



**WORKING AGREEMENT
BETWEEN THE
CITY OF PORTSMOUTH, NEW HAMPSHIRE
AND
PORTSMOUTH PUBLIC LIBRARY EMPLOYEES
LOCAL 1386
OF THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
COUNCIL 93
AFL – CIO**

July 1, 2025, to June 30, 2028

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Article 1
WORKING AGREEMENT

The City of Portsmouth, hereafter referred to as the City, and the Portsmouth Public Library 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 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 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 "C", 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 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 classifications come under the provisions of Union membership set forth in the contract:

Librarian I

Library 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 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 employees or permanent full-time):
- 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 during their probationary period and shall be allowed to take such leave during

their probationary period. Probationary employees shall also be allowed to earn 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 who have completed their six (6) month probationary period.
- 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 Upon the presentation of a signed authorization by the employee to the City, the City agrees to deduct official dues of the Union from the employee's paycheck and pay the dues collected to the Business Manager, AFSCME Council 93, 8 Beacon Street, Boston Massachusetts 02108, once a month along with a statement indicating who has paid dues. The Union will indemnify and hold the City harmless in connection with all disputes over the collection and payment of Union dues.
- 5.2 Posting Jobs and Vacancies: All new jobs and vacancies within the bargaining unit shall be posted on the 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 permanent 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.
- 7.2 The Department Head will have the discretion to start new hires in bargaining unit positions at up to and including Step C. Any request for a new hire placement higher than Step C will be submitted to the AFSCME Unit Vice President with the option to reject within one (1) week of receipt of the request. The candidate information will exclude personal demographic information but will include relevant education and/or experience for consideration

COLA Adjustments

Effective July 1, 2025, members of this bargaining unit will receive COLA calculated according to standard City formula, between 2% and 5%. Effective July 1, 2026, members of this bargaining unit will receive COLA calculated according to standard City formula, between 2% and 5%. Effective July 1, 2027, 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, 2028 that no further COLA adjustments after July 1, 2028 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, 2028.

- 7.3 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.

7.4 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)

7.5

- 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 Hand 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.

- 7.6 All cost-of-living increases shall be in addition to the step increases to which the employees are entitled.
- 7.7 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 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 the 31st 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	12/31/2025
5 Years	\$368.36
10 Years	\$736.74
15 Years	\$1,105.12
20 Years	\$1,473.50
25 Years	\$1,841.87
30 Years	\$2,210.23
35 Years	\$2,578.60

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

	30Hrs	25Hrs	20Hrs
5 Years	\$285.70	\$240.59	\$191.72
10 Years	\$571.09	\$435.44	\$346.99

15 Years	\$857.11	\$721.78	\$575.17
20 Years	\$1,142.82	\$934.74	\$766.89
25 Years	\$1,428.52	\$1,202.96	\$958.61
30 Years	\$1,714.21	\$1,443.54	\$1,150.32
35 Years	\$1,999.91	\$1,684.13	\$1,342.04

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 AB20 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. Effective July 1, 2025, the employee's cost for the AB20 plan with a \$10/\$20/\$45 prescription plan will be sixteen (16%) percent, and the City will pay eighty-four (84%) percent. Effective July 1, 2026, the employee's cost for the AB20 plan with a \$10/\$20/\$45 prescription plan will be seventeen (17%) percent, and the City will pay eighty-three (83%) percent. Effective July 1, 2027, the employee's cost for the AB20 plan with a \$10/\$20/\$45 prescription plan will be eighteen (18%) percent, and the City will pay eighty-two (82%) 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 (AB15/40IPDED) at a 90% employer/10% employee premium cost share. Employees' participation in the plan shall be optional, and not compulsory. Effective July 1, 2025, the employee's cost for health insurance will be eleven

(11%) percent of the premium for the AB15/40 IPDED plan with a \$10/\$20/\$45 prescription plan and the City will pay eighty-nine (89%) percent. Effective July 1, 2026, the employee's cost for health insurance will be twelve (12%) percent of the premium for the AB15/40 IPDED plan with a \$10/\$20/\$45 prescription plan and the City will pay eighty-eight (88%) percent. Effective July 1, 2027, the employee's cost for health insurance will be thirteen (13%) percent of the premium for the AB15/40 IPDED plan with a \$10/\$20/\$45 prescription plan and the City will pay eighty-seven (87%) percent.

- 9.3 Bargaining unit members who are eligible for health insurance coverage under the terms of this agreement, but who elect not to take such coverage because they have alternative coverage from a source other than the City, will receive an opt-out stipend of five hundred dollars (\$500) per quarter. To be eligible for this stipend, a bargaining unit member must provide the City with proof of alternative health insurance coverage not provided by the City that does not trigger any penalty or fee under the terms of the Affordable Care Act.
- 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 ($\frac{2}{3}$) 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 the employee the difference between the amount received from the insurance company or Worker's Compensation carrier and the employee's regular paycheck. Said payments are 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 dollars), 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 "NHRS." 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 accrue fifteen (15) days of sick leave per year or one hundred twelve- and one-half hours (112.5).
- 10.2 Employees on probation may use accrued sick leave due to personal illness.

- 10.3 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:

<u>30 Hours/Week</u>	<u>25 Hours/Week</u>	<u>20 Hours/Week</u>
90 Hours/Year	76.5 Hours/Year	59.6 Hours/Year

- 10.4 For employees hired prior to 1/1/1990, accumulation of sick leave shall be unlimited.
- 10.5 Employees hired after January 1, 1990, shall have a maximum accumulation of 150 days or 1125 hours.
- 10.6 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.
- 10.7 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.
- 10.8 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.
- 10.9 Employees of the Union 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 Union membership. Union 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 per year.

Article 11

PARENTAL/ADOPTION LEAVE

- 11.1 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.
- 11.2 It will be the responsibility of the employee to notify the City Manager one (1) month prior to returning to work.
 - 11.3 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 for their own health and welfare and dental premiums.
 - 11.4 An employee shall not forfeit seniority during this leave of absence.
 - 11.5 Adoption: Any bargaining unit employee adopting a child shall be granted a leave of absence not to exceed three (3) months without pay.
 - 11.6 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.
 - 11.7 Said employee may keep benefits in force while on said leave by paying group rate premiums to the City.
 - 11.8 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 12 VACATIONS

- 12.1 All permanent full-time employees shall be paid for actual time worked, all approved leave and all approved holidays.
- 12.2 The City shall endeavor to keep the permanent full-time employees continuously at work insofar as practicable during the calendar year.
- 12.3 All new full-time hires will receive thirty-seven and a half (37.5) hours of annual leave at the time of hire. They will then accrue at the rate of one hundred and fifty hours (150) per year. Beginning in their tenth year of service to the City, permanent full-time employees shall accrue at the rate of two hundred and twenty-five hours (225) per year. Part-time employees will accrue vacation leave on a prorated basis, as follows

	<u>30 Hrs./Week</u>	<u>25 Hrs./Week</u>	<u>20 Hrs./Week</u>
0-10 Years of Service	120 Hrs./Year	102 Hrs./Year	79.5 Hrs./Year
10+ Years of Service	180 Hrs./Year	153 Hrs./Year	119.25 Hrs./Year

Once an employee has completed their probationary period, they may take accrued annual leave.

- 12.4 Permanent full-time employees shall be allowed to carry over no more than 375 hours as of December 31. All Permanent employees, upon termination, retirement, or death, shall be paid no more than 525 hours of earned and unused annual days at their present rate of pay.

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.

- 12.5 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	172.5
20	150

- 12.6 All leave time shall be applied for in advance, if possible, to the immediate Supervisor or Department Head.
- 12.7 All employees, upon termination whether voluntary or involuntarily, shall be paid for one hundred percent (100%) for all earned, unused vacation leave at the present rate of pay, within the maximum allowance as stipulated in this contract.
- 12.8
- 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 twenty-four (24) hour notice.

Article 13
LEAVE OF ABSENCE WITHOUT PAY

- 13.1 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.
- 13.2 Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.
- 13.3 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 14
BEREAVEMENT LEAVE

- 14.1 All employees shall be entitled to Bereavement leave up to three (3) days with pay for a death in the immediate family.
- 14.2 An additional two (2) days may be granted by the Department Head, at their discretion, for a death in the immediate family.
- 14.3 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, partner and relative residing in the employee's household.
- 14.4 Extensions may be granted by application to the Department Head.
- 14.5 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 15
HOLIDAYS

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

New Year's Day
Dr. Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Juneteenth
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
½ Day Christmas Eve
Christmas Day

The preceding Monday if Christmas is on a Tuesday

The following Friday if Christmas is on a Thursday

- 15.2 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.
- 15.3 Any holiday shall be considered part of the regular work week.
- 15.4 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 16 UNION CONVENTION LEAVE

- 16.1 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.
- 16.2 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.
- 16.3 Such leave must be requested at least one week in advance.

Article 17 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 18 SAFETY

- 18.1 The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees.
- 18.2 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.

- 18.3 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.
- 18.4 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 19 GRIEVANCES

- 19.1 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.
- 19.2 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) workdays 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) workdays 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 notify management so that hearings and decisions will be handled quickly.
- 19.3 Cost of said arbitrator shall be shared equally by the City and the Union. Any arbitrator's 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.
- 19.4 Working Days: For the purposes of this article, working days shall be defined as Monday through Friday, not including holidays.

Article 20

DISCIPLINARY PROCEDURES

- 20.1 All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.
- 20.2 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.
- 20.3 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.

- 20.4 No employee shall be penalized, disciplined, suspended, or discharged without just cause.
- 20.5 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.
- 20.6
 - A. In the event an employee receives 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 20.3 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 20.3 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.
- 20.7 The City shall not engage in random drug testing unless required to do so under Federal or State Law or Regulation.

Article 21

JURY/WITNESS DUTY PAY

Employees who are subpoenaed as witnesses in a civil or criminal case will be granted paid leave for the period of time they are unable to report to work. Employees who are called for service on a jury 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 also applies to scheduled work hours of permanent part-time Library employees.

Article 21
JURY/WITNESS DUTY PAY

Employees who are subpoenaed as witnesses in a civil or criminal case will be granted paid leave for the period of time, they are unable to report to work. Employees who are called for service on a jury 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 also applies to scheduled work hours of permanent part-time Library employees

Article 22
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 23
EDUCATIONAL EXPENSES

- 23.1 The following educational reimbursement policy will apply to members of the bargaining unit covered by this policy.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 Approval of courses will be considered on the basis of the relevancy of the

course, number of employees applying and funds available.

- 23.6 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.

23.7

- A. The City shall pay for the 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 24 BULLETIN BOARDS

The City shall provide a space for a Union bulletin board in each building where space is available, where 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 25 PROPER ATTIRE

Library employees will be expected to wear professional attire, consistent with the City's Dress Code Policy, which is conducive to performing their job duties. Professional attire may be more informal when it is necessary and appropriate for certain programs and outreach activities.

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

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) workdays' notice of the intent to change including the rationale for the change and afford the Union the opportunity to impact bargain and present alternatives.
- 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 on 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 equitably as possible. Overtime work required to complete a job in progress shall be handled as per current practice . If in the judgment of the supervisor 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 the Fair Labor Standards Act 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, and military leave will be considered hours worked for the purpose of calculating overtime. Vacation, sick leave, and 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.

LIBRARY

29.10

- A. Union members who are 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 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 permanent part-time 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 Union members 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 members of this Union 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 an action.
- 31.2 Any Union member 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, 2028.
- 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 with the 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 members of this Union.

**Article 34
JOINT LABOR MANAGEMENT MEETINGS**

Officers and members of the Union will be allowed reasonable opportunities, convenient for all parties, to meet with their Department Head and/or other City representatives to carry out the terms of this Agreement and will suffer no loss in pay or benefits when attending such meetings

**Article 35
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 36
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 37
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 38
JOB DESCRIPTIONS

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

Article 39
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 40
DURATION

This Agreement shall be in full force and effect from July 1, 2025, and including June 30, 2028, 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 on this day of July 2, 2025.

For the City of Portsmouth:

For the Union:




Karen Conard
City Manager



Ryan Lones
Senior Staff Representative
AFSCME Council 93




Thomas Closson
General Counsel/Chief Negotiator




Eliza Gilmore
Unit Vice President
Negotiating Committee



Kelly A. Harper
Human Resources Director



Andrew Houldsworth
Negotiating Committee



Lucia Von Letkemen
Negotiating Committee

PORTSMOUTH PUBLIC LIBRARY EMPLOYEES
LOCAL 1386
SALARY SCHEDULE
JULY 1, 2025-JUNE 30, 2026

GRADE	POSITION	HIRE STEP A	12 MONTHS STEP B	24 MONTHS STEP C	36 MONTHS STEP D	48 MONTHS STEP E	7.5 YEARS STEP F	10 YEARS STEP G	15 YEARS STEP H	20 YEARS STEP I
4	Library Assistant I	\$40,594.74	\$42,624.48	\$44,755.70	\$46,993.49	\$49,343.16	\$50,009.29	\$50,709.42	\$51,394.00	\$52,113.52 Annual
		\$1,561.34	\$1,639.40	\$1,721.37	\$1,807.44	\$1,897.81	\$1,923.43	\$1,950.36	\$1,976.69	\$2,004.37 Bi-weekly
		\$20.82	\$21.86	\$22.95	\$24.10	\$25.30	\$25.65	\$26.00	\$26.36	\$26.72 37.5 hrly
			5.00%	5.00%	5.00%	5.00%	1.35%	1.40%	1.35%	1.40%
6	Library Assistant II	\$44,695.01	\$46,929.77	\$49,276.25	\$51,740.07	\$54,327.07	\$55,060.49	\$55,831.33	\$56,585.06	\$57,377.25 Annual
		\$1,719.04	\$1,804.99	\$1,895.24	\$1,990.00	\$2,089.50	\$2,117.71	\$2,147.36	\$2,176.35	\$2,206.82 Bi-weekly
		\$22.92	\$24.07	\$25.27	\$26.53	\$27.86	\$28.24	\$28.63	\$29.02	\$29.42 37.5 hrly
			5.00%	5.00%	5.00%	5.00%	1.35%	1.40%	1.35%	1.40%
8	Library Assistant III	\$49,206.19	\$51,666.50	\$54,249.82	\$56,962.31	\$59,810.43	\$60,617.87	\$61,466.52	\$62,296.32	\$63,168.47 Annual
		\$1,892.55	\$1,987.17	\$2,086.53	\$2,190.86	\$2,300.40	\$2,331.46	\$2,364.10	\$2,396.01	\$2,429.56 Bi-weekly
		\$25.23	\$26.50	\$27.82	\$29.21	\$30.67	\$31.09	\$31.52	\$31.95	\$32.39 37.5 hrly
			5.00%	5.00%	5.00%	5.00%	1.35%	1.40%	1.35%	1.40%
10	Librarian I	\$54,218.57	\$56,929.50	\$59,775.97	\$62,764.77	\$65,903.01	\$66,792.70	\$67,727.80	\$68,642.12	\$69,603.11 Annual
		\$2,085.33	\$2,189.60	\$2,299.08	\$2,414.03	\$2,534.73	\$2,568.95	\$2,604.92	\$2,640.08	\$2,677.04 Bi-weekly
		\$27.80	\$29.19	\$30.65	\$32.19	\$33.80	\$34.25	\$34.73	\$35.20	\$35.69 37.5 hrly
			5.00%	5.00%	5.00%	5.00%	1.35%	1.40%	1.35%	1.40%

AFSCME
STRONG

AFSCME Council 93

☐ **Yes! I am AFSCME Strong.**
I want a strong voice at work and in my community

Yes, sign me up to:

- ☐ Talk to colleagues at work about AFSCME
- ☐ Make phone calls to AFSCME members for campaigns
- ☐ Knock AFSCME member doors during campaigns

Membership Application

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Contribution Form

AFSCME PEOPLE
Become a PEOPLE MVP for \$8.35/ month (\$100 annually)

**AFSCME
PEOPLE**

I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

Deduction Per Pay Period

☐ \$5 ☐ \$10 ☐ \$15
☐ Other \$_____ each pp
Circle jacket size.
S M L XL 2XL Other _____

For Office Use Only

☐ JACKET RECEIVED

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature _____

Date _____

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

☐ New Member

☐ Re-commit

1386

City of Portsmouth (Portsmouth Public Library)

Local Number

Employer

Last Name

First Name

M.I.

Street Address

Apt. No.

City

State

ZIP Code

SSN (last four digits)

Employee ID #

Job Title

Cell Phone

Personal E-mail Address

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature

Date

PLEASE PRINT LEGIBLY.

Last Name

First Name

M.I.

Street Address

Apt. No.

City

State

ZIP Code

SSN (last four digits)

Employee ID #

Occupation

Local Number

Employer

Cell Phone

Home Phone

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address

APPENDIX B
MEMBERSHIP APPLICATION

APPENDIX C
MEMBERSHIP REJECTION STATEMENT

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO

77 Sundial Ave, Suite 104W • Manchester, NH 03103 • Phone: (603) 606-6723

Website: www.afscme93.org

Membership Rejection Statement

I hereby decline membership in AFSCME Council 93, Local 1386 I acknowledge and agree to the following:

1. I have been offered the opportunity to join AFSCME as a dues paying member by signing the attached membership application, but have declined to do so, and as a full dues paying member of the Union in good standing, I would be entitled to full representation at no additional cost to me.
2. If I seek to have the Union represent me in any future proceedings, I shall pay AFSCME the full cost of any representation services that I receive. An initial deposit of one thousand dollars (\$1,000.00) for retainer of services will be submitted along with any supporting documentation to the AFSCME Staff Representative, AFSCME Council 93, 77 Sundial Ave Suite 104W, Manchester, NH 03103. This retainer shall be used to pay for initial steps required for representation, attorney services, support services, their expenses, arbitration, arbitrator's services and/or fees, plus any other expenses the Union may rightfully charge for including but not limited to postage, photocopies, duplication of audio or video files, storage disks, transcriptions, etc.
3. Failure to notify the Union in writing of your desire to be represented by the Union, shall constitute a waiver of Union representation.
4. If the cost of representation, as outlined below in the fee schedule, exceeds the one thousand dollar (\$1,000.00) deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding with the investigation or to the next progressive step in the grievance procedure. If the undersigned fails to comply with the payment of any/all fees within fifteen (15) days of being invoiced by the Union, I understand that the grievance shall be withdrawn. The contractual grievance procedure time frames shall not be extended pending payment of said invoice.
5. If the cost of representation, as outlined below, is less than the one thousand dollar (\$1,000.00) retainer, the unused portion shall be returned to the undersigned.
6. Pursuant to the Parties Collective Bargaining Agreement, AFSCME is the only party that can appeal a grievance to arbitration.
7. The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full dues paying member of the Union.

Fee Schedule as of July 2017*:

Attorney	-	\$250.00/hour plus expenses
Staff Representative	-	\$125.00/hour plus expenses
Research Fees	-	\$100.00/hour plus expenses
Support Services	-	\$75.00/hour
Arbitration	-	<u>All</u> costs incurred in arbitration including but not limited to filing fees and expenses

Please print the following information:

Name: _____

Street: _____ City: _____ State: _____ Zip: _____

Job Title: _____ Employer: _____ Work Location: _____

Signature: _____ Date: _____

***This fee schedule is subject to review and change at anytime**