

MEMORANDUM

TO: The Honorable Portsmouth Town Council

FROM: Michael A. Ursillo, Labor Counsel

DATE: April 6, 2023

SUBJECT: DPW Contract

Please be advised that our office has been engaged in the recent negotiations over the Department of Public Works (“DPW”) contract over the last several months, which just recently concluded. The provisions listed herein will be reflected in a revised CBA that will be provided for your attention in the near future.

The highlights of the DPW contract are as follows:

1. A five-year contract with a three-thousand-dollar (\$3,000) base pay increase in the first year and a three percent (3%) raise in the first four years of the contract and a two and a half percent (2.5%) raise in the last year of the contract. A raise of at least 3% is standard in recent CBAs throughout the state, given the rate of inflation, and the bargaining unit originally requested a 4% raise in each year of the contract and a \$5,000 bonus.
2. The bargaining unit requested to be placed back in the defined benefit pension plan. The Town responded that was not a request that could be accommodated and the union eventually withdrew their request.
3. The parties agreed to alter the time of payment to the annual clothing and shoe allowance to first paycheck in the fiscal year.
4. The parties agreed that employee CDL requirement shall include airbrakes and not just automatic vehicles, which shall be a condition of employment.
5. The parties agreed to eliminate the requirement that an arbitrator hold arbitrations within 10 days of appointment, as this timeline is impractical for all parties.
6. Added Juneteenth to list of holidays to reflect recent changes in federal law.

7. Required 20-day advance vacation scheduling for vacations taken from 12/1 to 4/15, if the vacation is more than two days (using annual vacation time).
8. The parties amended the section regarding sick leave to clarify that falsifying sick leave is subject to disciplinary action, up to dismissal, clarify that sick leave is available for bodily injury, and clarify when a doctor's note is required.
9. Agreed that when sick leave is used for doctor's appointment, it will be discharged in 30-minute increments.
10. Clarify that unused compensatory time will be paid in the first paycheck in November.
11. Parties agree that employee uniforms must be free of commercial messages or brand logos.
12. Parties agree that paperwork requesting compensatory time in lieu of pay must be filled out completely and handed into the employer within 48 hours of the overtime worked.
13. The bargaining unit agreed to insert a provision that employees will contribute 0.25% of pay toward OPEB benefits. This provision reflects the current practice of OPEB contribution, which the bargaining unit originally sought to discontinue.

Based upon the good faith negotiations which took place, it is my recommendation that the Collective Bargaining Agreement, with these changes listed herein, should be ratified.

cc Richard A. Rainer, Jr., Town Administrator
Brian D. Woodhead, Director of Public Works
Lisa E. Puglia, Human Resources Director