.e., written warning, suspension or dismissal) taken against any member of the Portsmouth Police Department covered by this Agreement will be subject to the grievance procedure. (Amended: March 04, 1987)
4. **FAIR PRACTICE:** The Commission and the Police Department and the Union reaffirm and will maintain a policy not to discriminate against any person because of race, creed, color, national origin, sex, age, marital status, Vietnam era veteran status, qualified handicapped status or participation in Union activities or affairs.

5. **MANAGEMENT - LABOR MEETINGS:** Officers of the ASSOCIATION shall be allowed to meet with the COMMISSION whenever necessary to carry out the contents and purposes of this Agreement. No more than three (3) officers shall be designated. Officers who are off duty will not be compensated for their attendance at meetings or hearings related to grievances, including arbitration hearings, but off-duty officers are entitled to compensation for attending negotiations and labor-management meetings. (Amended: July 19, 2004)
6. **NEW SERGEANTS, LIEUTENANTS AND CAPTAINS:** All new ranking officers shall serve a probationary period as prescribed by the COMMISSION not to exceed one (1) year. All those who have satisfactorily completed their probationary period shall be known as permanent ranking officers, and their probationary period shall be included when computing seniority. Ranking officers, upon completion of their probationary period, will be provided with a copy of this Agreement at the Department's expense, including all appendices, hereto.
7. **RESIDENCY:** As a condition of employment, all ranking officers of the City of Portsmouth, New Hampshire Police Department shall, within six (6) months of employment, become domiciled to within a thirty (30) mile radius of the Portsmouth Police Department and shall remain domiciled within that radius during their term of employment. (Amended: March 04, 1985, March 04, 1987, July 19, 2004)
8. **SENIORITY:** The seniority of a ranking officer shall be determined by time in grade. In the event that more than one (1) employee was promoted on the same date, seniority shall be determined by the highest test score (if applicable). Otherwise, seniority shall be determined by length of service in present grade. In the event that all of the above are equal between two or more employees, seniority will be determined by a method which is agreeable to all parties concerned, such as a test, coin flip, etc. (Amended: March 01, 1987)
9. **VACANCIES:** Vacancies in the ranking officers ranks shall be filled as determined by the Chief and Commission. (Amended: July 19, 2004)
10. **SPECIAL DETAILS:** All ranking officers shall be eligible to fill any vacancy which may occur, whether said vacancy is in the Uniform Division or in Detectives or Youth Services, or any other Special Detail position which may be instituted. Promotions to these positions shall be filled in the same manner as any other promotion.
11. **PROMOTIONS AND TRANSFERS:** Promotions and transfers within the Portsmouth Police Department shall be made under the "Policy for Promotions" promulgated by the Portsmouth Police Commission on February 1, 1981 (amended April 9, 1987) and made an appendix to this agreement. (Amended: March 04, 1987, July 19, 2004)
12. **PERSONNEL REDUCTION:** In the event of a reduction in the ranks of the Police Department, employees with the least seniority will be first to be reduced in rank. Re-hiring will be done opposite the laying-off procedure, in that, the last officer laid off will be the first to be re-hired. Should any such employee refuse to be re-hired for whatever reason, said employee will lose all seniority and be placed at the bottom of the re-hiring list. (Amended: March 04, 1987) See Addendum #1 for Retreat Rights Agreement.
13. **TEMPORARY SERVICE OUT-OF-RANK:** When a member of the ASSOCIATION is absent from duty for a minimum of ten (10) consecutive work days, (or a minimum of fifteen (15) work days if the absence is for schooling or courses), and a specific officer of lesser rank is designated in writing by Management to assume the full-time and ongoing duties and responsibilities of the absent officer, the officer will be compensated for this service at the same rate of pay as the person for whom they are working. Temporary service out-of-rank does not constitute a promotion. (Amended: March 04, 1987, January 28, 1997, July 19, 2004)

14. **SALARIES:**

Effective June 16, 2010, and each July 1 thereafter from July 1, 2010 through June 30, 2014, 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 three year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2014 that no further COLA adjustments after July 1, 2013 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, 2014.

Detectives shall receive the following annual stipends :

To start	\$1700.00 annually
After 1 year	\$1900.00 annually
After 2 years	\$2100.00 annually

Ranking officers serving in the Patrol Division shall be paid an annual shift work differential of \$1000.00 effective July 1, 2005, to be paid \$500.00 in December and \$500.00 in June. (Amended: July 19, 2004). Upon City Council approval, the detective stipend and shift differential shall increase in accordance with the COLA adjustment described above.

The Department agrees to maintain the current minimum fifteen percent (15.0%) gap between top step patrol wages and first step sergeant wages.

15. **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-hour days followed by forty-eight (48) hours off. Any duty requiring extension of the eight-hour work period will be considered as overtime.

Effective July 1, 2013, eight (8) of the hours required for annual New Hampshire Police Standards and Training council (NHPSTC) certification on programs not required by the PPD will be without compensation.

16. **OVERTIME:** No officer will be required to work more than the officer's regular eight-hour shift or forty-hour week except as provided in this Section. Any officer required to do so will be paid at an overtime rate, and this pay will, hereinafter, be referred to as "Overtime Pay." Overtime will start after the first fifteen (15) minute period either before or after the officer's regular duty hours. Any time worked over this fifteen (15) minute period will be paid at the regular overtime rate for only the time worked.

It is expressly understood that time spent on outside or private work details will not be counted in determining the number of hours worked for overtime distribution. With respect to any outside details for which the Chief of Police or the Chief's designee has authorized the deployment of a Supervisor to be in charge of the detail, the rate of pay for the Supervisor shall be at the overtime rate for a Sergeant. (Amended: April 3, 1990)

Paid leave taken for Vacation, Sick Leave, Personal days, Bereavement, Military Leave, and Administrative Leave for Pending discipline will not count as time worked for overtime purposes. Notwithstanding the above, Officers called in or held over by management to work periods contiguous to their regularly scheduled shifts shall be paid at the overtime rate. Nothing in this provision shall affect the overtime for call-back or court time minimums, outside details, or grant-funded initiatives. The effective date for this provision shall be January 16, 2011.

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

- 16A. **Court Appearances:** If officers are required by the Department to attend Court or a hearing during their off duty hours they shall be paid a three (3) hour minimum at their time and one half rate, but shall pay to the Department any and all witness fees paid to them for attending the Court or the hearing. This will include Local, County, State, and Federal Courts. Any officer who becomes eligible for this pay will fill out an overtime slip showing the time the officer arrived in Court and the time the officer left along with the name of the Defendant in the case. (Effective July 1, 1995) [Only those employees who are on the payroll on the date the City Council gives final approval to a successor agreement shall be entitled to retroactive payment under this section.] Payment for court appearances shall not be compounded, pyramided, overlapped with or added to compensation for any other purpose except outside work details. (Amended January, 1997, July 19, 2004)
17. **SPECIAL ASSIGNMENTS:** Any officer called in for special assignment during said officer's off-duty time, shall be paid a minimum of three (3) hours at the overtime rate, and such overtime rate shall continue for any hour or portion, thereof, (at least fifteen (15) minutes), beyond said three (3) hours. This shall include parade duty, as well as any other instance where extra police protection is required. Payment for special assignments shall not be compounded, pyramided, overlapped with or added to compensation for any other purpose. (Amended: July 19, 2004)
18. **EXCHANGE OF DAYS OFF:** Members of the ASSOCIATION shall be allowed to exchange days off with other members of equal rank with the approval of the Chief of Police or the Chief's designee.
19. **HOLIDAYS:** The following Holidays shall be paid Holidays for all members regardless of whether the member's day off falls on the Holiday or not, or if it falls during the member's annual, sick or injured leave:

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

COLUMBUS DAY  
VETERANS DAY  
THANKSGIVING DAY  
FRIDAY FOLLOWING THANKSGIVING DAY  
CHRISTMAS DAY

(Amended 1997)

20. **PERSONAL DAYS:** All ranking officers shall be entitled to four (4) days off per Fiscal Year which will be classified as "Personal Days." These days may be utilized only when sufficient coverage is available so that overtime hiring is not necessary, and will be a paid day off not chargeable to any other leave. (Amended: March 04, 1987, April 3, 1990, May 3, 1999, July 19, 2004)
21. **VACATIONS:** All members completing one (1) full year of service shall be entitled to ten (10) working days paid vacation per year, and shall earn an additional day per year from the completion of the member's second year to the completion of the member's eleventh year, at which time the member shall have earned a total of twenty (20) annual vacation days. Upon completing the member's twelfth year, the member shall earn a bonus day, thus earning two (2) extra days for the twelfth year, and will continue to earn as before, one (1) day per year to the completion of the member's twentieth (20th) year, at which time the member will have earned thirty (30) days annual paid vacation. 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 one-third (1/3) total leave earned by the member for that year. (Amended: July 01, 1982, July 19, 2004).

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

The two Captains assigned to Administration will coordinate any vacation pick to insure that they will not be on scheduled leave at the same time. The Lieutenant and Sergeant assigned to Personnel and Training Division will do the same. The Captain and Lieutenant assigned to the Bureau of Investigative Services will schedule their vacation picks so they shall not conflict as outlined above. The two sergeants assigned to the Bureau of Investigative Services will do the same. (Amended: July 19, 2004)

22. **SICK LEAVE:** 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 the officer's 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 the officer's retirement, death or termination of employment.

Whenever a member is absent from duty due to injury or sickness not job-related, said member shall be paid the member's regular rate of pay within the limits of the members accumulated sick leave.

New employees hired into the Department after March 30, 1990 who become members of the ranking officers bargaining unit, shall have sick leave accumulation limited to one hundred and fifty (150) days. (Amended: April 3, 1990)

### Notice To Receive Sick Leave Payout

Officers requesting advance pay-outs for accrued sick leave in lieu of 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 pay-outs (at 90% of the current wage). Once the pay-out begins, the employee may not withdraw said notice of retirement or voluntary termination. (Amended: July 19, 2004)

### Three Year Payout Option

If an employee wants accumulated sick leave to be paid out over more than one year, the employee may give up to three years of notice. However, it is understood that once payment begins the employee may not withdraw said notice of retirement or voluntary termination. (Amended January, 1997)

### ZERO Payout For New Hires

New employees hired into the Department after January 1, 1997 who become members of the ranking officers bargaining unit shall not be entitled to any payout for accumulated sick leave upon retirement, termination, or death. Such employees will still be allowed to accumulate up to the maximum of one hundred fifty (150) days. (Amended 1997)

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

24. **TEMPORARY ALTERNATIVE DUTY**

(A). In compliance with RSA 281-A:23-b, the Chief of Police, under delegation of authority from 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 work light duty assignments within the patrol division, and will have the same work schedule, subject to authorization from his/her physician and the availability of a light duty assignment. The Department will make a reasonable attempt to 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 officers individual circumstances in making a light duty assignment.

- 2) SPECIAL DETAILS – Officers assigned to Special Details may perform light duty that is consistent with "Special Detail" assignments. (Amended: July 19, 2004)
- 3) ADMINISTRATIVE ASSIGNMENTS – Officers assigned to administrative assignments may perform light duty that is consistent with such assignments.

(C) Nothing in this agreement shall be construed as conflicting with the injured leave section of the 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.

(E) 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.

(F) Light duty assignments shall not affect the shift assignments, or shift bid possibilities, or other employees. Employees assigned to light duty shall be assigned to the same shift as their assignment before the injury, subject to the limitations in Paragraph B (1) above.

(G) Officers assigned to light duty are not eligible to work any overtime listed in the "work book" which includes "budgets" or "outside details".

(H) An employee whose physician has approved 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.

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

26. **HEALTH AND WELFARE INSURANCE:** The City shall provide health insurance for individual, two person or family coverage for full-time employees. Effective as soon as possible after City Council approval of the 1995-1998 contract the insurance will be Blue\_Choice One (1) or equivalent coverage. SAID plan shall include at least a \$2,000,000.00 lifetime maximum coverage.

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

Effective June 16, 2010 the employee's cost will be twenty percent (20.0%) of the premium and the Commission will pay eighty percent (80.0%).

Within a reasonable time after the approval of this contract by the City Council, 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:

**Employee Percentage**

June 16, 2010	15.5%
2011-12	15.5%
2012-13	15.5%
2013-14	15.5%

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 Association agrees to participate in a City-wide committee to explore 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 agreement - such plan would only become effective if ratified by the Union, approved by the Commission and approved by the City Council. (Amended: July 19, 2004)

27. **DELTA DENTAL COVERAGE:** 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:

COVERAGE "A" - 100%  
COVERAGE "B" - 60%  
COVERAGE "C" - 50%

This coverage is effective on October 01, 1981. (Amended: April 09, 1984)

**26.A and 27.A STIPEND GRANDFATHER LANGUAGE:**

The parties agree that employees currently receiving stipends in lieu of health insurance coverage will continue to receive them at the dollar level in effect at the time this agreement is reached. 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 by the City or School Department. If the employee is found to have dual coverage, the employee

must pay back to the City an amount equal to the premiums paid by the City during the time of dual coverage. (Added October, 1993)

28. **LIABILITY INSURANCE:** Effective as soon as practicable after the City Council approval of this agreement, The City of Portsmouth shall provide at no cost to the employee, insurance coverage in the amount of \$2,000,000 for liability protection for actions arising out of the performance of the employee's duties, including action for False Arrest.
29. **LIFE INSURANCE:** The City of Portsmouth shall provide, at no cost to the employee, life insurance coverage of no less than \$10,000 on each member of the Police Department. This coverage shall be increased to twenty thousand dollars (\$20,000) effective July 1, 1999. (Amended May 3, 1999). Effective as soon as practicable after the City Council approval of the agreement, this coverage shall increase to forty thousand dollars (\$40,000.00). This insurance also automatically includes Accidental Death Coverage up to \$20,000 per person.
30. **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 such leave shall be to attend the funeral and/or memorial service of the deceased relative. Relatives covered are:

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)		Civil Union Partner

The above relatives will apply to both the employee and the employee's spouse. In addition to the above, the Chief of Police may upon written application grant up to three (3) days Emergency Leave if in the Chief's opinion, the circumstances warrant. (Amended: March 04, 1987, October, 1993, July 19, 2004)

31. **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 - \$100.00, and an additional \$30.00 per year for every additional year of service thereafter. Longevity pay will increase by 8.4% effective July 1, 2004. Effective July 1, 2005, the longevity pay will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above. (Amended: July 19, 2004) Upon City Council approval, this will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above.
32. **CLOTHING ALLOWANCE:** The City of Portsmouth will provide the amount Seven Hundred Three Dollars and Fifteen Cents (703.15) to be paid on or about July 1, 2005 or at such time as set by the COMMISSION to each member of the bargaining unit for the purpose of purchasing uniforms and/or clothing worn as part of the uniform. Upon City Council approval, this will increase in accordance with the COLA adjustments for base wages as described in Paragraph 14 above. The following articles are considered as part of the uniform:

Bars (Service)	Blouse	Boots (ins.)
Cap (summer & winter)	Cape & Cover	Chevrons
Epaulets	Gloves (black)	Gloves (white)
Hat Pieces	Jacket (cruiser)	Raincoat

Scarves	Overshoes	shirt(short & long)
Rain Hat	Rubbers	Ties
Shoes and/or Repairs	Sweater (blue)	Socks (navy/black)
Trousers	Underwear (Ins.)	Knife (pocket/jack)
Vest (traffic safety)	Vest (blue Ins.)	Flashlight
Clothing maintenance/tailoring		

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

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

All new employees hired between July 01st and December 31st shall receive a complete and full uniform including equipment at the expense of the Department and shall be considered the employee's clothing allotment for the Fiscal Year. If an employee is hired between January 01st and June 30th, the employee's uniform and equipment will be supplied, however, the employee's allowance shall be one-half (1/2) of the usual amount for the next Fiscal Year. 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: March 04, 1987) (Amended: April 3, 1990)(Amended October 1993) (Amended: July 19, 2004)

33. **MILITARY LEAVE:** Except as note herein, the Department shall follow the City of Portsmouth's Military Leave Policy.(Added October, 1993, July 19, 2004)
34. **EDUCATIONAL INCENTIVE:** Effective July 1, 2012, 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) Bachelor's Degree \$1,000.00
  - (c) 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.

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

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

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

(Section 4) - The function of the Arbitrator is to determine the interpretation of specific provisions of this Agreement. There shall be no right in Arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or detract from any provision of this Agreement. The Arbitrator may or may not, make his/her award retroactive to the initial filing date of the grievance as the equities of the case may require.

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

(Section 6) - The Arbitrator shall furnish a written opinion

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<sup>1</sup> It is understood that the scheduling of the hearing must occur within the ten (10) days, although the actual hearing may take place later.

specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the ASSOCIATION and the COMMISSION and the aggrieved employee who initiated the grievance. (Amended: March 04, 1987)

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

36. **SEPARABILITY:** Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in force. In the event that this Agreement should provide more advantageous benefits than those provided in any statutes, the terms of this Agreement shall prevail.
37. **REOPENING OF CONTRACT:** It is hereby agreed by the COMMISSION and the ASSOCIATION that any and all terms of this Agreement relating to working conditions shall be opened for additions or omissions at any time before its expiration date upon agreement of both parties.
38. **DURATION OF CONTRACT:** The terms of this Agreement shall be in effect, where reasonable, from the date of City Council approval and shall expire June 30, 2014. No cost item in this agreement shall have retroactive effect unless it is specifically described as such and the cost is disclosed to and approved by the Commission and the City Council. (Amended: March 04, 1987) (Amended: April 3, 1990)(October 1993) (Amended January 1997) (Amended: July 19, 2004)
39. **SCOPE OF AGREEMENT:** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the COMMISSION and the Association, for the life of this Agreement, each, voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

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

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

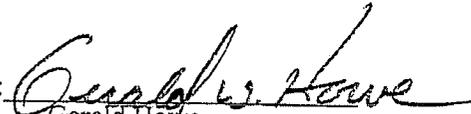
In the event of a violation of this Section, the COMMISSION or the ASSOCIATION, as the case may be, may at its option, institute any or all proceedings in a Court of Law, or in Equity, or before the Public Employee Labor Relations Board or in Arbitration pursuant to the procedures described in this Agreement.

Dated at Portsmouth, New Hampshire, this 10<sup>th</sup> day of January, 2011.

PORTSMOUTH POLICE  
RANKING OFFICERS ASSOCIATION

PORTSMOUTH POLICE COMMISSION

By:   
\_\_\_\_\_  
President PPROA

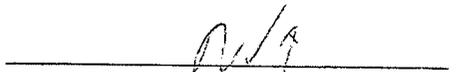
By:   
\_\_\_\_\_  
Gerald Howe  
Chairman

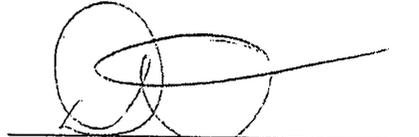
  
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Vice President PPROA  
Negotiating Committee Member

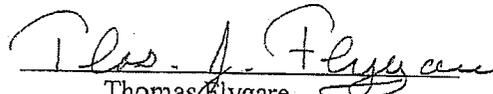
  
\_\_\_\_\_  
John Russo  
Commissioner

  
\_\_\_\_\_  
Negotiating Committee Member  
PPROA

  
\_\_\_\_\_  
John Golumb  
Commissioner

  
\_\_\_\_\_  
Negotiating Committee Member  
PPROA

  
\_\_\_\_\_  
David Ferland  
Chief of Police

  
\_\_\_\_\_  
Thomas Flygare  
City Negotiator

**PORTSMOUTH POLICE DEPARTMENT**  
**SALARY SCALE -- FISCAL YEAR 2008**  
**JUNE 16, 2010 - JUNE 30, 2010**

POSITION                      SALARY    3I-WEEKLY HOLIDAY/DAILY    HOURLY OVERTIME

CAPTAIN 4TH	77,440.09	2,978.47	297.85	37.23	55.85
CAPTAIN 3RD	76,673.35	2,948.98	294.90	36.86	55.29
CAPTAIN 2ND	75,914.21	2,919.78	291.98	36.50	54.75
CAPTAIN 1ST	75,162.60	2,890.87	289.09	36.14	54.20
CAPTAIN BASE	74,418.39	2,862.25	286.22	35.78	53.67

LIEUTENANT 4TH	72,373.92	2,783.61	278.36	34.80	52.19
LIEUTENANT 3RD	71,657.34	2,756.05	275.61	34.45	51.68
LIEUTENANT 2ND	70,947.86	2,728.76	272.88	34.11	51.16
LIEUTENANT 1ST	70,245.41	2,701.75	270.17	33.77	50.66
LIEUTENANT BA	69,549.91	2,675.00	267.50	33.44	50.16

SERGEANT 4TH	67,639.16	2,601.51	260.15	32.52	48.78
SERGEANT 3RD	66,969.48	2,575.75	257.57	32.20	48.30
SERGEANT 2ND	66,306.41	2,550.25	255.02	31.88	47.82
SERGEANT 1ST	65,649.91	2,525.00	252.50	31.56	47.34
SERGEANT BAS	64,999.91	2,500.00	250.00	31.25	46.87

**PORTSMOUTH POLICE DEPARTMENT**  
**SALARY SCALE -- FISCAL YEAR 2008**  
**JULY 1, 2010 - JUNE 30, 2011**

POSITION                      SALARY    3I-WEEKLY    HOLIDAY/DAILY    HOURLY OVERTIME

CAPTAIN 4TH	79,623.90	3,062.46	306.25	38.28	57.42
CAPTAIN 3RD	78,835.54	3,032.14	303.21	37.90	56.85
CAPTAIN 2ND	78,054.99	3,002.11	300.21	37.53	56.29
CAPTAIN 1ST	77,282.18	2,972.39	297.24	37.15	55.73
CAPTAIN BASE	76,516.99	2,942.96	294.30	36.79	55.18

LIEUTENANT 4TH	74,414.86	2,862.11	286.21	35.78	53.66
LIEUTENANT 3RD	73,678.08	2,833.77	283.38	35.42	53.13
LIEUTENANT 2ND	72,948.59	2,805.72	280.57	35.07	52.61
LIEUTENANT 1ST	72,226.33	2,777.94	277.79	34.72	52.09
LIEUTENANT BASE	71,511.22	2,750.43	275.04	34.38	51.57

SERGEANT 4TH	69,546.59	2,674.87	267.49	33.44	50.15
SERGEANT 3RD	68,858.02	2,648.39	264.84	33.10	49.66
SERGEANT 2ND	68,176.25	2,622.16	262.22	32.78	49.17
SERGEANT 1ST	67,501.24	2,596.20	259.62	32.45	48.68
SERGEANT BASE	66,832.91	2,570.50	257.05	32.13	48.20

**PORTSMOUTH POLICE DEPARTMENT**  
**SALARY SCALE -- FISCAL YEAR 2008**  
**JULY 1, 2011 - JUNE 30, 2012**

POSITION                      SALARY    3I-WEEKLY HOLIDAY/DAILY    HOURLY OVERTIME

CAPTAIN 4TH	81,558.76	3,136.88	313.69	39.21	58.82
CAPTAIN 3RD	80,751.25	3,105.82	310.58	38.82	58.23
CAPTAIN 2ND	79,951.72	3,075.07	307.51	38.44	57.66
CAPTAIN 1ST	79,160.14	3,044.62	304.46	38.06	57.09
CAPTAIN BASE	78,376.36	3,014.48	301.45	37.68	56.52

LIEUTENANT 4TH	76,223.15	2,931.66	293.17	36.65	54.97
LIEUTENANT 3RD	75,468.45	2,902.63	290.26	36.28	54.42
LIEUTENANT 2ND	74,721.24	2,873.89	287.39	35.92	53.89
LIEUTENANT 1ST	73,981.43	2,845.44	284.54	35.57	53.35
LIEUTENANT BASE	73,248.94	2,817.27	281.73	35.22	52.82

SERGEANT 4TH	71,236.57	2,739.87	273.99	34.25	51.37
SERGEANT 3RD	70,531.27	2,712.74	271.27	33.91	50.86
SERGEANT 2ND	69,832.93	2,685.88	268.59	33.57	50.36
SERGEANT 1ST	69,141.52	2,659.29	265.93	33.24	49.86
SERGEANT BASE	68,456.95	2,632.96	263.30	32.91	49.37

**PORTSMOUTH POLICE DEPARTMENT**  
**SALARY SCALE -- FISCAL YEAR 2011**  
**JULY 1, 2012 - JUNE 30, 2013**

POSITION	SALARY	BI-WEEKLY	HOLIDAY/		HOURLY OVERTIME
			DAILY		
CAPTAIN 4TH	83,548.80	3,213.42	321.34	40.17	60.25
CAPTAIN 3RD	82,721.58	3,181.60	318.16	39.77	59.65
CAPTAIN 2ND	81,902.55	3,150.10	315.01	39.38	59.06
CAPTAIN 1ST	81,091.65	3,118.91	311.89	38.99	58.48
CAPTAIN BASE	80,288.74	3,088.03	308.80	38.60	57.90
LIEUTENANT 4TH	78,082.99	3,003.19	300.32	37.54	56.31
LIEUTENANT 3RD	77,309.88	2,973.46	297.35	37.17	55.75
LIEUTENANT 2ND	76,544.44	2,944.02	294.40	36.80	55.20
LIEUTENANT 1ST	75,786.57	2,914.87	291.49	36.44	54.65
LIEUTENANT BASE	75,036.21	2,886.01	288.60	36.08	54.11
SERGEANT 4TH	72,974.74	2,806.72	280.67	35.08	52.63
SERGEANT 3RD	72,252.23	2,778.93	277.89	34.74	52.10
SERGEANT 2ND	71,536.85	2,751.42	275.14	34.39	51.59
SERGEANT 1ST	70,828.57	2,724.18	272.42	34.05	51.08
SERGEANT BASE	70,127.30	2,697.20	269.72	33.72	50.57

**PORTSMOUTH POLICE DEPARTMENT**  
**SALARY SCALE -- FISCAL YEAR 2014**  
**JULY 1, 2013 - JUNE 30, 2014**

POSITION	SALARY	BI-WEEKLY	HOLIDAY/ DAILY	HOURLY OVERTIME
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CAPTAIN 4TH	85,420.29	3,285.40	328.54	41.07	61.61
CAPTAIN 3RD	84,574.54	3,252.87	325.29	40.66	60.99
CAPTAIN 2ND	83,737.16	3,220.66	322.07	40.26	60.39
CAPTAIN 1ST	82,908.10	3,188.77	318.88	39.86	59.79
CAPTAIN BASE	82,087.21	3,157.20	315.72	39.47	59.21

LIEUTENANT 4TH	79,832.05	3,070.46	307.05	38.38	57.57
LIEUTENANT 3RD	79,041.62	3,040.06	304.01	38.00	57.00
LIEUTENANT 2ND	78,259.04	3,009.96	301.00	37.62	56.43
LIEUTENANT 1ST	77,484.19	2,980.16	298.02	37.25	55.88
LIEUTENANT BASE	76,717.02	2,950.65	295.07	36.88	55.32

SERGEANT 4TH	74,609.38	2,869.59	286.96	35.87	53.81
SERGEANT 3RD	73,870.68	2,841.18	284.12	35.51	53.27
SERGEANT 2ND	73,139.28	2,813.05	281.30	35.16	52.74
SERGEANT 1ST	72,415.13	2,785.20	278.52	34.81	52.22
SERGEANT BASE	71,698.15	2,757.62	275.76	34.47	51.71



**WORKING AGREEMENT**

**BETWEEN**

**CITY OF PORTSMOUTH, NEW HAMPSHIRE**

**AND**

**THE CITY OF PORTSMOUTH AND**

**THE PORTSMOUTH SUPERVISORY MANAGEMENT ALLIANCE**

**July 1, 2008 through June 30, 2014**

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The City of Portsmouth, hereinafter referred to as the City and the Portsmouth Supervisory and Management Alliance, hereinafter referred to as the Alliance, in order to maintain the existing harmonious relationship between the City Manager who is Chief Executive as set forth in the City Charter as amended and their employees, join in this Agreement to promote the morale, equal rights, well-being and security of the Portsmouth Supervisory and Management Alliance, the City Manager, hereby agree as follows:

## SECTION I RECOGNITION

- A. Alliance personnel covered by this Agreement are those who are employed by the City of Portsmouth in positions identified in paragraph C below.
- B. Whenever the Departments, the Manager, re-employ personnel, or employs new employees, such individuals, provided they are designated supervisory or management employees, shall become members of the Alliance within eight (8) days after completion of probation period or pay a service fee as set forth below.
1. Employees in this bargaining unit shall be notified in writing by the Alliance that each member shall have the opportunity to withdraw from membership for a fifteen day period from July 1 to July 15. Each individual notice of withdrawal of membership shall be in writing postmarked during the notice period.
  2. Nothing in this provision, however, shall diminish the withdrawing member's financial obligation to make payment of a service fee to the Alliance in an amount set by the Alliance, not to exceed an amount equal to the cost of the Alliance's Collective Bargaining services and contract administration. The Alliance shall inform the city from time to time of the amount of such service fees.
  3. Any deduction made by the City pursuant to 1, and 2 shall be authorized by each employee in writing.
- C. The following position classifications would come under the provisions of the Alliance membership as set forth in this Agreement:
- General Foreman
  - Water Foreman
  - Assistant Recreation Director
  - Equipment Maintenance Foreman
  - Chief Plant Operator
  - Highway Foreman
  - Building Maintenance Foreman
  - Sewer Foreman
  - Recreation Supervisor
  - Pool Supervisor
  - Assistant Chief Plant Operator
  - Parking Garage Supervisor
  - Solid Waste Coordinator
- D. The City hereby recognize that the Alliance is the sole exclusive representative of the permanent, full-time employees of the City and who are members of the Alliance for the

purpose of bargaining with respect to wages, hours of work and working conditions, and the Alliance unreservedly accepts and recognizes the necessity of the City to operate within their budgets as set by the City Charter as amended.

- E. The City agrees for itself and any of its authorized agents that it will not bargain with any individual Alliance member on matters pertaining to wages, hours of work, working conditions, transfers or promotions.
- F. The Alliance 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.
- G. The City will pay the additional cost of a commercial drivers license to any employee obtaining such license and subsequent renewal.

## **SECTION II EMPLOYMENT AND TERMINATION**

- A. All Alliance personnel covered by this Agreement shall have a check-off of their Alliance dues upon the signed authorization of Alliance member.
- B. All appointments of members of the Alliance bargaining unit will be made for a working test period of six months subject to close review as to his/her competency to carry out his/her 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 the person shall be given regular status. The City Manager may extend the probation for an additional six months, for just cause.
- C. The relative fitness of the applicants for appointments or promotion for a position within the classified service, will be determined by the consideration and rating of any or all of the following qualification factors: experience, general adaptability, special aptitudes, physical fitness, knowledge, skills, personality, character, education and examination. All factors being equal, seniority shall determine appointment.
- D. All new supervisory or management vacancies shall be posted on the bulletin boards in advance for a period of seven (7) working days prior to the filling of the position.
  - 1. Written evaluations, initiated by the City Manager, Department Head, or the individual Alliance member, may be used as the basis for conferences pertaining to promotions. All parties are to initial the evaluation following the conference to indicate the evaluation has been read, but does not mean all parties agree with the evaluation.
  - 2. Each Alliance member shall be entitled to access to his/her personnel file.
  - 3. In the event that a Department Head or the City Manager or their representative removes materials from an Alliance member's personnel file, a dated notation shall be placed in the file by the person or persons removing the material.

4. No information contained in the files of a bargaining unit member will be released to outside persons or agencies without prior approval of the member, except for verifying employment, duration of employment or salary. Each bargaining unit member, during normal working hours, shall have the right of reviewing or duplicating materials in his/her file.
  5. Although management agrees to protect the confidence of personal references and other similar material, it shall not maintain a separate personnel file that is not available for his/her inspection.
- E. When bidding on a new job (via promotion or transfer), the permanent full-time employee shall have a trial period of three (3) months in which he/she may request to be reinstated in his/her previous position.
- F. When it becomes necessary to reduce the number of employees working for the City, because of lack of work or funds, the City Manager will then decide which Alliance member will be laid off. Analysis will be in the following order as referred to in the Merit System:
1. Efficiency;
  2. Demoting Alliance personnel to lower classification for which they are qualified;
  3. All factors being equal, seniority will be the determining factor.
- G. Bargaining unit Members separated from the service through no fault of their own, will be placed on a re-employment list in inverse order of the layoffs. Alliance personnel who are re-hired shall retain their seniority.
- H. The City agrees that it will not discriminate against, intimidate, or coerce Alliance personnel in the exercise of their rights to bargain collectively through the Alliance because of his/her membership therein or his/her activities on behalf of the Alliance.
- I. A bargaining unit member's seniority shall commence with his/her hiring date, provided the member is not discharged and is in the Department's continuous employ beyond the probationary period.
- There shall be one seniority list.
- J. A bargaining unit member shall not forfeit seniority during absence caused by:
1. Illness resulting in total temporary disability due to his/her regular work with the Department, certified by an affidavit from the Worker's Compensation Carrier;
  2. Illness related to his/her employment and not the result of his/her own misconduct resulting in total temporary disability, certified to by a physician's affidavit every three (3) months.
- K. If a bargaining unit member leaves the service of the City in good standing and is subsequently re-employed, he/she shall incur no loss of longevity benefits accrued prior

to his/her leaving said service, and all longevity shall be restored to him/her upon re-employment.

### SECTION III LEAVE OF ABSENCE

A. Bargaining Unit Members shall be entitled to the following leaves of absence:

1. Leave may be granted to Alliance members for the purpose of attending conferences, committees or meetings of the like without loss of salary or benefits subject to approval of the City Manager. This leave may be granted to one member for three (3) days or three members for one (1) day each as requested by the Union.

Effective on July 1, 2009, eligible members will be entitled to four (4) personal days for the 2009-10 contract year only. This is a one-time only increase in personal days and will not carry forward into 2010-11. The additional personal days may not be carried forward or cashed out under any circumstances.

2. Two (2) days leave may be granted for personal business which cannot be transacted at any other time. Said personal leave shall be non-accumulative and based on the contract year usage (July 1st to June 30th). Wherever possible, twenty-four (24) hour notice shall be given and the leave must be approved by the Department Head prior to use. Personal days will be awarded on July 1 of each year. In order to qualify for the two (2) personal days, an employee must have completed his or her probationary period prior to July 1. In other words, a new employee will not get any personal days until July 1 following the completion of his or her probationary period.
3.
  - A. All employees shall be entitled to bereavement leave up to three (3) days with pay for a death in the immediate family.
  - B. An additional two (2) days may be granted by the Department Head, at his/her discretion, for a death in the immediate family.
  - C. Immediate family shall be defined as follows: Spouse, child, adopted child, parent, parent by adoption, brother, sister, , grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law,.
  - D. Employees shall be entitled to one (1) day of bereavement leave to attend the funeral of the following family members: aunt, uncle, grandparent-in-law, niece and nephew.
  - E. Extensions may be granted by application to the Department Head.
4. Paid leave for juror or witness service will be granted for the period of time he/she is unable to return to work. A copy of all or any subpoena along with any monies

received from this service (other than personal expenses, such as travel) shall be transmitted to the City Comptroller.

B. Leave Without Pay

Written leaves of absence without pay may be granted by the City Manager as appropriate for a period of six months. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted.

C. Accidental Injuries

1. The City shall provide and maintain Worker's Compensation Insurance coverage on each employee covered by this Agreement.
2. In case of accidental personal injury to any employee covered by this Agreement arising out of and in the course of his/her employment, the City shall adjust the employee's pay so that he nets the same amount as if he had actually worked. This shall be accomplished by either paying the difference to the employee, or if the Worker's Compensation benefit is more than the net pay, the City shall deduct the amount of the difference from a withholding account. Any payments by the City shall be made until the employee is able to return to work, but in no event shall such payments by the City exceed fifty-two (52) weeks.
3. If, during the incapacitation of any employee due to injury arising out of the course of his employment, the employee shall be entitled to annual leave in accordance with this Section V. Paragraph A., then said employee shall be indemnified in pay or awarded annual leave at a later date equal to the annual leave lost because of the said injury at the discretion of the Department Head.

D. Military Leave of Absence

Any bargaining unit 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 leave of absence to perform such military duties with the City paying the difference in salary between the employee's base pay and his military pay for said duty and without loss of leave time. Such leave shall be considered military leave. However, the payment of the salary differential shall not exceed fourteen (14) days a year and shall not apply to regular monthly meetings.

Family and Medical Leave Act: Independent of any other section of this contract, employees shall be entitled to leave as required by the Family and Medical Leave Act.

The Association and the employer agree that Interim Policy as implemented by the City Manager regarding the Family Medical Leave Act, Policy #30, 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 Association and subject to all appropriate approvals (unless required by law).

E. Medical Appointments

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 for a maximum of three (3) appointments per employee per contract year.

**SECTION IV  
PAY INCREASES, LONGEVITY, MEDICAL INSURANCE**

- A. A 10-year step at 2.75% above the prior step will be added effective July 1, 2010, and a 25-year step at 2.75% above the 10-year step will be added effective July 1, 2012.

B. COLA ADJUSTMENT

Effective July 1, of each year from July 1, 2008 through June 30, 2013, except for July 1, 2009, 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 ten (10)-year rolling 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 ten (10)-year rolling average in the CPI-U for the Boston SMSA calendar year 2004 (Nov. 2003-Nov. 2004) 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 six year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2014 that no further COLA adjustments after July 1, 2013 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, 2014

The parties agree that in the event that the City approves COLA increases, general wage increases, or general bonuses for fiscal years 2009 through 2014 for any other City or School District bargaining unit, except the Association of Portsmouth Teachers, that are greater than the increases generated under the COLA Adjustment clause in this contract, members of this bargaining unit shall be entitled to the same increases. This provision will not be applicable if:

- a) Another bargaining unit receives COLA increases for fiscal years 2010 through 2014 in accordance with the same COLA formula in this contract, but not for fiscal year 2009.

b) Another bargaining unit receives COLA increases for fiscal years 2009 through 2014, but the total compounded impact is less than the total compounded impact the COLA adjustments provided by this contract. The total compounded impact is measured by the total new dollars generated on \$1000 in base wages over the term of the contract. For example, under this contract, \$1000 in base wages would generate \$507.24 in total new dollars for fiscal years 2009 through fiscal year 2014 (assuming 3% COLA increases for fiscal years 2011 through 2014). Partial year COLA adjustments shall result in pro-rated dollar increases for such years. (See Appendix A for calculations on this contract).

c) Another bargaining unit agrees to a contract through fiscal year 2013, then negotiates a different COLA adjustment for fiscal year 2014 as a part of a successor agreement.

- C. Effective June 8, 2009, Any bargaining unit member working more than forty (40) hours in a work week as set forth in Section VI A shall be paid at the rate of one and one-half (1 1/2) times his/her rate of pay.
- D. Effective June 8, 2009, An employee called in after hours shall be paid a minimum of four (4) hours at one and one-half (1 1/2) times his/her-rate of pay. Effective June 8, 2009, Any member of the bargaining unit who is required to be on call for a week at a time will be paid a stipend of one hundred twenty-five dollars (\$125.00) for the week. Effective June 8, 2009, the Water Chief Plant Operator called out during off-duty hours will earn one-half day comp time, subject to Supervisor's approval, with a maximum of ten (10) days of accrual and limited to one-half day accrual during any day.
- E. An employee promoted to a position which has a higher maximum hourly rate shall receive a pay raise for one step over his/her present rate upon promotion or to the minimum of the new position, whichever is greater, and such increase as is set forth in the Salary Plan, thereafter, based upon the date of promotion.
- F. All general increases shall be additional to the step increases to which the employees are entitled.
- G. Medical Insurance: The City will provide health insurance for all bargaining unit members for individual, two person, or family coverage as appropriate. The health insurance plan shall be SchoolCare Plan of the New Hampshire School Health Care Coalition as administered in accordance with its Articles of Agreement and By-laws or equal and comparable coverage. Newly hired employees into the SMA bargaining unit who are not already covered by health insurance provided by the City shall be entitled to said coverage on the first of the month following the sixty (60) days of continuous employment.

Each employee will pay thirteen percent (13.0%) of the cost of the SchoolCare coverage provided to him or her through payroll deduction and effective July 1, 2008; and fourteen percent (14.0%) effective July 1, 2010.

The parties agree that employees currently receiving stipends in lieu of health insurance coverage will continue to receive them at the dollar level in effect at the time this agreement is reached. 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 by the City or School Department.

In the event SMA members choose to change from SchoolCare back to the NHMA Trust, they will have the option to do so as long as they provide a 30 day notice. In the event they choose to convert their health insurance back to NHMA Trust, the co-pay will be as follows:

Blue Choice Co-Pay

Matthew Thornton Co-Pay

July 1, 2008	19%	July 1, 2008	15.0%
July 1, 2009	19%	July 1, 2009	15.0%
July 1, 2010	20.0%	July 1, 2010	15.5%
July 1, 2011	20.0%	July 1, 2011	15.5%
July 1, 2012	20.0%	July 1, 2012	15.5%
July 1, 2013	20.0%	July 1, 2013	15.5%

Effective July 1, 2008, 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 twenty dollars (\$20.00) for office visits, one hundred dollars (\$100.00) for emergency room visits, and \$10/\$20/\$30 for 30-day retail or 90-day mail order prescriptions.

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

- H. Longevity: Employees shall receive the following longevity bonuses payable in December to employees who are on the payroll at the time of payment. Longevity payments will be made annually at the level established below based upon full-time service with the City:

After the completion of 5 years of service	\$250
After the completion of 10 years of service	\$500
After the completion of 15 years of service	\$750
After the completion of 20 years of service	\$1000
After the completion of 25 years of service	\$1250
After the completion of 30 years of service	\$1500
After the completion of 35 years of service	\$1750

- I. The City shall undertake to defend and pay any judgment issued against an employee covered by this Agreement arising out of an act or omission of the employee for personal injury, including death or damage to property while the employee was engaged in the performance of his duties.
- J. The City shall enroll all members of the Alliance in the Delta Dental Plan II for individual, two-person or family coverage or equal and comparable coverage.

- K. The City shall provide a group life insurance policy for all eligible members of the Association in the amount of the current annual pay of the individual employee (rounded up to the nearest one thousand dollars), in accordance with the conditions set forth in the insurance policy.
- L. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this five (5) year agreement – such plan would only become effective if ratified by the Association, approved by the city Manager and approved by the City Council.
- M. The City will provide long-term disability insurance to members of the bargaining unit with no cost to the employee.
- N. Employees will be entitled to a course reimbursement by the City for courses taken that would provide for improved job performance. Prior approval by the City Manager is required. Reimbursement shall be contingent upon successful completion of the course.

**SECTION V  
ANNUAL LEAVE**

- A. Bargaining Unit Members shall be paid for actual time worked, all approved leaves and all approved holidays.
- B. Bargaining Unit Members shall receive paid annual leave as follows after completing one (1) full year's service:

- 1 through 60 months service ---- .833 day/mo.
- 61 through 72 months service ---- .917 day/mo.
- 73 through 84 months service ---- 1.000 day/mo.
- 85 through 96 months service ---- 1.083 day/mo.
- 97 through 108 months service ---- 1.167 day/mo.
- 109 through 120 months service ---- 1.250 day/mo.
- 121 through 132 months service ---- 1.333 day/mo.
- 133 through 144 months service ---- 1.417 day/mo.
- 145 through 156 months service ---- 1.500 day/mo.
- 157 through 168 months service ---- 1.583 day/mo.
- 169 through 180 months service ---- 1.667 day/mo.

- C. The accumulated leave allowed will be fifty (50) days per calendar year. Any unused annual leave at the end of 2003 may be applied to 50-day cap. In the event an employee has accumulated more than fifty (50) days of unused annual leave at the end of each year, said employee shall be paid no more than ten (10) days accumulated annual leave in excess of fifty (50). Payment will be made in February following the calendar year.

**SECTION VI  
HOURS OF WORK AND OVERTIME**

- A. The work week for a Bargaining Unit Member shall be as follows:
  - 1. Public Works: Forty (40) hours per week, Monday through Friday. The City may modify the Monday through Friday limitation in this provision for vacant and new positions or upon mutual agreement with an employee.

2. Recreation: Any consecutive five days totaling forty hours. Compensatory time or overtime payment at the option of the Department Head based on 1 1/2 times salary after forty (40) hours.
3. Effective June 8, 2009, All holidays shall be considered part of his/her forty (40) hours and shall be compensated as set forth in Section IV, but paid leave including but not limited to sick leave, vacation, personal, bereavement, doctor's appointments and comp time will not be considered time worked for overtime purposes.

If the City approves a successor agreement with AFSCME Local #1386 that allows paid leave including but not limited to vacation, sick leave, personal, bereavement, doctor's appointments or comp time to be counted as time worked for overtime purposes, then the City shall reimburse any SMA bargaining unit member who lost OT under this agreement attributable to that overtime provision that was not replicated in the AFSCME successor agreement. For example, if the AFSCME successor agreement does not exclude vacation from time worked for OT purposes, then any SMA bargaining unit member who lost overtime under this agreement due to vacation shall be reimbursed for such overtime. Further, this agreement shall be reformed to reflect the AFSCME overtime provisions on the effective date of the AFSCME successor agreement.

- B. Non-Bargaining Unit Members may work overtime only on condition that members of the Alliance are not available.
- C. Any Bargaining Unit Member who shall perform duties of a higher rate for more than five (5) consecutive days shall be paid at the higher rate of pay while performing such duty, but at no time shall any alliance member be paid at a lower rate than that at which he/she is classified except for demotion because of physical incapacity or under Section II, F.
- D. COMP-TIME IN LIEU OF OVERTIME: The parties agree that in lieu of overtime, a department head (totally within his/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.

## **SECTION VII SICK LEAVE**

Eligibility: Sick leave without loss of pay shall be computed at the rate of fourteen (14) days per year (or 1.166 days per month).

- A. Employees hired prior to May 1, 1990 shall be entitled to Accumulated Sick Leave without limitation as to the number of days.
- B. Employees hired on or after May 1, 1990 shall have Sick Leave Accumulation limited to 150 days.
- C. Employees hired after July 1, 1996 shall accumulate sick leave as set forth in Item B above, but shall receive no payment of sick leave upon retirement, termination, or death. Employees in this category who have accrued at least one hundred (100) sick days at

days are used in the calendar year and 1 day sick day pay if 1 sick day is used in the calendar year.

#### PAYOUT

- D. Upon retirement from employment or termination of the employee, an amount equal to eighty-five percent (85.0%) of the employee's accumulated sick leave shall be paid to the employee. Upon death of an employee, while in the employment of the City, the City shall pay to the employee's estate an amount equal to one-hundred (100%) percent of the employee's accumulated sick leave.

#### BUY OUT OPTION

- E. The parties agree that in the event the City Council appropriates money to use to buy out a portion of employee's sick leave, that each employee may accept buyout of any portion he or she voluntarily agrees to in writing based upon the terms offered. The parties recognize that if limited buyout funds are available, buyout offers will be made to employees based on seniority.

#### NOTICE PROVISIONS

- F. To be entitled to payment as set forth above, the employee must give the City notice by February prior to the fiscal year in which payment is to be made. If such notice is not given and the employee retires or voluntarily terminates employment, the employee will not be entitled to be paid for his or her accumulated sick leave until the first pay period of July following his or her retirement or termination or 120 days after his or her retirement or termination which ever is later. If the employee is involuntarily terminated by the City or leaves under one of the following exceptions notice will be waived and then the employee will be paid for his or her accumulated sick leave within seventy five days of termination.
1. Resignation at the request of the City Manager.
  2. Disability retirement.
  3. Retirement caused be serious illness or injury which otherwise does not qualify for disability retirement.
  4. Retirement caused by a serious family illness where the employee is needed to attend the family member in need.
  5. Other circumstances that arise precipitously which make it impossible for an employee to meet the notice requirements of this section, only if the City Manager approves in advance of the payment without the required notice.

[Employees who give sufficient notice will be able to receive payout in two separate years].

## SECTION VIII HOLIDAYS

Alliance members shall be paid at their regular rate for the following legal holidays:

- New Year's Day
- Martin Luther King, Jr. Day (which is the State's  
Civil Rights Day)
- Washington's Birthday
- Veteran's Day
- One-half day on Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Monday if Christmas comes on Tuesday
- Friday if Christmas comes on Thursday

In the event the City eliminates ½ day on Good Friday from the AFSCME Local 1386 contract in exchange for ½ day on Christmas Eve and ½ day on New Year's Eve, the Alliance will adopt the same schedule regarding these holidays.

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday for Alliance members. If a holiday falls on a Sunday, the following Monday shall be considered a holiday.

## SECTION IX EQUIPMENT

- A. The City shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of a Department and the Alliance may meet once in ninety (90) days at the request of either party to discuss such regulations. The Alliance agrees that its members who are employees of a Department will comply with the Department's Rules and Regulations relating to safety, economy, continuity and efficiency of the service to the Department and the public.
- B. Each Department agrees to furnish raincoats and boots for all employees for whom such issue is necessary. The employees agree to exercise due care in the use and storage of such items. All replacements of previous issue shall be made only when an article is turned in or exchanged for one issued.
- C. Each Department shall furnish rubber gloves for all work on existing sewer lines.

- D. The Alliance and its members agree to exercise proper care and to be responsible for all Department property issued or entrusted to them.
- E. Commencing July 1, 1997 all SMA bargaining unit members will be provided uniforms which must be worn when the employee is working if the departmental policy requires it. Each department will be responsible for developing its own uniform policy.

All SMA employees will receive a flat stipend of seventy-five dollars (\$75.00) to purchase appropriate footwear payable in July of each year (commencing July 1, 2004). Effective July 1, 2009, the stipend shall increase to one hundred dollars (\$100.00). Each department shall have the right to establish specifications for footwear for jobs to ensure safety.

### SECTION X GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by an employee or group of members arising out of an interpretation of the provisions of this Agreement or conditions of employment implied but not necessarily stated in this agreement.

A grievance to be considered under this procedure must be initiated by the member within seven (7) working days of its occurrence.

- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next step. (This is specifically meant to apply to situations where a department head might try to sit on a grievance and not respond to it.)

- C. Any member who has a grievance shall put it in writing with his/her Department Head, in an attempt to resolve the matter at that level.

- D. If, as a result of the submission of the grievance, the matter is not resolved to the satisfaction of the member within seven (7) working days, he/she shall set forth the grievance in writing to the City Manager or the Commission, as appropriate, specifying:

1. The nature of the grievance and date occurred;
2. The nature and extent of the loss or inconvenience;
3. His/her dissatisfaction with decisions previously rendered.
4. The results of previous discussion.

The City Manager shall communicate, their decision to the grievant in writing within seven (7) working days of receipt of the written grievance.

- E. If a grievance is not resolved to the Union's satisfaction, the Union will notify the City Manager within 15 working days after receipt of the decision of its intention to arbitrate or the decision rendered will be binding on both parties. Arbitrators shall be selected

according to the procedures established by PELRB. The parties will share the cost of the arbitrator's fees on a 50/50 basis.

- F. It is further agreed that any arbitration rendered under this contract shall be subject to the review provisions of RSA-542.
- G. An arbitrator deciding a grievance under this contract shall have no authority to alter, amend, change, add to or delete, the terms of the contract of the parties.
- H. For the purposes of this section working days shall be Monday through Friday excluding Saturdays, Sunday and holidays.

#### **SECTION XI AMENDMENT**

- A. The signing of this Agreement by the authorized representative of the Alliance, and the City shall constitute the effective date of this Agreement.
- B. This Agreement remains in effect until June 30, 2008. Should neither party to this Agreement initiate negotiations as required by law, this Agreement shall automatically be renewed.
- C. To promote peace and harmony, meetings between the Alliance and the City Manager shall be conducted at approximately 3:30 p.m.

#### **SECTION XII CONFLICT**

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

#### **SECTION XIII COPIES**

Copies of this Agreement shall be provided to all Alliance members along with any appendices at the City's expense.

#### **SECTION XIV CLASSIFICATION STUDY**

The City agrees to review the classification of the Assistant Chief Plant Operator position during 2012-13, with any adjustment effective in 2013-14.

**SECTION XV  
STANDBY MONITORING COMPENSATION SYSTEM**

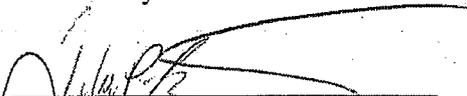
An employee required to be on stand-by to monitor and control the water system and/or the Waste Water System via a lap top computer or similar device during non-working hours will be compensated as follows:

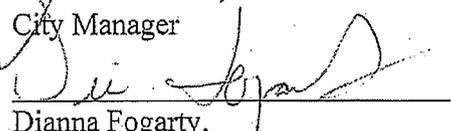
1. \$2.00 per hour while on stand-by to monitor and control including responses to beeper alarms, computer trouble shooting, etc. and payable whether or not any alarms go off. Effective June 8, 2009, stand-by premium will increase to \$2.25.
2. When an employee who is on stand-by to monitor the system must come in to correct the problem, the employee will receive a two hour minimum at overtime rate. [As opposed to a 4 hour emergency call-in set forth in SMA Contract Section IV, Paragraph D]. Effective June 8, 2009, this minimum will be changed to three (3) hours.
3. It is understood that an employee who is on standby to monitor the system will not be paid for mileage or travel time if he/or must return to the plant to correct a problem.
4. The compensation system set forth in #1, #2, and #3 above shall be subject to revision if necessary to efficiently deal with operating conditions. Such revisions would have to be negotiated although interim adjustments could be put into effect pending negotiations.

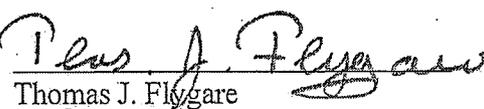
This section shall be effective March 1, 1996 to the extent any employee was performing such monitoring.

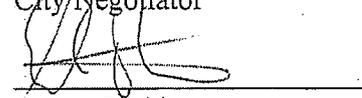
Signed this 1<sup>st</sup> day of December 2009.

For the City of Portsmouth

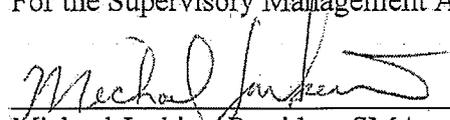
  
\_\_\_\_\_  
John P. Bohenko,  
City Manager

  
\_\_\_\_\_  
Dianna Fogarty,  
Human Resources Director

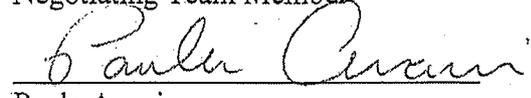
  
\_\_\_\_\_  
Thomas J. Flygare  
City Negotiator

  
\_\_\_\_\_  
Steven Parkinson,  
Public Works Director

For the Supervisory Management Alliance

  
\_\_\_\_\_  
Michael Jenkins, President SMA

  
\_\_\_\_\_  
Silke Psula  
Negotiating Team Member

  
\_\_\_\_\_  
Paula Anania  
Negotiating Team Member

**CITY OF PORTSMOUTH  
SUPERVISORY MANAGEMENT ALLIANCE  
2008- 2009 SALARY SCHEDULE**

GRADE POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
9 Parking Garage Supervisor	Annual	\$37,458	\$39,304	\$41,236	\$43,271	\$45,405
	Bi-Weekly	\$1,440.69	\$1,511.69	\$1,586.00	\$1,664.27	\$1,746.35
	Hourly	\$18.01	\$18.90	\$19.83	\$20.80	\$21.83
11 Recreation Supervisor Community Center Spinnaker Point Supervisor	Annual	\$41,431.96	\$43,480.63	\$45,615.80	\$47,871.92	\$50,246.22
	Bi-Weekly	\$1,593.54	\$1,672.33	\$1,754.45	\$1,841.23	\$1,932.55
	Hourly	\$19.92	\$20.90	\$21.93	\$23.02	\$24.16
12 Pool Supervisor Asst. Chief Plant Operator	Annual	\$43,480.63	\$45,615.80	\$47,871.92	\$50,246.22	\$52,738.64
	Bi-Weekly	\$1,672.33	\$1,754.45	\$1,841.23	\$1,932.55	\$2,028.41
	Hourly	\$20.90	\$21.93	\$23.02	\$24.16	\$25.36
13 Water Foreman Sewer Foreman Highway Foreman Solid Waste Coordinator Asst. Recreation Director	Annual	\$45,615.80	\$47,871.92	\$50,246.22	\$52,738.64	\$55,352.12
	Bi-Weekly	\$1,754.45	\$1,841.23	\$1,932.55	\$2,028.41	\$2,128.93
	Hourly	\$21.93	\$23.02	\$24.16	\$25.36	\$26.61
14 Equip. Maint Foreman Facilities/Solid Waste Foreman	Annual	\$47,871.92	\$50,246.22	\$52,738.64	\$55,352.12	\$58,109.63
	Bi-Weekly	\$1,841.23	\$1,932.55	\$2,028.41	\$2,128.93	\$2,234.99
	Hourly	\$23.02	\$24.16	\$25.36	\$26.61	\$27.94
15 General Foreman	Annual	\$50,246.22	\$52,738.64	\$55,352.12	\$58,109.63	\$60,993.29
	Bi-Weekly	\$1,932.55	\$2,028.41	\$2,128.93	\$2,234.99	\$2,345.90
	Hourly	\$24.16	\$25.36	\$26.61	\$27.94	\$29.32
16 Chief Plant Operator Non-Exempt	Annual	\$52,738.64	\$55,352.12	\$58,109.63	\$60,993.29	\$64,040.62
	Bi-Weekly	\$2,028.41	\$2,128.93	\$2,234.99	\$2,345.90	\$2,463.10
	Hourly	\$25.36	\$26.61	\$27.94	\$29.32	\$30.79
18 Chief Plant Operator Exempt	Annual	\$57,864	\$60,722	\$63,720	\$66,869	\$70,181
	Bi-Weekly	\$2,225.54	\$2,335.46	\$2,450.76	\$2,571.88	\$2,699.27

CITY OF PORTSMOUTH  
SUPERVISORY MANAGEMENT ALLIANCE  
2010- 2011 SALARY SCHEDULE

GRADE POSITION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
9 Parking Garage Supervisor	Annual	\$38,514	\$40,412	\$42,399	\$44,491	\$46,685	\$47,969
	Bi-Weekly	\$1,481.32	\$1,554.32	\$1,630.73	\$1,711.20	\$1,795.59	\$1,844.97
	Hourly	\$18.52	\$19.43	\$20.38	\$21.39	\$22.44	\$23.06
11 Recreation Supervisor Community Center Super. Spinnaker Point Super.	Annual	\$42,600.34	\$44,706.78	\$46,902.17	\$49,221.90	\$51,663.16	\$53,084
	Bi-Weekly	\$1,638.47	\$1,719.49	\$1,803.93	\$1,893.15	\$1,987.04	\$2,041.69
	Hourly	\$20.48	\$21.49	\$22.55	\$23.66	\$24.84	\$25.52
12 Pool Supervisor Asst. Chief Plant Operator	Annual	\$44,706.78	\$46,902.17	\$49,221.90	\$51,663.16	\$54,225.87	\$55,717
	Bi-Weekly	\$1,719.49	\$1,803.93	\$1,893.15	\$1,987.04	\$2,085.61	\$2,142.96
	Hourly	\$21.49	\$22.55	\$23.66	\$24.84	\$26.07	\$26.79
13 Water Foreman Sewer Foreman Highway Foreman Solid Waste Coordinator Asst. Recreation Director	Annual	\$46,902.17	\$49,221.90	\$51,663.16	\$54,225.87	\$56,913.05	\$58,478
	Bi-Weekly	\$1,803.93	\$1,893.15	\$1,987.04	\$2,085.61	\$2,188.96	\$2,249.16
	Hourly	\$22.55	\$23.66	\$24.84	\$26.07	\$27.36	\$28.11
14 Equip. Maint Foreman Facilities/Solid Waste Foreman	Annual	\$49,221.90	\$51,663.17	\$54,225.87	\$56,913.05	\$59,748.32	\$61,391
	Bi-Weekly	\$1,893.15	\$1,987.04	\$2,085.61	\$2,188.96	\$2,298.01	\$2,361.21
	Hourly	\$23.66	\$24.84	\$26.07	\$27.36	\$28.73	\$29.52
15 General Foreman		\$51,663.17	\$54,225.87	\$56,913.05	\$59,748.32	\$62,713.30	\$64,438
	Bi-Weekly	\$1,987.04	\$2,085.61	\$2,188.96	\$2,298.01	\$2,412.05	\$2,478.38
	Hourly	\$24.84	\$26.07	\$27.36	\$28.73	\$30.15	\$30.98
16 Chief Plant Operator Non-Exempt	Annual	\$54,225.87	\$56,913.05	\$59,748.32	\$62,713.30	\$65,846.56	\$67,657
	Bi-Weekly	\$2,085.61	\$2,188.96	\$2,298.01	\$2,412.05	\$2,532.56	\$2,602.21
	Hourly	\$26.07	\$27.36	\$28.73	\$30.15	\$31.66	\$32.53
18 Chief Plant Operator Exempt	Annual	\$59,495.76	\$62,434.29	\$65,516.77	\$68,754.71	\$72,160.12	\$74,144.53
	Bi-Weekly	\$2,288.30	\$2,401.32	\$2,519.88	\$2,644.41	\$2,775.39	\$2,851.71

**CITY OF PORTSMOUTH  
SUPERVISORY MANAGEMENT ALLIANCE  
2011- 2012 SALARY SCHEDULE**

GRADE POSITION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
9 Parking Grg Sup.	Annual	\$39,450.21	\$41,394.39	\$43,429.15	\$45,572.38	\$47,819.88	\$49,134.65
	Bi-Weekly	\$1,517.32	\$1,592.09	\$1,670.35	\$1,752.78	\$1,839.23	\$1,889.79
	Hourly	\$18.97	\$19.90	\$20.88	\$21.91	\$22.99	\$23.62
11 Rec Supervisor Comm. Ctr Super. Spin Point Super.	Annual	\$43,635.53	\$45,793.16	\$48,041.89	\$50,418.00	\$52,918.58	\$54,373.94
	Bi-Weekly	\$1,678.29	\$1,761.28	\$1,847.76	\$1,939.15	\$2,035.33	\$2,091.31
	Hourly	\$20.98	\$22.02	\$23.10	\$24.24	\$25.44	\$26.14
12 Pool Supervisor Asst. CPO	Annual	\$45,793.16	\$48,041.89	\$50,418.00	\$52,918.58	\$55,543.55	\$57,070.92
	Bi-Weekly	\$1,761.28	\$1,847.76	\$1,939.15	\$2,035.33	\$2,136.29	\$2,195.04
	Hourly	\$22.02	\$23.10	\$24.24	\$25.44	\$26.70	\$27.44
13 Water Foreman Sewer Foreman Highway Foreman Solid Wst Coord Asst. Rec Director	Annual	\$48,041.89	\$50,418.00	\$52,918.58	\$55,543.55	\$58,296.04	\$59,899.02
	Bi-Weekly	\$1,847.76	\$1,939.15	\$2,035.33	\$2,136.29	\$2,242.16	\$2,303.81
	Hourly	\$23.10	\$24.24	\$25.44	\$26.70	\$28.03	\$28.80
14 Equip. Mtn Foreman Fac/Solid Waste Foreman	Annual	\$50,418.00	\$52,918.58	\$55,543.55	\$58,296.04	\$61,200.21	\$62,882.80
	Bi-Weekly	\$1,939.15	\$2,035.33	\$2,136.29	\$2,242.16	\$2,353.85	\$2,418.57
	Hourly	\$24.24	\$25.44	\$26.70	\$28.03	\$29.42	\$30.23
15 General Foreman		\$52,918.58	\$55,543.55	\$58,296.04	\$61,200.21	\$64,237.23	\$66,003.84
	Bi-Weekly	\$2,035.33	\$2,136.29	\$2,242.16	\$2,353.85	\$2,470.66	\$2,538.61
	Hourly	\$25.44	\$26.70	\$28.03	\$29.42	\$30.88	\$31.73
16 CPO Non-Exempt	Annual	\$55,543.55	\$58,296.04	\$61,200.20	\$64,237.23	\$67,446.63	\$69,301.07
	Bi-Weekly	\$2,136.29	\$2,242.16	\$2,353.85	\$2,470.66	\$2,594.10	\$2,665.43
	Hourly	\$26.70	\$28.03	\$29.42	\$30.88	\$32.43	\$33.32
18 CPO Exempt	Annual	60,941.51	63,951.44	67,108.83	70,425.45	73,913.61	\$75,946.24
	Bi-Weekly	\$2,343.90	\$2,459.67	\$2,581.11	\$2,708.67	\$2,842.83	\$2,921.01

CITY OF PORTSMOUTH  
SUPERVISORY MANAGEMENT ALLIANCE  
2012- 2013 SALARY SCHEDULE

GRADE POSITION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
9 Parking Grg Sup.	Annual	\$40,412.80	\$42,404.42	\$44,488.82	\$46,684.35	\$48,986.68	\$50,333.53	\$51,717.70
	Bi-Weekly	\$1,554.34	\$1,630.94	\$1,711.11	\$1,795.55	\$1,884.10	\$1,935.91	\$1,989.14
	Hourly	\$19.43	\$20.39	\$21.39	\$22.44	\$23.55	\$24.20	\$24.86
11 Rec Supervisor Comm. Ctr Super. Spin Point Super.	Annual	\$44,700.24	\$46,910.51	\$49,214.11	\$51,648.20	\$54,209.79	\$55,700.67	\$57,232.43
	Bi-Weekly	\$1,719.24	\$1,804.25	\$1,892.85	\$1,986.47	\$2,084.99	\$2,142.33	\$2,201.25
	Hourly	\$21.49	\$22.55	\$23.66	\$24.83	\$26.06	\$26.78	\$27.52
12 Pool Supervisor Asst. CPO	Annual	\$46,910.51	\$49,214.11	\$51,648.20	\$54,209.79	\$56,898.82	\$58,463.45	\$60,071.20
	Bi-Weekly	\$1,804.25	\$1,892.85	\$1,986.47	\$2,084.99	\$2,188.42	\$2,248.59	\$2,310.43
	Hourly	\$22.55	\$23.66	\$24.83	\$26.06	\$27.36	\$28.11	\$28.88
13 Water Foreman Sewer Foreman Highway Foreman Solid Wst Coord Asst. Rec Director	Annual	\$49,214.11	\$51,648.20	\$54,209.79	\$56,898.82	\$59,718.46	\$61,360.55	\$63,047.97
	Bi-Weekly	\$1,892.85	\$1,986.47	\$2,084.99	\$2,188.42	\$2,296.86	\$2,360.02	\$2,424.92
	Hourly	\$23.66	\$24.83	\$26.06	\$27.36	\$28.71	\$29.50	\$30.31
14 Equip. Mnt Foreman Fac/Solid Waste Foreman	Annual	\$51,648.19	\$54,209.80	\$56,898.82	\$59,718.46	\$62,693.49	\$64,417.14	\$66,188.61
	Bi-Weekly	\$1,986.47	\$2,084.99	\$2,188.42	\$2,296.86	\$2,411.29	\$2,477.58	\$2,545.72
	Hourly	\$24.83	\$26.06	\$27.36	\$28.71	\$30.14	\$30.97	\$31.82
15 General Foreman	Annual	\$54,209.80	\$56,898.82	\$59,718.46	\$62,693.49	\$65,804.62	\$67,614.34	\$69,473.73
	Bi-Weekly	\$2,084.99	\$2,188.42	\$2,296.86	\$2,411.29	\$2,530.95	\$2,600.55	\$2,672.07
	Hourly	\$26.06	\$27.36	\$28.71	\$30.14	\$31.64	\$32.51	\$33.40
16 CPO Non-Exempt	Annual	\$56,898.82	\$59,718.46	\$62,693.49	\$65,804.62	\$69,092.33	\$70,992.01	\$72,944.29
	Bi-Weekly	\$2,188.42	\$2,296.86	\$2,411.29	\$2,530.95	\$2,657.40	\$2,730.46	\$2,805.55
	Hourly	\$27.36	\$28.71	\$30.14	\$31.64	\$33.22	\$34.13	\$35.07
18 CPO Exempt	Annual	62,428.48	65,511.86	68,746.28	72,143.83	75,717.11	\$77,799.33	\$79,938.81
	Bi-Weekly	\$2,401.10	\$2,519.69	\$2,644.09	\$2,774.76	\$2,912.20	\$2,992.28	\$3,074.57

CITY OF PORTSMOUTH  
SUPERVISORY MANAGEMENT ALLIANCE  
2013- 2014 SALARY SCHEDULE

GRADE POSITION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
9 Parking Grg Sup.	Annual	\$41,318.05	\$43,354.28	\$45,485.37	\$47,730.07	\$50,083.98	\$51,461.00	\$ 52,876.18
	Bi-Weekly	\$1,589.16	\$1,667.47	\$1,749.44	\$1,835.77	\$1,926.31	\$1,979.27	\$2,033.70
	Hourly	\$19.86	\$20.84	\$21.87	\$22.95	\$24.08	\$24.74	\$25.42
11 Rec Supervisor Comm. Ctr Super. Spin Point Super.	Annual	\$45,701.52	\$47,961.30	\$50,316.51	\$52,805.11	\$55,424.09	\$56,948.36	\$ 58,514.44
	Bi-Weekly	\$1,757.75	\$1,844.67	\$1,935.25	\$2,030.97	\$2,131.70	\$2,190.32	\$2,250.56
	Hourly	\$21.97	\$23.06	\$24.19	\$25.39	\$26.65	\$27.38	\$28.13
12 Pool Supervisor	Annual	\$47,961.30	\$50,316.51	\$52,805.11	\$55,424.09	\$58,173.35	\$59,773.03	\$ 61,416.79
	Bi-Weekly	\$1,844.67	\$1,935.25	\$2,030.97	\$2,131.70	\$2,237.44	\$2,298.96	\$2,362.18
	Hourly	\$23.06	\$24.19	\$25.39	\$26.65	\$27.97	\$28.74	\$29.53
13 Water Foreman Sewer Foreman Highway Foreman Solid Wst Coord Asst. Rec Director Asst. CPO Water Meter Billing Foreman	Annual	\$50,316.51	\$52,805.11	\$55,424.09	\$58,173.35	\$61,056.16	\$62,735.03	\$ 64,460.24
	Bi-Weekly	\$1,935.25	\$2,030.97	\$2,131.70	\$2,237.44	\$2,348.31	\$2,412.89	\$2,479.24
	Hourly	\$24.19	\$25.39	\$26.65	\$27.97	\$29.35	\$30.16	\$30.99
14 Equip. Mnt Foreman Fac/Solid Waste Foreman	Annual	\$52,805.11	\$55,424.09	\$58,173.35	\$61,056.16	\$64,097.82	\$65,860.09	\$ 67,671.23
	Bi-Weekly	\$2,030.97	\$2,131.70	\$2,237.44	\$2,348.31	\$2,465.30	\$2,533.08	\$2,602.74
	Hourly	\$25.39	\$26.65	\$27.97	\$29.35	\$30.82	\$31.66	\$32.53
15 General Foreman	Annual	\$55,424.09	\$58,173.35	\$61,056.16	\$64,097.82	\$67,278.64	\$69,128.90	\$ 71,029.94
	Bi-Weekly	\$2,131.70	\$2,237.44	\$2,348.31	\$2,465.30	\$2,587.64	\$2,658.80	\$2,731.92
	Hourly	\$26.65	\$27.97	\$29.35	\$30.82	\$32.35	\$33.24	\$34.15
16 CPO Non-Exempt	Annual	\$58,173.35	\$61,056.16	\$64,097.82	\$67,278.64	\$70,640.00	\$72,582.23	\$ 74,578.24
	Bi-Weekly	\$2,237.44	\$2,348.31	\$2,465.30	\$2,587.64	\$2,716.92	\$2,791.62	\$2,868.39
	Hourly	\$27.97	\$29.35	\$30.82	\$32.35	\$33.96	\$34.90	\$35.85
18 CPO Exempt	Annual	63,826.88	66,979.33	70,286.20	73,759.85	77,413.17	\$79,542.04	\$ 81,729.44
	Bi-Weekly	\$2,454.88	\$2,576.13	\$2,703.32	\$2,836.92	\$2,977.43	\$3,059.31	\$3,143.44