WORKING AGREEMENT

BETWEEN

CITY OF PORTSMOUTH, NEW HAMPSHIRE

AND

THE CITY OF PORTSMOUTH AND

THE PORTSMOUTH SUPERVISORY MANAGEMENT ALLIANCE

July 1, 2014 through June 30, 2016

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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
Water Meter Billing Foreman
Construction Technician Supervisor
Senior Services Coordinator
Lead Mechanic

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 driver's 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 or 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.

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 form 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 in 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. Employees may take time off in half hour increments but will not exceed a total of 6 hours per contract year.

SECTION IV
PAY INCREASES, LONGEVITY, MEDICAL INSURANCE

A. COLA ADJUSTMENT

Effective July 1, of each year from July 1, 2014 through June 30, 2016, 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 two year 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

B. 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.

C. 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. 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 and fifty dollars ($150.00) for the week. 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.

D. 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.

E. All general increases shall be additional to the step increases to which the employees are entitled.

F. 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 date of hire.

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).

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. In order to receive health insurance opt-out stipend, employee must present proof of enrollment in alternative employer-sponsored health insurance plan that does not subject the City to any fees, fines or assessments under the Affordable Care Act. 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, 2013	20.0%	July 1, 2013	15.5%

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	$ 255.05
After the completion of 10 years of service	$ 510.10
After the completion of 15 years of service	$ 765.15
After the completion of 20 years of service	$1,020.20
After the completion of 25 years of service	$ 1,275.25
After the completion of 30 years of service	$ 1,530.30
After the completion of 35 years of service	$ 1,785.35

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

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 SchoolCare – Plan 2 1500 Max (DPO2C) 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 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 the year 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. 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, doctor's appointments and comp time will not be considered time worked for overtime purposes. Effective July 1, 2014, bereavement shall be considered part of his/her forty (40) hours and shall be compensated as set forth in Section IV.

   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 beginning of a calendar year will be entitled to be paid three (3) sick days pay if no sick 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 1/2 day on Good Friday from the AFSCME Local 1386 contract in exchange for 1/2 day on Christmas Eve and 1/2 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. 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.

Effective July 1, 2014, the stipend shall increase to one hundred and twenty five dollars ($125.00). 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 proposes 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, 2016. 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 Recreation Director position during 2014-15, with any adjustment effective July 1, 2014.

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 July 1, 2014, stand-by premium will increase to $2.50.

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.

Signed this 30th day of December 2014.

For the City of Portsmouth

John P. Bohenko,

For the Supervisory Management Alliance

Paula Anania

City Manager

Dianna Fogarty,
Human Resources Director

Thomas Closson
City Negotiator

Peter Rice
Public Works Director

Negotiating Team Member

Tim Bailey
Negotiating Team Member

Todd Croteau
Negotiating Team Member

CITY OF PORTSMOUTH
SUPERVISORY MANAGEMENT ALLIANCE
2014- 2015 SALARY SCHEDULE

GRADE	POSITION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
9	Parking Grg Sup.	$42,152.67	$44,230.03	$46,404.17	$48,694.22	$51,095.68	$52,500.52	$53,944.28
		$1,621.26	$1,701.16	$1,784.78	$1,872.85	$1,965.22	$2,019.25	$2,074.78
		$20.27	$21.26	$22.31	$23.41	$24.57	$25.24	$25.93
11	Rec Supervisor	$46,624.69	$48,930.12	$51,332.90	$53,871.78	$56,543.66	$58,098.72	$59,696.43
	Comm. Ctr Super.	$1,793.26	$1,881.93	$1,974.34	$2,071.99	$2,174.76	$2,234.57	$2,296.02
	Spin Point Super.	$22.42	$23.52	$24.68	$25.90	$27.18	$27.93	$28.70
	Sr. Services Coord.							
12	Pool Supervisor	$48,930.12	$51,332.90	$53,871.78	$56,543.66	$59,348.45	$60,980.45	$62,657.41
	Lead Mechanic	$1,881.93	$1,974.34	$2,071.99	$2,174.76	$2,282.63	$2,345.40	$2,409.90
		$23.52	$24.68	$25.90	$27.18	$28.53	$29.32	$30.12
13	Water Foreman	$51,332.90	$53,871.78	$56,543.66	$59,348.45	$62,289.49	$64,002.28	$65,762.34
	Sewer Foreman	$1,974.34	$2,071.99	$2,174.76	$2,282.63	$2,395.75	$2,461.63	$2,529.32
	Highway Foreman	$24.68	$25.90	$27.18	$28.53	$29.95	$30.77	$31.62
	Solid Wst Coord							
	Asst. Rec Director							
	Asst. CPO							
	Water Meter Billing Foreman							
14	Equip. Mnt Foremar	$53,871.78	$56,543.66	$59,348.45	$62,289.49	$65,392.60	$67,190.46	$69,038.19
	Fac/Solid Waste	$2,071.99	$2,174.76	$2,282.63	$2,395.75	$2,515.10	$2,584.25	$2,655.32
	Foreman	$25.90	$27.18	$28.53	$29.95	$31.44	$32.30	$33.19
15	General Foreman	$56,543.66	$59,348.45	$62,289.49	$65,392.60	$68,637.67	$70,525.30	$72,464.75
	Const. Tech. Sup.	$2,174.76	$2,282.63	$2,395.75	$2,515.10	$2,639.91	$2,712.51	$2,787.11
		$27.18	$28.53	$29.95	$31.44	$33.00	$33.91	$34.84
16	CPO	$59,348.45	$62,289.49	$65,392.60	$68,637.67	$72,066.93	$74,048.39	$76,084.72
	Non-Exempt	$2,282.63	$2,395.75	$2,515.10	$2,639.91	$2,771.80	$2,848.02	$2,926.34
		$28.53	$29.95	$31.44	$33.00	$34.65	$35.60	$36.58
18	CPO	65,116.18	68,332.31	71,705.98	75,249.80	78,976.91	$81,148.78	$83,380.37
	Exempt	$2,504.47	$2,628.17	$2,757.92	$2,894.22	$3,037.57	$3,121.11	$3,206.94