

WORKING AGREEMENT

BETWEEN

CITY OF PORTSMOUTH, NEW HAMPSHIRE

AND WHERE APPROPRIATE, THE PORTSMOUTH POLICE COMMISSION AND/OR THE
PORTSMOUTH FIRE COMMISSIONS

AND THE

PORTSMOUTH PROFESSIONAL MANAGEMENT ASSOCIATION

THREE (3) YEAR AGREEMENT

JULY 1, 2022 THROUGH JUNE 30, 2025

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WORKING AGREEMENT PREAMBLE

This Agreement entered into by the City of Portsmouth (hereinafter referred to as “the City”), the Portsmouth Police Commission and the Portsmouth Fire Commissions (hereinafter referred to as “the Commissions”) and the Portsmouth Professional Management Association (hereinafter referred to as “the Association”), has as its purpose the promotion of harmonious relations between the City and the Commissions and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to provide for the salary structure, wages, fringe benefits and employment conditions of the employees covered by this Agreement.

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

SECTION 1. RECOGNITION AND MANAGEMENT RIGHTS

The City, and where appropriate, the Commissions recognizes the Association as the exclusive representative of all permanent full-time and part-time employees as in the following positions:

Accountant I	Communications Manager	Health Inspector	Recreation Supervisor I
Accountant II	Communications Supervisor	Health Director/Officer	Recreation Supervisor II
Accountant III	Community Dev. Coord.	Horticulturalist	Res'd. Conts. Insp. Officer
Administrative Asst. I	Community Development	Housing Specialist	Revenue Administrator
Administrative Asst. II	Controller	Inspection Director	Revenue Coordinator/Tax
Appraiser I	Controller/Enterprise Accountant	IT Manager	SCADA Manager
Appraiser II	Deputy Assessor	Inventory Management Specialist	SCADA Tech
Appraiser III	Deputy Assessor II	Librarian II	SCADA Tech II
Assessing Administrative Asst. I	Deputy Finance Director	Library Director	Senior Services Supervisor
Assessing Director	Deputy Health Officer	Office Manager	Software Solutions Director
Assessing Technician	Deputy Library Dir.	Office Manager II	Solid Waste Sustainability Coord.
Assessor	Deputy Parking Clerk	Operational Support Coordinator	Special Projects Manager
Asset Management Coordinator	Deputy Tax Collector II	Parking & Trans Engineer	Special Projects Coordinator
Assist Building Inspector	Development Compliance Planner	Parking Clerk	Support Technician
Assistant Assessor	Director/Asst. For Special Projects	Parking Director	Tax Assessor I
Assistant City Engineer	Economic Develop Mgr.	Parking Manager	Tax Assessor II
Assistant City Manager	Electrical Inspector	Planner I	Tech Director
Assistant Engineer/Planning	Enterprise Accountant	Planner II	Transportation Planner
Assistant Planning Director	Env. Planner/Sustainability Coord	Planning and Sustainability Director	Wastewater Operations Mgr.
Associate Engineer	Environmental Compliance Coord	Planning Manager	Water Quality Specialist
Associate Planner	Facility Project Engineer/Mgr.	Plans Examiner/Asst. Building Inspector	Water Quality Specialist II
Asst. Bldg. Code Inspector	Facilities Project Manager	Plumbing/Mechanical Inspector	Water Resource Engineer
Asst. Community Dev. Director	Facilities Manager	Pre-Treatment Coordinator	Water Resources Manager
Asst. Engineer	Finance Assistant	Principal Planner	Webmaster
Asst. Library Director	Finance Director	Process Instrumentation Tech	Welfare Administrator
Asst. Recreation Director	Fire Marshall	Producer	Welfare Case Tech.
Auditor	Fire Prevent Officer	Project Manager	Welfare Director
Business Administrator	GIS Coordinator	Project Manager for Eng & Operations	Zoning Enforcement Officer
City Engineer	GIS and Stormwater Manager	Public Information Officer	
City Engineer/Water/Sewer	GIS Specialist	Procurement Coordinator	
	GIS Stormwater Technician	Recreation Director	

The City reserves the right to create new position(s) that will be included in this bargaining unit. The city will provide the Union with prior notice and an opportunity to bargain the impact (if any) of the creation of any new position(s). The Union will have ten (10) days from the date of this notice in which to notify the City of its intent to engage in impact bargaining. The City also reserves the right to reclassify any position currently included in this bargaining unit to a higher wage rate on the existing schedule. The city will provide the Union with prior notice and an opportunity to bargain the impact (if any) of any reclassification. The Union will have ten (10) days from the date of this notice in which to notify the City of its intent to engage in impact bargaining. The City, and where appropriate the Commissions, retains all the right and authority to manage and direct their respective employees, except as otherwise specified in this Agreement. The Association acknowledges the right of the City and the Commissions to make any rules and regulations governing the conduct of their employees, provided they are not inconsistent with the provisions of this Agreement. In any case where this Agreement is silent on practices, terms or conditions of employment, the Merit System, as amended, shall prevail, unless its provisions are found contrary to the Law. Management will follow the language in the Merit System for disciplinary action excluding #8 (which is contrary to the Law).

SECTION 2. UNION SECURITY

- a. The Association shall have the exclusive right to the deduction and transmittal of dues on behalf of each member. A member may consent in writing to the authorization of the deduction of Association dues from their wages and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the City and shall bear the signature of the employee. An employee may withdraw their authorization for the deduction of Association dues by giving them at least 60 days notice, in writing, to the city.
- b. Association dues will commence within ten days after becoming a permanent full-time City employee. The amount to be deducted or paid by the employee shall be certified to the City by the Treasurer of the Association. Aggregate deductions/payments of all Association members shall be remitted, together with an itemized statement, to the Treasurer by the fifteenth (15th) day of the succeeding month after said deductions/payment are made.
- c. The association agrees to indemnify and hold the City harmless against any and all claims, demands, suits or liability and for all legal costs arising from any actions taken or not taken by the City in compliance with this Section.
- d. New Association members shall, at the City's expense, be provided with a copy of this Working Agreement and all appendices hereto.

SECTION 3. HOLIDAY/LEAVE BENEFITS

A. Holidays

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

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

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

B. Vacation/Sick/Accumulated Time

B.1. Full Time Employees- Vacation

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

One to five years inclusive	15 days (1.25 days/month)
Six years inclusive	16 days (1.33 days/month)
Seven years inclusive	17 days (1.417 days/month)
Eight years inclusive	18 days (1.5 days/month)
Nine years inclusive	19 days (1.583 days/month)
Ten years inclusive	20 days (1.667 days/month)
Eleven years inclusive	21 days (1.75 days/month)
Twelve years inclusive	22 days (1.833 days/month)

A newly hired employee may use accrued leave during their probationary period at the discretion of, and with the approval of, the employee's supervisor.

B.2. Part Time Employees – Vacation

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

	30 hrs. <u>week</u>	25 hrs. <u>week</u>	20 hrs. <u>week</u>	18.25 hrs. <u>week</u>
1-5 years inclusive	8 days	6.5 days	5 days	5 days
6 years inclusive	9 days	7 days	6 days	5.5 days
7 years inclusive	10 days	8 days	6 days	6 days
8 years inclusive	10 days	9 days	7 days	6.5 days
9 years inclusive	11 days	9 days	7 days	7 days
10 years inclusive	12 days	10 days	8 days	7.5 days
11 years inclusive	13 days	11 days	8 days	8 days
12 years inclusive	13 days	11 days	8 days	8 days
13 years inclusive	14 days	11 days	9 days	8.5 days
14 years inclusive	14 days	11 days	9 days	8.5 days
15 years inclusive	14 days	12 days	9.5 days	9 days
16 years inclusive	14 days	12 days	9.5 days	9 days
17 years inclusive	15 days	13 days	10 days	9.5 days
18 years inclusive	15 days	13 days	10 days	9.5 days
19 years inclusive	16 days	13 days	10.5 days	10 days
20 years inclusive	16 days	13 days	10.5 days	10 days

B.3. Accumulated Days

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

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

C. Meetings/Overtime

C.1. Meetings Association members who are required by the nature of their duties to attend meetings and/or work-related activities at times other than their normal work day,

shall receive, as compensation for this overtime, one-half (1/2) day added to their vacation time for each meeting attended during a calendar year to a maximum of ten (10) days per calendar year. Additional three (3) days per calendar year may be earned at a rate of one (1) day per five (5) additional meetings attended. Maximum accrued vacation time shall not exceed fifty (50) days. In the event an employee has accumulated more than fifty (50) days of unused vacation at the end of each year, said employee shall be paid no more than ten (10) days accumulated in excess of fifty (50). Under no circumstances will any employee receive a payout of more than seventy (70) days of accrued but unused vacation leave upon the employee's retirement, termination, or death. This cap will not include any of the up to thirteen (13) days earned via meetings/work outside the normal workday in the year of the employee's retirement, termination, or death. Payment will be made in the first payroll in February following the calendar year.

C.2. Overtime

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

C.3. Paid Leave Time

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

C.4. Accumulated Time

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

D. Personal Leave

Each member shall be entitled to two (2) non-accumulative personal leave days per contract year to attend to matters that cannot be transacted at any other time. Personal days will be awarded on July 1 of each year. In order to qualify for the two (2) personal leave days, an employee must have completed their probation period prior to July 1. In other words, a new employee will not get any personal days until July 1 following completion of their probationary period.

E. Call-In Non-Exempt Employees

A non-exempt employee called in by a supervisor at times other than their normal work hours shall be paid a minimum of three (3) hours at the time and one-half rate. Any employee who is re-called with an original call-out minimum time period shall not be entitled to additional compensation until the minimum time requirement has been attained. Effective upon the full execution of this Agreement, the members of this bargaining unit who currently have SCADA response obligations will be paid the same weekly "on-call" stipend that the City negotiates with the Supervisory Management Alliance which is currently \$225 a week.

F. Sick Leave Eligibility

F.1. Sick Leave

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

- a. Employees hired prior to March 30, 1990, shall be entitled to Accumulated Sick Leave without limitation as to the number of days.
- b. Employees hired on or after March 30, 1990, shall have Sick Leave Accumulation limited to 150 days.
- c. Employees hired after July 1, 1996 shall accumulate sick leave as set forth in Item b above, but shall receive no payment of sick leave upon retirement, termination, or death. Any employee hired after July 1, 1996 who has accrued one (100) or more sick days shall be paid three (3) days pay if they used no sick days in the calendar year, two (2) days pay if they used one sick day in the calendar year and one (1) days pay if they used no more than 2 days in a calendar year. Payment will be made in the first payroll in February following the calendar year.

Effective January 1, 2023, all employees will receive fifteen (15) sick days per year.

F.2. Sick Leave Payout

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

F.3. Buy Out Option

The parties agree that in the event the City Council appropriates money to use to buy out a portion of employee's sick leave accounts, that each employee may accept buy out of any portion they voluntarily agree 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.

F.4. Sick Leave Permanent Part-Time Employees

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

100%=37.25 hours=13 days per year (1.083/month)

80%=30 hours=10 days per year (0.883/month)

67%=25 hours=9 days per year (0.750/month)

53%=20 hours=7 days per year (0.583/month)

50%=18.75 hours 6.5 days per year (0.542/month)

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

F.5. Retirement Notice

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

1. A retiring member, at their option, will receive payment for accrued sick leave and annual leave in two installments (or three annual installments if appropriate notice is given):
 - a. The first installment may be paid any time after July 1st of the first fiscal year following the notification of retirement and shall equal 50% of their accrued sick leave.
 - b. The second installment shall be paid after July 1st of the second fiscal year following the notification of retirement and shall equal the balance of their accrued sick and annual leave.

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

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

F.6. Retirement Without Notice

Notwithstanding the foregoing, a member may retire without giving the notice set forth in F5. in which event the payment of their accrued sick leave in accordance with the formulas set forth in this Contract will not occur until the start of the next fiscal year after the employee's notice of retirement unless otherwise agreed to by the City Manager (the Commissions if applicable) in an exceptional case. Payment shall be made in accordance with paragraph E.1. (e)

G. Emergency Leave

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

H. Supplemental Sick Leave

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. Polling of sick leave to act as supplemental sick leave shall be allowed by the membership of PMA. PMA members may voluntarily donate up to 5 days (37.5 hours) of accrued sick leave annually on May 30th 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 year.

SECTION 4A. SALARY ADJUSTMENT

- A. The Salary Schedule as approved by the City Council, and attached hereto at Attachment A, shall be revised to reflect the COLA adjustments described in Section 4B: COLA Adjustments, below.
- B. Employees shall be paid in accordance with the following schedule:
- | | |
|---------------------------------------|-----------|
| First six (6) months | Step A |
| After 6 months satisfactory service | Step B |
| After 18 months satisfactory service | Step C |
| After 30 months satisfactory service | Step D |
| After 42 months satisfactory service | Step E |
| After 90 months satisfactory service | Step F* |
| After 120 months satisfactory service | Step G** |
| After 180 months satisfactory service | Step H*** |

*Step F will be 1.0% more than Step E. Employees whose positions fall under this bargaining agreement and who are re-classified or promoted to a higher grade, but have met the years of service prior to that re-classification or promotion, must spend one (1) year at Step E to be eligible for Step F.

**Step G will be 1.75% more than Step F. Employees whose positions fall under this bargaining agreement and who are re-classified or promoted to a higher grade, but have met the years of service prior to that re-classification or promotion, must spend one (1) year at Step F to be eligible for Step G.

***Step H will be 2% more than Step G. Employees whose positions fall under this bargaining agreement and who are re-classified or promoted to a higher grade, but have met the years of

service prior to that re-classification or promotion, must spend one (1) year at Step G to be eligible for Step H.

- A. Whenever any full-time PMA member fills a temporary duty assignment in an “Acting” capacity pursuant to written direction from the City Manager or the Human Resources Director, the PMA member will receive step increases in the “acting” position based upon standard payroll practices for giving step increases in the new grade as if the employee had been promoted. This language shall not be construed to require any specific level of pay once the “Acting” status is terminated and the employee is returned to their former position. All permanent part-time employees, regardless of hours worked, will follow the same progression in steps as full-time employees. Additionally, the City will have discretion to place new employees, including part-time employees, at the step commensurate with their prior relevant experience, as determined by the City.

SECTION 4B. COLA ADJUSTMENTS

- A. As reflected in the Attached Exhibit A, effective July 1, 2022, base wages for members of the bargaining unit have been increased by a COLA of 2.05%. As reflected in the Attached Exhibit A, effective July 1, 2022, base wages for members of the bargaining unit have also been increased by an additional wage adjustment of 4.0%.

Effective July 1, 2023, a COLA adjustment percentage increase shall be computed which shall not be less than 3% nor more than 5%. Effective July 1, 2024, a COLA adjustment percentage increase shall be computed which shall not be less than 2.0% nor more than 5.0%.

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

- A. Applicability After Contract Expires:

It is clearly understood that in the event that the Working Agreement expires without a successor Working Agreement being settled prior to July 1, 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 PERLB in the event that a successor agreement has not been settled by July 1, 2025.

Full-time employees with a master's degree from an accredited institution of higher education shall receive One thousand seven hundred and one dollars and thirty-five cents (\$1,701.35) for full-time employees and eight hundred and fifty dollars and sixty-seven cents (\$850.67) for part-time employees, added to base salaries. This will increase by the 10-year rolling COLA average each July 1 of this contract.

SECTION 5. WORKER'S COMPENSATION

The City shall provide and maintain Worker's Compensation Insurance coverage on each employee covered by this Agreement as provided for under the New Hampshire Statute. In case of accidental personal injury to any employee arising out of any accident in the course of employment, the City will pay to the employee the difference between the amount received from the insurance carrier and the employee's regular pay. Employees will see the deduction of payment on their paystub as "Worker's Compensation." In no event will such payment by the City exceed fifty-two (52) weeks.

SECTION 6. DENTAL PROGRAM

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

SECTION 7. DISABILITY INCOME INSURANCE AND LIFE INSURANCE

The City shall obtain Disability Income Insurance for members of the Association equal to two-thirds (2/3) of the monthly salary not to exceed ten thousand (\$10,000) dollars per month. Said insurance shall be effective after the 61st day of disability with benefits payable to age 65. The City shall provide a group life insurance policy for eligible members of the Association in the amount of the current annual salary of the individual employee (rounded up to the nearest one thousand dollars), in accordance with the conditions set forth in the insurance policy. Only regular full-time employees working 25 hours or more a week shall be eligible for Disability Income Insurance and Life Insurance.

SECTION 8. PARENTAL ADOPTION/LEAVE

- A. Upon application of the employee and approval by the City Manager, parental leave of absence shall be granted to permanent full-time employees who have been employed at least one (1) year before said application.
- B. Said leave to commence at the beginning of the disability period as determined by the employee's physician and not to exceed three (3) months after the birth of the child.

- C. It will be the responsibility of the employee to notify the City Manager one (1) month prior to the employee's returning to work.
- D. At the beginning of the disability period, said employee shall use 100% of sick and annual leave, unless the City Manager approval has been obtained under Paragraph H.
- E. An employee shall not forfeit seniority during this parental/adoption leave of absence.
- F. Adoption: Any bargaining unit employee adopting an infant shall be granted a leave of absence not to exceed three (3) months without pay.
 - 1. Such leave shall commence upon their receiving de facto custody of said infant or up to two (2) months earlier if necessary to fulfill the requirements of adoption.
- G. Said employee may keep benefits in force while on said leave by paying group rate premiums to the city at 100%.
- H. Based on approval by the City Manager, an employee on maternity or adoption leave may take unpaid leave, with sick leave and vacation time remaining on the books.
- I. A bargaining unit member may use up to four (4) weeks of accrued sick leave as paid paternity/adoption/foster child placement leave. During such leave, employees who are in a Department Head role will make themselves available to the city periodically, and not unreasonably, by telephone, computer or otherwise to assist in maintaining the ongoing operations of their Department.

SECTION 8.A. FAMILY AND MEDICAL LEAVE ACT

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

The Association and the employer agree that the Interim Policy as implemented by the City Manager regarding the Family Medical Leave Act, Policy #30, shall be applicable to the employees covered by this agreement. It is further agreed that should management initiate a change to said policy that it will be negotiated with the Association and subject to all appropriate approvals (unless required by law).

SECTION 9. GRIEVANCE PROCEDURES

- Step 1. A grievance shall mean a complaint by an employee or group of employees arising out of an interpretation of the provisions of this contract or conditions of employment implied but not necessarily stated in this contract. A grievance to be

considered under this procedure must be initiated by the employee/employees within fifteen working days of its occurrence or when an employee shall have reasonably known of its occurrence.

- Step 2. Any employee who has a grievance shall discuss it first with an Association representative and attempt to determine if indeed a grievance does exist. This meeting may result in the Association discussing the grievance with the City Manager, or Chief as appropriate, (if it is a Fire or Police Department matter), in an attempt to resolve the matter informally.
- Step 3. If, as a result of the discussion the matter is not resolved to the satisfaction of the employee within seven working days, after said discussion he shall set forth his grievance in writing to the City Manager or the Chief, as appropriate, specifying:
- A. The nature of the grievance and date occurred;
 - B. The nature and extent of the injury, loss or inconvenience;
 - C. The results of previous discussions; and,
 - D. Their dissatisfaction with decisions previously rendered.

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

- Step 4.A. If a grievance which was properly before the Chief is not resolved to the employee's satisfaction, the employee may request a hearing before the Commissioners as appropriate. Such hearing will be provided in Executive Session unless otherwise provided by law. The request for hearing must be made by the employee within five (5) working days of the receipt of the Fire Chiefs or Police Chiefs answer to the grievance. The Commissions shall communicate, in writing, its decision to the employee within five (5) working days of the hearing.
- Step 4.B. If the grievance is not resolved to the employee's satisfaction after receipt of either the City Manager's or the Commissions' written decision, the employee of the Association on their behalf may request arbitration. In order to be timely, the request for arbitration must occur within ten (10) working days of the City Manager's or Commission's decision, as appropriate. The parties shall attempt to choose an arbitrator by mutual agreement. However, if they are unable to reach agreement, they shall use the services of the New Hampshire Public Employee Relations Board to select an arbitrator. Such arbitration shall be held in accordance with the provisions of the New Hampshire Revised Statutes, Annotated, Chapter 542. Each party shall bear the expense of its own representation at such arbitration proceeding and shall share the cost of the arbitrator as well.
- Step 5. The arbitrator shall have no authority or power to make any award changing, amending, adding to, or subtracting from the provisions of this Agreement. The decision and award of this arbitrator shall be in writing and shall be final and

binding upon the employee or employees involved and the parties to this agreement. In the event of arbitration, only one case shall be heard at a time before the same arbitrator unless the parties mutually agree otherwise.

- Step 6. Any agreements or settlements reached prior to arbitration regarding the grievance shall be final and binding upon the parties.
- Step 7. Time extensions of the above listed step requirements may be granted by mutually written agreement. The time limits as set forth above when referring to “working days” shall mean weekdays, Monday through Friday, excluding recognized holidays.

SECTION 10. COURSE REIMBURSEMENT

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

SECTION 11. LONGEVITY

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

Effective July 1, 2022

After the completion of 5 years of service	\$340.14
After the completion of 10 years if service	\$680.28
After the completion of 15 years of service	\$1,020.43
After the completion of 20 years of service	\$1,360.58
After the completion of 25 years of service	\$1,700.72
After the completion of 30 years of service	\$2,040.85
After the completion of 35 years of service	\$2,380.99

These longevity bonuses will increase by the 10-year rolling COLA average with a 2% floor and a 5% ceiling on July 1, 2023, and July 1, 2024.

SECTION 12. MEDICAL COVERAGE

- B.1 Employees will be offered health insurance under the AB20 \$10/\$20/\$45 plan at an 85% (City)/15% (Employee) premium split. The City also reserves the right to provide employees with the option of health insurance coverage under the AB15 plan at a 90% (City)/10% (Employee) premium split.

- B.2. The City will establish as soon as possible an IRS 125 Premium Reduction Plan which employees may voluntarily participate in.
- B.3. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this three (3) year agreement-such plan would only become effective if ratified by the Association, approved by the City Manager and approved by the City Council. Additionally, the parties agree that a flexible spending account may be implemented by management either as part of a cafeteria plan or independently without any additional approvals.
- B.4. The Association agrees to participate in a City-wide committee to explore health insurance options.
- B.5. Permanent Part-time employees who work at least thirty hours per week will be provided coverage as set forth above depending on their date of hire. Said employees will also be provided Dental Coverage.
- B. The City will pay an annual health insurance opt-out stipend to employees who elect not to take health insurance coverage offered by the City, and who have health insurance from another source that does not subject the City to any penalty under the terms of the Affordable Care Act. The amount of this stipend will be five hundred dollars (\$500.00) per quarter. No employees shall receive such stipends when both spouses work for the City. Further the City will not provide health and/or dental coverage if an employee is already covered by the same or similar health and/or dental plan by the City or School Department.
- C. Regular full-time employees and part-time employees working at least thirty hours shall have their health and dental coverage commence the first of the month after their date of hire.

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

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

- A. The reduction in hours will be at the discretion of the City Manager, or the Commissions as appropriate.
- B. The employee must work a minimum of 25 hours per week on a regular basis.

- C. The employee will pay 30% of the cost of health insurance and dental insurance.
- D. It is understood that it is the City's Manager's or Commissions option, as appropriate, to cancel the reduced hours arrangement based 30 days' notice.

SECTION 14. CLOTHING ALLOWANCE

The Deputy Fire Chiefs, Fire Prevention Officer/Safety Officer and Communications Manager/Supervisor shall be provided with four-hundred fifty (\$450) dollars clothing allowance per contract year to purchase both work and dress uniforms as prescribed by the Chiefs approved List.

SECTION 15. DEFENSE OF LAWSUITS

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

SECTION 16. MILITARY LEAVE OF ABSENCE

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

SECTION 17. SENIORITY

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

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

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

1. Employee efficiency will be a factor in determining the order in which the employees should be released.
2. The advisability of demoting employees in higher classifications to lower classes for which they are qualified, and laying off those in lower classifications will also be considered.
3. All other things being equal, consideration will be given to the employee's length of service with the City of Portsmouth in determining lay-offs.

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

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

E. All new jobs and vacancies in the bargaining unit will be emailed to all employees and posted on the City's website. All internal candidates may apply and will be interviewed.

SECTION 18. SAVINGS CLAUSE

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

SECTION 19. TIME OF AGREEMENT

This Agreement shall cover a three-year period commencing on July 1, 2022, and ending on June 30, 2025, with no provision having retroactive effect unless specifically identified as such.

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

SECTION 20. COPIES

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

SIGNATURES

Executed this 8th day of June, 2023.

PORTSMOUTH PROFESSIONAL
MANAGEMENT ASSOCIATION

CITY OF PORTSMOUTH
NEW HAMPSHIRE

Michael W. Newell
President

[Signature]
City Manager

Tom Closson

Thomas Closson
City Negotiator

Approved by Portsmouth City Council on: Nov. 14, 2022
Kelli Barnaby
City of Portsmouth
City Clerk

Kelli Barnaby