

WORKING AGREEMENT

BETWEEN THE

CITY OF PORTSMOUTH, NEW HAMPSHIRE

PORTSMOUTH CITY EMPLOYEES LOCAL #1386

OF THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

AFL-CIO

July 1, 2026 to June 30, 2029

Article 1  
WORKING AGREEMENT

The City of Portsmouth, hereafter referred to as the City, and the Portsmouth City Employees, Local #1386A 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 this Agreement to promote the morale, equal rights, well-being and security of the Portsmouth City Employees. The City Manager, representing the City Council, and the Union hereby agree as follows:

Article 2

REMOVAL OF GENDER SPECIFIC LANGUAGE AND  
ADOPTION OF NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

The parties have amended this Agreement to remove gender specific language. Additionally, the parties agree to abide by the City's Non-Discrimination and Anti-Harassment Policy.

Article 3  
RECOGNITION

- 3.1 Employees covered by the Agreement are those 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 section 3.5 below.
- 3.2 In December of each calendar year the Union shall notify the City of the amount of its dues.
- 3.3 Upon receiving a written authorization card signed by the employee and approved by the Union, the City agrees to deduct from the employee's wages a sum for the Union dues to be collected from the first paycheck of each month.
- 3.4 The City 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).

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

|                                 |
|---------------------------------|
| Desk Attendant/Lifeguard        |
| Pool/Spa Technician             |
| Chemist                         |
| Lead Custodian                  |
| Electrician                     |
| Equipment Mechanic              |
| Laborer                         |
| Plant Operator                  |
| Plant Operator I                |
| Plant Operator II               |
| Master Carpenter                |
| Custodian                       |
| Dispatcher I                    |
| Dispatcher II                   |
| Engineering Technician          |
| Equipment Operator I            |
| Equipment Operator II           |
| Lab Technician                  |
| Meter Reader                    |
| Parking Garage Attendant        |
| Garage Attendant/Security Guard |
| Assistant Foreman               |
| Recycling Truck Driver          |
| Truck Driver I                  |
| Truck Driver II                 |
| Utility Mechanic                |
| Sanitation Laborer              |

- 3.6 The City hereby recognizes that the Union is the sole, 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.

- 3.7 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.

- 3.8 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 4  
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 5  
PROBATIONARY PERIOD AND CLASSIFICATION

- 5.1 Probationary Period: All new employees shall serve a probationary period of twelve (12) 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 their competency to carry out work assignments. Probationary employees are considered at will and may be terminated with or without cause.

- 5.2 Classification: Each employee shall be assigned a distinct classification (probationary or permanent):

- A. Probationary: Probationary employees are those employees hired to fill regular positions, but who are serving their probationary period of twelve months. Probationary employees shall be allowed to earn sick leave and vacation during their probationary period but shall not be entitled to be paid for such leave unless and until they have successfully completed six months of employment. Qualified probationary employees will be allowed to participate in the on-call rotation after the completion of 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. Health and Dental insurance will become effective the first of the month following first day of employment.

- B. Permanent: Permanent employees are those employees hired to fill regular full-time positions who have completed their probationary period.

Article 6  
EMPLOYMENT AND TERMINATION

- 6.1 Posting Jobs and Vacancies: All new jobs and vacancies within the bargaining unit will be emailed to all staff who have a City email address and posted on the City's website. All internal candidates may apply, but only applicants who meet all the requirements will be interviewed. If, after the evaluation process is completed, an internal candidate is rated the same as an external candidate, the open position will be offered first to the internal candidate.
- 6.2 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.
- 6.3 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. Probationary employees will not be permitted to bid a position until six (6) months after their hire date, contingent upon meeting all job requirements and receiving approval from the Department Head. This six (6) month restriction may be waived by the Department Head.
- 6.4 Anti-discrimination: The City agrees that it will not discriminate against, intimidate, or coerce any employee in the exercise of their rights to bargain collectively through the Union because of their membership herein or their activities on behalf of the Union.
- 6.5 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, special aptitudes, ability to perform the essential functions of the job either with or without reasonable accommodation, knowledge, skills, 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.

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

#### Article 7 SENIORITY

- 7.1 Definition: An employee's seniority shall commence with their hiring day provided the employee is not discharged and is in the City's continuous employ beyond the probationary period. All employees who are not permanent shall be deemed to have no seniority status and may be discharged.
- 7.2 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.
- 7.3 Layoffs: When it is necessary to reduce the number of employees on the City payroll because of the lack of work or funds, the City Manager shall decide which employees shall be laid off in accordance with the following provisions:
- A. Layoffs shall be by job classification within each department, and;
  - B. All temporary employees within the job classification in which the layoff is to occur shall be laid off before any other employees in the job classification.
  - C. Probationary part-time employees shall be laid off before [any other] permanent part-time employees, and;
  - D. Part-time employees shall be laid off before any full-time employees are laid off, and;
  - E. Probationary full-time employees shall be laid off before any non-probationary full-time employees are laid off, and;
  - F. Among each group of employees eligible to be laid off, the City Manager shall select the least senior employee to be laid off.

- 7.4 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.
- 7.5 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.
- 7.6 The City will annually create a seniority list by classification, department, and date of hire.

Article 8  
WAGES

- 8.1 Employees shall be paid in accordance with the position classifications and rates which are attached to this Agreement as Appendix 1. During the term of this Agreement, these rates will be increased as follows:
- A. Effective July 1, 2027, a wage increase based on the City's COLA calculation with a floor of 2% and a ceiling of 5%.
- B. Effective July 1, 2028, a wage increase based on the City's COLA calculation with a floor of 2% and a ceiling of 5%.
- 8.2 City's COLA Calculation: COLA shall be determined by the rolling ten (10) year average in the CPI-U for the Boston-Cambridge-Newton 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.

8.3 Applicability After Contract Expires: It is clearly understood that if this three-year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2029, that no further COLA 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 is not to be deemed "status quo" as the term has been used by the NH PELRB if a successor agreement has not been settled by July 1, 2029. If a successor agreement is not reached, the parties will agree to meet and confer over the ability to continue step increases until a successor agreement is reached.

8.4 Hourly Three (3) Step Employees:

|                                 |        |
|---------------------------------|--------|
| First twelve (12) Months        | Step C |
| Next twelve (12) months         | Step D |
| At twenty-four (24) months      | Step E |
| At seven and a half (7.5) years | Step F |
| At ten (10 ) years              | Step G |
| At fifteen (15) years           | Step H |
| At twenty (20) years            | Step I |

8.5 The Three Step Employees subject to Section 8.4 wage progression are:

Parking Garage Attendant, Custodian, Dispatcher I, Dispatcher II, Meter Reader, Sanitation Laborer, Truck Driver I, Truck Driver II, Utility Mechanic, Equipment Operator I, Plant Operator I, Equipment Operator II, Pool/Spa Tech, Garage Attendant/Security Guard, Recycling Truck Driver, Equipment Operator II, Electrician, Master Carpenter, Meter Reader, and Laborers.

8.6 Salaried Five (5) Step Employees:

|                             |        |
|-----------------------------|--------|
| First six (6) months        | Step A |
| After six (6) months        | Step B |
| After eighteen (18) months  | Step C |
| After thirty (30) months    | Step D |
| After forty-two (42) months | Step E |



|                                 |        |
|---------------------------------|--------|
| At seven and a half (7.5) years | Step F |
| At ten (10 ) years              | Step G |
| At fifteen (15) years           | Step H |
| At twenty (20) years            | Step I |

8.7 Notwithstanding, upon promotion to a higher Grade, an employee will remain at the same Step as prior to the promotion (i.e., in the event of a promotion from Grade 9 to Grade 10, an employee at Grade 9/Step D would move to Grade 10/Step D).

8.8 A. An employee acting in a position which has a higher maximum hourly rate shall receive a pay raise of one step over his/her present rate upon promotion or to the minimum of the new position, whichever is greater, but not less than 4.5%, and such increases as are set forth in the Salary Plan thereafter, based upon date of promotion.

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.

8.9 The City shall: (1) Provide an equal opportunity for training and (2) any employee who has trained on any equipment may request and the City shall provide a written evaluation of the employee's performance on said piece of equipment.

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

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

8.12 Employees required to have State of New Hampshire Licensing for Collections, Distribution, or Treatment shall have added to their hourly base rate an amount as follows:

A. \$0.50 Per/Hour for Grade 1 Distribution License upon providing a copy of the certification to the City.

B. \$0.50 Per/Hour for Grade 1 Sewer Collections License upon providing a copy of the certification to the City.

- 8.13 Water treatment operators, waste-water treatment operators, and pump station operators will initially be placed in Grade 10 on the City's pay scale. Such employees will move to Grade 11 on the City's pay scale immediately upon attaining and providing the City with a copy of their New Hampshire Grade 1 Operator's License. Placement in Grade 11 will remain in effect provided the employee continues to hold a New Hampshire Grade 1 Operator's License in good standing. Such employees will then move to Grade 13 on the City's pay scale immediately upon attaining and providing the City with a copy of their New Hampshire Grade 2 Operator's License. Placement in Grade 13 will remain in effect provided the employee continues to hold a New Hampshire Grade 2 Operator's License in good standing.
- 8.14 The City will have discretion to hire new employees, including part-time employees, at the Step commensurate with their prior relevant experience, as determined by the Director, but no higher than the third (3<sup>rd</sup>) step on any salary schedule under this collective bargaining agreement.
- 8.15 The City will pay an additional \$0.50/hour for ASE certification upon receiving a copy of the certification from the employee. Bargaining Unit Members who obtain ASE Certification will also be placed on the appropriate grade of the salary schedule.
- 8.16 All permanent part-time staff, regardless of hours worked, will follow the same progression in steps as full-time employees.
- 8.17 Any Bargaining Unit Member assigned to operate a sidewalk tractor during winter operations will be plus rated to the Equipment Operator I level at the bargaining unit member's current steps.
- 8.18 Bargaining Unit Members who are hired after this Agreement goes into effect and who are required to obtain a CDL will be approved for City funded CDL training following their first anniversary. These Bargaining Unit Members will be required to obtain their CDL prior to their second anniversary. If one of these Bargaining Unit Members is unable to obtain their CDL, their next scheduled step on the salary schedule will be delayed until such time as the CDL is obtained, or the Bargaining Unit Member can move to a non-CDL required position if such a position is available and if the Bargaining Unit Member is qualified for the position.
- 8.19 Once a Bargaining Unit Member in the position of Laborer receives a CDL, the Bargaining Unit Member will automatically be promoted to Truck Driver I. Once a Bargaining Unit Member in the position of Sanitation Laborer receives a CDL, the Bargaining Unit Member will automatically be promoted to Truck Driver II.

Continued performance of tasks in the lower positions will still be required.

8.20 Any Bargaining Unit Member required by the City to obtain a Class-B CDL will be paid a prorated portion of the annual stipend of two thousand dollars (\$2,000.00), which shall be paid over twenty-six (26) pay periods beginning after the CDL is obtained.

Any Bargaining Unit Member who is required to obtain a Class-A CDL will be paid a prorated portion of the annual stipend of two thousand five hundred dollars (\$2,500), which shall be paid over twenty-six (26) pay periods beginning after the CDL is obtained. The City will retain the sole discretion to determine which Bargaining Unit Members are required to obtain a Class-A CDL.

#### Article 9 LONGEVITY

- 9.1 All Bargaining Unit Members shall receive longevity compensation. Longevity compensation shall commence on the first week in December following five (5) years of service. Longevity compensation shall be distributed to the employees before the fifteenth of December in a separate check.
- 9.2 Longevity compensation shall be distributed according to the following schedule. Length of service is calculated as of December 31<sup>st</sup> in each calendar year.

| <u>Length of Service</u> | <u>Payment as of July 1, 2026</u> |
|--------------------------|-----------------------------------|
| 5 years                  | \$379.53                          |
| 10 years                 | \$759.06                          |
| 15 years                 | \$1,138.60                        |
| 20 years                 | \$1,518.15                        |
| 25 years                 | \$1,897.68                        |
| 30 years                 | \$2,277.20                        |
| 35 years                 | \$2,656.73                        |

- 9.3 Longevity shall begin to accrue upon date of hire.
- 9.4 On July 1, 2027, and July 1, 2028, the amounts specified in the longevity schedule in Article 9.2 shall be adjusted a percentage rate determined by the rolling ten (10) year average in the CPI-U for the Boston-Cambridge-Newton all items index, but no less than two percent (2%) and no greater than five percent (5%).

Article 10  
INSURANCE

10.1 Health Insurance:

The City will provide employees with coverage under the AB 20 10/20/45 plan with mail-in prescription coverage. Effective July 1, 2026, the employee's cost for AB 20 coverage will be sixteen percent (16%) of the premium and the City will pay eighty-four percent (84%) of the premium. Effective July 1, 2027, the employee's cost for AB 20 coverage will be seventeen percent (17%) of the premium and the City will pay eighty-three percent (83%) of the premium. Effective July 1, 2028, the employee's cost for AB 20 coverage will be eighteen percent (18%) of the premium and the City will pay eighty-two percent (82%) of the premium.

The City will provide employees with coverage under the AB 15 10/20/45 plan. Effective July 1, 2026, the employee's cost for AB 15 coverage will be eleven percent (11%) of the premium and the City will pay eighty-nine percent (89%) of the premium. Effective July 1, 2027, the employee's cost for AB 15 coverage will be twelve percent (12%) of the premium and the City will pay eighty-eight percent (88%) of the premium. Effective July 1, 2028, the employee's cost for the AB 15 coverage will be thirteen (13%) of the premium and the City will pay eighty-seven percent (87%) of the premium.

The City will also offer employees coverage under the Anthem Site of Service plan as an alternative health insurance coverage option. Effective July 1, 2026, the employee's cost for Site of Service plan coverage will be seven percent (7%) of the premium and the City will pay ninety-three percent (93%) of the premium. Effective July 1, 2027, the employee's cost for Site of Service plan coverage will be eight percent (8%) of the premium and the City will pay ninety-two percent (92%) of the premium.

Given current volatility in the health insurance industry, the parties recognize and agree that to continue to provide health insurance coverage, the City may need to change insurance plans and/or carriers during the term of this Agreement. If such change occurs, the City will bargain in good faith with the Union to provide comparable health insurance coverage. The parties further recognize and agree that the City provides health insurance coverage subject to all contractual limitations and exclusions imposed by the carrier, including any contractual

right of the carrier to modify coverage (such as prescription benefit coverage) during the term of this Agreement.

- 10.2 The parties agree that employees shall receive a waiver stipend in lieu of health insurance coverage in the amount equal to five hundred dollars (\$500.00) per quarter upon presentation by the employee of proof of alternative, employer sponsored health insurance coverage that does not subject the City to any fees/taxes/penalties/assessments under the provision of the ACA. The stipends shall be paid quarterly. No additional employees shall receive such stipends when both spouses work for the City. Further the City will not provide Health and/or Dental Coverage if an employee is already covered by the same or similar health and/or dental plan. If the employee is found to have dual coverage, the employee must pay back to the City an amount equal to the premiums paid by the City during the time of dual coverage.

- 10.3 Dental Insurance: The City agrees to pay for single, two-person or family membership in the Delta Dental Plan Option 3F or a comparable plan.

Given current volatility in the dental insurance industry, the parties recognize and agree that to continue to provide dental insurance coverage, the City may need to change dental insurance plans and/or carriers during the term of this Agreement. If such change occurs, the City will bargain in good faith with the Union to provide comparable dental insurance coverage. The parties further recognize and agree that the City provides dental insurance coverage subject to all contractual limitations and exclusions imposed by the carrier, including any contractual right of the carrier to modify coverage (such as prescription benefit coverage) during the term of this Agreement.

- 10.4 Short-term Disability: The City shall make available through payroll deduction Disability Income insurance for members of the bargaining unit.

- 10.5 Long Term Disability: The City will provide Disability Income Insurance for members of the Association equal to two-thirds (2/3) of the monthly base salary not to exceed five thousand (\$5,000) dollars per month. Said insurance shall be effective after the 91st day of disability with benefits payable to age 65 if the employee qualifies and shall be coordinated with Social Security benefits. Only regular full-time employees working 25 hours or more a week shall be eligible for Disability Income Insurance.

- 10.6 Worker's Compensation Insurance: In case of accidental personal injury to any employee arising out of any accident during their

employment, the City shall pay to the employee the difference between the amount received from the insurance company and the employee's regular pay. Employees will see the deduction of payment on their paystub as "Worker's Compensation." In no event shall such payments by the City exceed twenty-six (26) weeks.

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

Article 11  
SICK LEAVE

- 11.1 All Bargaining Unit Members will be entitled to accrue fifteen (15) days of sick leave per year.
- 11.2 Bargaining Unit Members hired by the City prior to January 1, 1990, will be entitled to the unlimited accrual of sick leave.
- 11.3 Bargaining Unit Members hired by the City on or after January 1, 1990, will have a maximum accrual of one hundred fifty (150) days of sick leave.
- 11.4 Bargaining Unit Members hired by the City prior to January 1, 1990, will, upon their separation from employment from the City (whether by retirement, resignation, or termination) be entitled to payment of an amount equal to seventy-five percent (75%) of their accumulated sick leave as of the date of their separation from employment from the City.
- 11.5 To be entitled to payment as set forth in section 11.4 above, the Bargaining Unit Member must give the City notice by February prior to the fiscal year in which payment is to be made. If such notice is not given and the Bargaining Unit Member retires or voluntarily terminates employment, the Bargaining Unit Member will not be entitled to be paid for their accumulated sick leave until the first pay period of July following their retirement or termination or 120 days after their retirement or termination, whichever is later. If the Bargaining Unit Member is involuntarily terminated by the City or leaves under one of the following exceptions, notice will be waived and the Bargaining Unit Member will be paid for their accumulated sick leave within seventy-five (75) days of termination:

A. Resignation at the request of the City Manager;

- B. Disability retirement;
  - C. Retirement caused by serious illness or injury which otherwise does not qualify for disability retirement;
  - D. Retirement caused by a family member's serious illness where the Bargaining Unit Member is needed to attend to the family member; or
  - E. Other circumstances which arise precipitously which make it impossible for the Bargaining Unit Member to meet the notice requirements of this section, only if the City Manager approves in advance of the payment without the required notice.
- 11.6 Bargaining Unit Members hired by the City on or after January 1, 1990, will not be entitled to any payment for their accumulated sick leave at the end of their employment with the City.
- 11.7 Regardless of the date that the Bargaining Unit Member was hired by the City, upon the death of any Bargaining Unit Member while in the employ of the City, the City will pay the Bargaining Unit Member's estate an amount equal to one hundred percent (100%) of the Bargaining Unit Member's accumulated sick leave as of the date of their death.

Article 12  
PARENTAL/ADOPTION LEAVE

- 12.1 Upon application of the employee and approval by the City Manager, a parental leave of absence shall be granted to permanent full-time employees who have been employed at least one (1) year before said application.
- 12.2 It will be the responsibility of the employee to notify the City Manager one (1) month prior to returning to work.
- 12.3 An employee shall use accumulated sick leave benefits during the disability period as determined by the employee's physician before being eligible for parental leave benefits, except leave without pay may be granted before all such leave is expended based on approval by the City Manager. It is understood that employees on approved unpaid leave must pay their own health and dental premiums, once FMLA is exhausted (if applicable).
- 12.4 An employee shall not forfeit seniority during this leave of absence.

- 12.5 Adoption: Any bargaining unit employee adopting an infant shall be granted a leave of absence not to exceed three (3) months without pay.
- 12.6 Such leave shall commence upon receiving de-facto custody of said infant, or up to two (2) months earlier if necessary to fulfill the requirements of adoption.
- 12.7 Employee may keep benefits in force while on leave by paying group rate premiums to the City.
- 12.8 Family Medical Leave Act Policy: The Union and the City agree that the City's Family Medical Leave Act policy 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 union and subject to all appropriate approvals.

Article 13  
VACATION/PERSONAL DAYS

- 13.1 All permanent full-time employees will be paid for actual time worked, all approved leaves, and all approved holidays.
- 13.2 The City shall endeavor to keep the permanent full-time employees continuously at work insofar as practicable during the calendar year.
- 13.3 All full-time Bargaining Unit Members will accrue vacation time at the following rate:

| <u>Years Of Service</u> | <u>Days</u> | <u>Hours</u> |
|-------------------------|-------------|--------------|
| One to five             | 10          | 80           |
| six                     | 12          | 96           |
| seven                   | 14          | 112          |
| eight                   | 16          | 128          |
| nine                    | 18          | 144          |
| ten                     | 20          | 160          |
| eleven                  | 21          | 168          |
| twelve                  | 22          | 176          |

- 13.4 Bargaining Unit members will not accumulate more than fifty (50) days of vacation as of December 31 of each calendar year. 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). Payment will be made in the first payroll in February following the calendar year.

- 13.5 All leave time must be applied for in advance, if possible, in accordance with City Policies, to the immediate Supervisor or Department Head.
- 13.6 All permanent employees, upon termination, retirement, or death, shall be paid for no more than seventy (70) earned, unused vacation days at their present rate of pay.
- 13.7 A. Personal Days: Each full-time permanent employee shall be allotted two (2) personal days each year to tend to matters which cannot be taken care of during the employee's regular time off. 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
- B. The employee can take such personal day as a whole day or one-half day at a time.
- C. The employee shall be required to give a twenty-four (24) hour verbal notice to their Supervisor prior to the requested leave. In the event of an emergency, making such notice impractical, such notice shall be waived. In such cases, the Department Head may require the employee to submit a written explanation of the circumstances for not providing the twenty-four (24) notice.

#### Article 14

##### LEAVE OF ABSENCE WITHOUT PAY

- 14.1 Leaves of absence without pay may be granted by the City Manager in writing specifying the commencement and expiration date for the leave. Such leave may be for a period not to exceed twelve (12) months when medically necessary. Non-medical leaves may be for a period not to exceed six (6) months.
- 14.2 Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.
- 14.3 Failure of the employee to report promptly at the expiration of the leave shall be cause for disciplinary action up to and including discharge.

#### Article 15

## BEREAVEMENT LEAVE

- 15.1 All employees shall be entitled to bereavement leave up to three (3) days with pay for a death in the family.
- 15.2 An additional two (2) days may be granted by the Department Head, at his discretion, for a death in the immediate family.
- 15.3 Immediate family shall be defined as follows: Spouse, Child, Adopted Child, Parent, Parent by adoption, Brother, Sister.
- 15.4 Family shall be defined as Aunt, Uncle, Grandparent, Grandchild, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparent-in-law, Niece, and Nephew.
- 15.5 Additionally, with department head approval, three (3) days of bereavement leave may be granted for the death of a member of the Employee's household.
- 15.6 In the event an employee entitled to bereavement leave experiences a significant delay between the date of the death and the date of the funeral, the employee may hold one of their bereavement days for use later for the purpose of attending the funeral.

## Article 16 HOLIDAYS

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

New Year's Day  
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  
1/2 Day Christmas Eve  
Christmas Day  
The preceding Monday if Christmas is on a Tuesday  
The following Friday if Christmas is on a Thursday

- 16.2 In addition to above paid holidays, all permanent full-time employees shall be paid at their regular rate for any holiday designated as such by the laws of the State of New Hampshire.

- 16.3 Holiday pay shall be granted if an employee reports for work on the last regularly scheduled work-day prior to the holiday and the first regularly scheduled work-day after the holiday, except in the case of an approved annual day, personal day, compensatory day or a sick day supported by a doctor's note.
- 16.4 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.
- 16.5 Any holiday shall be considered part of the regular work week.

Article 17  
UNION CONVENTION LEAVE

- 17.1 The City shall allow one (1) Bargaining Unit Member currently serving on the 1386A Board five (5) days leave of absence with pay, to attend the A.F.S.C.M.E. International Convention once every two years.
- 17.2 The City shall allow two (2) Bargaining Unit Members currently serving on the 1386A Board one and one-half (1½) days leave of absence with pay, to attend either the New Hampshire State Labor Council Convention or the A.F.S.C.M.E. Council #93 Convention each year.
- 17.3 Such leave must be requested at least one (1) week in advance.

Article 18  
MILITARY LEAVE OF ABSENCE

Any member who is ordered for active military service as a member of the Armed Forces of the United States of America, or who is engaged in activities in the Reserve Forces of the United States of America, or State National Guard, shall be granted a leave of absence to perform such military duties with the City paying the difference in salary between the employee's base pay and military base pay for said duty and without loss of leave time. Such leave shall be considered Military Leave and shall not exceed twenty (20) working days in a calendar year.

Article 19  
SAFETY

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

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

- 19.3 Employees' cooperation in detecting hazards and eliminating or controlling them is a condition of their employment. Employees shall inform their supervisors immediately of a situation beyond their authority to correct on an appropriate form to be supplied by the City.
- 19.4 Protective equipment shall be furnished to all employees performing work which requires the use of such protective equipment.
- 19.5 The employees agree to exercise due care in the use and storage of such items.
- 19.6 All replacements of previous issue shall be made only when an article is turned in or exchanged for one issued.
- 19.7 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.
- 19.8 Any time a mechanic, working on a state road, feels unsafe and deems that the vehicle should be towed to the shop in lieu of repairing the vehicle on the state road, the vehicle will be towed.

#### Article 20 GRIEVANCES

- 20.1 In recognition of the fact that the City and its employees, represented by the Union, have a mutual responsibility to the Public which requires that substantial disagreements arising between the employees and the management be settled in an orderly way without undue delay, it is agreed that fundamental differences which may arise between the employee and the management of the nature mentioned in the following paragraphs shall be adjusted in accordance with the provisions herein set out.
- 20.2 Should any substantial difference arise between the City and the Union, or its members, as to the meaning and interpretation of this Agreement, including wages or changes in wage rates, procedure of a settlement shall be by private conference in the following manner and order:
  - A. An employee who has a grievance shall discuss the grievance with their Union Steward or an officer of the Union.

- B. An employee who has a grievance shall discuss the grievance with their Supervisor.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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 time limit, it shall be untimely and therefore shall be denied.
- I. 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.

20.3 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.

20.4 Working Days: For the purposes of this article, working days shall be defined as Monday through Friday, not including holidays.

## Article 21 DISCIPLINARY PROCEDURES

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

21.2 All suspensions and discharges must be stated in writing and the reasons stated and a copy given to the employee (s) and the Union at the time of suspension or discharge

21.3 Disciplinary action will normally be taken in the following order:

- (1) Written warning;
- (2) Suspension without pay;
- (3) Discharge.

21.4 An employee may be suspended or discharged for the following reasons:

- (1) Misconduct during employment;
- (2) Incompetency or inefficiency;
- (3) Failure to perform assigned duties;
- (4) Disobedience of his superior;
- (5) Intoxication while on duty;
- (6) Conviction of a felony;
- (7) Failure to observe rules and regulations;
- (8) Unauthorized absence from duty;
- (9) Incompatibility with other employees.

21.5 No employee shall be penalized, disciplined, suspended, or discharged without just cause.

21.6 The length of time between disciplinary actions shall be considered in determining the appropriate level of discipline or in considering an employee for a promotion.

21.7 A. In the event an employee receives a written 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 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 three (3) years provided no subsequent infraction of the same type occurs.

C. Disciplinary action, taken by the City, against an employee due to illegal or criminal offenses, shall be exempt from the provision of A. and B. of this Section.

21.7 The City shall not engage in random drug testing unless required to do so under Federal or State Law or Regulation.

#### Article 22 JURY/WITNESS DUTY PAY

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

#### Article 23 EMPLOYEE INDEMNIFICATION

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

#### Article 24 EDUCATIONAL EXPENSES

24.1 The following educational reimbursement policy will apply to members of the bargaining unit covered by this policy.

24.2 The City agrees to provide tuition reimbursement to members of the bargaining unit who complete courses relating to their current job responsibilities or as part of an approved career development program. Courses must be approved in advance by the

Department Head and the Human Resources Department. Approval of courses will be dependent on consideration of the relevancy of the course to the employee's current job responsibilities, the number of employees applying for the benefit, and the funds available. Reimbursement for such courses will not exceed fifteen hundred dollars (\$1,500) per employee, per fiscal year, with the total amount paid under this provision for the entire bargaining unit not to exceed the amount budgeted by the City. Once a course has been approved, the employee will be reimbursed upon presentation of written proof of satisfactory completion of the course to the Human Resources Department. Any bargaining unit member who receives this benefit must continue satisfactory employment with the City for at least one (1) year after receiving reimbursement. If a bargaining unit member leaves employment with the City prior to expiration of this one (1) year period, the employee agrees to repay a pro-rated portion of this tuition reimbursement to the City.

24.3 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.

- A. The City shall pay for required certification of minimum education required by the Federal, State, Local or City governments.
- B. Education expenses shall include, but not be limited to the following: tuition, registration, books, supplies, course material, travel, and meals.
- C. If the employee must attend any school or course during the regular work-day, the employee shall be compensated at his regular rate of pay for all time related to the education including but not limited to: travel and actual classroom time, up to eight (8) hours in any one day.

#### Article 25 BULLETIN BOARDS

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

#### Article 26 EQUIPMENT



- 26.1 The City agrees to furnish raincoats and boots for all employees for whom such issue is necessary.
- 26.2 The City shall furnish rubber and/or leather gloves for all work on existing sewer lines.
- 26.3 The City shall furnish all necessary tools and equipment for the employees to carry out their jobs or assignments including, but not limited to, leather gloves.
- 26.4 The employees shall exercise due care in the use and storage of all tools and equipment assigned to them.
- 26.5 All replacement of previous issue shall be made only when an article is turned in and exchanged for one issued.
- 26.6 The City shall continue to provide uniforms for those employees currently receiving them, as well as to the laborers and truck drivers on the refuse crew.
- 26.7 The Union and its members agree to exercise proper care and to be responsible for all City property issued or entrusted to them.
- 26.8 All Public Works non-office employees will be required to wear steel-enforced leather work boots, or equivalent, while working. Protective footwear must comply with ASTM International Standards or equivalent standards. The City agrees to pay said employee up to three hundred dollars (\$300.00) per year for work boots. Receipts will be required. The City reserves the right to establish the specification for boots for jobs to ensure safety.
- The City shall provide the boot allowance under this provision to probationary employees after completion of six (6) months of employment.
- 26.9 The City agrees to reimburse mechanics up to six hundred dollars (\$600.00) per year for the purchase of tools. Receipts will be required.

Article 27  
CALL-OUTS/ON-CALL

- 27.1 Employees within the bargaining unit called in for emergency work shall be paid a minimum of four (4) hours at their overtime rate.
- 27.2 Any employee recalled during his original call-out minimum shall not be entitled to additional compensation.
- 27.3 Any member of the bargaining unit who is required to be on-call

for a week at a time, will receive a flat rate of \$225.00 per week. If the member is called in but is unable to be reached, they will forfeit the payment. This call-out time will not apply to Lift Station, Madbury, Pierce Island or Pease employees.

- 27.4 A bargaining unit member will forfeit the on-call stipend if replacement coverage is required for more than one (1) day. For example, one (1) sick day is allowed, but an employee who gets the flu and is out for several days will lose the on-call stipend and the person who provided replacement coverage will be apaid the on-call stipend instead.

#### 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

##### COMPENSATORY TIME IN LIEU OF OVERTIME

The parties agree that in lieu of overtime, a department head (within their discretion) may grant compensatory time if the employee agrees to accept it, subject to City Manager approval. Compensatory time, if granted, must be granted in accordance with FLSA requirements.

#### Article 30

##### HOURS OF WORK AND OVERTIME

- 30.1 Current work schedules shall remain unchanged until Management provides any affected employee/positions and the union with a minimum of thirty (30) calendar day notice of the intent to change including the rationale for the change and afford the Union the opportunity to impact bargain and present alternatives.
- 30.2 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.

New positions or vacancies in the Recycling Area only may have hours and/or days of work that vary from the provisions below. Hours of work shall be forty (40) hours a week. The daily and weekly schedule shall be established by management. This

provision will remain in place until a successor agreement is effective.

30.3 Lunch: Lunch time will be considered non-work time except where specifically stated otherwise.

30.4 Pay Period: The normal pay period shall begin Sunday at 12:01 a.m. and end Saturday at midnight.

30.5 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 his/her 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 foreman a true emergency exists, the above procedure may be waived.

30.6 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.

30.7 Holidays: All holidays for which an employee receives pay shall be considered part of his/her 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].

30.8 Employees will be eligible for overtime after they have worked 40 hours in any given week. Military Leave, Bereavement Leave, and Holidays 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. However, during weeks where there is overtime created due to work emergencies (such as snow fighting activities, water main breaks, significant weather events, and required overtime approved in advance by the Director of Public Works), vacation, personal, and sick leave will count as hours worked for overtime

calculation purposes. The only exceptions to the above are as follows:

- o 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.
- o Hours paid/ worked for being on call (required to carry the city's electronic notification device) will be counted as hours worked for overtime purposes.

#### PUBLIC WORKS

- 30.9 Public Works: The following provisions apply to employees of the Public Works Departments. However, if a new subdivision is formed, then the hours of work and overtime shall be an item subject to negotiations.
- 30.10 City Yard, and Other Non-Specified Public Works Employees:
- A. Employees will receive two (2) fifteen (15) minute breaks - one in the morning and one in the afternoon in accordance with Public Works Policy #6. There will be no break from work for lunch. Lunch may be eaten "on the fly;" work in progress will not stop while lunch is eaten.
  - B. The work week shall consist of forty (40) hours per week.
- 30.11 Custodial Personnel: Hours of work shall be forty (40) hours in a week. The daily and weekly schedules shall be established by management. Employees will receive two (2) fifteen (15) minute breaks - one (1) in the first half of the shift and one in the second half of the shift in accordance with Public Works Policy #6. There will be no break from work for lunch. Lunch may be eaten "on the fly;" work in progress will not stop while lunch is eaten.
- 30.12 Madbury Water Treatment Plant:
- A. The Madbury Plant Operations shall be seven days a week rotating schedule. Plant operating employees shall work forty hours a week.
  - B. Employees will receive two (2) fifteen (15) minute breaks - one (1) in the morning and one (1) in the

afternoon in accordance with Public Works Policy #6. There will be no break from work for lunch. Lunch may be eaten "on the fly;" work in progress will not stop while lunch is eaten.

- C. Employees who are scheduled off on a holiday as observed by other Public Works employees will receive the next scheduled workday as the holiday or the day prior to their regular days off as the holiday as appropriate. Management shall have the discretion in determining the number of employees it requires to work on a holiday.

30.13 Waste-Water Treatment Plant:

- A. The work week shall consist of forty (40) hours per week. Employees will receive two (2) fifteen (15) minute breaks, one in the morning and one (1) in the afternoon in accordance with Public Works Policy #6. There will be no break from work for lunch. Lunch may be eaten "on the fly" work in progress will not stop while lunch is eaten.

30.14 Municipal Parking Garage Employees:

- A. Employees are required to work an average of not more than forty (40) hours in any week over a month's period.
- B. Management specifically can utilize a 4-on/4-off schedule of ten (10) hour days, in which case lunch will be eaten on the job during paid time. Said employees shall be paid overtime at time and one-half (1-1/2) for hours worked over forty (40) hours in a week.
- C. The Parking Garage Utility Mechanic shall work forty hours in a week.

30.15 Sanitation Laborers and Sanitation Truck Drivers (Truck Driver II):

It is understood that daily solid waste and recycling collection is based on "routes" and for the purpose of hours worked, a "route" is defined as equivalent to eight (8) hours. Management shall define a "route" and shall, in good faith, strive to ensure that all "routes" can be completed in an eight (8) hour day. Documented hours worked beyond normal daily "routes" will be compensated as normal calculation for overtime.

Article 31  
UNIFORMS

31.1 Uniforms will continue to be provided to Mechanics, Sanitation Laborers, Truck Driver II, Wastewater Plant Personnel and Sewer Division Personnel in accordance with policies set by the Public Works Department.

- A. Highway Department employees will be provided uniforms in accordance with the policies set by the Public Works Department effective July 1, 1990.
- B. Water Distribution employees will be provided uniforms in accordance with the policies set by the Public Works Department effective July 1, 1991.
- C. Employees who are provided uniforms shall wear the uniforms during all working hours. Uniforms shall not be worn during non-working hours, except when an employee is engaged in reasonable travel to and from work and shall not be worn in bars, restaurants, saloons, or other drinking establishments.
- D. The City will provide female specific uniforms for those who request them.
- E. The City will provide a total of three (3) jackets to each mechanic.

Article 32  
SUBCONTRACTING

32.1 The City and the Union agree that in any subcontracting proposal where the City anticipates eliminating the jobs for any members of the Union, the City shall give notice to the Union in anticipation of such action.

32.2 Any bargaining unit employee, whose job is eliminated because of subcontracting, shall be given due consideration for transfer to any vacancies which exist.

Article 33  
AMENDMENT

33.1 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.

33.2 This Agreement will remain in effect until June 30, 2029.

- 33.3 Should either party to this Agreement initiate negotiations as required by State Law, this Agreement shall be considered to have been automatically renewed for another year.
- 33.4 In no case shall a termination notice be sent less than thirty (30) days prior to the notice day for intent to bargain as set forth by State Law. Such notice shall be in writing.
- 33.5 To promote peace and harmony, meetings between the Union and the City shall be conducted in accordance with New Hampshire RSA 273-A.

#### Article 34 LIMITATIONS

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

#### Article 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 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 #1386A with copies of the job descriptions for their members, as well as job descriptions as they are revised.

Article 39  
STAND BY PAY FOR OFF-SITE MONITORING OF PORTSMOUTH WATER & WASTE  
WATER TREATMENT SYSTEM DURING NON-WORKING HOURS

1. These provisions are applicable only to Lift Station Operators, Water Treatment Plant (Madbury), and Wastewater Treatment Plants (Pease and Pierce Island).
2. All Operator Is and Operator IIS shall be trained on the use of the stand-by monitoring equipment.
3. Operator Is and Operator IIS desiring to work on the standby monitoring rotation shall sign up with the Chief Plant Operator or Lift Station Foreman (or current Supervisor). Management shall use the sign-up list for standby monitoring except in cases of emergency. If the number of people on the list falls below 4, the union and management will meet to work out details for providing appropriate coverage for stand-by monitoring. It is understood that the Chief Plant Operator may be included in the stand-by monitoring rotation.
4. The sign-up list set forth in item #3 above shall be effective for six months at a time. The list will open each January 1, and each July 1. Employees choosing to come off the list shall give management notice by December 1 or June 1 as appropriate. Swaps will be allowed, with notice to the Chief Plant Operator and subject to his/her approval. The employee who performs the monitoring will be the employee who gets paid.
5. An employee required to be on stand-by to monitor and control the water and waste water systems during non-working hours will be compensated as follows:
  - A. \$3.50 per hour while on stand-by to monitor and control including responses to beeper alarms, computer trouble shooting, etc. and payable whether or not any alarms go off.



- B. When an employee who is on stand-by to monitor the system must come in to correct the problem, the employee will receive a three-hour minimum at overtime rate. [As opposed to a 4-hour emergency call-in set forth in the AFSCME Local #1386 Contracts, Article 27.1. Employees who are called in due to a fire will receive a 4-hour minimum at overtime rate.
  - C. It is understood that an employee who is on standby to monitor the system will not be paid for mileage or travel time if he/she must return to the plant to correct a problem.
  - D. It is understood the City will pay for the long distance phone calls to Water or Wastewater Treatment Plant computer when an employee is on stand-by monitoring.
6. The compensation system set forth in Section 5, #B, #C and #D above shall be subject to revision if necessary to efficiently deal with operating conditions. Such revisions would have to be negotiated although interim adjustments could be put into effect pending negotiations.

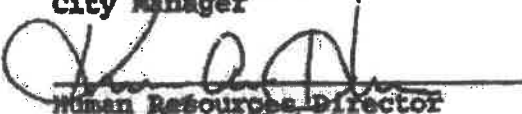
**SIGNATURES**

Executed this 21<sup>st</sup> Day of August, 2026.

City of Portsmouth  
New Hampshire



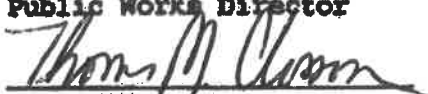
City Manager



Human Resources Director



Public Works Director

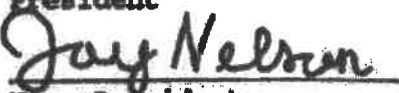


City Negotiator

American Federation of State,  
County, and Municipal Employees,  
Local # 1386



President



Vice President



AFSCME Staff Representative

Approved by the City of Portsmouth City Council: August 17, 2026