WORKING AGREEMENT

BETWEEN

CITY OF PORTSMOUTH, NEW HAMPSHIRE

AND WHERE APPROPRIATE,
THE PORTSMOUTH POLICE COMMISSION

AND THE

PORTSMOUTH PROFESSIONAL MANAGEMENT ASSOCIATION

TWO YEAR AGREEMENT

JULY 1, 2014 THROUGH JUNE 30, 2016

WORKING AGREEMENT

PREAMBLE

This Agreement entered into by the City of Portsmouth (hereinafter referred to as the City), Portsmouth Police Commission (hereinafter referred to as the Commission) and the Portsmouth Professional Management Association (hereinafter referred to as the Association), has as its purpose the promotion of harmonious relations between the City and the Commissions and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to provide for the salary structure, wages, fringe benefits and employment conditions of the employees covered by this Agreement. Within the collective bargaining agreement where the male or female gender is exclusively used, it shall be understood that it does not limit the benefits to just the gender that was mentioned.

As a result of the 1988 Amendment to the City Charter, the Working Agreement must include both the City and Commissions as parties. Where appropriate, reference to the City shall be considered to include the Commissions as well. Such inclusion shall be consistent with the City Charter and applicable City Ordinances.

SECTION 1. RECOGNITION AND MANAGEMENT RIGHTS

The City, and where appropriate, the Police Commission recognizes the Association as the exclusive representative of all permanent full-time and part time Department Heads and Management employees as listed in Section I in the following position classifications:

Assessor	City Engineer
Principal Planner	Welfare Director
City Auditor	Community Development Director
Controller	Communications Supervisor
IT Manager	Building Inspector
Deputy Assessor I	Chief Building Inspector
Deputy Library Director	Office Manager
Assistant Library Director	Housing Specialist
Economic Development Director	Deputy Finance Director
Finance Director	Environmental Health Officer
Library Director	Assistant Building Inspector
Planner 1	Associate Planner
Planning Director	Accountant I
Plumbing/Mechanical Inspector	Accountant II
Recreation Director	Welfare Case Technician
Special Projects Manager	Housing Code Inspector
Webmaster	Purchasing Coordinator
Deputy Public Works Director	Environmental Planner/Sustainability
Division Director (Parking & Trans)	Coordinator
Revenue Administrator	Appraiser II
Appraiser I	Traffic Engineer
Health Inspector	Parking Manager
Facilities Project Manager	Assistant Community Development Director
Deputy Tax Collector II	Zoning Enforcement Officer
Adminstrative Assistant	GIS Coordinator
Enterprise Accountant	Community Development Manager
Deputy Assessor II	Electrical Inspector
	Communications Manager

Should any position previously mentioned in this section be modified or eliminated, Section 4 B of the City of Portsmouth Policy Memorandum No. 31 effective November 15, 1993 will be followed and the Association will be notified and the City will offer to negotiate concerning the effects of the exercise of its management prerogative. The City, and where appropriate the Police Commission, retains all the right and authority to manage and direct their respective employees, except as otherwise specified in this Agreement. The Association acknowledges the right of the City and the Police Commission to make any rules and regulations governing the conduct of its employees, provided they are not inconsistent with the provisions of this Agreement. In any case where this Agreement is silent on practices, terms or conditions of employment, the Merit System, as amended, shall prevail, unless its provisions are found contrary to the Law.

SECTION 2. UNION SECURITY

A. All eligible employees covered by this Agreement as listed in Section 1 above who become and remain members of the Association in good standing within 15 days after the signing of this Agreement during the term of this Agreement shall remain a member of the Association for the duration of this Agreement except upon termination of employment or paying agency service fee as stated in paragraph "C" below.

B. The Association shall have the exclusive right to the deduction and transmittal of dues on behalf of each member. A member may consent in writing to the authorization of the deduction of Association dues from his/her wages and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the City and shall bear the signature of the employee. An employee may withdraw his/her authorization for the deduction of Association dues by giving at least 60 days notice, in writing, to the City; at which time Paragraph "C" below shall take effect. A copy of the dues revocation shall be forwarded to the Association.

C. The City shall require every member of the Bargaining Unit which chooses not to maintain membership in the Association to make a monthly payment of agency service fees computed on the basis of the Association's dues structure for the cost of collective bargaining and contract administration. The Association shall provide written verification of the percentage of dues used for contract negotiations and administration which shall be updated from time to time as necessary. Payment of such fee will be a condition of continued employment of the City of Portsmouth. The City hereby agrees, pursuant to paragraph "A" above, to deduct said sum from the wages of the Members of the Association who have either withdrawn or declined to join the Association, given that written authorization has been received as required.

D. Agency dues will commence within ten days after becoming a permanent full-time City employee. The amount to be deducted or paid by the employee shall be certified to the City by the Treasurer of the Association. Aggregate deductions/payments of all Association members shall be remitted, together with an itemized statement, to the Treasurer by the fifteenth (15th) day of the succeeding month after said deductions/payments are made. This authorization shall be irrevocable during the term of this Agreement.

E. The Association agrees to indemnify and hold the City harmless against any and all claims, demands, suits or liability and for all legal costs arising from any actions taken or not taken by the City in compliance with this Section.

F. New Association members shall, at the City's expense, be provided with a copy of this Working Agreement and all appendices hereto.

SECTION 3. HOLIDAY/LEAVE BENEFITS

A. The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King day
Washington's Birthday
One-half day on Good Friday[1]
Memorial Day
Independence Day Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Preceding Monday if Christmas comes on Tuesday
Following Friday if Christmas comes on Thursday

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the Holiday. Whenever any of the Holidays listed above falls on Sunday, the following Monday shall be observed as the Holiday. Association members who are required to work on any of the above listed holidays shall receive a day off in lieu of the holiday. Permanent part time employees will not be eligible for holidays.

B. All regular full-time employees who have been employed by the City, the Fire Department, or the Police Department as appropriate, for a period of at least twelve (12) months and who are otherwise eligible shall be entitled to a vacation based on their anniversary date of employment as follows:

One to two years inclusive	10 days (.833/month)
Three years inclusive	11 days (0.917/month)
Four years inclusive	12 days (1.000/month)
Five years inclusive	13 days(1.083/month)
Six years inclusive	14 days (1.167/month)
Seven years inclusive	15 days (1.250/month)
Eight years inclusive	15 days (1.250/month)
Nine years inclusive	15 days (1.250/month)
Ten years inclusive	15 days (1.25/month)
Eleven years inclusive	16 days (1.333/month)
Twelve years inclusive	16 days (1.333/month)
Thirteen years inclusive	17 days (1.417/month)
Fourteen years inclusive	17 days (1.417/month)
Fifteen years inclusive	18 days (1.5/month)
Sixteen years inclusive	18 days (1.5/month)
Seventeen years inclusive	19 days (1.583/month)
Eighteen years inclusive	19 days (1.583/month)
Nineteen years inclusive	20 days (1.667/month)
Twenty years inclusive	20 days (1.667/month)

[1] In the event the City eliminates 1/2 day on Good Friday from the AFSCME contract in exchange for 1/2 day on Christmas Eve and 1/2 day on New Year's Eve, PMA will adopt the same holiday schedule regarding these holidays.

Once a newly hired employee has completed his or her probationary period, he or she may take earned leave during the first year of service.

All permanent part time employees working 18.25 hours per week or more and who have been employed by the City for a period of at least twelve months and who are otherwise eligible shall be entitled to a vacation based upon their anniversary date of employment as follows:

	30 hrs week	25 hrs week	20 hrs week
1-5 yrs inclusive	8 days	6.5 days	5 days
6 years inclusive	9 days	7 days	6 days
7 years inclusive	10 days	8 days	6 days
8 years inclusive	10 days	9 days	7 days
9 years inclusive	11 days	9 days	7 days
10 years inclusive	12 days	10 days	8 days
11 years inclusive	13 days	11 days	8 days
12 years inclusive	13 days	11 days	8 days
13 years inclusive	14 days	11 days	9 days
14 years inclusive	14 days	11 days	9 days
15 years inclusive	14 days	12 days	9.5 days
16 years inclusive	14 days	12 days	9.5 days
17 years inclusive	15 days	13 days	10 days
18 years inclusive	15 days	13 days	10 days
19 years inclusive	16 days	13 days	10.5 days
20 years inclusive	16 days	13 days	10.5 days

	18.25 hrs week
1-5 years inclusive	5 days
6 years inclusive	5.5 days
7 years inclusive	6 days
8 years inclusive	6.5 days
9 years inclusive	7 days
10 years inclusive	7.5 days
11 years inclusive	8 days
12 years inclusive	8 days
13 years inclusive	8.5 days
14 years inclusive	8.5 days
15 years inclusive	9 days
16 years inclusive	9 days
17 years inclusive	9.5 days
18 years inclusive	9.5 days
19 years inclusive	10 days
20 years inclusive	10 days

Accumulated Days: The maximum accrued vacation for permanent part time employees shall be limited by the following formula.

Hours per week	Accumulation of Days
30	28
25	23
20	18.5
18.5	17.5

C.1 Association members who are required by the nature of their duties to attend meetings and/or work related activities at times other than their normal work day, shall receive, as compensation for this overtime, one-half (1/2) day added to their vacation time for each meeting attended during a calendar year to a maximum of ten (10) days per calendar year. Beginning July 1, 2014, an additional two (2) days per calendar year may be earned at a rate of one (1) day per five (5) additional meetings attended. Maximum accrued vacation time shall not exceed fifty (50) days. In the event an employee has accumulated more than fifty (50) days of unused vacation at the end of each year, said employee shall be paid no more than 10 days accumulated in excess of fifty (50). Payment will be made in the first payroll in February following the calendar year.

C.2. Employees who are determined to be non-exempt for the purpose of the Fair Labor Standards Act will be paid overtime at the rate of time and one-half their regular rate for hours worked in excess of forty (40) hours per week.

C.3. Paid leave time, including but not limited to vacation, compensatory time. personal time, and sick leave will not be considered time worked for purposes of calculating overtime. Holiday time and bereavement time only will be considered time worked for purposes of calculating overtime.

C.4. Employees shall be entitled to use any accumulated vacation hours or sick leave benefits on an hourly basis.

D. Each member shall be entitled to two (2) non-accumulative personal leave days per contract year to attend to matters that cannot be transacted at any other time. Personal days will be awarded on July 1 of each year. In order to qualify for the two (2) personal leave days, an employee must have completed his or her probation 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.

E. A non-exempt employee called in by a supervisor at times other then his/her normal work hours shall be paid a minimum of three (3) hours at the time and one-half rate. Any employee who is recalled with an original call-out minimum time period shall not be entitled to additional compensation until the minimum time requirement has been attained.

E.1 SICK LEAVE **ELIGIBILITY**

Sick leave without loss of pay shall be computed at the rate of fifteen (15) days per year (or 1.25 days per month).

a. Employees hired prior to March 30, 1990 shall be entitled to Accumulated

Sick Leave without limitation as to the number of days.

b. Employees hired on or after March 30, 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. Any such employee who has accrued one hundred (100) or more sick days shall be paid two day's pay if they used no sick days in the calendar year and one day's pay if they used one sick day in the calendar year. Payment will be made in the first payroll in February following the calendar year.

d. For employees hired after July 1, 2014, starting in their 6th year of employment with the City, employees will receive 10 sick days per year (or 0.83 per month).

PAYOUT

e. Upon retirement from employment or termination of the employee, an amount equal to eighty-five percent (85%) of accumulated sick leave shall be paid to the employee. Upon death of an employee, while in the employment of either the City, or the Police Department the City shall pay to the employee's estate an amount equal to one-hundred (100%) percent of the employee'e accumulated sick leave.

BUY OUT OPTION

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

E.2 Sick leave for permanent part time employees who work 18.75 hours per week or more shall be based upon the following schedule:

100% = 37.25 hours = 13 days per year (1.083/month)
80% = 30 hours = 10 days per year (0.883/month)
67% = 25 hours = 9 days per year (0.750/month)
53% = 20 hours = 7 days per year (0.583/month)
50% = 18.75 hours 6.5 days per year (0.542/month)

It is understood that the same restrictions apply with respect to accumulation as apply to full time employees.

E.3 With due consideration to the budget, members of this bargaining unit shall give notice of their retirement to the City Manager and, when applicable, the Police Commission, by January 15 of the year prior to the Fiscal Year of the intended retirement date.

1. A retiring member, at his/her option, will receive payment for accrued sick leave

and annual leave in two installments (or three annual installments if appropriate notice is given):

a. The first installment may be paid anytime after July 1st of the first fiscal year following the notification of retirement, and shall equal 50% of his/her accrued sick leave.

b. The second installment shall be paid after July 1st of the second fiscal year following the notification of retirement, and shall equal the balance of his/her accrued sick and annual leave.

[All payments will be calculated in accordance with formulas set forth in other sections of this contract and City Policy and Procedure.]

2. Notice of retirement may not be withdrawn, unless otherwise approved by the City Manager or, when applicable, the Police Commission.

E.4 Not withstanding the foregoing, a member may retire without giving the notice set forth in E.3 in which event the payment of his/her accrued sick leave in accordance with the formulas set forth in this Contract will not occur until the start of the next fiscal year after the employee's notice of retirement unless otherwise agreed to by the City Manager (the the Police Commission if applicable) in an exceptional case. Payment shall be made in accordance with paragraph E.1 (e)

F. All permanent full-time employees shall be entitled to Emergency Leave up to three (3) days with pay for death or grave illness in the immediate family. If needed, an additional two (2) days may be granted by a Department Head at his/her discretion, for the immediate family. Immediate family shall be defined as follows: spouse, child (included adopted child), parent (including parent by adoption), brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law. Grave illness is defined as illness or accident from which one is not likely to survive.

All permanent full-time employees shall be entitled to Emergency Leave up to two (2) days for the death of an aunt, uncle, or of a spouse's aunt or uncle.

SECTION 4A. SALARY ADJUSTMENT

A. The Salary Schedule as approved by the City Council shall be revised to reflect the COLA Adjustments described in Section 4B: COLA Adjustments, below

B. Employees shall be paid in accordance with the following schedule:

First six (6) months	Step A
After 6 months satisfactory service	Step B
After 18 months satisfactory service	Step C
After 30 months satisfactory service	Step D
After 42 months satisfactory service	Step E
After 120 months satisfactory service	Step F* (effective July 1, 2011)
After 180 months satisfactory service	Step G** (effective upon CBA execution and not retroactive)

*Step F will be 2.75% more than Step E. Employees must spend one (1) year at Step E to be eligible for Step F.
** Step G will be 2% more than Step F. Employees must spend one (1) year at Step F to be eligible for Step G.

C. Whenever any full-time PMA member fills a temporary duty assignment in an "Acting" capacity pursuant to written direction from the City Manager or the Human Resources Director, the PMA member will receive step increases in the "Acting" position based upon standard payroll practices for giving step increases in the new grade as if the employee had been promoted. This language shall not be construed to require any specific level of pay once the "Acting" status is terminated and the employee is returned to his or her former position.

SECTION 4B. COLA ADJUSTMENTS

A. Effective July 1, 2014 and July 1, 2015, 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 US Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS. The applicable COLA averages for the past ten years are attached as Appendix B.

Thus, if the rolling ten (10) year average of the CPI-U for the Boston SMSA (November to November) 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%.

B. Applicability After Contract Expires:

It is clearly understood that in the event that the Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2016 that no further COLA adjustments after July 1, 2015 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, 2016.

Full-time employees with a Masters degree from an accredited institution of higher education shall receive One thousand four hundred and fifty dollars and eighty four cents ($1,450.84) for full- time employees and seven hundred and twenty five dollars and forty two cents ($725.42) for part-time employees, added to base salaries. This will increase by the 10-year rolling COLA average each July 1 of this contract.

SECTION 5. WORKMEN'S COMPENSATION

The City shall provide and maintain Worker's Compensation Insurance coverage on each employee covered by this Agreement as provided for under the State Statute.

SECTION 6. DENTAL PROGRAM

The City shall enroll all members in the Association in Cigna Dental Coverage. The City shall pay for the single, two-person or family plan as may be required. If the City intends to bid insurance coverage, the Association will be given appropriate advance notice.

SECTION 7. DISABILITY INCOME INSURANCE AND LIFE INSURANCE

The City shall obtain Disability Income Insurance for members of the Association equal to two-thirds (2/3) of the monthly salary not to exceed five thousand ($5,000) dollars per month. Said insurance shall be effective after the 61st day of disability with benefits payable to age 65. The City shall provide a group life insurance policy for eligible members of the Association in the amount of the current annual salary of the individual employee (rounded up to the nearest one thousand dollars), in accordance with the conditions set forth in the insurance policy. Only regular full-time employees working 25 hours or more a week shall be eligible for Disability Income Insurance and Life Insurance.

SECTION 8. PARENTAL ADOPTION/LEAVE

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

B. Said leave to commence at the beginning of the disability period as determined by the employee's physician and not to exceed three (3) months after the birth of the child.

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

D. At the beginning of the disability period, said employee shall use 100% of sick and annual leave, unless the City Manager's approval has been obtained under Paragraph H.

E. An employee shall not forfeit seniority during this parental/adoption leave of absence.

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

   1. Such leave shall commence upon her/his receiving de facto custody of said infant or up to two (2) months earlier if necessary to fulfill the requirements of adoption.

G. Said employee may keep benefits in force while on said leave by paying group rate premiums to the City at 100%.

H. Based on approval by the City Manager, an employee on maternity or adoption leave may take unpaid leave, with sick leave and vacation time remaining on the books.

SECTION 8.A 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 the 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).

SECTION 9. GRIEVANCE PROCEDURES

Step 1. A grievance shall mean a complaint by an employee or group of employees arising out of an interpretation of the provisions of this contract or conditions of employment implied but not necessarily stated in this contract. A grievance to be considered under this procedure must be initiated by the employee/employees within fifteen working days of its occurrence or when an employee shall have reasonably known of its occurrence.

Step 2. Any employee who has a grievance shall discuss it first with an Association representative and attempt to determine if indeed a grievance does exist. This meeting may result in the Association discussing the grievance with the City Manager, or Police Chief as appropriate, (if it is a Police Department matter), in an attempt to resolve the matter informally.

Step 3. If, as a result of the discussion the matter is not resolved to the satisfaction of the employee within seven working days, after said discussion he shall set forth his grievance in writing to the City Manager or the Police Chief, as appropriate, specifying:

A. The nature of the grievance and date occurred;

B. The nature and extent of the injury, loss or inconvenience;

C. The results of previous discussions; and,

D. His/her dissatisfaction with decisions previously rendered.

The City Manager, or Police Chief as appropriate, shall communicate, in writing, his decision to the employee within five (5) working days of the receipt of the written grievance.

Step 4A. If a grievance which was properly before the Police Chief is not resolved to the employees satisfaction, the employee may request a hearing before the Police Commissioners as appropriate. Such hearing will be provided in Executive Session unless otherwise provided by law. The request for hearing must be made by the employee within five (5) working days of the receipt of the Fire Chiefs or Police Chiefs answer to the grievance. The Commissions shall communicate, in writing, its decision to the employee within five (5) working days of the hearing.

Step 4B. If the grievance is not resolved to the employee's satisfaction after receipt of either the City Manager's or the Commission's written decision, the employee or the Association on his or her behalf may request arbitration. In order to be timely, the request for arbitration must occur within ten (10) working days of the City Manager's or Commission's decision, as appropriate. The parties shall attempt to choose an arbitrator by mutual agreement. However, if they are unable to reach

agreement, they shall use the services of the New Hampshire Public Employee Relations Board to select an arbitrator. Such arbitration shall be held in accordance with the provisions of the New Hampshire Revised Statutes, Annotated, Chapter 542. Each party shall bear the expense of its own representation at such arbitration proceeding and shall share the cost of the arbitrator as well.

Step 5. The arbitrator shall have no authority or power to make any award changing, amending, adding to or subtracting from the provisions of this Agreement. The decision and award of this arbitrator shall be in writing and shall be final and binding upon the employee or employees involved and the parties to this agreement. In the event of arbitration; only one case shall be heard at a time before the same arbitrator unless the parties mutually agree otherwise.

Step 6. Any agreements or settlements reached prior to arbitration regarding the grievance shall be final and binding upon the parties.

Step 7. Time extensions of the above listed step requirements may be granted by mutually written agreement. The time limits as set forth above when referring to "working days" shall mean weekdays, Monday through Friday, excluding recognized holidays.

SECTION 10. COURSE REIMBURSEMENT

Each Association member shall be entitled to course reimbursement by the City for courses taken that would provide for improved job performance. Prior approval by the City Manager, or as appropriate, the Police Chief is required. Reimbursement shall be contingent upon successful completion.

SECTION 11. 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	$ 290.17
After the completion of 10 years of service	$ 580.33
After the completion of 15 years of service	$ 870.50
After the completion of 20 years of service	$1,160.67
After the completion of 25 years of service	$1,450.83
After the completion of 30 years of service	$1,741.00
After the completion of 35 years of service	$2,031.17

These longevity bonuses will increase by the 10-year rolling COLA average each July 1 of this contract.

SECTION 12. MEDICAL COVERAGE

A. The Union will have the option of either moving entirely to the Cigna SchoolCare Consumer Driven Health Plan at a 95% (City)/5% (Employee) premium split, or

retaining the current SchoolCare plans at an 85.5% (City)/14.5% (Employee) premium split effective July 1, 2014 and an 85% (City)/15% (Employee) premium split effective July 1, 2015. Regardless of which health insurance option the Union selects, the City's total contribution to health insurance (including any premium, additional tax or assessment) will not exceed the current threshold levels for assessment of the "Cadillac Tax" under the Affordable Care Act ($10,200/single $27,500/2-person and family).

B2. The City will establish as soon as possible an IRS 125 Premium Reduction Plan which employees may voluntarily participate in.

B3 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. Additionally, the parties agree that a flexible spending account may be implemented by management either as part of a cafeteria plan or independently without any additional approvals.

B4 The Association agrees to participate in a City-wide committee to explore health insurance options.

C. Permanent Part time employees who work at least thirty hours per week will be provided coverage as set forth above depending on their date of hire. Said employees will also be provided Cigna Dental Coverage.

D. The parties agree that employees currently receiving stipends in lieu of health insurance coverage will receive two hundred and fifty dollars ($250.00) per quarter effective January 1, 2004. 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.

E. Regular full-time employees and part-time employees working at least thirty hours shall have their health and dental coverage commence the first of the month after they have completed sixty consecutive days of service. Prior to sixty days of service an employee may choose to be covered but the employee will pay full cost of coverage until the sixty days have passed. An employee who desires coverage prior to the sixty days service must exercise his or her option on the date of hire.

SECTION 13.HEALTH AND WELFARE AND DENTAL COVERAGE FOR EMPLOYEES WORKING REDUCED HOURS

Any full time employee who has worked as a full time employee more than two years and whose hours are reduced to less than full time in his/her current position will be entitled to health and dental coverage with the employer and the employee contributing to the cost as set forth below.

A. The reduction in hours will be at the discretion of the City Manager, or the Police Commission as appropriate.

B. The employee must work a minimum of 25 hours per week on a regular basis.

C. Effective July 1, 2002, the employee will pay 30% of the cost of health insurance and dental insurance.

D. It is understood that it is the City's Manager's or Police Commission's option, as appropriate, to cancel the reduced hours arrangement based on 30 days notice.

SECTION 14. CLOTHING ALLOWANCE

The Deputy Fire Chiefs and Fire Prevention Officer/Safety Officer shall be provided with four-hundred fifty ($450) dollars clothing allowance per contract year to purchase both work and dress uniforms as prescribed by the Police Chief's approved list.

SECTION 15. DEFENSE OF LAW SUITS

The City shall indemnify and hold harmless any employees covered by this Agreement from any and all losses, including reasonable attorney's fees and other expenses of defense, in connection with any claim, demand, action, suit, or judgment arising out of any act or omission of the employee if, at the time of the act or omission, the employee was acting within the scope of his employment or office.

SECTION 16. MILITARY LEAVE OF ABSENCE

To foster and encourage service in the United States Military Reserve and the National Guard, the City will pay any employee who is a member of the United States Military Reserve or the National Guard, the difference between his or her military pay and the employee's regular weekly straight time pay when on normal annual training sessions. Payment of the above stated differential shall not apply to regular monthly meetings, or when the employee enters full time active duty.

SECTION 17. SENIORITY

Definition: An employee's seniority shall commence with his/her hiring date provided the employee is not discharged and is in the City's continuous employ beyond the probationary period. All employees who are not permanent shall be deemed to have no seniority status and may be discharged. For purposes of interpretation, this seniority definition applies to the date of hire to a position within this Association. This interpretation does not affect longevity or other benefits which may have been so accrued from other bargaining units with the City.

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

B. Layoffs: When it is necessary to reduce the number of employees on the City payroll because of the lack of funds, the Police Commission or the City Manager as appropriate will decide which employees will be laid off. The following factors will be considered in determining layoff:

1. Employee efficiency will be a factor in determining the order in which the employees should be released.

2. The advisability of demoting employees in higher classifications to lower classes for which they are qualified, and laying off those in lower classifications will also

be considered.

3. All other things being equal, consideration will be given to the employee's length of service with the City of Portsmouth in determining lay-offs.

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

D. The City agrees to maintain employees on this re-employment list for twelve (12) months following the employee's date of lay off. This list will be kept for each job classification within each department.

E. If a vacancy is to be filled, it will be posted within five (5) working days in appropriate City Municipal buildings to allow Association Members an opportunity to indicate their interest in filling such positions by submitting a written statement to that effect to the City Manager, or the Police Commission as appropriate.

SECTION 18. SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any Law, such invalidity shall not effect the validity of the remaining provisions.

SECTION 19. TIME OF AGREEMENT

This Agreement shall cover a two year period commencing on July 1, 2014 and ending on June 30, 2016 with no provision having retroactive effect unless specifically identified as such.

Should neither party to this Agreement initiate negotiations as required by State law, this Agreement will be considered to remain in force and to have been automatically extended.

SECTION 20. COPIES

All employees, including new employees, shall be provided with a copy of this Agreement, and all appendices at the City's expense. The Human Resources Director and the Police Chief shall comply with this provision no later than thirty (30) days after the signing of this contract.

SIGNATURES
Executed this 30 day of September, 2014.

PORTSMOUTH PROFESSIONAL MANAGEMENT ASSOCIATION

Alan Brady
President

Management Association Negotiating Committee
Rus Wilson
Steve Butzel
Nick Cracknell

CITY OF PORTSMOUTH NEW HAMPSHIRE

John P. Bohenko
City Manager

City of Portsmouth Negotiating Committee
Thomas Closson, City Negotiator
Dianna Fogarty, Human Resources Director
Peter Rice, Public Works Director

INDEX

CLOTHING ALLOWANCE 14
COPIES 15
COURSE REIMBURSEMENT 12
DEFENSE OF LAW SUITS 14
GRIEVANCE PROCEDURES 11
HOLIDAYS 4
INSURANCE
DENTAL PROGRAM 10
DISABILITY INCOME INSURANCE & LIFE INSURANCE 10
HEALTH AND WELFARE AND DENTAL COVERAGE FOR EMPLOYEES REDUCED WORKING HOURS 13
MEDICAL COVERAGE 12
WORKMEN'S COMPENSATION 9
LEAVES
FAMILY AND MEDICAL LEAVE ACT 10
LEAVE BENEFITS 4
SICK LEAVE ELIGIBILITY 6
PAYOUT 7
BUYOUT OPTION 7
MILITARY LEAVE OF ABSENCE 14
PARENTAL ADOPTION/LEAVE 10
LONGEVITY 13
RECOGNITION AND MANAGEMENT RIGHTS 2
SALARY ADJUSTMENT 8
SALARY SCHEDULE 16
SAVINGS CLAUSE 15
SENIORITY 14
SIGNATURES 15
TIME OF AGREEMENT 15
UNION SECURITY 3
WORKING AGREEMENT PREAMBLE 2

PROFESSIONAL MANAGMENT ASSOCIATION
SALARY SCHEDULE
JULY 1, 2014 - JUNE 30, 2015

GRADE	POSITION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
7	SPECIAL PROJECTS MANAGER	$38,421	$40,306	$42,288	$44,374	$46,559	$47,840	$48,797	Annual
		$19.70	$20.67	$21.69	$22.76	$23.88	$24.53	$25.02	37.5 hrly
		$18.47	$19.38	$20.33	$21.33	$22.38	$23.00	$23.46	40 hrly
8	WEBMASTER	$40,343	$42,361	$44,477	$46,701	$49,036	$50,384	$51,392	Annual
		$20.69	$21.72	$22.81	$23.95	$25.15	$25.84	$26.35	37.5 hrly
		$19.40	$20.37	$21.38	$22.45	$23.57	$24.22	$24.71	40 hrly
9	OFFICE MANAGER ASSOCIATE PLANNER WELFARE CASE TECH.	$42,153	$44,230	$46,404	$48,695	$51,096	$52,501	$53,551	Annual
		$21.62	$22.68	$23.80	$24.97	$26.20	$26.92	$27.46	37.5 hrly
		$20.27	$21.26	$22.31	$23.41	$24.57	$25.24	$25.75	40 hrly
11	ADMINISTRATIVE ASST. ZONING ENFORCEMENT OFFICER PURCHASING COORDINATOR APPRAISER I DEPUTY TAX COLLECTOR II	$46,426	$48,710	$51,113	$54,274	$56,277	$57,824	$58,981	Annual
		$23.81	$24.98	$26.21	$27.83	$28.86	$29.65	$30.25	37.5 hrly
		$22.32	$23.42	$24.57	$26.09	$27.06	$27.80	$28.36	40 hrly
12	ACCOUNTANT I	$48,930	$51,333	$53,872	$56,544	$59,348	$60,981	$62,200	Annual
		$25.09	$26.32	$27.63	$29.00	$30.44	$31.27	$31.90	37.5 hrly
		$23.52	$24.68	$25.90	$27.18	$28.53	$29.32	$29.90	40 hrly
13	ACCOUNTANT II ASST. BLDG CODE INSPECTOR APPRAISER II DEPUTY LBRY DIR. FIRE PREVENT OFFICER WELFARE ADMINISTRATOR HOUSING SPECIALIST RESD. CONTS. INSP. OFFICER COMMUNICATIONS SUPERVISOR PUBLIC OUTREACH COORDINATOR	$51,131	$53,651	$56,295	$59,077	$61,991	$63,695	$64,968	Annual
		$26.22	$27.51	$28.87	$30.30	$31.79	$32.66	$33.32	37.5 hrly
		$24.58	$25.79	$27.06	$28.40	$29.80	$30.62	$31.23	40 hrly
14	COMMUNITY DEVEL. MGR. PLANNER I	$53,688	$56,371	$59,191	$62,149	$65,259	$67,053	$68,394	Annual
		$27.53	$28.91	$30.35	$31.87	$33.47	$34.39	$35.07	37.5 hrly
		$25.81	$27.10	$28.46	$29.88	$31.37	$32.24	$32.88	40 hrly
15	GIS COORDINATOR ASST. COMMUNITY DEV. DIRECTOR DEPUTY ASSESSOR AUDITOR ENTERPRISE ACCOUNTANT ECONOMIC DEVELOP. MGR. ELECTRICAL INSPECTOR PLUMBING/MECHANICAL INSPECTOR ENV. PLANNER/SUSTAINABILITY COORD ENVIRONMENTAL COMPLIANCE COORDINATOR IT COORDINATOR HEALTH INSPECTOR	$56,320	$59,098	$62,013	$65,078	$68,296	$70,174	$71,577	Annual
		$28.88	$30.31	$31.80	$33.37	$35.02	$35.99	$36.71	37.5 hrly
		$27.08	$28.41	$29.81	$31.29	$32.83	$33.74	$34.41	40 hrly
16	BUILDING INSPECTOR/ FACILITY PROJECT MGR FIRE MARSHAL DEPUTY ASSESSOR II PRINCIPAL PLANNER PARKING MANAGER	$59,111	$62,024	$65,090	$68,304	$71,679	$73,651	$75,124	Annual
		$30.31	$31.81	$33.38	$35.03	$36.76	$37.77	$38.53	37.5 hrly
		$28.42	$29.82	$31.29	$32.84	$34.46	$35.41	$36.12	40 hrly

	TRANSPORTATION PLANNER ASSISTANT CITY ENGINEER								
17	INFORMATION TECHNOLOGY MGR.	$62,036	$65,103	$68,318	$71,693	$75,237	$77,306	$78,852	Annual
	REVENUE ADMINISTRATOR	$31.81	$33.39	$35.03	$36.77	$38.58	$39.64	$40.44	37.5 hrly
	CONTROLLER	$29.83	$31.30	$32.85	$34.47	$36.17	$37.17	$37.91	40 hrly
	COMMUNCIATIONS MANAGER COMMUNITY DEVELOPMENT DIRECTOR/ASST FOR SPECIAL PROJECTS								
18	WELFARE DIRECTOR	$65,116	$68,332	$71,706	$75,250	$78,977	$81,149	$82,771	Annual
	ASST. LIBRARY DIRECTOR	$33.39	$35.04	$36.77	$38.59	$40.50	$41.61	$42.45	37.5 hrly
	HEALTH OFFICER	$31.31	$32.85	$34.47	$36.18	$37.97	$39.01	$39.79	40 hrly
19	TAX ASSESSOR	$68,345	$71,719	$75,266	$78,992	$82,899	$85,179	$86,882	Annual
	RECREATION DIRECTOR	$35.05	$36.78	$38.60	$40.51	$42.51	$43.68	$44.56	37.5 hrly
	DEPUTY FINANCE DIRECTOR	$32.86	$34.48	$36.19	$37.98	$39.86	$40.95	$41.77	40 hrly
20	CHIEF BUILDING INSPECTOR	$71,730	$75,280	$79,005	$82,911	$87,014	$89,407	$91,195	Annual
		$36.78	$38.60	$40.52	$42.52	$44.62	$45.85	$46.77	37.5 hrly
21	CITY ENGINEER	$75,295	$79,019	$82,926	$87,031	$91,341	$93,853	$95,730	Annual
	CITY ENGINEER/WATER/SEWER	$38.61	$40.52	$42.53	$44.63	$46.84	$48.13	$49.09	37.5 hrly
	TRAFFIC ENGINEER	$36.20	$37.99	$39.87	$41.84	$43.91	$45.12	$46.02	40 hrly
22	LIBRARY DIRECTOR	$79,060	$83,012	$87,072	$91,383	$95,910	$98,547	$100,518	Annual
	DIVISION DIRECTOR- Parking & Trans	$40.54	$42.57	$44.65	$46.86	$49.18	$50.54	$51.55	37.5 hrly
	PLANNING DIRECTOR	$38.01	$39.91	$41.86	$43.93	$46.11	$47.38	$48.33	40 hrly
23		$83,012	$87,072	$91,383	$95,950	$100,705	$103,475	$105,544	Annual
		$42.57	$44.65	$46.86	$49.21	$51.64	$53.06	$54.13	37.5 hrly
24	DEPUTY PUBLIC WORKS	$87,079	$91,391	$95,915	$100,666	$105,657	$108,562	$110,733	Annual
	DIRECTOR	$44.66	$46.87	$49.19	$51.62	$54.18	$55.67	$56.79	37.5 hrly
25	FINANCE DIRECTOR	$91,433	$96,005	$100,805	$105,844	$111,138	$114,194	$116,478	Annual
		$46.89	$49.23	$51.69	$54.28	$56.99	$58.56	$59.73	37.5 hrly

Permanent part-time employees shall be paid an hourly rate based upon the appropriate salary set forth above.

NON-UNION POSITIONS
EFFECTIVE JULY 1, 2014 - JUNE 30, 2015
SALARY SCHEDULE

GRADE	POSITION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
1	DESK ATTEN/SWTCH BD	$28,679	$30,093	$31,568	$33,117	$34,752	$35,708	$36,422	Annual
		$14.71	$15.43	$16.19	$16.98	$17.82	$18.31	$18.68	37.5 hrly
		$13.79	$14.47	$15.18	$15.92	$16.71	$17.17	$17.51	40 hrly
2	PKG ENFORC. OFFICERS	$29,323	$30,831	$32,370	$33,987	$35,532	$36,509	$37,239	Annual
		$14.10	$14.82	$15.56	$16.34	$17.08	$17.55	$17.90	40 hrly
3	CLERK/TYPIST	$31,701	$33,251	$34,887	$36,597	$38,394	$39,450	$40,239	Annual
		$16.26	$17.05	$17.89	$18.77	$19.69	$20.23	$20.64	37.5 hrly
		$15.24	$15.99	$16.77	$17.59	$18.46	$18.97	$19.35	40 hrly
4	SECRETARY	$33,142	$34,764	$36,471	$38,262	$40,139	$41,243	$42,068	Annual
	PURCHASING CLERK	$17.00	$17.83	$18.70	$19.62	$20.58	$21.15	$21.57	37.5 hrly
		$15.93	$16.71	$17.53	$18.40	$19.30	$19.83	$20.23	40 hrly
5	COMMUNITY DEVELOP.	$34,799	$36,537	$38,364	$40,283	$42,296	$43,459	$44,328	Annual
	SECRETARY	$17.85	$18.74	$19.67	$20.66	$21.69	$22.29	$22.73	37.5 hrly
		$16.73	$17.57	$18.44	$19.37	$20.33	$20.89	$21.31	40 hrly
7	ADMIN. CLERK	$38,421	$40,306	$42,288	$44,374	$46,559	$47,840	$48,797	Annual
		$19.70	$20.67	$21.69	$22.76	$23.88	$24.53	$25.02	37.5 hrly
		$18.47	$19.38	$20.33	$21.33	$22.38	$23.00	$23.46	40 hrly
8	SECRETARY III	$40,343	$42,361	$44,477	$46,701	$49,036	$50,384	$51,392	Annual
		$20.69	$21.72	$22.81	$23.95	$25.15	$25.84	$26.35	37.5 hrly
		$19.40	$20.37	$21.38	$22.45	$23.57	$24.22	$24.71	40 hrly
9	OFFICE MANAGER	$42,153	$44,230	$46,404	$48,695	$51,096	$52,501	$53,551	Annual
		$21.62	$22.68	$23.80	$24.97	$26.20	$26.92	$27.46	37.5 hrly
		$20.27	$21.26	$22.31	$23.41	$24.57	$25.24	$25.75	40 hrly
11	HUMAN RESOURCES	$46,426	$48,710	$51,113	$54,274	$56,277	$57,824	$58,981	Annual
	COORD.	$23.81	$24.98	$26.21	$27.83	$28.86	$29.65	$30.25	37.5 hrly
	ADMIN ASST.	$22.32	$23.42	$24.57	$26.09	$27.06	$27.80	$28.36	40 hrly
	DEPUTY CITY CLERK II								
	PRKG OPERATIONS SUP.								
13	BUSINESS ADMINISTRATOR	$51,131	$53,651	$56,295	$59,077	$61,991	$63,695	$64,968	Annual
	EXECUTIVE ASST.	$26.22	$27.51	$28.87	$30.30	$31.79	$32.66	$33.32	37.5 hrly
	HR ADMINISTRATOR	$24.58	$25.79	$27.06	$28.40	$29.80	$30.62	$31.23	40 hrly
14	PUBLIC HEALTH/SAFETY COORD	$53,688	$56,371	$59,191	$62,149	$65,259	$67,053	$68,394	Annual
		$27.53	$28.91	$30.35	$31.87	$33.47	$34.39	$35.07	37.5 hrly
		$25.81	$27.10	$28.46	$29.88	$31.37	$32.24	$32.88	40 hrly
15	CITY PROSECUTOR	$56,320	$59,098	$62,013	$65,078	$68,296	$70,174	$71,577	Annual
	ADMINIISTRATIVE MANAGER/								
	BUDGET COORDINATOR	$28.88	$30.31	$31.80	$33.37	$35.02	$35.99	$36.71	37.5 hrly
		$27.08	$28.41	$29.81	$31.29	$32.83	$33.74	$34.41	40 hrly
17	ASST. CITY ATTORNEY	$62,036	$65,103	$68,318	$71,693	$75,237	$77,306	$78,852	Annual
	LABOR RELATIONS	$31.81	$33.39	$35.03	$36.77	$38.58	$39.64	$40.44	37.5 hrly
	SPECIALIST	$29.83	$31.30	$32.85	$34.47	$36.17	$37.17	$37.91	40 hrly
20	CITY CLERK	$71,730	$75,280	$79,005	$82,911	$87,014	$89,407	$91,195	Annual
		$36.78	$38.61	$40.52	$42.52	$44.62	$45.85	$46.77	37.5 hrly
		$34.49	$36.19	$37.98	$39.86	$41.83	$42.98	$43.84	40 hrly
21	HUMAN RESOUCES	$75,295	$79,019	$82,926	$87,031	$91,341	$93,853	$95,730	Annual
	DIRECTOR	$38.61	$40.52	$42.53	$44.63	$46.84	$48.13	$49.09	37.5 hrly
22	DEPUTY FIRE CHIEF	$79,060	$83,012	$87,072	$91,383	$95,910	$98,547	$100,518	Annual
		$38.01	$39.91	$41.86	$43.93	$46.11	$47.38	$48.33	40 hrly
23	CERTIFIED ASSESSOR	$83,012	$87,072	$91,383	$95,950	$100,705	$103,475	$105,544	Annual

NON-UNION POSITIONS
EFFECTIVE JULY 1, 2014 - JUNE 30, 2015
SALARY SCHEDULE

	ASSISTANT FIRE CHIEF	$42.57	$44.65	$46.86	$49.21	$51.64	$53.06	$54.13	37.5 hrly
		$39.91	$41.86	$43.93	$46.13	$48.42	$49.75	$50.74	40 hrly
24	DEPUTY POLICE CHIEF	$87,079	$91,391	$95,915	$100,666	$105,657	$108,562	$110,733	Annual
25	CITY ATTORNEY PUBLIC WORKS DIRECTOR	$91,433	$96,005	$100,805	$105,844	$111,138	$114,194	$116,478	Annual
26	DEPUTY CITY MANAGER	$95,787	$100,575	$105,606	$110,886	$116,429	$119,632	$122,024	Annual
27	FIRE CHIEF	$100,576	$105,604	$110,885	$116,429	$122,250	$125,612	$128,124	Annual
28	POLICE CHIEF	$105,604	$110,885	$116,429	$122,250	$128,362	$131,893	$134,531	Annual

Permanent part-time employees shall be paid an hourly rate based upon the appropriate salary set forth above.