

WORKING AGREEMENT

BETWEEN THE

CITY OF PORTSMOUTH, NEW HAMPSHIRE

AND

PORTSMOUTH CITY EMPLOYEES LOCAL #1386 B

OF THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO



July 1, 2022 to June 30, 2025

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**Article 1**  
**WORKING AGREEMENT**

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

**Article 2**  
**NON-GENDER CLAUSE**

The provisions of this document are considered gender neutral, and where possible shall reflect gender neutral language. Within the Collective Bargaining Agreement where the male or female gender is exclusively used, it shall be understood that it does not limit the benefits to just the gender that was mentioned.

**Article 3**  
**RECOGNITION**

- 3.1 Employees covered by the Agreement are those who are members of the Union who are employees of the City of Portsmouth within the jurisdiction of the American Federation of State, County and Municipal Employees in the positions defined in 3.4 below.
- 3.2
- A. Upon receipt of signed authorization from employees who are subject to this agreement, the employer shall deduct from the employee's pay dues payable by such employees to the Union. Such authorization shall be for the life of the Contract and shall be continued thereafter if a contract exists between the City and the Union. The deductions shall be remitted to the Union no later than ten (10) days from the date on which the deduction was made. The City shall furnish the Union with a record of each deduction showing the amount and the employees from whom such deduction was made. [As authorized by NH RSA 275:48 (b) (1)]
  - B. Employees who decline membership in the Union will be required to declare, in writing, their rejection using the "Membership Rejection Statement" attached to this document in appendix "X", which outlines certain benefits that will not be available to the non-member, as well as costs and fees the non-member may be required to pay for access to Union representation.

The exclusive representative may require a non-member to pay for the reasonable costs and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-member's request. The exclusive representative may require non-members to pay any anticipated proportional costs and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of agreements with the public employer.

- C. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. [This deduction is authorized by NH RSA 275:48 I. (e)]
- D. The employer shall provide the opportunity for Union officials to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, not later than 10 calendar days after the date of hire. The employer shall provide to the Union officials the name, job title, job location, and supervisor of newly hired employees, upon date of hire.

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

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

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

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

- 3.5 The City hereby recognizes that the Union is the sole and exclusive representative of all permanent employees of the City who are members of the Union for the purpose of bargaining with respect to wages, hours of work and working conditions and the Union unreservedly accepts and recognizes the necessity of the City to operate within its budget, as set forth by the City Charter as amended. Effective August, 1983, permanent, part-time Library employees working a regular work week of at least 20 hours are included in this Section.
- 3.6 The City agrees for itself and any of its authorized agents that it will not bargain with any individual employee on matters pertaining to wages, hours of work, working conditions, transfers or promotions covered by this contract.
- 3.7 The Union agrees for itself and its members that no member will bargain with the City or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, transfers or promotions covered by this contract.

#### **Article 4A**

### **MANAGEMENT RIGHTS**

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

#### **Article 4B**

### **PROBATIONARY PERIOD AND CLASSIFICATION**

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

Probationary Period and Extension of: All appointments will be made for a working test period subject to close review as to the employee's competency to carry out work assignments. Probationary employees are considered at will and may be terminated with or without cause.

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

- A. Probationary: Probationary employees are those employees hired to fill regular positions, but who are serving their probationary period of six (6) months. Probationary employees shall be allowed to earn sick leave and vacation during

their probationary period, but shall not be entitled to be paid for or to take such leave unless and until they successfully complete six months of employment.

Probationary employees shall be entitled to holiday pay in the same manner as other employees. Probationary employees shall not be entitled to other benefits of permanent employees. Specifically, probationary employees shall not be entitled to health and dental insurance coverage until the first of the month following their date of hire.

- B. Permanent Part-time Library Employees: Library employees working a regular work week of at least 20 hours.
- C. Permanent : Permanent employees are those employees hired to fill regular full-time positions who have completed their six (6) month probationary period.

## **Article 5**

### **EMPLOYMENT AND TERMINATION**

- 5.1 Union Dues: Upon an individually written authorization card signed by the employee and approved by the Union, the City agrees to deduct from each employee's wages a sum for the Union dues to be collected from the first paycheck of each month.
- 5.2 Posting Jobs and Vacancies: All new jobs and vacancies within the bargaining unit shall be posted on City's Web Site within ten (10) working days after the vacancy occurs. All internal candidates may apply, and will be interviewed.
- 5.3 Trial Period: When bidding a new job, via promotion or transfer, the permanent employee shall have a trial period of three (3) months in which they may request to be reinstated to their previous position, and if there is no disruption in the productivity of the department, the department head may grant the request.
- 5.4 Bidding Restriction: No employee who has successfully bid a job shall be allowed to exercise the right to bid another job within twelve (12) months of being assigned to a newly bid job unless bidding for a higher rate of pay in another job.
- 5.5 The parties agree that members of the bargaining unit are subject to the City's Harassment/Discrimination Policy.
- 5.6 Competitive Examination: The relative fitness of the applicants for appointment, or promotion within the employment of the City will be determined by competitive examination, which will include the consideration and rating of any or all of the following qualification factors: education, experience, general adaptability, special aptitudes, , knowledge, skills, ability to perform the essential functions of the job either with or without reasonable accommodation(s) and such other qualifications as may be deemed necessary for the satisfactory performance of the duties of the respective position. All factors being equal, seniority shall determine appointment.



- 5.7 Absenteeism Without Notification: An absence of three ( 3) consecutive working days without notifying the immediate supervisor concerned shall serve as basis for immediate dismissal.
- 5.8 Working Days: For the purposes of this Article, working days are Monday through Friday, not including holidays.

## **Article 6**

### **SENIORITY**

- 6.1 Definition: An employee's seniority shall commence with their hiring day provided the employee is not discharged and is in the City's continuous employment beyond the probationary period. All employees who are not permanent shall be deemed to have no seniority status and may be discharged. Seniority for part-time Library Employees shall be dated from August 11, 1983.
- 6.2 Forfeiture : Seniority is forfeited only by discharge for just cause, resignation or retirement . In no case will seniority be interrupted or forfeited by illness, layoff, military duty, or approved leave of absence.
- 6.3 Layoffs : When it is necessary to reduce the number of employees on the City payroll because of the lack of work or funds the City Manager shall decide which employees shall be laid off in accordance with the following provisions:
- A. Layoffs shall be by job classification within each department, and;
  - B. All temporary employees within the job classification in which the layoff is to occur shall be laid off before any other employees in the job classification.
  - C. Probationary part-time employees shall be laid off before [any other] permanent part-time employees, and;
  - D. Part-time employees shall be laid off before any full—time employees are laid off, and;
  - E. Probationary full-time employees shall be laid off before any non—probationary full-time employees are laid off, and;
  - F. Among each group of employees eligible to be laid off, the City Manager shall select the least senior employee to be laid off.
- 6.4
- A. Re-employment List: Employees separated from the service of the City through no fault of their own shall be placed on a re-employment list.
  - B. The City agrees to maintain employees on this re-employment list for twenty-four (24) months following the employee s date of lay-off. This list will be kept for each job classification within each department.
  - C. An employee re-hired under these circumstances shall be credited with full seniority.

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

**Article 7**  
**WAGES**

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

**COLA Adjustments**

Effective July 1, 2022, members of this bargaining unit will receive a 4% wage increase and 2.05% COLA (total increase of 6.13%) effective July 1, 2022. Effective July 1, 2023, members of this bargaining unit will receive COLA calculated according to standard City formula, between 3% and 5%. Effective July 1, 2024, members of this bargaining unit will receive COLA calculated according to standard City formula, between 2% and 5%.

The COLA Adjustment percentage shall be determined by the rolling ten (10) year average in the CPI-U for the Boston-Cambridge-Newton- -MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS' s calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982 -1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

*Thus if the rolling ten (10) average of the CPT-U for the Boston SMSA (Nov. - Nov.) is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5 % the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%*

Applicability After Contract Expires : It is clearly understood that in the event that the three year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2025 that no further COLA adjustments after July 1, 2024 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, 2025.

7.2 Permanent part—time library employees will advance on the step schedule annually, but shall not advance more than one (1) step in any year in accordance with the same schedule as full-time employees.

7.3 Salaried Five (5) Step Employees:

First twelve (12) months	Step A
After twelve (12) months	Step B
After twenty four (24) months	Step C
After thirty six (36) months	Step D
After forty—eight (48) months	Step E
After seven and half (7.5) years	Step F (eff. 1/1/19)
After ten (10) years	Step G (eff. 7/1/05)
After fifteen (15) years	Step H (eff. 07/01/2023) (1.35%)
After twenty (20) years	Step I (eff. 7/1/06)

7.4

A. An employee promoted or acting in a position which has a higher maximum hourly rate shall receive a pay raise of one step over their present rate upon promotion or to the minimum of the new position, whichever is greater, and such increases as are set forth in the salary schedule, thereafter, based upon date of promotion. Employees promoted with ten (10) or more years of service must wait twelve (12) months between Steps F and G. Employees promoted with fifteen (15) or more years of service must wait twelve months between Steps G and H and another twelve (12) between Steps H and I.

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

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

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

7.6 The City shall, upon written request and authorization from the employee, forward said employee's paycheck as a direct deposit to the banks or credit unions with direct deposit compatible with the computer programs utilized by the City. The City shall not be held responsible for any delay experienced by employee due to the transfer of funds to the bank or credit union.

**Article 8  
LONGEVITY**

- 8.1 All bargaining unit employees shall receive longevity compensation. Longevity compensation shall commence on 31<sup>st</sup> of December following said five (5) years of service.
- 8.2 Longevity compensation shall be distributed according to the following schedule. These longevity bonuses will increase by the 10 year rolling each July 1 of this contract.

Length of Service	12/31/2022
5 Years	\$340.14
10 Years	\$680.38
15 Years	\$1,020.43
20 Years	\$1,360.58
25 Years	\$1,700.72
30 Years	\$2,040.85
35 Years	\$2,380.99

- 8.3 Part-time Library employees shall receive this benefit on a pro-rated basis.

	30 Hrs	25 Hrs	20 Hrs
5 Years	\$258.51	\$217.69	\$173.47
10 Years	\$517.09	\$435.44	\$346.99
15 Years	\$775.53	\$653.08	\$520.42
20 Years	\$1,034.04	\$653.08	\$693.90
25 Years	\$1,292.55	\$1,088.46	\$867.37
30 Years	\$1,551.05	\$1,306.14	\$1,040.83
35 Years	\$1,809.55	\$1,523.83	\$1,214.30

**Article 9  
INSURANCE**

- 9.1 Medical Insurance: Effective August 1, 1996, the City agrees to provide Health Insurance to full—time permanent employees and part—time Library employees working thirty (30) hours or more each week.

The employee's cost for health insurance will be ten (10.0% ) percent of the premium for the AB 20 plan with a \$10/\$20/\$45 prescription plan and the City will pay ninety (90%) percent. Effective July 1, 2019, the employee's

contribution will be fifteen (15%) percent of the premium for the AB 20 plan and the City will pay eighty—five (85%) percent.

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of the three (3) year agreement - such plan would only become effective if ratified by the Union, approved by the City Manager and approved by the City Council.

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

- 9.2 A. The City agrees to implement an IRS Section 125 Plan so employees may take advantage of the IRS code provision allowing payment of insurance premiums with pre-tax dollars.
- B. The City may, at its discretion, offer an additional optional health plan (AccessBlue 15/40IPDED) at a 90% employer/10% employee premium cost share. Employees' participation in the plan shall be optional, and not compulsory.
- 9.3 The parties agree that employees shall receive a waiver stipend in lieu of health insurance coverage in the amount equal to fifty percent (50%) of the City's lowest cost of a single person premium plan. The stipends shall be paid quarterly. No additional employees shall receive such stipends when both spouses work for the City. Further the City will not provide Health and/or Dental Coverage if an employee is already covered by the same or similar health and/or dental plan. If the employee is found to have dual coverage, the employee must pay back to the City an amount equal to the premiums paid by the City during the time of dual coverage. Effective July 1, 2024, health insurance waiver stipend will be \$500/quarter.
- 9.4 Dental Insurance: The City agrees to pay for single, two-person or family membership in the Delta Dental Plan as required. Dental Insurance shall be paid for part-time Library Employees working thirty (30) hours or more each week.
- 9.5 Short—term Disability: The City shall make available through payroll deduction Disability Income insurance for members of the bargaining unit.
- 9.6 Long Term Disability: Within sixty (60) days after this Agreement is approved the City shall obtain Disability Income Insurance for members of the Association equal to two-thirds (2/3) of the monthly base salary not to exceed ten thousand (\$10,000) dollars per month. Said insurance shall be effective after the 61st day of disability with benefits payable to normal retirement age and shall be coordinated with Social Security benefits. Only permanent employees working 25 hours or more a week shall be eligible for Disability Income Insurance.
- 9.7 Worker' s Compensation Insurance: In case of accidental personal injury to any employee arising out of any accident in the course of their employment, the City shall pay to the employee the difference between the amount received from the insurance company or Worker's Compensation carrier and the employee's regular pay check. Said payments to be made by the City until the employee is able to return to work, but in no event shall such payments by the City exceed twenty-six (26) weeks.

9.8 Life Insurance: The City shall provide a group life insurance policy for eligible members of the Association in the amount of the current annual salary of the individual employee (rounded up to the nearest one thousand dollar), in accordance with the conditions set forth in the insurance policy. Only permanent employees working 25 hours or more a week shall be eligible for Life Insurance.

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

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

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

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

If you are married, your spouse will be entitled to an annual pension until they remarry or die, equal to 50% of your AFC.

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

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

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

**Article 10**  
**SICK LEAVE**

- 10.1 All employees except part-time Library employees shall be entitled to thirteen (13) days sick leave per year or ninety seven and one half hours (97.5) .
- 10.2 Permanent part-time library employees will be eligible for pro-rated sick leave accrual for all hours actually worked. This calculation shall occur no less frequently than quarterly. Part-time Library employees' sick leave shall be based upon the following schedule:
- |      |             |                     |                  |
|------|-------------|---------------------|------------------|
| 100% | 37.25 hours | 97.5 hours per year | 8.125(/ month)   |
| 80%  | 30 hours    | 75.0 hours per year | 6.25 ( / month)  |
| 68%  | 25 hours    | 67.5 hours per year | 5. 625 ( /month) |
| 53%  | 20 hours    | 52.5 hours per year | 4.375 (/month)   |
- 10.3 For employees hired prior to 1/1/1990, accumulation of sick leave shall be unlimited.
- 10.4 Employees hired after January 1, 1990, shall have a maximum accumulation of 150 days or 1125 hours.
- 10.5 Upon death of an employee while in the employment of the City, the City shall pay to their estate an amount equal to one hundred percent (100%) of their accumulated sick leave.
- 10.6 Upon retirement from employment, or upon termination of their employment, voluntary or involuntary, the City shall pay to an employee hired prior to 7/1/1996 an amount equal to seventy-five percent (75%) of their accumulated sick leave at the date of the termination of their employment.
- 10.7 Employees hired after July 1, 1996, shall earn and accumulate sick days as set forth in Section 10.1, 10.2, 10.3, and 10.4 but shall receive no payout for accumulated sick leave upon termination, retirement or death.
- 10.8 Employees of the Bargaining Unit shall be eligible to enroll in the city-wide sick bank, subject to the participation and usage rules established by the Sick Bank Committee. Supplemental sick leave requests should be made for only emergent, serious, or life threatening illnesses, injuries, impairments, or mental or physical conditions that have caused, or are likely to cause, the employee to take leave without pay, provided appropriate medical information is provided. Requests for supplemental sick leave shall be made to the Human Resources Department after all accrued sick leave is exhausted, and approval of use of said leave shall be made by the City Manager. An employee is considered to be on active status when on supplemental sick leave (as opposed to a leave of absence without pay) and is entitled to accrue annual leave, sick leave, and personal days. Pooling of sick leave, to act as supplemental sick leave, shall

be allowed by the membership of 1386B. 1386B members may voluntarily donate up to 5 days (37.5 hours) of accrued sick leave annually on May 30<sup>th</sup> of each year of this contract. The use of this time is administered by the conditions described above. The pool will be capped at 150 days, and may be rolled over annually. The withdrawal of supplemental sick leave is capped at 60 days per individual per year.

## **Article 11 MEDICAL APPOINTMENTS**

- 11.1 The City shall allow each full-time permanent employee time off with pay for a doctor, dentist, hospital, or other medical related appointments not lasting over two (2) hours per appointment. Employees may take time off in half hour increments but will not exceed a total of 6 hours per contract year. Permanent part-time Library employees shall make medical appointments on personal time.
- 11.2 Employees shall request such time off at least seventy-two (72) hours in advance, unless in cases of emergency.

## **Article 12 PARENTAL/ADOPTION LEAVE**

- 12.1 Upon application of the employee and approval by the City Manager, unpaid parental leave of absence for six months shall be granted to permanent full-time employees who have been employed at least one (1) year before said application. Leave for six (6) months is granted after two (2) years of permanent part -time Library employment.
- 12.2 It will be the responsibility of the employee to notify the City Manager one (1) month prior to returning to work.
- 12.3 An employee shall use their accumulated sick leave benefits during the disability period as determined by their physician before being eligible for maternity benefits, except leave without pay may be granted before all such leave is expended based on approval by the City Manager. It is understood that employees on approved unpaid leave must pay their own health and welfare and dental premiums.
- 12.4 An employee shall not forfeit seniority during this leave of absence.
- 12.5 Adoption: Any bargaining unit employee adopting a child shall be granted a leave of absence not to exceed three (3) months without pay.
- 12.6 Such leave shall commence upon the employee receiving defacto custody of said child, or up to two (2) months earlier if necessary to fulfill the requirements of adoption.
- 12.7 Said employee may keep benefits in force while on said leave by paying group rate premiums to the City.



- 12.8 Family Medical Leave Act Policy: The union and the employer agree that the Policy as implemented by the City of Portsmouth regarding the Family Medical Leave Act shall be applicable to the employees covered by this agreement .

**Article 13  
VACATIONS**

- 13.1 All permanent full-time employees shall be paid for actual time worked, all approved leaves and all approved holidays.
- 13.2 The City shall endeavor to keep the permanent full—time employees continuously at work insofar as practicable during the calendar year.
- 13.3 All full-time permanent employees shall receive a paid vacation as follows:

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

The vacation schedule shall be as follows completing six (6) full months service for the City of Portsmouth:

<b>Years of Service</b>	<b>Hours</b>	<b>Per Month</b>
One to two inclusive	75	6.25
Three to six	82.5	6.875
Seven	90	7.5
Eight	97.5	8.125
Nine	105	8.75
Ten	112.5	9.375
Eleven	120	10
Twelve	120	10
Thirteen	127.5	10.625
Fourteen	127.5	10.625
Fifteen	135	11.25
Sixteen	135	11.25
Seventeen	142.5	11.875
Eighteen	142.5	11.875
Nineteen	150	12.5

Twenty	150	12.5
Twenty-one	157.5	13.125
Twenty-two	165	13.75

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

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

<b>Years of Service</b>	<b>30 Hrs week</b>	<b>25 Hrs week</b>	<b>20 Hrs week</b>
One-two	60 Hours	48.75 Hours	37.5 Hours
Three-six	67.5 Hours	52.5 Hours	45 Hours
Seven	75 Hours	60 Hours	45 Hours
Eight	75 Hours	67.5 Hours	52.5 Hours
Nine	82.5 Hours	67.5 Hours	52.5 Hours
Ten	90 Hours	75 Hours	60 Hours
Eleven	97.5 Hours	82.5 Hours	60 Hours
Twelve	105 Hours	82.5 Hours	60 Hours
Thirteen	105 Hours	82.5 Hours	67.5 Hours
Fourteen	105 Hours	82.5 Hours	67.5 Hours
Fifteen	105 Hours	90 Hours	71.25 hours
Sixteen	105 Hours	90 Hours	71.25 Hours
Seventeen	112.5 Hours	97.5 Hours	75 Hours
Eighteen	112.5 Hours	97.5 Hours	75 Hours
Nineteen	120 Hours	97.5 Hours	78.75 Hours
Twenty	120 Hours	97.5 Hours	78.75 Hours

Twenty-one	127.5 hours	105 Hours	82.5 Hours
Twenty-two	135 Hours	112.5 Hours	86.25 Hours

For the purpose of this Article a “Permanent Part Time” employee is defined as those employees who work at least twenty (20) hours per week.

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

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

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

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

13.9 A. Personal Days: Each full-time permanent employee shall be allotted fifteen personal hours each year to tend to matters which cannot be taken care of during the employee's regular time off. Part-time permanent Library Employees are not entitled to personal days. Upon death of an employee while in the employment of the City, the City shall pay to their estate an amount equal to one hundred percent (100%) of any unused personal days. Accruals will be reflected on July 1 each year following the probationary period.

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

#### **Article 14**

#### **LEAVE OF ABSENCE WITHOUT PAY**

14.1 Written leaves of absence without pay may be granted by the City Manager in writing specifying the commencement and expiration date for the leave. Such leave may be

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

- 14.2 Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.
- 14.3 Failure of the employee to report promptly at the expiration of the leave shall be cause for disciplinary action up to and including discharge.

#### **Article 15**

#### **BEREAVEMENT LEAVE**

- 15.1 All employees shall be entitled to Bereavement leave up to three (3) days with pay for a death in the immediate family.
- 15.2 An additional two (2) days may be granted by the Department Head, at their discretion, for a death in the immediate family.
- 15.3 Immediate family shall be defined as follows: Spouse, Child, Adopted Child, Parent, Parent by adoption, Brother, Sister, Aunt, Uncle, Grandparent, Grandchild, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparent-in-law, Niece, and Nephew, step-child, step-parent and relative residing in the employee's household.
- 15.4 Extensions may be granted by application to the Department Head.
- 15.5 Bereavement Leave may be extended to an employee following the death of any other person living in the same household as the employee, at the discretion of the employee's supervisor.

#### **Article 16**

#### **HOLIDAYS**

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

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

In the event the city eliminates ½ day on Good Friday from the AFSCME Local 1386A contract in exchange for ½ day on Christmas Eve (December 24th only) and ½ day on New Year's Eve (December 31st only) , 1386B will adopt the same schedule regarding these holidays.

- 16.2 When a holiday falls on a Saturday, the preceding day shall be considered a holiday for City employees. If a holiday falls on a Sunday, the following Monday shall be considered a holiday. This language does not apply to Christmas Eve or New Year' s Eve. Only December 24th and December 31st will be closed for the holiday.
- 16.3 Any holiday shall be considered part of the regular work week.
- 16.4 Permanent part-time Library employees are paid only for scheduled hours of work. On days when the building is normally scheduled to be opened, but is "closed" permanent, part-time employees receive pay only for their scheduled hours of work.

**Article 17**

**UNION CONVENTION LEAVE**

- 17.1 The City shall allow one (1) union member five (5) days' leave of absence with pay, to attend the A.F.S.C.M.E. International Convention once every two years.
- 17.2 The City shall allow two (2) Union members one and one-half (1-1/2) days leave of absence with pay, to attend either the New Hampshire State Labor Council Convention or the A. F. S. C. M. E. Council #93 Convention each year.
- 17.3 Such leave must be requested at least one week in advance.

**Article 18**

**MILITARY LEAVE OF ABSENCE**

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

**Article 19**

**SAFETY**

- 19.1 The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees.
- 19.2 The City shall have the right to make regulations for the safety and health of its employees during their hours of employment . Representatives of the City and the Unions shall meet once every quarter at the request of either party to discuss safety

or such relations. The Union will appoint their representatives to the Joint Loss Management Committee.

- 19.3 Employees' cooperation in detecting hazards and eliminating or controlling them is a condition of their employment. Employees shall inform their supervisors immediately of a situation beyond their authority to correct on an appropriate form to be supplied by the City.
- 19.4 The Union agrees that its members who are employees of the City shall comply with the City's rules and regulations relating to safety, economy, continuity and efficiency of the service to the City and the Public.

## **Article 20 GRIEVANCES**

- 20.1 In recognition of the fact that the City and its employees, represented by the Union, have a mutual responsibility to the Public which requires that substantial disagreements arising between the employees and the management be settled in an orderly way without undue delay, it is agreed that fundamental differences which may arise between the employee and the management of the nature mentioned in the following paragraphs shall be adjusted in accordance with the provisions herein set out.
- 20.2 Should any substantial difference arise between the City and the Union, or its members, as to the meaning and interpretation of this Agreement, including wages or changes in wage rates, procedure of a settlement shall be by private conference in the following manner and order:
- A. An employee who has a grievance shall discuss the grievance with their Union Steward or an officer of the Union.
  - B. If the employee is dissatisfied then the grievance shall be submitted to the Department Head within seven (7) working days of the meeting in (A) for further review and possible solution. This shall be known as Step 1.
  - C. The Department Head shall submit their written decision to the Union within seven (7) working days after receipt of the notice of grievance or of the hearing to discuss said grievance, whichever is later.
  - D. If no agreement has been reached, then the Union may submit the grievance to the City Manager within ten (10) working days after the decision from the Department Head. The City Manager shall render their written decision within ten (10) working days after receipt of the grievance. This shall be known as Step 2.
  - E. Should the City Manager's decision be unsatisfactory, any dispute, claim or grievance arising out of or relating to the interpretation or the application of this Agreement may be submitted to arbitration under the voluntary labor arbitration rules of the American Arbitration Association. The parties further

agree to accept the arbitrator's award as final and binding upon them. This shall be known as Step 3.

- F. All demands for arbitration shall be submitted to the PELRB within thirty (30) work days of the Union's receipt of the City's Step 2 answer. Any grievance for which a demand for arbitration is not submitted to the PELRB within thirty (30) work days shall be deemed dropped. This section shall be effective on or after the date of signing.
- G. Notwithstanding the foregoing or any other section of this contract, a grievance must be filed in writing with management within ten (10) working days of the event giving rise to the grievance or within ten (10) working days of when the employee knew or should have known of the occurrence of said event. If the grievance is not filed in writing within the aforementioned time limit, it shall be untimely and therefore shall be denied.
- H. The time limits set forth in Items B, C, D, and F may be extended by mutual agreement of the parties. It is understood that if the union wishes expedited treatment of a grievance, it should so notify management so that hearings and decisions will be handled quickly.

- 20.3 Cost of said arbitrator shall be shared equally by the City and the Union. Any arbitrator ruling on a cause pursuant to this article shall have no authority to change, alter or amend in any way the provisions of this contract. RSA 542 shall be applicable to appeals of arbitrator's decisions.
- 20.4 Working Days: For the purposes of this article, working days shall be defined as Monday through Friday, not including holidays.

## **Article 21**

### **DISCIPLINARY PROCEDURES**

- 21.1 All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.
- 21.2 All suspensions and discharges must be stated in writing and the reasons stated and a copy given to the employee (s) and the Union at the time of suspension or discharge.
- 21.3 Disciplinary action will normally be taken in the following order:
  - (1) Verbal warning;
  - (2) Written warning;
  - (3) Suspension without pay;
  - (4) Discharge.

Although discipline will normally be taken in this order, Management reserves the right to advance discipline to an appropriate level for the infraction alleged.

- 21.4 No employee shall be penalized, disciplined, suspended, or discharged without just cause.
- 21.5 The length of time between disciplinary actions shall be considered in determining the appropriate level of discipline or in considering an employee for a promotion.
- 21.6
- A. In the event an employee receives a written or verbal discipline, the warning shall remain in the employee's personnel file. However, said discipline will not be considered after one (1) year provided no subsequent infraction of the same type as classified in Section 21.3 B. occurs.
  - B. In the event an employee is suspended, the suspension shall remain in the employee's personnel file. However, said discipline will not be considered after two (2) years provided no subsequent infraction of the same type as classified in Section 21.3 B. occurs.
  - C. Disciplinary action, taken by the City, against an employee due to illegal or criminal offenses shall be exempt from the provision of A. and B. of this Section.
- 21.7 The City shall not engage in random drug testing unless required to do so under Federal or State Law or Regulation.

#### **Article 22**

#### **JURY/WITNESS DUTY PAY**

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

#### **Article 23**

#### **EMPLOYEE INDEMNIFICATION**

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



**Article 24**  
**EDUCATIONAL EXPENSES**

- 24.1 The following educational reimbursement policy will apply to members of the bargaining unit covered by this policy.
- 24.2 The City agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards: payment up to one hundred percent (100.0%) of the cost of such courses, but not to exceed Fifteen hundred dollars (\$1500 . 00) per employee in a calendar year -and not to exceed the total budgeted amount.
- 24.3 Courses must be approved in advance by the Department Head concerned as meeting the requirement that the course is related to the employee's job or is part of a career development program. Approval must be obtained through the Personnel Department for payment of the course. A procedure will be established to effectuate payment.
- 24.4 Once a course has been approved as meeting the requirements, up to one hundred percent (100.0%) will be paid to the employee upon presentation of a certificate of satisfactory completion of the course.
- 24.5 Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available.
- 24.6 If a course is paid for in whole or in part through Federal or State Program(s) , then the City will not reimburse for such course, it being the intent of this Section to eliminate double payment for any course.
- 24.7 A. The City shall pay for required certification of minimum education required by the Federal, State, Local or City governments.
- B. Education expenses shall include, but not be limited to the following: tuition, registration, books, supplies, course material, travel, and meals .
- C. If the employee has to attend any school or course during the regular work day, the employee shall be compensated at their regular rate of pay for all time related to the education including but not limited to travel and actual classroom time, up to eight (8) hours in any one day.

**Article 25**  
**BULLETIN BOARDS**

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

**Article 26**  
**EQUIPMENT**

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

**Article 27**  
**CALL OUTS**

- 27.1 Employees within the bargaining unit called in for emergency work shall be paid a minimum of four (4) hours at the time and one half rate.
- 27.2 Any employee recalled during the original call—out minimum shall not be entitled to additional compensation.

**Article 28**  
**MILEAGE**

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

**Article 29**  
**HOURS OF WORK AND OVERTIME**

- 29.1 Current work schedules shall remain unchanged until Management provides any affected employee/positions and the union with a minimum of twelve (12) work days' notice of the intent to change including the rationale for the change and afford the Union the opportunity to impact bargain and present alternatives. The current work schedules as of the signing of this agreement shall be listed in Appendix B and considered as part of this agreement.
- 29.2 Schedule changes: Daily and weekly scheduled work hours may be changed by mutual consent between the employees and the department head. The parties understand employees are needed to work the hours when services to the citizens and community can most efficiently be performed.
- 29.3 Lunch: Lunch time will be considered non-work time except where specifically stated otherwise.
- 29.4 Pay Period: The normal pay period shall begin Sunday at 12: 01 a.m. and end Saturday at midnight.
- 29.5 Overtime: Overtime assignments shall be made on a rotating basis by classification seniority within the division in which the overtime occurs. Overtime shall be offered to employees within a division prior to out of division employees within the same classification. If there are not enough employees available for overtime work, the supervisor needing to fill such assignment shall, at their discretion, determine to go

outside the division within the same classification to seek employees within the same division but of another classification to fill such overtime work requirements. Any employee performing such overtime assignments shall be placed at the bottom of the rotation list and not called again until proper rotation has been followed. Any employee refusing overtime shall be placed at the bottom of the rotation list. The purpose of this section is to divide overtime as equitable as possible. Overtime work required to complete a job in progress shall be handled as per current practice . If in the judgment of the foreman a true emergency situation exists, the above procedure may be waived.

- 29.6 The parties agree that in lieu of overtime, a department head (totally within their 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.
- 29.7 Daily Overtime Waivers: It is understood where mutually agreed between the employee and the department head, daily overtime requirements may be waived, however the time off must be given off within the same week.
- 29.8 Holidays: All holidays for which an employee receives pay shall be considered part of their basic work week, as specified in the sections on hours of work, for overtime purposes and employees shall be paid for all time worked over this basic work week as specified in the sections on hours of work. [Settlement Agreement dated September 24, 1994, continues in effect].
- 29.9 Employees will be eligible for overtime after they have worked 40 hours in any given week. Holidays, bereavement, military leave and 6 hours for medical appointments will. be considered hours worked for the purpose of calculating overtime. Vacation, sick leave, personal leave, will not count as hours worked for overtime calculation purposes.

The only exceptions to the above are as follows:

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

#### PUBLIC WORKS

- 29.10. Public Works Office Personnel:
- A. Hours of work shall be thirty-seven and one-half (37 1/2) per week and seven and one half hours in one day 8:00 a.m. to 4:30 p.m. with one-hour unpaid lunch.
- B. All work performed over forty (40) hours in any one (1) week shall be at the rate of time and one-half (1 1/2).

## CITY HALL

29.11 City Hall & Fire Department:

- A. The work week for City hall employees shall be thirty-seven and one-half (37 1/2) hours per week.
- B. All work performed over forty (40) hours in any one (1) week shall be at the rate of time and one-half (1 1/2).

## LIBRARY

29.12 Library:

- A. The Library full-time permanent employees shall work seven and one-half (7 1/2) hours per day, to total thirty-seven and one-half (37 1/2) hours in one (1) week.
- B. Current practices of scheduling do not permit the Library to schedule employees, other than custodians, for work on Sunday, before 8:00 a.m. on any day, after 5:30 p.m. on Friday and after 5:00 p.m. on Saturday. In order to facilitate special events, work may be scheduled outside the specific contract hours upon mutual agreement of the employer and employee (s) involved. This Article shall be silent on the hours of work for part-time permanent Library employees covered by this Agreement, with the exclusion of working Sundays, before 8:00 a.m. on any day, after 5:30 p.m. on Fridays and after 5:00 p.m. on Saturday.
- C. The City may establish Sunday's hours from the Sunday after Labor Day through the Sunday before Memorial Day ("Winter Schedule") . From the Sunday after Memorial Day to the Sunday before Labor Day ("Summer Schedule") the Library hours shall be limited to six (6) days per week, Monday through Saturday. For employees working the schedule including Sunday hours, the work week shall be Sunday through Thursday during the Winter Schedule and Monday through Friday during the Summer Schedule. The Library will be closed on holidays that fall on a Sunday, including Easter. Employees regularly scheduled to work the Sunday schedule will have the day off but will be required to make the hours up during the week.
  - 1. Employees hired prior to November 1, 2007 , shall not be required to work Sunday hours, but may voluntarily bid on schedules including Sunday shifts or swap for Sunday shifts.
  - 2. Before the City hires employees to work schedules involving Sunday hours, current employees may bid on said schedules. Sunday schedules shall be filled on the basis of job qualifications. If more than one employee qualified for a Sunday shift position applies for the Sunday schedule, then seniority shall govern.

3. In the event of budget cuts leading to a reduction in Library staffing, the City agrees to eliminate the Sunday shifts before affecting other shifts.
  4. Full-time employees shall be credited with seven and one half hours' work for all purposes, including compensation and benefits, for working the five-hour Sunday shift.
- D. All work performed over forty (40) hours in any one (1) week shall be the rate of time and one-half (1 1/2).
- E. Full-time Library employees whose regular day off falls on a designated holiday shall have said holiday added to their annual leave.

**Article 30**  
**LIBRARY PARKING**

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

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

The parking lot and walking areas will receive a level of service consistent with other City facilities.

**Article 31**  
**SUBCONTRACTING**

- 31.1 The City and the Union agree that in any subcontracting proposal where the City anticipates eliminating the jobs for any members of the Union, the City shall give notice to the Union in anticipation of such action.
- 31.2 Any bargaining unit employee whose job is eliminated because of subcontracting, shall be given due consideration for transfer to any vacancies which exist.

**Article 32**  
**AMENDMENT**

- 32.1 The signing of this Agreement by the authorized representatives of the Union and the City shall constitute the effective date of this Agreement. No cost item will be retroactive unless specifically described as such and approved as a retroactive cost by the City Council.
- 32.2 This Agreement will remain in effect until June 30, 2025.

- 32.3 Should neither party to this Agreement initiate negotiations as required by State Law, this Agreement shall be considered to have been automatically renewed for another year.
- 32.4 In no case shall a termination notice be sent less than thirty (30) days prior to the notice day for intent to bargain as set forth by State Law. Such notice shall be in writing.
- 32.5 To promote peace and harmony, meetings between the Union and the City shall be conducted in accordance with New Hampshire RSA 273-A.

**Article 33**  
**LIMITATIONS**

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

**Article 34**  
**CONFLICT**

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

**Article 35**  
**COPIES**

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

**Article 36**  
**BARGAINING AGREEMENT**

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

**Article 37**  
**JOB DESCRIPTIONS**

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

**Article 38**  
**POLICIES**

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

**Article 39**  
**DURATION**

This Agreement shall be in full force and effect from July 1, 2022, and including June 30, 2025, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the budget submission date. Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes and/or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date of February 2, advising that such party desires to revise or change terms and conditions of such Agreement. This Agreement shall remain in full force and effect until such changes and/or revisions have been agreed upon.

**SIGNATURES**

Executed this 15<sup>th</sup> day of June, 2023.

KSAC

City Manager

Tom Closson

City Negotiator

Thomas Rosewald

President, Local 1386

Kari B. Daley

Vice President, Local 1386

William E. Olay

Staff Representative

AFSCME Council 93



APPENDIX A  
WAGE SCHEDULE  
AFSCME LOCAL 1386 B

These rates are based on a full work year and in no way guarantees the number of daily, weekly or annual work hours for any position.