

PORTSMOUTH SCHOOL BOARD PUBLIC MEETING FOR NOVEMBER 25, 2014

DONDERO ELEMENTARY

PORTSMOUTH, NH

DATE: TUESDAY, NOVEMBER 25, 2014

TIME: 7:00 PM [or thereafter]

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **INVOCATION**
- IV. **PLEDGE OF ALLEGIANCE**
- V. **PUBLIC COMMENT**
- VI. **SPECIAL PRESENTATION: RESPONSE TO INTERVENTION: SUCCESS AT DONDERO**
- VII. **SUPERINTENDENT'S REPORT**
 - a. ITEMS FOR INFORMATION
 - i. *BOARD & ADMINISTRATOR*, NOVEMBER 2014
 - ii. INVITATIONS TO PARTICIPATE IN PORTSMOUTH HIGH SCHOOL AND MIDDLE SCHOOL PRINCIPAL SEARCHES & TIMELINES
 - iii. SCHOOL FACILITIES CAPITAL IMPROVEMENT PLAN
 - b. CORRESPONDENCE
 - i. USDA LETTER OF CONGRATULATIONS TO ELEMENTARY SCHOOLS FOR BRONZE AWARD –USDA *HEALTHIER US* SCHOOL CHALLENGE
- VIII. **OLD BUSINESS**
 - a. WORKSHOP: LISTER ACADEMY SUSTAINABILITY
 - b. WORKSHOP SESSION: DISCUSSION OF FY 2016 BUDGET GOALS
- IX. **NEW BUSINESS**
 - a. CONSIDERATION AND APPROVAL OF TENTATIVE AGREEMENT WITH SCHOOL CUSTODIANS, AFSCME, LOCAL #1386
 - b. CONSIDERATION AND APPROVAL OF TENTATIVE AGREEMENT WITH PORTSMOUTH PARAPROFESSIONAL ASSOCIATION
 - c. CONSIDERATION AND APPROVAL OF EXTENDING PRIMEX PROPERTY AND LIABILITY INSURANCE THROUGH FY 2017.
- X. **COMMITTEE UPDATES**
- XI. **FUTURE AGENDA ITEMS**
 - a. WORKSHOP ON LATER START AT SECONDARY LEVEL, DECEMBER 9
 - b. FY 16 BUDGET PRESENTATION: JANUARY 13, 2015
- XII. **ADJOURNMENT**

Copy to SB Agenda
11/25/14

INVITATION TO PARTICIPATE IN PORTSMOUTH HIGH SCHOOL PRINCIPAL SEARCH

The Portsmouth School District invites your participation, as either an employee, parent/guardian or student, as it undertakes a search to fill the vacancy of Portsmouth High School Principal. There are three ways you can participate.

1. Complete, prior to January 30th a survey found online:
<https://www.surveymonkey.com/s/CPJMBKJ>

This will help us assemble a leadership profile of the characteristics and attributes you believe are important for the principal to possess. Survey results will be compiled and shared with the Screening/Interview Committee at their first meeting, and publicly shared with the Portsmouth School Board on February 10th.

2. Participate on the Screening / Interview Committee. This 14-member committee will be lead by Assistant Superintendent Zdravec and will be responsible for screening and interviewing candidates and selecting the finalists. We expect to have seven (7) staff members (3 classroom teachers, 1 guidance, 1 PHS admin, 1 clerical, 1 support staff), two (2) board members (1 SAU 50, 1 SAU 52), two (2) parents (1 SAU 50, 1 SAU 52), and two (2) students. All interested parties are asked to send an email expressing interest to the Superintendent of Schools no later than Friday, January 30th (emcdonough@portsmouth.k12.nh.us). It is important that you be able to commit to the timeline listed below.

Timeline and Key Dates for Screening / Interview Committee

Monday, February 9th Initial Screen / Interview Committee Meeting, 3:30 pm, School Board Conference Room (City Hall)

Wednesday, February 18th Screen / Interview Committee Meeting, 3:30 pm, School Board Conference Room (City Hall) to select candidates

Monday, March 2nd – Wednesday, March 4th Candidate Interviews and selection of finalists, 1:30 PM – 5:30 PM

3. Attend forums in order to meet the finalists and submit feedback on March 9th – 10th.

We encourage your participation in the process. We hope you will find time to complete the survey and mark your calendar to attend the forums on March 9th – 10th. If you can make the commitment to dates listed above, we hope you will express interest in joining the Screening / Interview Committee.

**INVITATION TO PARTICIPATE IN
PORTSMOUTH MIDDLE SCHOOL
PRINCIPAL SEARCH**

The Portsmouth School District invites your participation, as an employee, parent/guardian or student, as it undertakes a search to fill the vacancy of Portsmouth Middle School Principal. There are three ways you can participate.

1. Complete, prior to February 6th a survey found online:
<https://www.surveymonkey.com/s/QKGF6X6>

This will help us assemble a leadership profile of the characteristics and attributes you believe are important for the principal to possess. Survey results will be compiled and shared with the Screening/Interview Committee at their first meeting, and publicly shared with the Portsmouth School Board on February 10th.

2. Participate on the Screening / Interview Committee. This 10 member committee will be lead by Pupil Services Director Simons and will be responsible for screening and interviewing candidates and selecting the finalists. We expect to have six (6) staff members (4 classroom teachers, 1 clerical, 1 support staff), one (1) board member, two (2) parents, and two (2) students. All interested parties are asked to send an email expressing interest to the Superintendent of Schools no later than Friday, February 6th (emcdonough@portsmouth.k12.nh.us). It is important that you be able to commit to the timeline listed below.

Timeline and Key Dates for Screening / Interview Committee

Monday, February 16th Initial Screen / Interview Committee Meeting, 3:30 pm, School Board Conference Room (City Hall)

Wednesday, March 4th Screen / Interview Committee Meeting, 3:30 pm, School Board Conference Room (City Hall) to select candidates

Monday, March 9th – Wednesday, March 11th Candidate Interviews and selection of finalists, 1:30 PM – 5:30 PM

3. Attend forums scheduled for late afternoon in order to meet the finalists and submit feedback on March 16th – 17th.

We encourage your participation in the process. We hope you will find time to complete the survey and mark your calendar to attend the forums on March 16th – 17th. If you can make the commitment to dates listed above, we hope you will express interest in joining the Screening / Interview Committee.

PHS PRINCIPAL SEARCH TIMELINE

Monday, December 15: Position Posted

Monday, January 12: Leadership Profile Survey -Invitation to Participate

Friday, February 6: Deadline for Applications

Monday, February 9: Initial Screening/Interview Committee Meeting

Wednesday, February 18: Screen/Interview Committee - Candidate Selection

Monday- Wednesday, March 2-4: Candidate Interviews

Thursday, March 5: Finalist Selection

Monday, March 9: Finalist Site Visits / Interview with Superintendent

Tuesday, March 10: Finalist Site Visits / Interview with Superintendent

Week of March 16: Possible Reverse Site Visits

March 24: Successful Candidate Presented to School Board

PMS PRINCIPAL SEARCH TIMELINE

Monday, December 15: Position Posted

Tuesday, January 20: Leadership Survey – Invite to Participate

Friday, February 6: Deadline for Applications

Monday, February 16: Initial Screen / Interview Meeting

Wednesday, March 4: Screen/ Interview – Candidate Selection

Monday – Wednesday, March 9-11: Candidate Interviews

Thursday, March 12: Finalist Selection

Monday, March 16: Finalist Site Visits / Interview w/ Supt.

Tuesday, March 17: Finalist Site Visits / Interview w/ Supt.

Thursday, March 19: Possible Reverse Site Visit

March 24: Successful Candidate Presented to School board

BI-SD-06: SCHOOL FACILITIES CAPITAL IMPROVEMENTS

Department: School Department

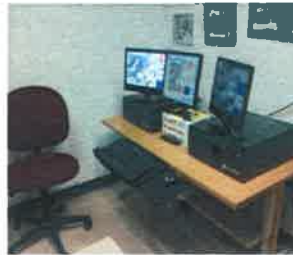
Project Location: District Wide

Project Type: Rehabilitation of existing facilities.

Description: The Portsmouth School Department has maintenance responsibilities for seven buildings with over 600,000 square feet of space. The tri-annual appropriation will be used for building improvement projects such as, roof, windows, and boiler replacement and improvements to security and climate control system infrastructure.

Justification: Alleviates substandard conditions or deficiencies.

Please see the following page for detailed projects.



		FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	Totals 16-21	6 PYs Funding	Totals
GF	0%							\$0		\$0
Fed/State	0%							\$0		\$0
Bond/Lease	100%	\$500,000			\$500,000			\$1,000,000	\$1,000,000	\$2,000,000
Other	0%							\$0		\$0
Revenues	0%							\$0		\$0
PPP	0%							\$0		\$0
Totals		\$500,000	\$0	\$0	\$500,000	\$0	\$0	\$1,000,000	\$1,000,000	\$2,000,000
Commence FY:	On-Going	Quarter:	1st	Priority:	I	Impact On Operating Budget:	Negligible			

BI-SD-06: SCHOOL FACILITIES CAPITAL IMPROVEMENTS

Fiscal Years 2016-18

<u>Facility</u>	<u>Improvement</u>	<u>Estimated Cost</u>	<u>Total Facility</u>
District Wide	Roof Replacement not completed in 2012	\$250,000	\$250,000
Elementary	Repairs to Elementary Playgrounds and	\$125,000	\$125,000
High School	Auditorium Lighting Controls	\$50,000	\$125,000
	Security and Climate controls system.	\$75,000	
TOTAL IMPROVEMENTS			\$500,000

BI-SD-07: ELEMENTARY SCHOOLS UPGRADE

Department: School Department

Project Location: Elementary Schools

Project Type: Rehabilitation of an existing facility.

Description:

Little Harbour, Dondero and New Franklin Elementary Schools are all over thirty years old and comprise 130,000 sq.ft. of educational space. While these buildings are currently in reasonably good condition, they are reaching the end of their original operating life cycle. Although structurally sound, the mechanical, environmental and educational delivery systems are becoming outdated. **Per the State Fire Marshal's Office, Little Harbour Elementary School must complete the automatic sprinkler system by 2017.**

Justification: Alleviates substandard conditions and deficiencies, Improves quality of existing services and reduces long term operating costs.



		FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	Totals 16-21	6 PY's Funding	Totals
GF	0%							\$0	\$50,000	\$50,000
Fed/State	0%							\$0	\$0	\$0
Bond/Lease	100%	\$5,000,000	\$5,000,000	\$10,000,000				\$20,000,000	\$0	\$20,000,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
	Totals	\$5,000,000	\$5,000,000	\$10,000,000	\$0	\$0	\$0	\$20,000,000	\$50,000	\$20,050,000
Commence FY:	2018	Quarter:	1st	Priority:	I	Impact On Operating Budget:	Minimal			



SB
11/25/14

NOV 14 2014

**United States
Department of
Agriculture**

Food and
Nutrition
Service

Northeast Region

10 Causeway St.
Room 501
Boston, MA 02222

Edward McDonough
Superintendent of Schools
Portsmouth School Department
1 Junkins Avenue
Portsmouth, NH 03801

Dear Superintendent McDonough:

It gives me great pleasure to inform you that your district's elementary schools; Dondero Elementary School, New Franklin Elementary School and Little Harbour Elementary School have been awarded the USDA *HealthierUS* School Challenge (HUSSC) Bronze award.

The HUSSC awards are a way to recognize schools that have created healthier school environments through improvements in the quality of food while providing both nutrition and physical education to promote healthy lifestyles. The HUSSC is a key component in Michelle Obama's "Let's Move!" campaign and has also helped schools implement meal pattern changes developed by USDA. You join a select group of only about 7% of schools throughout America that are certified as HUSSC schools. In recognition of your accomplishment, the State Department of Education will be sending you a HUSSC banner and plaque for each school. In addition, you will receive \$1,500 for the school food service account.

Please express my congratulations to Food Service Director Deborah Riso and her staff, as well as to the administration at the Dondero Elementary School, Franklin Elementary School and Little Harbour Elementary School for their great initiative and hard work!

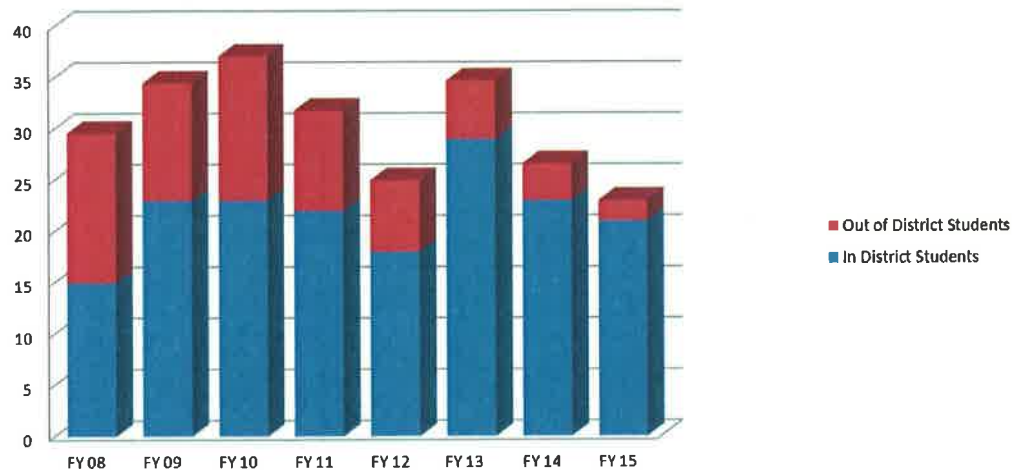
Sincerely,

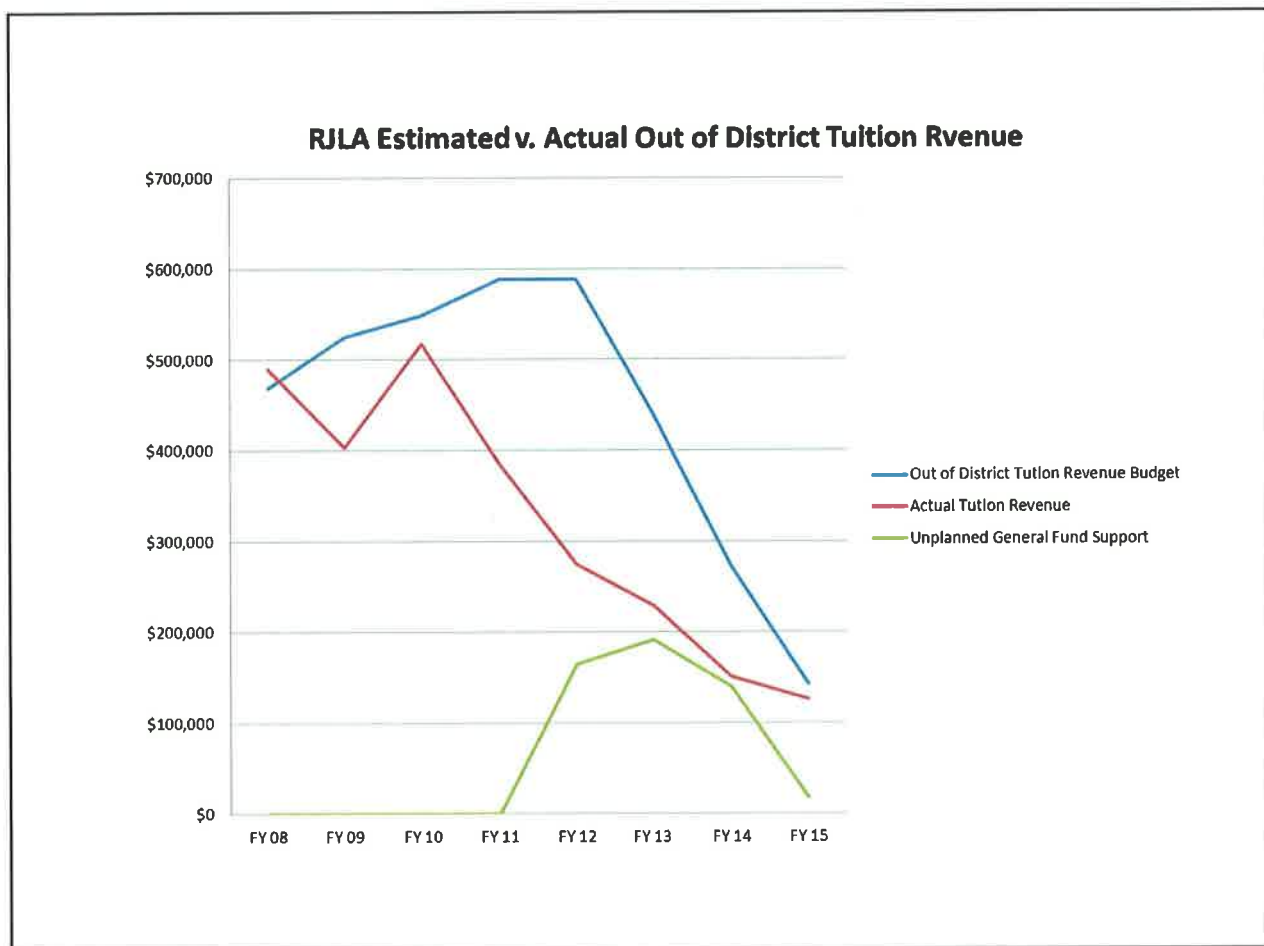
Kurt Messner
Acting Regional Administrator
Northeast Region

cc:

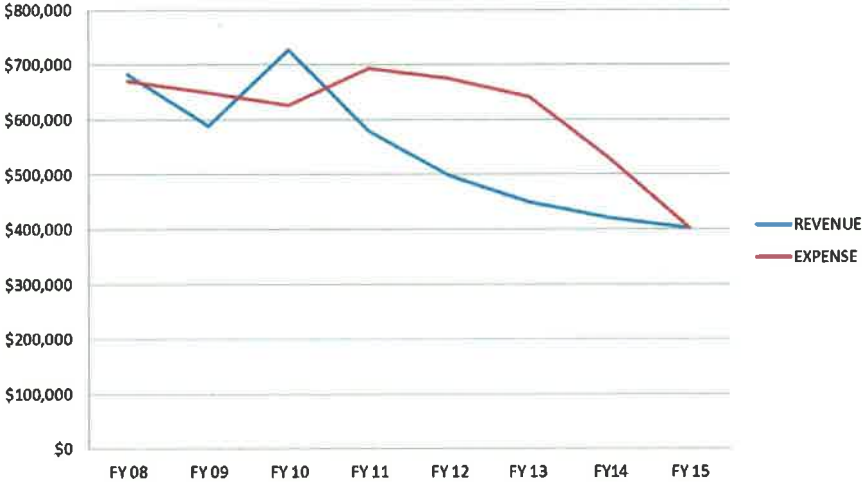
Deborah Riso (Portsmouth School Department School Nutrition Director)
Kate Callahan (Dondero Elementary School Principal)
George Shea (New Franklin Elementary School Principal)
Charles Grossman (Little Harbour Elementary School Principal)

RJLA Student Census





RJLA Total Revenue v. Total Expense Before Unplanned General Fund Support



*Original from
Diana*

WORKING AGREEMENT

BETWEEN

**THE PORTSMOUTH SCHOOL BOARD
PORTSMOUTH, NEW HAMPSHIRE**

&

PORTSMOUTH MUNICIPAL EMPLOYEES, LOCAL #1386

OF THE

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES,**

COUNCIL 93, AFL-CIO

SCHOOL CUSTODIAL

July 1, 201408 – June 30, 20174

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WORKING AGREEMENT

By this Agreement the School Board, School Administration Unit No. 52, City of Portsmouth, N.H., hereinafter called the Board, and Local #1386 of the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO, hereinafter called the Union, representing all employees covered by this Agreement who are employees of the Portsmouth School District, do hereby reach agreement.

WITNESSETH

Whereas the Union established itself as the exclusive representative of the custodial employees of the Portsmouth School Board who are members of the unit and on regular active duty for the Board and enrolled on the Board's payroll, now, therefore, the parties hereto contract and agree with each other as a result of collective bargaining as follows.

1. Recognition

Whenever used in the Agreement, the word "employee(s)" refers to a person or persons actively and regularly engaged in School Board work or enrolled on the regular payroll of the School Board of the City of Portsmouth, N.H. The Board hereby recognized that the Union is the sole and exclusive representative of the certified AFSCME unit. The Board agrees that it will not discriminate against, intimidate, or coerce employees in the exercise of their rights to bargain collectively through the Union because of their membership therein or their activities on behalf of the Union in accordance with the provisions of Chapter 273-A;5:A, B, C & D (PELRB).

2. Exclusive Representative

The Board hereby recognizes that the Union is the sole and exclusive representative of the permanent employees of the School Board who are members of the unit for the purpose of bargaining with respect to wages, hours of work and working conditions in accordance with the provisions of Chapter 273-A (PELRB). The Union unreservedly accepts and recognizes the necessity of the School Board to operate within the budget.

3. Bargaining with Individual Employees

The School Board agrees for itself and any of its authorized agents that it will not bargain with an individual employee on matters pertaining to wages, hours or work, working conditions, and transfers or promotions in accordance with the provisions of Chapter 273-A (PELRB). The Union agrees for itself and its members that no member individually will bargain with the School Board or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, and transfers or promotions.

4. Management's Rights

It is understood that the School Board shall have the exclusive control of its operation. Nothing in this agreement shall be deemed to limit the School Board in anyway in the exercise of the regular and customary functions of management, including 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.

5. Union Rights

It shall be the right of the Union to present and process grievances for its members whose wages, working conditions or status of employment are changed as a result of management's exercising the above mentioned rights, whenever such grievances exist in accordance with the provisions of Chapter 273-1:XII (PELRB).

6. Job Description

It is understood that the School Board will have exclusive control of the writing of new job descriptions. Changes in existing job descriptions must be agreed to by both the School Board and the Union.

7. Dues Deduction

Upon the presentation of a signed authorization card by the employee to the Superintendent, the School Board agrees to deduct official dues or representative fees of said Union from the wages of each employee covered by this agreement and pay the total amount of dues collected to AFSCME Council, 93, 8 Beacon Street, Boston, MA 02108, once a month, along with a statement indicating who has paid dues. If employees have no check coming to them, or if their checks are not large enough to satisfy the dues, then no deduction will be made for them. In no case will the School Board attempt to collect fines or assessments for the Union beyond the regular dues.

The Union will keep the School Board informed of the correct name and address of the Treasurer and Stewards of Local #1386, AFSCME.

8. Union Security

It is recognized that the negotiations for and administration of the Agreement entail expenses, which appropriately should be shared by all employees who are beneficiaries of this Agreement. To this end, if an employee in the bargaining unit does not join the Union, such employee will as a condition of employment by the Board execute an authorization for the deduction of a "representative fee" which shall be a sum equivalent to the membership dues and assessments required to be paid by members of the Union, which sum shall be retained for a scholarship fund. The School Board agrees to forward said representation fee along with a list indicating who has paid said fee, to the Treasurer of AFSCME Local #1386. Award will be made to a graduating senior at Portsmouth High School who has matriculated in the Vocational Education Program. The Committee to award the scholarship shall be made up of two members of the Union, and one member of the "representation fee" group, and the scholarship shall be given in the name of AFSCME.

9. Probation Period

Whenever the Board hires new employees, these employees shall serve a probationary period. This period will be no less than ninety (90) calendar days, but may be extended up to one hundred eighty (180) calendar days. Extension of these days must be made by the Facilities Director to the Business Administrator. During this period the employee shall be granted full coverage of the following benefits to which he/she is entitled, as soon as possible from his/her date of hire, carrier permitting.

*Health Insurance	*Dental Insurance
Sick Days	<u>Holidays</u>
Bereavement Leave	

Holidays

*Carrier requires a two week lead time prior to the first of the month. All other contract provisions and benefits shall be given to the employee upon completion of the probationary period. Whenever re-employments or recalls are made beyond a two year period, the individual shall reserve a probationary period required of new employees. It is understood that probationary employees are employees at will and may be discharged with or without cause.

10. Holidays

Regular, full-time employees shall be paid the following legal holidays. Should a holiday fall on a Sunday, it will be celebrated on Monday. Should a holiday fall on a Saturday, the preceding Friday will be considered the holiday. All regular, full-time employees shall be paid for this day. The following shall be designated as holidays.

Independence day	* ½ day before Christmas
Labor Day	Christmas Day
Veterans' Day	Day after Christmas Day
½ day before Thanksgiving	Day before New Year's Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day
**Martin L. King Day	**Columbus Day

*The School Board agrees to grant a one-half (½) day before Thanksgiving Day and Christmas Day when the School Department is in session one-half (½) day before Thanksgiving Day and Christmas Day.

**Provided it is not a regular school day.

11. Holiday Pay

All hours worked on a holiday shall be at the rate of time and one-half (1 ½) over and above regular hours paid for the holiday. 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 sick leave supported by a doctor's note.

12. Holiday Pay/Overtime

All hours paid on a holiday shall be counted as hours worked when computing overtime.

13. Holiday Pay/While on Leave

If a holiday occurs while an employee is on paid leave, the employee shall be granted an extra day. This day may be taken at any time during the year with sufficient notice, subject to the approval of the Facilities Director copies sent to Personnel.

14. Vacations

All full-time employees shall receive a paid vacation. Length of service on the chart below will be measured as of the July 1 prior to the employee's actual date of hire. For example, an employee whose first day of work for the District was September 20, 1998 will be deemed to have completed six years of service for vacation purposes on July 1, 2004. District seniority within the building

shall be the determining factor in selection of vacation time. Vacation pay will be based on an employee's regular rate of pay using the following schedule.

	<u>Current Employees</u>	<u>Employees hired after 12/22/2014</u>
After 6 Months	5 days	<u>After 6 Months</u> 5 days
1 Year – 5 Years	10 days	<u>1 Year – 5 Years–</u> 10
<u>days</u>		
6 Years – 10 Years	15 days	<u>6 Years – 10 Years</u> 15
<u>days</u>		
11 Years – 15 Years	20 days	<u>11 Years – 15 Years</u> 20
<u>days</u>		
16 Years – 24 Years	25 days	<u>16 years and beyond = 25 days</u>
25 Years and Beyond	30 days	

All paid vacation leave taken shall not be counted as hours worked when computing overtime.

15. Vacation Accumulation

No employee shall be permitted to accrue in excess of 1.5 times his annual earned vacation.

16. Vacation Notification

Vacation may be taken at any time during the year with sufficient notice subject to the approval of the Facilities Director.

The School Board agrees to notify each employee, in writing, of accumulated vacation leave days once a year in the month of July.

18. Vacation/Termination

Upon his/her termination of employment, the School Board shall pay to the employee an amount equal to one hundred percent (100%) of vacation leave earned prior to the date of termination of employment. Upon the death of an employee while in the employment of the School Board, the School Board shall pay to that employee's estate an amount equal to one hundred percent (100%) of earned vacation leave.

19. Changing Vacation to Sick Leave

Employees who are on paid vacation who are hospitalized for injury or illness may have their vacation time changed to sick leave.

20. Transfers and Postings

The School Board reserves the right and shall have the right to make transfers primarily on the basis of ability, performance, attitude, and appearance but shall be governed by seniority when equal qualifications are present.

All employees who are successful candidates for a vacancy or new job will be given a reasonable opportunity to learn that job.

When a question arises as to the proper person having been chosen to fill any job and it cannot be resolved, it will be settled by using the grievance procedure.

All unit vacancies and new jobs that are to be filled shall be posted no later than five (5) days after the School Board has met in regular session after said vacancies or new jobs have occurred.

Custodial Supervisors will keep custodians who are supervised by them informed of any openings or transfers that occur in the Portsmouth School Department.

These vacancies and new jobs shall be posted for five (5) working days in each school to allow employees the opportunity to apply for said position. When a vacancy, as determined by the Superintendent of Schools or a designee occurs, the position will be filled as soon as practicable. After the position is awarded, the name of the person who has been awarded the position shall be posted for five (5) working days. Any candidate who has applied for the posted position may, in writing, request a meeting with the Facilities Director and Personnel Director to discuss the reason(s) why he/she was not selected. Said meeting should take place no later than five (5) days after the written request has been requested.

The Vice-President and Shop Steward shall receive copies of all unit vacancies and new jobs. If vacancies or new jobs are not to be filled or cannot be filled, the School Board shall notify the Vice-President and the Shop Steward no later than thirty-five (35) work days after the position was posted or if the School Board, prior to posting, decides not to fill said vacancy or new position.

Job Elimination - It is understood that an employee may not bump an employee in a higher job category.

21. Job Posting

Job posting shall include job specifications, job location, shift and hours, if the job is permanent with a permanent rating. All postings are to be dated, indicating month, day and year.

The above procedure shall be followed in all vacancies whether temporary or permanent.

The School Board agrees that within ten (10) working days of the expiration of the posting period, the name of the successful applicant shall be posted in all of the schools including the following information: Job Location, Shift/hours, the month, day and year of the award.

After an award has been made concerning new jobs and vacancies, the name of the person, job location, shift, and/or hours shall be posted for five (5) working days. This also applies when the School Board goes outside to fill the above-mentioned jobs.

22. Non-Selection

Employees who apply for new jobs, promotions, transfers and vacancies who are not selected may request a meeting with the Facilities Director and Personnel Director in writing to discuss reasons for the non-selection. Said meeting shall be held within five (5) working days.

23. Management Positions

Vacancies in management positions shall be posted in each school to allow employees the opportunity to notify the School Board of their interest in the position.

24. Disciplinary Procedures

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

All suspensions and discharges must be in writing with reasons stated and a copy given to the employee and the Vice-President and the Shop Stewards at the time of suspension or discharge.

Custodians may be transferred for cause or when it is determined to be in the best interest of the district. The employee being transferred would replace the least senior person in the school that the custodian is being transferred to. The employee being bumped shall be put in the position vacated because of the transfer.

Disciplinary action shall follow this order:

- A. Verbal warning
- B. Written warning
- C. Suspension without pay (five (5) days maximum)
- D. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. An employee may be suspended or discharged without written or verbal warning for the following reasons:

- (a) Misconduct during employment
- (b) Incompetency or inefficiency
- (c) Failure to perform assigned duties
- (d) Disobedience to his superior
- (e) Failure to observe rules and regulations
- (f) Incompatibility with other employees
- (g) Unauthorized absence from duty
- (h) Being under the influence of liquor or illegal drugs while on duty
- (i) Drinking intoxicating beverages and using illegal drugs on duty
- (j) Falsifying sickness or any other cause of absence

25. Just Cause

No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.

26. Written Reprimand

Written reprimands will remain in the employee's personnel file. However, after two (2) years, will not be considered as basis for future discipline.

27. Suspension Notices

Suspensions will remain in the employee's personnel file. However, after three (3) years, will not be considered as basis for future discipline.

28. Seniority

An employee's seniority shall commence with his/her date of hire and shall continue for as long as he/she is employed as a custodian. An employee shall not forfeit seniority for absences caused by the following:

- (a) Illness resulting in total/temporary disability due to his/her regular work with the School Board, certified by an affidavit from the worker's compensation carrier.
- (b) Illness not the result of misconduct resulting in total/temporary disability certified by a physician.
- (c) Duty with the Armed Forces.

The School Department will post a seniority list on January 1st of each year.

29. Layoffs, Vacations and Overtime

Seniority alone shall be the determining factor in layoffs, vacations and overtime. A three (3) week notice by certified mail shall be sent to any employee to be laid off. Copies to be sent to the Union.

30. Seniority/Definition

Seniority shall be defined as having priority over or being given preference because of continuous years of employment as a custodian. In no case will seniority be forfeited or accrued while on layoff or approved leaves of absence as a Custodian.

31. Seniority List/Tie Breaker

The preparation and maintenance of the seniority list shall be the responsibility of the school district and is to be made part of this agreement as APPENDIX E. In the event two or more employees have the same date of hire, the earlier date of application shall prevail to determine seniority on the seniority list.

Once a year in the month of July the School Board shall provide the Unit Vice-President and Shop Steward with an updated seniority list. Upon (acceptance) by the Union, said seniority list shall be attached to this agreement as Appendix E.

32. Seniority/Forfeited

Seniority is forfeited by voluntary resignation, discharge for just cause and retirement.

33. Re-employment List

The person with the most seniority will be hired back first. All employees who have been laid off will be kept on a re-employment list. Qualified and available permanent employees shall be reinstated before new employees are hired. (However see limitation in Section 35 for employees hired after January 1, 1990).

Leaves

34. Sick Leave Days/Accumulation

Sick leave without loss of pay or fringe benefits shall be computed at the rate of (1.083) days per month or thirteen (13) days per year and may be accumulated without limitation. Employees hired after 12/22/2014 will earn 1 day per month, or 12 days per year. For employees hired after 1/1/90 accumulation to be limited to one hundred fifty (150) days. It will be credited to an employee's record only after earned.

35. Sick Leave/Pay Back

The School Board agrees to pay sixty percent (60%) of the accumulated sick days (in a cash payment at their present per diem rate) to any employee who terminates employment with District provided the employee has been employed in the system for ten (10) or more years, the only exception being if an employee is discharged for just cause. In all cases, prior notice of termination or retirement must be given a year in advance of that termination or retirement.

For employees hired after January 1, 1990, accumulation is limited to one hundred and fifty (150) days for both accumulation and buy back purposes with a buy back percentage at sixty percent (60%).

Employees hired after July 1, 1996 shall not receive any sick leave payout upon termination, retirement, layoff, or death.

Upon the death of an employee while an employee of the School Board, the School Board shall pay to his/her estate an amount equal to one-hundred percent (100%) of his/her accumulated sick leave in a cash payment at his/her present per diem rate. This payment shall be made within 60 days of death.

36. Sick Leave Pay Back/Reduction In Force

Should a reduction in force occur, the Portsmouth School Board agrees that employees affected who were hired prior to July 1, 1996, will be paid sixty percent (60%) of their accumulated sick days, after a similar vested interest as required by the NH State Retirement Law (ten (10) years) in a cash payment at their RIF rate of pay after being on re-call list for two years. The employees affected must remain on the re-employment list for the full duration and not be recalled.

37. Sick Leave/Notification

The School Board agrees to notify each employee in writing of accumulated sick leave days once a year in the month of July.

38. Sick Leave/Overtime

All paid sick leave taken shall not be counted as hours worked when computing overtime.

39. Sick Leave/Medical or Dental

Sick leave shall be used for medical or dental appointments during working hours. Employees shall be charged for actual time absent.

40. Sick Leave/Call In

All employees shall call in at least ~~one~~ two (2) hours prior to shift starting time if they are taking a sick day. This does not apply in cases of emergency.

41. Sick Leave/Use

Sick leave shall be used for self or up to fifteen (15) days per year may be used when imperative to care for a member of the employee's immediate household. Immediate family shall include spouse, child or parent. This may be extended under extenuating circumstances by the Superintendent of Schools.

42. Bereavement Leave

In addition to sick leave, bereavement leave will be granted, as follows:

Up to three (3) days

brother-in-law
sister-in-law
grandparents
Aunt or uncle
Niece or nephew
blood relative or ward residing in the same household

Up to five (5) days

parents
sister
brother
parent-in-laws

Up to seven (7) days

husband or wife
children
Civil Union

Extensions may be granted by application and approval of the Superintendent.

43. Personal Days

All employees shall be entitled to four (4) non-accumulative personal days per year. All paid personal leave taken will be counted as hours worked when computing overtime.

44. Personal/Sick Days Conversion

The Portsmouth School Board will provide one (1) day of additional pay, at the custodian's present rate of pay, to any custodian who has used NO SICK OR PERSONAL DAYS during the full school year. Permission to use these days is subject to the approval of the FACILITIES DIRECTOR twenty-four (24) hours prior to taking, except in the case of an emergency.

45. National Guard/Armed Reserves Leave

An employee called to serve a training tour of duty or for emergency (floods, hurricanes, riots, etc, or upon the call of the Governor of the State of New Hampshire) with the National Guard or Armed Reserves will suffer no loss of pay or fringe benefits and will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Reimbursement under this section shall not exceed four (4) weeks per employee per year.

46. Civil Leave for Juror or Witness Service

Employees who are subpoenaed as witnesses in a civil or criminal case, or who are called for service on a jury, will be granted paid leave for the period of time they are unable to report to work. The employee shall transmit any monies received from such assignment, other than those paid for personal expenses (e.g., travel) to the School Board.

All time spent while serving on jury duty shall not be counted as hours worked.

48. Leaves of Absence

A leave of absence may be granted without pay or benefit, with the written approval of the Superintendent and the School Board after an employee has been employed for at least three years.

49. Leave of Absence/Unit Vice-President

When an employee is elected Vice-President of Local #1386 and has to do work which involves being away from his/her work with the School Board, that employee shall, at the written request of the Union, no less than fifteen (15) days in advance, be granted a leave of absence up to a maximum of three (3) work days per year with full benefits and no loss of seniority or other benefits. The Vice-President may be granted up to eight (8) additional hours of leave if requested in writing, no less than fifteen (15) days in advance, and approval by the FACILITIES DIRECTOR, a copy sent to Personnel.

50. Leave of Absence/Conventions

Employees elected as delegates to either the AFSCME International Convention, New Hampshire Employees' Council #93 Convention, or the New Hampshire State Labor Council Convention shall be allowed a leave of absence with no loss of pay not to exceed one working day per year, if requested in writing no less than fifteen (15) days in advance. This leave of absence shall be granted to only one union employee to attend the above-mentioned conference.

51. Management-Labor Meetings

Officers and members of Local #1386 shall be allowed to meet with the School Board representatives whenever necessary to carry out the contents and purpose of this Agreement and shall suffer no loss in pay or benefits in attending such meetings as provided in Chapter 273-A:11 - PELRB.

52. Leave of Absence/Maternity/Adoption Leave

Upon application of the employee to the Superintendent of Schools, a maternity leave of absence shall be granted to permanent female employees, without pay or benefits, for a period not to exceed two (2) years.

Upon application of the employee to the Superintendent of Schools, a female employee adopting a minor shall be granted a leave of absence. This leave is without pay or benefits and shall not

exceed two (2) years. This leave shall commence upon the de facto custody of the said child or up to two (2) months earlier if necessary to fulfill the requirements of adoption.

An employee upon returning from the above leaves shall be offered a similar category of employment.

All benefits to which an employee was entitled to at the time of the approved maternity leave shall be restored to him or her upon returning to work.

Family Medical Leave Act

The parties agree that the provisions of the Family Medical Leave Act of 1993 shall apply to all bargaining unit members. The Family Medical Leave Act gives employees the right to take time away from work in the event of certain illness or injuries to the employee and/or to care for family members as defined by the Act.

EXAMPLES:

- A. To care for newborns or recently adopted children
- B. To care for a foster child
- C. To take time off for employees own serious health problems.
- D. To care for a spouse, parent or child with a serious health problem.

The parties recognize that the School Board in due course will adopt a policy implementing procedures for complying the FMLA.

53. Consultation

In the interest of fostering ongoing communication, representatives of the Union shall meet with the School Superintendent or a designee appointed by the Superintendent of Schools when requested but not too exceed more than once a month to discuss matters of concern of both the Union and the School District.

Hours of Work

54. Normal Work Week

The normal work week shall consist of any five consecutive days, Monday through Saturday. The normal work day shall consist of any eight consecutive hours within a 24 hour period, exclusive of 1/2 an hour for lunch period for the day shift and 1/2 an hour for the night shift employees.

55. Work Schedule Change

In the event that it is necessary to change the work schedule in effect, it may be changed provided two (2) weeks' notice is given in advance to those employees affected, stating the duration of the change. This shall not apply in an emergency situation. Any changes not covered by this section, hereof, shall be by agreement of the parties.

56. Compensatory Time

All employees will be paid for all hours worked according to the applicable rate set by this agreement. Compensatory time shall be granted by mutual agreement at the applicable rate. However, this compensatory time must be taken within the same pay period.

57. Hours (Work Shifts - Posting)

Hours of work and work shifts shall be posted on the bulletin boards at each of the schools, once a year in the month of July. (See Appendix).

58. Evaluations

Each year by April 1, all custodians will be evaluated by their immediate supervisor after which all employees shall have a conference. All employees covered by this agreement shall have a conference with their supervisors to explain their evaluations. After that conference, both the employee and the supervisor are to initial the evaluation and, if it is desired, either may at that time indicate and attach any substantial agreement or disagreement with that which is written. Such initials shall indicate only that the evaluation has been read and in no way indicates agreement. Upon notice, employees shall have the right to review and reproduce material in their personnel files.

59. No Strike Clause

There shall be no strikes of any kind, stoppage of work, slowdowns or any kind of interference with or interruptions of the School Board's business by the Union or its members. There shall be no lockout, partial or total, by the School Board, as provided in Chapter 273-A:3 (PELRB).

60. Stability of Agreement

Should any article, section, portion thereof of this Agreement be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

61. Work Breaks

Coffee breaks or other similar breaks shall be granted to all employees covered by this agreement for a fifteen (15) minute period during each four consecutive hours of work.

62. Overtime

All employees shall receive time and a half for all hours worked over forty in any one week.

Employees who are requested to work for non-school related work (non-school related work is when the school department will receive reimbursement from another party for the custodian's hours) will be paid at time and one half their regular hourly rate of pay.

63. Overtime/Supervisors

Custodial Supervisors will not be eligible for custodial overtime until all eligible custodians covered by this agreement are given an opportunity to work such overtime in the building where the overtime occurs.

64. Overtime/Double Time

Employees who are requested to work on Sundays for non-school related work (non-school related work is when the school department will receive reimbursement from another party for the custodians' hours) shall be paid two times their regular hourly rate of pay.

65. Overtime/Avoid Payment of

The SAU agrees that the employee's normal work day or normal work week shall not be interrupted to avoid payment of overtime.

66. Procedure for Overtime

All employees will be considered equally for overtime.

Overtime will be offered to custodians in the building where the overtime occurs through the process of most senior to least senior employees (temporary and probationary employees will be included after the least senior employee).

Should all building employees where the overtime occurs decline overtime, the least senior employee will be required to take the overtime; on a rotating basis.

The Union shall provide the Portsmouth School Board with a list of employees willing to perform overtime in school other than those they are currently assigned to. Such employees may be used in overtime situations at the assigning supervisors discretion, but outside employees shall not be assigned overtime until all employees in the building where the overtime occurs have declined such assignment.

The provision of this Article will not prevent management from responding outside of its provisions in an emergency.

For the purpose of the agreement, an emergency shall be defined as an unexpected event or happening.

67. Substitutes

The School Department will attempt to establish and maintain a list of qualified substitute custodians as well as a list of employees desiring work beyond their regular schedules. For purposes of this provision, a substitute will mean a temporary replacement for a regular employee. Substitutes may be used for absences of one or more days. A reasonable effort will be made to find substitutes to replace members of the bargaining unit who are out of work for four (4) or more consecutive work days.

68. Call-In Time

Employees who are called in to work outside their regularly scheduled working hours shall be paid a minimum of three (3) hours at time and one-half their regular hourly rate.

69. Safety

The School Board shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the School Board and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members who are employees of the School Board will comply with the School Board's rules and regulations relating to safety, economy, and efficiency of services to the School Board and to the public.

70. Proper Care

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

71. Personnel File

Employees may make copies of any and all material placed in their personnel file. A forty-eight (48) hour notice by the employee is required. No written material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement.

No information contained in the personnel file of an employee will be released to an outside person or agency without prior approval of the employee, except to verify employment, duration of employment and confirmation of wages. Any documents to be placed in a custodian's personnel file shall be photocopied and sent to the custodian the same time they are placed in the personnel file. No document may be used against an individual if a copy has not been given to the individual.

72. Clothing Allowance/Shoe Allowance

Effective July 1 of each year, each full-time employee will receive an annual clothing allowance (excluding boots) of \$266 (pro-rated for part-time employees), which may be used to purchase clothing items listed below. This list may be modified by mutual agreement.

Long-sleeve shirts	Short-sleeve shirts
Pants	Shorts
Polo shirts	Rain gear
Jackets	Gloves
Sweatshirts	

The employee shall place an order with the Facilities Director, who will issue a voucher to pre-approved uniform distributors. The Facilities Director may require employees to use the clothing allowance to purchase particular items of clothing when in the Director's discretion this is necessary to maintain appropriate levels of appearance.

No later than 30 days after the completion of the probation period, or as soon as possible thereafter, employees will be issued new uniforms. Employees shall return to the District on an annual basis any clothing purchased by the School Board that is no longer being used by the employee. Upon termination each employee must return all uniforms. The School Department will provide eighty dollars (\$80.00) annually for workboots/shoes/sneakers provided the requests for reimbursement are submitted to the Business Office by June 1 of each year. Effective July 1, 2012 the School Department will provide ninety dollars (\$90.00) annually for workboots/shoes/sneakers and one

hundred dollars (\$100.00) effective July 1, 2013. The School Department shall have the right to establish the specifications for boots/shoes/sneakers purchased under this section.

73. Special Clothing

Special clothing will be issued upon the request of a custodian if approved by the Facilities Director, a copy sent to Personnel.

74. Retirement

All employees covered by this agreement shall participate in the New Hampshire State Employee's Retirement System in accordance with its terms.

75. Credit Union

As an additional service, all employees are entitled to participate in the Portsmouth Northeast Federal Credit Union.

76. Bulletin Boards

The School Board shall provide space for bulletin boards for the posting of notices of the School Board addressed to the employees and notices of the Union addressed to its members.

77. Non-Contracting Service Clause

The School Board agrees that work or services presently performed shall not be subcontracted, transferred, leased, assigned, or conveyed, whole or in part, to any other agency, person, private contractor, or non-unit employee, where such work or services can be performed by present employees.

Grievance

78. Grievance Definition

A grievance for the purpose of this Agreement is a complaint against the employer by an employee or the Union with respect to the meaning and/or application of a provision of this Agreement.

79. Grievance Time Frame

A grievance must be filed within eight (8) working days of its occurrence or when the employee, by reasonable diligence, should have known of its occurrence. Grievances shall be processed in the following manner:

80. Grievance Procedure

- A. An employee (or the Union) who has a grievance shall discuss the grievance with his steward. An initial meeting will be held among the employee, a Union representative, and the Facilities Director for the purposes of determining if the matter can be resolved informally.

- B. If an employee is not satisfied with the informal resolution of the matter, a grievance may be filed with the Business Administrator within five (5) working days after the meeting with the Facilities Director. The grievance shall be in writing on an official grievance form. The Business Administrator shall meet with the Facilities Director, employee, and the Union representative and render a decision in writing within five (5) days after the meeting.
- C. An unfavorable decision in Step B may be appealed in writing to the Superintendent of Schools within five (5) working days of receipt of the decision. The Superintendent of Schools shall have four (4) working days to render a decision in writing.
- D. An unfavorable decision in Step C may be appealed in writing to the School Board. The request for a hearing must be sent in writing to the School Board within ten (10) working days of Step C's unfavorable decision. The School Board will have twenty (20) working days to render a decision in writing.
- E. If the Union is not satisfied with the disposition of the grievances by the School Board, or if no decision has been rendered within the specified time limits, and prior to the submission of the grievance to arbitration, representative of the Department involved, Superintendent's office, the School Board, and the Union will meet to determine if the grievance can be settled without arbitration.
- F. If no agreement has been reached in Step E, any dispute, claim, or grievance arising out of or relating to the interpretation of the application of this Agreement may be submitted to arbitration. If the parties cannot mutually agree to an arbitrator, then the parties will select an arbitrator using the New Hampshire Public Employee Labor Relations board and its procedures. The parties further agree to accept the Arbitrator's award as final and binding. The cost of said arbitration will be shared equally.
- Should the Union wish to submit a grievance to Arbitration, it must notify the School Board in writing within thirty (30) working days following the Union's receipt of the School Board's answer in Step D or it will be considered untimely and the Union's right to arbitration shall be waived. An Arbitrator shall have no authority to change, alter or amend any provisions in this contract.
- G. By mutual agreement of the parties, the above time limits may be extended to any step and may be by passed for failure to respond.
- H. An arbitrator shall have no authority to change, alter or amend any provision of this Contract.
- I. An arbitrator shall have no authority to change, alter or amend any provision of this Contract.
- J. The parties agree that any arbitration award rendered under this agreement may be subject to review as set forth in RSA:542.

81. Summer School Vacation and Non-School Days

All employees covered by this Agreement shall be given the opportunity to work days whenever possible during the summer school vacation at the discretion of their supervisors. No employee shall be required to work weekends during summer school vacation. This does not apply in cases

of emergency or special functions. By mutual agreement between the principal and the employee, a work week of four 10-hour days may be implemented during the summer school vacation.

82. Related to Another Employee

No employee related to another employee shall work in the same building if one of the employees is in a supervisory capacity.

83. Copy Equipment

The School Board agrees to allow the use of its copying equipment to members of the custodial unit when the purpose is to provide notices and information to its members. This work will be performed with prior approval by the building administrator and at a time designated by that administrator, and the materials are to be supplied by the Union. Copies of all notices shall be sent to the Principal of the building where notices are copied. Copies of all notices shall be sent to the principal of the building where the notices are copies.

84. Copies

The School Board agrees to provide 40 copies of the custodial agreement at the School Board's expense. The NEGOTIATOR/PERSONNEL DIRECTOR shall comply with this provision not later than 30 working days after the signing of this agreement or as soon as possible thereafter.

85. Benefits

Nothing in this agreement, either by inclusion or exclusion, shall be so interpreted as to limit any benefits now enjoyed by the custodians.

86. Emergency Definition

For the purpose of the agreement, an emergency shall be defined as an unexpected event or happening.

87. Higher Rate Assignment

Any employee who shall perform duties paying a higher rate shall be paid at the higher rate while performing such duties, but at no time shall an employee be paid at a lower rate than that for which he is classified. Employees designated in writing to fill in for a supervisor for a consecutive period of two weeks or more shall receive a supervisor's wage rate.

88. School Buildings

The School Board agrees that the bargaining unit and its representatives may have permission to use a designated room with sufficient prior notice, in a school building to conduct general meetings at reasonable hours.

89. Bonding of Employees

The School Board will provide employees whose duties include responsibility for handling of monies will be bonded and those employees will be rendered safe from prosecution if those monies are destroyed, stolen, damaged or lost through no fault or negligence of the employee.

Insurance

90. Health Insurance

The School Board shall provide health insurance for individual, two person, or family coverage for full-time employees. The health insurance will be BC/BS Plan COMP-100 with a Managed Care Rider, Blue Choice One (1) or Matthew Thornton as available through the NHMA Health Insurance Trust or equal and comparable coverage to such plans. Said plans shall include at least \$1,000,000.00 life time coverage. Employees will be provided the option of switching plans prior to the beginning of each plan year. The employee's decision to switch plans must be made in writing by April 1 of the plan year about to end.

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this ~~threesix~~ (36) year contract – such plan would only become effective if ratified by the Union, approved by the School Board and approved by the City Council.

The Board need not provide health coverage if the employee is already covered under the same plan or a plan with equal benefits. If an employee is found to have dual coverage, the employee must pay back to the Board an amount equal to the premiums paid by the Board during this time.

Should the parties agree to change from BlueCross to SchoolCare anytime during the term of this contract, the employees will pay fourteen (14%) of the premium and the City will pay eighty-six percent (86%).

Effective July 1, 2012, the District may offer two (2) additional optional plans based upon Blue Choice One and Matthew Thornton plans with premium share as described above. Co-pay shall be five dollars (\$5.00) for office visits, twenty-five (\$25) for emergency room visits and \$10/\$20/\$45 for 30-day retail or 90-day mail order prescriptions.

Effective no later than 60 days after the Execution of the Agreement, employees will be eligible for the following health plans:

Blue Choice \$10/\$20/\$45 for prescriptions with the School District paying 80% of the premium and the employee paying 20%.

Matthew Thornton \$10/\$20/\$45 for prescriptions with the School District paying 84.5% of the premium and the employee paying 15.5%.

The union agrees to participate in a City-wide committee to explore health insurance options.

Effective as soon as possible after final approval of this contract, the School Board will offer employees the option of participating in an IRS 125 Plan (premium conversion plan) so employees may pay their portion of the premium with pre-tax dollars (applicable to co-pay attributed to 95 if possible).

Effective July 1, 2016, the employees will change to SchoolCare's Consumer Driven Health Plan (CDHP) with the Health Reimbursement Account. The School District will pay 95% of the premium, and the employees will pay 5%.

In November 2016, if the total premium cost for any of the CDHP plans offered by the City exceeds the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the parties will reopen the contract on the issue of health insurance only. If the parties are not able to agree on a

plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the Union and the City will each select a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax and submit each plan to a mutually agreed upon arbitrator who will then select which plan the City will then adopt. If the re-opener is triggered, the School Department will cooperate and assist the Union to obtain health insurance bids from the companies selected by the Union, to the extent possible.

91. Health Insurance/Upon Retirement

Upon notification, by eligible employees of their retirement the School District shall inform the employee of their rights under law regarding Health/Dental Insurance coverage after retirement.

92. Long Term Disability

The Board will purchase income protection insurance for each employee to begin on the ninety first (91st) day of disability in an amount equal to sixty six and two thirds percent (66 2/3%), up to four thousand dollars (\$4,000) of the monthly salary of the employee at the date of disability. Said insurance shall run until age sixty-five (65) and shall be coordinated with Social Security benefits.

93. Life Insurance

The School Board shall purchase one hundred percent (100%) of term life insurance for all employees, equal to twice the annual income of each employee.

94. Dental

The School Board agrees to provide Dental (Plan One - see Appendix C) or an equivalent plan and to pay one hundred percent (100%) of the premium cost for single, two-person, or family plan. In exchange for accepting SchoolCare, the School Board will provide Cigna dental insurance with an annual limit of One thousand, five hundred dollars (\$1,500).

95. Liability Insurance

The School Board shall save harmless all employees from financial liability arising out of any claim suit, criminal prosecution or judgment against them because they are an employee of the School Board or because of an act taken by them in the course of their employment.

The above shall not apply in cases where an employee is guilty of gross negligence or gross irresponsibility. An employee who has been found guilty of gross negligence or gross irresponsibility by the employer may appeal such decision through the grievance procedure. Should said appeal find in favor of the employee, the employer shall make the employee whole in terms of all financial liability or loss and all costs related to the alleged negligence or irresponsibility and the subsequent appeal.

96. Unemployment Compensation

All unit employees shall be covered by the State of New Hampshire Unemployment Compensation Act, as provided in Chapter 348 and all amendments thereafter.

97. Worker's Compensation

Worker's Compensation benefits will be provided as specified in the New Hampshire Statutes. In cases where an employee is on total disability, the School Board shall pay to the employee the difference between the Worker's Compensation benefit and the employee's take-home pay. In accordance with past practice an employees accumulated sick leave time shall be used to pay the supplemental pay to make up the difference in the Worker's Compensation benefit and the employee's take home pay.

In no event shall such payments exceed fifty-two (52) weeks.

Wages 98. Wages/Time Frame

Employees shall be paid in accordance with the following schedule, the rate of pay established in accordance with the position classification, and the rates which are included in this Agreement. Wage increases and fringe benefits shall be effective as of July 1, or date designated each year according to the schedule on the next page.

A. Effective July 1, 2014~~08~~:

Step A - Starting pay to E completion of probationary period	\$ 12.39 <u>13.56</u>
Step B - End of P probationary period to one (1) year	\$ 14.383 <u>13</u>
Step C - One (1) year to two (2) years	\$ 15.263 <u>19.94</u>
Step D - Over two (2) years	\$ 16.965 <u>19.49</u>
Step E - Over three (3) years	\$ 18.126 <u>19.56</u>

B. COLA Adjustments

~~Effective January 1, 2012, employees' wages will be adjusted by 2.43%.~~ Effective July 1, 2014~~2~~ the employees' wages will be adjusted by 2.0244%. ~~and~~ On July 1, 2015~~3~~ and July 1, 2016, a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA adjustment percentage shall be determined by the ten-year rolling average of the CPI-U for the Boston-Brockton-Nashua—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 November to November period preceding the July 1 adjustment. . 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 ten-year rolling average of the CPI-U for the Boston SMSA 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%.

Applicability After Contract Expires: It is clearly understood that in the event that the ~~threesix~~ year Working Agreement expires without a successor Working Agreement being settled prior to

July 1, 2017, that no further COLA adjustments after July 1, 2016 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, 2017.

99. Longevity Schedule

Longevity will be paid in accordance with the following schedule:

	August 2014	August 2015	August 2016
After 5 years	\$475	\$600	\$700
After 10 years	\$575	\$700	\$800
After 15 years	\$675	\$800	\$900
After 20 years	\$775	\$900	\$1,000
After 25 years	\$875	\$1,000	\$1,100

Increasing by \$150.00 for each additional five years of service.

Length of service on the chart above will be measured as of the July 1 prior to the employee's actual date of hire. For example an employee whose first day of work for the District was September 20, 1999 will be deemed to have completed five years of service for longevity purposes on July 1, 2004.

Longevity will begin on the first day of hire and will be paid to the nearest payday after August 1. Longevity is based on years of employment with the School Board in any full-time capacity.

100. Shift Differential

Effective upon the approval of this Agreement by the City Council, a shift differential of eighty cents (\$.80) per hour shall be paid to all employees whose work schedule is at least 6 hours after 3:00 P.M. on any work day.

101. Collective Bargaining Procedure

Any party desiring to bargain shall serve written notice of its intention on the other party at least one hundred twenty (120) days prior to May 16th.

The parties agree to enter into negotiations no later than the third week of January, if possible, to reach agreement on salaries, fringe benefits and other conditions of employment, pertinent to the provisions of N.H. RSA 273-A.

102. Direct Deposit

The School Board shall, upon written request and authorization from the employee forward said employee's paycheck as a direct deposit to any bank. The School Board shall not be held responsible for any delay experienced by the employees due to the transfer of funds through electronic transfer.

103. Mileage

Employees required or requested to use their personal vehicles in the course of their duty, shall be reimbursed. based on the IRS justifiable mileage rate as set by that agency. Mileage payments shall be paid in agreement with the Business Office.

105. Duration of Agreement

The School Board agrees to a ~~six(6)~~three (3) year contract. This agreement shall be in full force and effective from July 1, 201~~408~~ through June 30, 201~~74~~ 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 date of expiration as provided in Chapter 273-A: 3:11.

A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes 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, as provided in Chapter 273-A:3:11 (PELRB), advising that such a party desires to revise or change terms or conditions of such Agreement and specifies the articles to be renegotiated. The Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

~~A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes 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, as provided in Chapter 273-A:3:11 (PELRB), advising that such a party desires to revise or change terms or conditions of such Agreement and specifies the articles to be renegotiated. The Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.~~

Signatures

EXECUTED THIS DAY OF _____

FOR THE PORTSMOUTH SCHOOL BOARD

FOR LOCAL #1386 AMERICAN
FEDERATION OF STATE,
COUNTY MUNICIPAL
EMPLOYEES AFL-CIO.

Leslie Stevens

School Board Chairman

~~Riek Fernald~~Mark Whiting,
President

Edward McDonough
Superintendent of Schools

Harriett Spencer
AFSCME Coordinator

~~Dianna Fogarty~~Thomas Closson
City Negotiator

~~Dave Perkins~~ ~~_____~~ ~~Matt Dwyer~~
~~Unit Chair~~Negotiating Team

Alvin Walker
Negotiating Team

Dave Perkins
Unit Chair

APPENDIX A

TITLE: Custodian
TITLE OF IMMEDIATE SUPERVISOR: Custodian Supervisor of Facilities Director

Nature and Scope:

Job Summary:

1. Duties, that are incidental to custodial functions, in building or buildings and care of grounds assigned.
2. Performs duties as required to carry out principal's program, or programs assigned.

Accountability:

1. Accountable for cleaning and general appearance of building or buildings assigned, and surrounding grounds assigned.
2. Adjustments of hearing controls when specified, perform boiler checks are requested by their building supervisors.
3. Minor repairs when necessary and possible.
4. Maintaining of security of the building or buildings during regular working hours and on special occasions as scheduled by supervisor.
5. Setting up for all special events when requested to do so.
6. Reporting to supervisor of any problem in areas assigned-custodial or maintenance.
7. Performs other related duties as required.

Work Performed:

1. Performs such duties as outlined by supervisor to maintain orderly general appearance in all assigned areas.
2. Adjustments of heating controls when specified as required by their building supervisor.
3. Perform minor maintenance repairs when possible (window replacement, lock repair, routine painting, etc.)

4. Check all doors and windows, when school is not in session or use, for security reasons, answer all alarms or other emergencies when called by the appropriate officials, report any problems to supervisor immediately when security problems exist.
5. Setting up necessary equipment for special events when requested to do so.
6. Reports any problems, custodial or other to supervisor immediately.
7. Maintains specified areas on grounds (snow removal, etc.)
8. Removes rubbish and waste paper.
9. Performs duties as required to carry out principal's program or programs as assigned.
10. Perform other related duties as required.

Special Note: Cleaning, as Defined Is:

1. Sweeping and washing as necessary; sealing and waxing, as necessary.
2. Washing and disinfecting toilet bowls, lavatories, urinals, water fountains, walls, floors, and other specified areas.
3. Dust woodwork and furniture (wash and/or polish if necessary.)
4. Vacuums and shampoos rugs.
5. Cleans windows.

Equipment Used:

Necessary equipment supplied by supervisor-tools, pails, mops, brooms, floor equipment, and other necessary supplies.

Records and Reports:

Building problems to supervisor.

JOB TITLE: School Lunch Driver, Food Services

DEPARTMENT: Custodian

TITLE OF IMMEDIATE SUPERVISOR: Facilities Director

Nature and Scope:

Job Summary:

1. Responsible for pickup and delivery of food, paper goods, custodial supplies, mail, equipment to specified areas.
2. Perform cleaning duties and other related duties, as required.

Accountability:

1. Pick up and delivery of food, paper goods, custodial supplies, mail, equipment, etc., to areas specified materials for turn-in to supervisor.
2. Cleaning of specified areas in kitchen and other areas in accordance with instructions from supervisor.
3. Cleaning of the truck and equipment used for carrying food.
4. Arranging stockroom as instructed by supervisor.
5. Performing other related duties as required.

Work Performed:

1. Pick up and delivery of food, paper goods, custodial supplies, mail, equipment, etc., to areas specified.
2. Cleaning of specified areas in kitchen and other specified areas.
3. Cleaning of trucks and equipment used.
4. Other custodial work (during summer months).
5. Arranging stock room as instructed by supervisors.
6. Performing other related duties as required.

Equipment Used:

Trucks (Food Service and other), necessary equipment supplied by supervisor for job assigned.

Records and Reports:

Making out of delivery slips for supervisors, assisting in inventory records.

APPENDIX C

YOUR DENTAL CARE BENEFITS:

Your dental plan is comprehensive. It will pay the following percentage of your bill for all dental procedures covered by the plan.

	Paid by Delta	Paid by Patient
COVERAGE A:		
Diagnostic – Initial Examination; Examinations to determine the required dental treatment once in a 6-month period; X-Rays – Full Mouth/Panorex X-Rays once in a 3-year period; Bitewing X-Rays once each 12-month period; Periapical X-Rays as necessary	100%	0%
Preventive – cleaning once in a 6-month period; Fluoride once in a 12 month period (age limit 19); Space Maintainers	100%	0%
COVERAGE B:		
Restorative – Amalgam, Silicate and Acrylic restorations	60%	40%
Oral Surgery – Extractions	60%	40%
Endodontics – Pulpal therapy; root canal filling	60%	40%
Periodontics – Treatment of gum disease	60%	40%
Denture Repair – Repair of removable denture to its original condition	60%	40%
Palliative – Emergency treatment	60%	40%
COVERAGE C:		
Prosthetic – Bridges, partial and complete dentures, rebase and recline, crowns, inlays and onlays	50%	50%

EXCLUSIONS:

Services which are not covered by your plan include orthodontics, cosmetic dentistry, equilibration, analgesias, plaque control programs, sealants, myofunctional therapy, implantology, prescription drugs, and treatment of temporomandibular joint dysfunctions.

MAXIMUM:

The maximum amount which your plan will pay is \$750.00 per person per Contract Year.

CUSTODIAL SENIORITY LIST

APPENDIX D

Dale E. Durgin	06/20/88	
Thomas Howe	02/01/96	
Matt Dwyer	07/22/98	
Abdel Touhami	06/27/01	
Alvin Walker	09/20/01	
Edward MacPherson	09/24/01	
Florina Cole	3/28/02	
Ralph Langer	06/02/03	
Ronald Ouellette	12/6/04	
Sue Pickering	8/25/05	10/16/95 Food Service
Nelson Lee	9/10/07	
Victor Jines	9/8/08	
John Schmitt	1/14/10	
Helena Pinto	9/03/10	11/21/08 Food Service
Dave Perkins	9/14/10	
Tracy Rolfe	3/7/11	
Robert White	5/23/11	
Chad Stefanowicz	10/30/11	

**WORKBOOT/SHOE ALLOWANCE
PAYMENT REQUEST VOUCHER**

APPENDIX E

Instructions: To be eligible for the allowance, the workboots/shoes must:

- Be designed and suitable work boots/shoes
- Be of substantial quality and made for long-term wear
- Have leather or suitable durable uppers with adequate toe and upper arch protection
- Have steel shank or proper reinforced arch support
- Deemed to be a “safety” shoe by the Portsmouth School Department
- Have non-slip, non-marking oil resistant soles
- Have proof of purchase after July 1, 2004

Further, the workboots/shoes may:

- Have high tops (boots) or may be of the low cut (shoe) type
- Have steel toe, although not required
- Vary in color or style
- May be of the “sneaker” type as long as they satisfy the above requirements

A copy of store receipt indicating purchasing information and workboots/shoe cost must be attached.

To the best of my knowledge the workboots/shoes purchased meet the above specifications and are eligible for the payment allowance reimbursement.

Employee

Date

Supervisor

Date

WORKING AGREEMENT

BETWEEN THE

**PORTSMOUTH SCHOOL DISTRICT
PARAPROFESSIONALS**

AND THE

PORTSMOUTH BOARD OF EDUCATION

JULY 1, 2014~~08~~ THROUGH JUNE 30, 2017~~14~~

This AGREEMENT made and entered into by the School District of School Administrative Unit No. 52, City of Portsmouth, and the Portsmouth School District Paraprofessional Association, NEA/NH, hereinafter called the ASSOCIATION, do hereby reach agreement.

Whenever used in this agreement, the "employee" shall refer to the following: Paraprofessional, Special Education, (including but not limited to paraprofessionals for the learning disabled and autistic students), Library, computer, and clerical guidance, per PELRB certification.

This AGREEMENT represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

WITNESSETH

Whereas, the Association establishes itself as the exclusive representative of the paraprofessional employees of the Portsmouth School District who are on regular active duty for the District and enrolled on the District's payroll, now therefore, the parties hereto contract and agree with each other as a result of collective bargaining, as follows:

**ARTICLE 1
RECOGNITION**

- 1.1 Whenever used in this AGREEMENT, the word employees shall refer only to a person(s) actively and regularly engaged in District work or enrolled on the regular payroll of the School District of the City of Portsmouth, New Hampshire.
- 1.2 The District hereby recognizes that the Association is the sole and exclusive representative of the certified NEA/NH unit except the management or supervisory employees of the District.
- 1.3 A paraprofessional is defined as any person hired for a position for which professional certification is not required. Paraprofessionals shall be paid according to the negotiated salary schedule for paraprofessionals. Paraprofessional and professional staff shall work together to provide quality education to the students in the Portsmouth schools. Effective July 1, 2009, Title I Paraeducators and Interpreters are removed from the bargaining unit. However, the currently-employed Interpreter will be grandfathered into the bargaining unit with all benefits and terms of the agreement.

1.4 Whenever the Portsmouth School Board rehires a person previously employed in this bargaining unit following a break of employment of one (1) year or more (except for the reasons listed below), these employees shall serve a probationary period and shall be classified as a new employee for benefits and seniority purposes.

A. Illness resulting in total/temporary disability due to his/her regular work with the School District, certified to by an affidavit from Worker's Compensation carrier.

B. Illness not the result of his/her misconduct resulting in total/temporary disability, certified to by a physician's affidavit.

C. Duty with the Armed Forces.

D. Reduction in Force.

The probationary period will be no less than sixty (60) school days, but this number may be extended up to a maximum of ninety (90) school days, when the additional time is needed to evaluate the employee. The employee will be given reasons in writing if probation is to be extended from 60 to 90 days. If this extension of the probationary period is to be made, it must be requested by the immediate supervisor/building principal to the Personnel Office. During this period the employee shall be granted leave in accordance with the contract in each of the following categories with permission of the immediate supervisor:

Professional Days
Sick Days
Bereavement Leave

All other contract provisions and benefits shall be granted to the employee upon completion of sixty (60) consecutive days.

Employees shall have no seniority rights during this period. All employees who have successfully completed the probationary period shall be known as permanent employees, and the probationary period shall be considered part of the seniority time. Termination of employment during the probationary period or any extension thereof may not be challenged through the grievance procedure or the PELRB.

**ARTICLE 2
NON-DISCRIMINATION**

- 2.1 The District agrees that the provisions of this AGREEMENT shall be applied to all employees without discrimination on account of race, color, religion, sex, sexual orientation, disability, age, marital status, ~~Viet Nam era~~ Veteran status, national origin, ~~or~~ physical handicap, or any status protected by federal or New Hampshire Law, or City of Portsmouth Ordinance, except where age or physical condition are bona fide qualifications for employment. There shall be no intimidation or coercion of employees who exercise their rights to bargain collectively through the Association because of their membership therein or their activities in behalf of the Association in accordance with the provisions of RSA 273-A.

**ARTICLE 3
STABILITY OF AGREEMENT**

- 3.1 Should any article, section, or portion thereof, of this AGREEMENT be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof. The obligation to negotiate in good faith shall not compel either party to agree to a proposal or to make a concession.

**ARTICLE 4
DUES DEDUCTION**

- 4.1 The District agrees ~~to~~ deduct Association dues from all employees who are covered by this AGREEMENT, and to send said dues, along with a statement indicating who has paid these dues to the Association Treasurer. Before dues are deducted, the District shall require written authorization from the employee to do so - to be provided by the ASSOCIATION. The District shall notify the Association of the name and employment date of any new employees within 30 days of their employment.

**ARTICLE 5
SECURITY CLAUSE**

- 5.1 It is recognized that the Negotiations for the administration of the AGREEMENT entail expenses which appropriately should be shared by all employees who are beneficiaries of the AGREEMENT. Paraprofessionals as a condition of employment by the SAU, ~~exclusive of the~~

~~probationary period,~~ shall (1) join the Association or (2) pay a representative fee.

This representative fee shall be retained for a Scholarship Award. The sum shall be equivalent of the membership dues and assessment required to be paid by the members of the Association. The Committee to award the Scholarship will be made up of three (3) Paraprofessionals, ~~one (1) of whom is from the Representative Fee Group and three (3) Administrators.~~

**ARTICLE 6
WORKERS' COMPENSATION**

- 6.1 Workers' Compensation benefits will be provided as specified in the New Hampshire Statutes.

**ARTICLE 7
SAFETY**

- 7.1 The District shall make regulations to ensure the safety and health of its employees during their working hours of employment.
- 7.2 The School Department and the Association agree to meet during the Unit's non-working hours to discuss issues of mutual concern. These meetings may be requested by either party to this AGREEMENT, with notice as to the issues to be discussed. Advance notice shall be given indicating the following by both the Association and the School Department, so that an AGENDA can be provided prior to the meeting; time, place and topic(s) to be discussed, the number of people and who will attend the meeting.

**ARTICLE 8
INSURANCE**

- 8.1 Liability

The District shall save harmless all employees from financial liability arising out of any claim, suit, criminal prosecution or judgment against them because they are an employee of the Portsmouth School District or because of an act taken by them in the course of their employment.

The above shall not apply in cases where an employee is guilty of gross negligence or gross irresponsibility. An employee who has been found guilty of gross negligence or gross irresponsibility by the employer may appeal such decision through the grievance procedure. Should said appeal find in favor of the employee, the employer shall make the employee whole in terms of all financial liability or loss and all costs related to the alleged negligence or irresponsibility and the subsequent appeal.

8.2 Medical Insurance ~~Blue Cross/Blue Shield~~

The employee shall have a choice between BC/BS Plan Comp 100 Managed Care Rider or Blue Choice One (1).

Employee Share of Premium

Year	25-30 hours (1 Person only)		30+ hours (1 or 2-person)	
	Comp 100/ BC	MT	Comp 100/ BC	MT
1408- 1509	387.0%	37.06.5%	176.0%	13.50%
1509- 1610	387.0%	37.06.5%	176.0%	13.50%
10-11	38.0%	37.0%	17.0%	13.5%
11-12	38.0%	37.0%	17.0%	13.5%
12-13	38.0%	37.0%	17.0%	13.5%
13-14	38.0%	37.0%	17.0%	13.5%

Effective July 1, 2009 or as practicable thereafter, the District may offer two (2) additional optional plans based upon Blue Choice One and Matthew Thornton plans with premium share as described above. Co-pay shall be five dollars (\$50.00) for office visits, twenty five dollars (\$25.00) for emergency room visits, and \$10/\$20/\$45 for 30-day retail or 90-day mail order prescriptions.

- A. For employees scheduled to work thirty (30) or more hours per week the District will pay ~~eighty-four percent (84%) of the single or two person premium for whichever BC/BS option the employee selects.~~ Effective ~~July 1, 2010,~~ the District will pay eighty three percent (83%) of the single or two person premium for whichever BCBS option the employee selects.

Family plan is available at the same District dollar contribution as the two-person plan.

Co-Pay Applicable to Matthew Thornton Plan only:

The employee shall pay ~~thirteen percent (13.0%) of the cost of single and two person premiums.~~ Effective ~~July 1, 2010~~ the employee shall pay thirteen and one half percent (13.5%) as long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium. If

the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee's and the employer's percentage cost of the premiums shall be the same as those for Comp 100 MC and Blue Choice as set forth above.

- B. For employees scheduled to work more than twenty-five (25) hours or more but less than thirty (30) hours per week:

The District will pay the percentage of the premiums listed above of the single person premium for which ever BC/BS option the employee selects. If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee's and employer's percentage cost of the premiums shall be the same as those for Comp 100MC and Blue Choice as set forth above.

Two person and Family plans are available at the same District dollar contributions as the single person plan.

- C. The Association agrees to participate in a City-wide committee to explore health insurance options.
- D. The District need not provide health insurance coverage if the employee is already covered under the health insurance plan provided by the Portsmouth School District or the City of Portsmouth. If an employee is found to have dual coverage, the employee must pay back to the District an amount equal to the premiums paid by the Board during this time.
- E. All employee contributions to the health insurance premiums and to dependent care coverage and other medical expenses allowable under law shall be by payroll deduction pursuant to the provisions of Section 125 of the Internal Revenue Code.
- F. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this agreement, such plan would only become effective if ratified by the Association, approved by the School Board and approved by the City Council.

- G. The medical insurance coverage provided by the District will not change until July 1, 2016. Beginning on July 1, 2016, the District will offer coverage only under

the Consumer Driven Health Plan offered through SchoolCare ("the CDHP"). For employees regularly scheduled to work thirty (30) or more hours per week, the District will pay 95% of the premium cost for single or two-person coverage under the CDHP, and 75% of the premium cost for family coverage under the CDHP. For employees regularly scheduled to work more than twenty-five (25) hours but less than thirty (30) hours per week, the District will pay 85% of the premium cost for single person coverage under the CDHP.

E.H. In November 2016, if the total premium cost for any of the CDHP plans offered by the City exceeds the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the parties will reopen the contract on the issue of health insurance only. If the parties are not able to agree on a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the Union and the City will each select a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax and submit each plan to a mutually agreed upon arbitrator who will then select which plan the City will then adopt.

8.3 Medical - Eligibility for this insurance: ~~Employment as a Paraprofessional for sixty (60) consecutive days.~~ First of the month after date of hire.

8.4 Dental

Employees shall be eligible for either individual or two-person coverage. The District shall pay one hundred percent (100%) of Delta Dental Plan or an equivalent plan for individual coverage. This will apply to all employees scheduled to work for ~~twenty-five (25)~~ or more hours per week.

The dental insurance coverage provided by the District will not change until July 1, 2016. On July 1, 2016, for employees who regularly work twenty-five (25) or more hours per week, the City will pay 100% of the premium cost for single or 2-person coverage through Cigna and 75% of the premium cost for family coverage through Cigna.

8.5 Eligibility for this insurance: ~~Employment as a Paraprofessional for sixty (60) consecutive days.~~ First of the month after date of hire.

8.6 Life Insurance

The district shall provide one hundred percent (100%) of Term Life Insurance for each paraprofessional working fifteen hours a week or more equal to ~~twice-three~~ (32x) the annual salary of the paraprofessional or a minimum of ~~thirty~~ forty-five thousand dollars (\$~~30~~45,000.00).

It is understood that employees age 70 and over will have this benefit reduced in accordance with the certificate schedule attached. This provision will not apply to those individuals listed in the Memorandum of Understanding which will be signed when this contract is executed and which is attached.

8.7 Long Term Disability

The Board will purchase income protection insurance for each paraprofessional who has completed the probationary period and who works twenty-five (25) hours per week or more. This insurance will begin no sooner than the 91st day of disability. Payments shall equal 66 2/3% of the monthly salary of the paraprofessional at the date of disability. Said insurance will run until age 65 and shall be coordinated with social security benefits. This provision shall be effective 30 days after this contract is approved by the City Council.

ARTICLE 9 DISCIPLINARY PROCEDURES

- 9.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is taken.
- 9.2 All suspensions and discharges must be stated, in writing, with the reason stated, and a copy given to the employee at the time of suspension or discharge.
- 9.3 Disciplinary action shall normally follow this order:
- a. An oral warning
 - b. A written warning
 - c. Suspension without pay
 - d. Discharge
- 9.4 An employee may be suspended or discharged for the following reasons:

- a. Misconduct during employment
 - b. Incompetency or inefficiency
 - c. Failure to perform assigned duties
 - d. Disobedience to his/her superior
 - e. Intoxication while on duty
 - f. Conviction of a felony
 - g. Failure to observe rules and regulations
 - h. Incompatibility with other employees
 - i. Unauthorized absence from duty
 - j. Insubordination.
- 9.5 Subject to the language of this AGREEMENT, a suspension or discharge of an employee shall rest with the Superintendent of Schools.
- 9.6 No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.
- 9.7 Unless the misconduct involved a minor, the personnel record of an employee will be cleared of written reprimand after a period of one year from the date of the reprimand, providing there are no similar infractions committed during the intervening period.
- 9.8 Unless the misconduct involved a minor, the personnel record of an employee will be cleared of suspension notices after a period of two years from the date of suspension, providing no similar infractions have been committed during the intervening period.
- 9.9 All employees shall have the right to review their records upon twenty-four (24) hours' notice to the personnel office.
- 9.10 No written material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement.
- 9.11 Evaluations that become part of the personnel record of the employees must be conducted prior to April 30 of the employment year. The employees will be given a copy of the evaluation within two (2) weeks of the evaluation. The employee may attach a refutation or clarification to the evaluation.

GRIEVANCE PROCEDURE

- 10.1 A grievance for the purpose of this AGREEMENT is a complaint against the employer by an employee(s) or the Association with respect to the meaning and/or application of a provision(s) of this AGREEMENT.
- 10.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except at the BOARD level. A decision on the grievance at the BOARD level shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decisions rendered at that step.
- 10.3 A grievance must be filed within ten (10) working days of its occurrence or within ten (10) working days of the time the employee, by reasonable diligence, learned of its occurrence. Grievances shall be processed in the following manner:

STEP I Any employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. An Association representative may be present if requested. A decision shall be rendered the aggrieved in five (5) working days. This decision shall be in writing.

STEP II An unfavorable decision by the immediate supervisor may be appealed in writing to the Assistant Superintendent within five (5) working days. A meeting shall be held between the parties as soon as possible after the written appeal, but within five (5) working days, and the Assistant Superintendent shall have five (5) working days to render a decision in writing.

STEP III An unfavorable decision by the Assistant Superintendent may be appealed in writing to the Superintendent within five (5) working days. A meeting shall be held between the parties as soon as possible after the written appeal, but within five (5) working days, and the Superintendent shall have five (5) working days to render a decision in writing.

STEP IV If the grievance is not resolved to the grievant's satisfaction, he/she and the Association, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the BOARD. The BOARD shall review the grievance and hold a hearing within thirty (30) working days. A decision in writing shall be rendered within fifteen (15) calendar days of the hearing.

STEP V If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no decision has been rendered within the specified time limits, and prior to the submission of the grievance to arbitration, representatives of the department involved, Superintendent's Office, and School Board, and the Association will meet to determine if the grievance can be settled without arbitration.

STEP VI Should the decision of the Board of Education 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. The cost of said arbitration will be borne equally by both parties regardless of the outcome. All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred. The Association will notify the Board of Education in writing of its intention to appeal for arbitration within ten (10) working days of receiving the Board's decision.

10.4 Any step may be by-passed by mutual agreement or failure to respond.

10.5 Any party may appeal a decision of an arbitrator to the courts pursuant to RSA-542.

- 10.6 An arbitrator acting under the grievance procedure shall have no authority to alter, amend, change or modify any of the terms of this agreement.

**ARTICLE 11
SICK LEAVE**

- 11.1 For paraprofessionals who have been employed in the District for three (3) or less years, sick leave without loss of pay or benefits shall be computed at the rate of ten (10) -days per year. It will be credited to an employee's record at the beginning of the employment year.
- 11.2 Effective July 1, 2009, after three (3) years in the Portsmouth School System, sick leave will be computed at) eleven (11) days per year. It will be credited to an employee's record at the beginning of the employment year.
-
- 11.3 Sick leave shall be used for self or when imperative, to care for an immediate member of the employee's family. Effective July 1, 2009 employees may utilize no more than fifteen (15) sick days in any school year to care for a family member. In the event of prolonged absence as a result of accident or illness, the Superintendent will consider circumstances that might warrant extension of full or partial sick pay.
- 11.4 In such cases where a full day is not needed for sick leave, only the hours used will be charged to the paraprofessional.
- 11.5 Employees who have completed three years of service will be allowed to use up to ten (10) sick days before it is actually earned or accrued for use for the employee's illness or injury. It is understood that once additional leave is earned that it will be debited against any negative balances. Additionally, if an employee leaves the School Department with a negative balance, the employee will be responsible for reimbursing the School Department the cost of the negative balance.
- 11.6 The BOARD agrees to pay fifty five percent (55%) of all accumulated sick days in a cash payment at the per diem rate which the paraprofessional last earned to any paraprofessional who separates from the system with at least ten (10) years of service in the system. This percentage will be based on a maximum of ninety (90) days. The maximum number of sick days that may be accumulated will be one hundred and fifteen (115) days.

The parties agree that all paraprofessional employees hired after July 1, 1996 shall not receive any payout for accumulated sick leave upon termination or retirement.

11.7 Whenever possible, prior notice of retirement will be given by February 1st of the year preceding the last work year for employees entitled to a payout.

11.8 The District agrees to notify each paraprofessional in writing of accumulated sick leave days once a year during the month of September.

11.9 Beginning July 1, 1999, the parties agree that for the purpose of leave time accrual, utilization, accumulation and sick leave bank, leave time will be recorded in hours. Hours will mean the actual number of hours used or earned. Conversion from days to hours will be based on the number of hours per day reflected on the Intent to Employ on any given year.

11.10 Sick Bank

A. A sick leave bank shall be established into which each employee may each year donate from one (1) to five (5) days from an employee's unused accumulated sick leave. Days will be donated between the first day of school and September 15th. When necessary, additional donations will be added midyear.

B. The sick leave bank may accumulate to one thousand fifty (1050) hours.

C. A Sick Bank Chairman shall be appointed from the membership. ~~The Chairperson and the~~ District shall keep a record of the total number of days (hours) in the Sick Leave Bank.

D. In the event that any member has used all his/her accumulated sick leave and has been out of work without pay for five consecutive work days because of extended or chronic illness, he/she shall apply to the Sick Bank Chairperson for additional days to be taken from the Bank.

E. The Sick Bank Chairperson will ~~present forward~~ the request to the ~~Committee-District Business Manager~~ for approval/disbursement.

~~F. The committee will consist of at least one paraprofessional from each building with a maximum of eight (8) members from the Association.~~

G.F. Employees are not eligible to draw from the sick leave bank if the serious health condition is compensable under workers' compensation.

**ARTICLE 12
PERSONAL DAYS**

12.1 Employees may take two (2) personal leave days for business which cannot be transacted any other time. Whenever possible, twenty-four (24) hour notice shall be given. No employee shall take a personal day preceding or subsequent to any vacation period or school holiday or on election day or in the month of June unless upon approval from the Superintendent of Schools. An employee may take the equivalent hours rather than a full day. Effective on July 1, 2009, eligible members will be entitled to two (2) additional personal days for the 2009-10 contract year only. This is a one-time only increase in personal days and does not carry forward into 2010-11. The additional personal days may not be carried forward or cashed out under any circumstances.

12.2 Unused Personal Days will be credited toward the Accumulation Days (Ref. Article 11, 11.5).

**ARTICLE 13
PROFESSIONAL DAYS**

13.1 Employees may be granted two (2) professional days ~~day~~ at the discretion of their Building Principal. These days shall be used exclusively for the purpose of enrichment of the employee's job or position. These shall be paid days. Additional professional days may be granted with the approval of the Building Principal.

13.2 Professional days must be approved by the employee's immediate supervisor and/or program manager at least twenty-four (24) hours in advance.

**ARTICLE 14
ASSOCIATION LEAVE**

14.1 When an employee is elected President of the Paraprofessional Association and has work which involves being away from his/her work with the School Department, that employee or his or her designee shall at the written request of the Union be granted up to a maximum of two (2) work days per year for Association Leave.

ARTICLE 15

CHILD CARE/CHILD BIRTH LEAVE

- 15.1 Upon application of the employee to the Superintendent of Schools, a child care leave of absence of up to two (2) years shall be granted to employees who have been employed at least one (1) year before said application. An employee on such leave, upon returning, shall be offered a similar category of employment, as indicated by the prior job description.
- 15.2 Employees shall be entitled to draw accumulated sick leave benefits during this period of disability surrounding childbirth.
- 15.3 All benefits to which an employee was entitled to at the time of the approved child care leave shall be restored to them upon returning to work.
- 15.4 Employees returning from childcare leave shall notify the employer by April 1 of the year for return to the school in the following September.

**ARTICLE 16
LEAVE OF ABSENCE**

- 16.1 Upon approval of the Superintendent of Schools a Leave of Absence may be granted. The leave shall be without pay or other benefits. Leave may be granted for such reasons as Personal, Illness, or Educational reasons and will not exceed two (2) years.

An extension of the above Leave of Absence may be granted if:

The employee has been continuously employed for more than three (3) years in the Portsmouth School System.

- 16.2 Any paraprofessional returning from a Leave of Absence shall return only at the beginning of a school year, unless otherwise provided for.
- 16.3 While on Leave of Absence, the paraprofessional will notify the School Department by April 1 of the leave year as to his/her intention of returning to work in September.
- 16.4 All requests, extensions or renewals shall be in writing and responded to in writing.

16.5 All benefits to which an employee was entitled at the time of the approved leave shall be restored to them upon returning to work.

**ARTICLE 17
BEREAVEMENT**

17.1 Bereavement Leave will be granted as follows without loss of pay or benefits:

Not to exceed three (3) days:

1. brother-in-law
2. sister-in-law
3. grandparent
4. aunt or uncle
5. nieces or nephews
6. a blood relative or ward residing in the same household

Not to exceed five (5) days:

1. parents
2. sister

3. brother
4. parents-in-law

Not to exceed seven (7) days:

1. husband, wife or civil union partner
2. child

Bereavement leave may be granted if approved by the Superintendent for the death of a close friend. The Superintendent shall have the discretion to set the number of day(s) allowed based on the circumstance.

17.2 Extensions may be granted by application to the Superintendent.

**ARTICLE 18
HOLIDAYS**

Each paraprofessional shall be entitled to ~~five~~ nine (95) paid holidays as follows:

Thanksgiving
Day After Thanksgiving
Christmas
New Years

Martin Luther King Day
 Memorial Day
~~Labor Day (effective 2014-15)~~
~~Columbus Day~~
~~Veterans' Day (effective 2014-15)~~

~~Effective the 2010-151 school year, Columbus Day will be added as a holidays. Effective the 2012-13 school year, the day after Thanksgiving will be added as a holiday.~~

**ARTICLE 19
 LONGEVITY**

19.1 Longevity will be based on the following schedule for years of consecutive service to the School Department.

~~201408-1509~~

After:

6 - 10 years-	\$380532
7	\$405
8	\$431
9	\$456
10	\$482
11 - 15 years	\$507672
12	\$533
13	\$559
14	\$584
15	\$610
16 - 20 years	\$635813
17	\$661
18	\$686
19	\$712
20	\$737
21 - 25 years	\$763954
22	\$788
23	\$814
24	\$839
25	\$865
26 - 30 years	\$8901,095
27	\$916
28	\$942
29	\$967
30+ years	\$9931,135

The longevity stipend will increase on July 1, 2015 and July 1, 2016 by the 10-year rolling COLA average-, as described in Article 323 for 2010-11, 2011-12, 2012-13 and 2013-14.

- 19.2 Longevity is to be paid in a separate check no later than August 1.
- 19.3 Should an eligible employee, because of illness or unforeseen emergency need to terminate employment prior to the longevity benefit payment, this benefit shall be prorated on a monthly basis.

ARTICLE 20
SENIORITY

- 20.1 An employee's seniority shall commence with the last date of hire —and continue as long as he/she is employed by the Portsmouth School District in the bargaining unit.
- 20.2 An employee shall not forfeit seniority during absences caused by the following:
- a. Illness resulting in total/temporary disability due to his/her regular work with the School District, certified to by an affidavit from Worker's Compensation carrier.
 - b. Illness not the result of his/her misconduct resulting in total/temporary disability, certified to by a physician's affidavit.
 - c. Leave of Absence granted by the Superintendent of Schools.
- 20.3 Seniority shall be defined as continuous years of service within the bargaining unit counted from the last date of hire.
- 20.4 Seniority shall be a determining factor in all layoffs. It is the intent of the School District to continue the use of seniority as a determining factor in all layoffs.
- 20.5 If an employee is offered an opportunity for recall to a job which he or she has previously performed, and for the same number of hours and the employee refuses to accept the position, it shall result in the employee being dropped from the recall list.
- 20.6 Employees laid off shall be placed on a recall list for twenty-four (24) months after the date of the lay-off. Employees shall be recalled based on seniority. If a certification is required for a job only an employee with the certification will be eligible for recall.
- ~~20.7 Certifications and Medicaid Reimbursements:~~

~~1. Certifications~~

~~—Employees in positions for which Medicaid reimbursements can be claimed will seek state certification if asked to do so by the district. Failure to secure such certification may result in a transfer to another position.~~

~~—Employees who wish to transfer into positions which are Medicaid reimbursable will not be denied the position or discriminated against in filling the position, on the basis of not holding a certificate. Employees who transfer into such positions will seek state certification, if requested by the School Board to do so, and go through the criminal records check as required.~~

~~2. Reimbursement for certification fees.~~

~~—The school board will pay the certification fee plus the criminal records check for those employees who hold Medicaid reimbursable positions who obtain certification at the School Board's request.~~

~~3. It is understood by the parties that the Superintendent may terminate the implementation of this section if he determines it is no longer necessary or desirable to obtain federal reimbursement for services (or reimbursement is no longer available) and thereafter will no longer require paraprofessionals to be certified.~~

~~4. This Section 20.7 shall cease to be effective after June 1, 2003. Nothing in this contract will require the District to pay for the criminal record check of new employees.~~

**ARTICLE 21
JURY DUTY**

21.1 Employees serving on a jury shall be guaranteed their regular daily pay from the SAU. The employee shall forward to the Payroll Department of the SAU all reimbursements for such services, exclusive of what personal expenses (e.g. travel) are incurred. When such reimbursement is greater than the regular daily pay of the employee, the employee shall retain only the excess amount.

21.2 Employees who are subpoenaed by the School District or City as a witness in civil or criminal court proceedings, shall be granted such leave. Employees shall be guaranteed their regular daily pay from the SAU. The employee shall forward to the Payroll Department all reimbursements for such services, exclusive of what personal expenses are incurred (e.g. travel). When such reimbursement is greater than the regular daily pay of the employee, the employee shall retain only the excess amount.

**ARTICLE 22
JOB POSTINGS**

- 22.1 All unit vacancies, promotions and new jobs must be posted for six (6) working days in each school, so that all employees will have an opportunity to apply for these jobs.
- 22.2 Job postings shall include job specifications, range of pay, hours worked, and job location, and if the position is permanent or temporary.
- 22.3 The District shall provide space for bulletin boards for the posting of notices of the District addressed to the employees and notices of the Association addressed to the members.
- 22.4 During the summer months when schools are not in session, the unit vacancies shall be posted on the bulletin boards at Central Office and copies shall be sent to the President of the Paraprofessional unit. The Union will provide the summer addresses of the President of the Paraprofessional Unit.

**ARTICLE 23
HOURS OF WORK YEAR**

- 23.1 It is agreed that the paraprofessionals shall, with notification to the Business Office by the end of the previous year, be paid on a biweekly basis for a total of twenty-two (22) or twenty-six (26) pay periods starting in September of their employment year.

Those employees who elect to be paid on a biweekly basis for a total of twenty-six (26) pay periods starting in September of their employment year shall be paid four (4) of their last five (5) checks on the same day as the teachers receive their final checks. The remaining check will be paid as soon as possible thereafter but not later than the last day in June.

- 23.2 The work year for paraprofessionals shall be at least 183 days or the same number of teacher/student contact days whichever is greater. It is understood that the paraprofessional work year will include one day for pre-preparation before the student year begins, one day of in-service training, and one non-student contact day during the school year. It is further understood that holidays as cited in Article 18 are in addition to the regular work year.

- 23.3 The district shall notify paraprofessionals as to their employment status as follows:

Paraprofessionals in state/federally funded positions (outside funding) shall be notified within twenty one (21) days of funding confirmations;

- (2) All others shall be notified by July 21.

If budget problems cause a reduction in the number of staff, a two week's notice will be given.

HOURS OF WORK AND OVERTIME

- 23.4 Employees starting times, and hours to be worked are set up as deemed necessary by the Superintendent of Schools,

building principals, or supervisors, according to the individual school and program needs.

Hours to be worked shall be set forth on the individual work agreement issued to each employee as provided in Article 23.3 above.

- 23.5 Except in the case of extreme emergency conditions, the employee workday shall be scheduled between the hours of 7 A.M. and 5 P.M.

- 23.6 Paraprofessionals who volunteer and are selected to attend camps, trips and other activities involving overnights shall be paid at the rate of \$10.00 per hour from 7 a.m to 9 p.m if they are on-duty and actively supervising or aiding students. Any overtime incurred as a result of these assignments shall be at one one-half this rate. For each overnight, paraprofessionals will receive a stipend of ~~twenty five~~ fifty dollars (\$250.00). It is understood that such activities are voluntary and there will be no reprisals against any employee who declines such activities.

- 23.7 Except in the case of an emergency a paraprofessional may not replace a teacher as the person charged with the responsibility for a classroom of students.

- 23.8 Employees employed 35 hours or more during the 2008-09 school year and with eight (8) or more years of service as of September 1, 2008, shall not have their work week reduced to below 35 hours.

- 23.9 Employees will receive a 15-minute paid break each day.

23.10 Employees will receive an uninterrupted 30-minute lunch break each day. If the employee is required to be with a child during the lunch break, the lunch period will be paid.

TRANSPORTATION

23.11 Whenever employees are requested to transport students and such request is authorized by the building principal, and the program manager, the established school department rate for travel will be paid after being properly vouched.

ARTICLE 24

COLLEGE COURSE TUITION REIMBURSEMENT

24.1

~~24.1~~ A. Each school year during this Agreement, the School District will budget and make available \$5,250 for college course tuition reimbursement. The Board agrees to budget \$9,000 per year to provide reimbursement to employees who complete approved courses,

~~workshops or conferences related to their job responsibilities. Only twenty five percent (25%) of said amount may be utilized for college level courses and only half of that amount may be used on first semester courses. Paraprofessionals shall be eligible to use this benefit for college courses after one year of service as a paraprofessional. Paraprofessionals shall agree to remain in the district as a paraprofessional for one full school year after receiving reimbursement for a college course. No paraprofessional shall receive more than \$300 in total reimbursement for approved courses, workshops and conferences in a school year.~~

~~B. Employees who have been employed by the School District for at least one year may request approval for college course tuition reimbursement. In order to receive approval, a requested course must be job related and must be considered and approved in advance by the building principal and Central Office Designee. All courses, workshops and conferences must be approved in advance by the employee's supervisor or project manager. The District will pay for workshops and conferences with purchase orders when possible.~~

~~C. On a "first come, first served" basis, and subject to the overall annual budget of \$5,250, the District will reimburse up to three credit hours per employee, capped at the in-state tuition rate currently charged by Granite State College.~~

~~The Board will pay a minimum of one hundred (100%) of the costs for any approved program. Disbursement of funds will be on a first come, first serve basis. Each employee shall be limited to one program per calendar year unless there are unused funds, whereupon support for a second program can be requested.~~

D. Course reimbursement will be paid within four (4) to six (6) weeks upon proof of registration. If a Paraprofessional drops a course, he/she must notify Central Office immediately and must reimburse the district either through payroll deduction or cash payment within two (2) weeks of said notification. The Paraprofessional must provide official evidence, within two (2) weeks of receiving notification, of a minimum grade of B or better. If said grade~~(s)~~ is not obtained, the Paraprofessional must reimburse the District either through payroll deduction or cash payment on a mutually-acceptable schedule.

~~If paraprofessional certification is required, the School district will provide employees with a reasonable opportunity to become certified at no cost to the employee.~~

24.2 Workshop Payment

A. Each school year during this Agreement, the School District will budget and make available \$6,750 for professional workshops.

B. Employees may request approval for payment for professional workshops. In order to receive approval, a requested course must be job related and must be considered and approved in advance by the building principal and Central Office Designee.

C. Payments will be on a "first come, first served" basis, and subject to the overall annual budget of \$6,750. The District will pay up to \$300 per workshop, per paraprofessional.

D. The District will make every effort to pay for the workshops prior to the employee's attendance. Employees will be required to reimburse the district for workshops that are paid for, but not attended.

E. Money left in the Workshop Payment account at the end of the year will be used to reimburse employees who have taken approved college courses which were not funded.

ARTICLE 25 COPY EQUIPMENT

25.1 The District agrees to allow the use of its copying equipment to members of the Paraprofessional Unit when the

purpose is to provide notice and information to its membership. This work will be performed during a time when

the machines are not in use, when the employee is off duty and the materials will be supplied by the Association.

**ARTICLE 26
CATEGORIES OF EMPLOYMENT**

26.1 The District agrees that if new categories of employment are added to the bargaining unit, the wages and working conditions will be the same as the provisions of this AGREEMENT.

**ARTICLE 27
DURATION OF AGREEMENT**

27.1 This AGREEMENT shall be in full force and effect from July 1, 2014~~08~~ to and including June 30, 2017~~14~~ 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 date of expiration as provided in Chapter 273-A; 3:11A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this AGREEMENT but also desire to negotiate changes 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, as provided in Chapter 273-A; 3:11 (PELRB), advising that such a party desires to revise or change terms or conditions of such AGREEMENT and specifies the articles to be renegotiated. The AGREEMENT shall remain in full force and effect until such changes and revisions have been agreed upon.

**ARTICLE 28
RESIGNATIONS**

28.1 Because of prorated pay, a written resignation must be received by the immediate supervisor a minimum of two (2) weeks prior to the effective date of resignation. Employees who work through the end of the school year and provide notice of resignation prior to June 30 shall be continued on the District's health insurance plan in July and August upon advance payment of premium co-pay.

**ARTICLE 29
STEPS**

29.1 Salary steps shall equal years of service. When hiring paraprofessionals the District may give up to ~~two~~ five (5) years of credit on the salary schedule for experience as a

teacher or comparable educational professional. ~~This shall increase to~~

~~3 years in 2009-10, 4 years in 2010-11 and 5 years in 2011-12.~~

**ARTICLE 30
COPIES OF AGREEMENT**

30.1 All paraprofessional employees shall be provided with a copy of this working AGREEMENT. Project Managers shall provide each new employee with a schedule of hours of work and their job description.

**ARTICLE 31
MILITARY LEAVE**

31.1 An employee called to serve a training tour of duty or for emergency (flood, hurricanes, riots, etc. or upon the call of the Governor of the State of New Hampshire) with the National Guard or Armed Reserves will suffer no loss of pay or fringe benefits and will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. This shall be limited to eleven (11) work days per school year.

**ARTICLE 32
WAGES**

COLA Adjustment

Effective July 1, 2008~~14~~ and each July 1 thereafter of each year from July 1, 2010~~4~~ through June 30, 2014~~7~~ an annual COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA Adjustment percentage shall be determined by the ten (10)-year rolling average of the annual increase in the CPI-U for the Boston-Brockton-Nashua--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 base as used by BLS.

Thus if the ten (10)-year average CPI-U for the Boston SMSA 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%.

The parties agree that in the event that the City approves COLA increases, general wage increases, or general bonuses for fiscal years 2009 through 2014 for any other City or School District bargaining unit, except the Association of Portsmouth Teachers, that are greater than the increases generated under the COLA Adjustment clause in this contract, members of this bargaining unit shall be entitled to the same increases. This provision will not be applicable if:

a) Another bargaining unit receives COLA increases for fiscal years 2010 through 2014 in accordance with the same COLA formula in this contract, but not for fiscal year 2009.

b) Another bargaining unit receives COLA increases for fiscal years 2009 through 2014, but the total compounded impact is less than the total compounded impact the COLA adjustments provided by this contract. The total compounded impact is measured by the total new dollars generated on \$1000 in base wages over the term of the contract. For example, under this contract, \$1000 in base wages would generate \$507.24 in total new dollars for fiscal years 2009 through fiscal year 2014 (assuming 3% COLA increases for fiscal years 2011 through 2014). Partial year COLA adjustments shall result in pro-rated dollar increases for such years. (See Appendix A for calculations on this contract).

c) Another bargaining unit agrees to a contract through fiscal year 2013, then negotiates a different COLA adjustment for fiscal year 2014 as a part of a successor agreement.

d) Another bargaining unit receives general wage increases that might be mandated by an outside authority such as the Public Employee Labor Relations Board or under binding interest arbitration if such legislation ever is passed and becomes applicable to the bargaining units listed above.

The wage scales for Paraprofessionals shall be:

201408-1509	
Step	Rate
1	\$11.70 \$13.15
2	\$12.33 \$13.87
3	\$12.99 \$14.62
4	\$13.72 \$15.44
5	\$14.48 \$16.30
6	\$16.95 \$19.12

The wage scales for Interpreters/Tutors shall be:

201408-1509	
Step	Rate
1	\$18.27 \$20.55
2	\$19.30 \$21.72
3	\$20.38 \$22.93
4	\$22.58 \$25.41

Applicability After Contract Expires: It is clearly understood that in the event that the ~~three~~^{six} year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 201~~6~~⁷4 that no further COLA adjustments after July 1, 201~~6~~⁷3 will be generated under the Working Agreement even though 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, 201~~6~~⁷4.

Should there be a difficulty in hiring paraprofessionals, the Board may, after consultation with the Association, eliminate the first step of the paraprofessional pay scale. This may only occur once and should it occur, this language will become null and void. Should there be any employees on the first step of the paraprofessional pay scale if/when the step is eliminated, those employees would immediately be moved up to the new first step.

ARTICLE 33 EVALUATIONS

1. The parties recognize the importance of a procedure for evaluation the performance of both newly employed and experienced paraprofessionals for the purpose of identifying individual strengths and weaknesses and for improving the level of instruction in the school district.

2. The District shall provide copies of any evaluation forms and/or associated documentation at the beginning of the school year. The District shall also communicate to the employees the process for evaluations. If the evaluation process needs revision, input from the association will be sought and considered. Changes to the evaluation process shall, upon adoption by the School Board, be sent to the Association President.

3. Evaluations will be done by the employee's Building Administrator in conjunction with the employee's immediate supervisor. Such evaluation shall be ongoing and will be done on evaluation forms with the objective of meeting the roles and responsibilities of the job. Prior to May 15th each employee shall receive a written copy of his/her annual evaluation. A conference between the immediate supervisor and/or Building Administrator and the employee will be held to discuss the evaluation.

4. No evaluation that has not been shown to the employee may be placed in the employee's file. The employee shall sign the evaluation; however, such signature shall indicate only that the evaluation has been reviewed by the employee and shall not necessarily indicate concurrence with the contents. The employee will have the right to attach a written response to the evaluation.

5. If a paraprofessional is found in need of improvement and the District determines that training will improve efficiency, the District will provide opportunities for training to enhance proficiency.

SIGNATURES

Signed this _____ day of _____ 2014~~09~~.

For the Portsmouth
School District

For the Portsmouth
Paraprofessionals'
Association NEA/NH

Chairman, School Board

President, Association's
Negotiating Committee

Superintendent of Schools

City Negotiator _____

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MEMORANDUM

To: Portsmouth School Board Members
From: Ed McDonough
Date: November 20, 2014
Re: Impacts on FY 16 Budget Development

In order to provide some background information, the administrative team wanted to share some of the pressure points we have been experiencing over the past few years in our general fund budget as well as forecast what we expect the impacts will be in developing our proposed budget for your consideration at the November 25th workshop session.

The issues fall into three larger categories. The first is the traditional fixed costs associated with the salary and benefits portion of the budget. The second area is the rising cost of energy, be it increased electricity rates, gas or water and the third area, an area of concern over the past few years, is the decline of grants and tuition and fees while costs associated with these positions continue to increase means we are facing less staffing through our grants.

Fixed Cost Areas:

- Salary (assuming approved contracts for FY 15 and retroactive payments), on average, salary and wages are expected to increase by 2% in FY 16.
- NH State Retirement Rates increase in FY 16 by 10.66% for teachers and by 3.7% for others.
- Health Insurance Rates: Guaranteed Maximum Rates for School Care is 7.4% and for LGC is in a range of 2.5% to 3% ; the Joint Budget Committee will determine, but the ten year stabilization average is 7.2%.

Energy and Associated Costs

- Electricity rates changed after the FY 15 budget was developed and we are tracking closely. Increases in natural gas as well as water will be major adjustments in FY 16.
- Mechanical systems at PHS are approaching 12 years of age and are placing greater strain on the maintenance budget.
- Will there be increased transportation costs with a possible later start at secondary level?

Decline of Outside Funding (Tuition & Fees & Federal Grants)

- Since the loss of ARRA funding, typical federal entitlement grants (Title I, Title II, Class Size reduction and Professional Development, Title III, ESL, and IDEA (Individuals with Disabilities Act) grants have steadily declined, while costs associated with grant funded positions continue to rise. FY 16 will require a reallocation of some positions.
- Our Partners for Success Grant, a two year grant from the Department of Health and Human Services (DHHS), provides us a full-time Substance Abuse Counselor at the High School and Wellness Coordinator. Funding will end this year putting these two valuable positions at risk.
- Robert J. Lister Academy is a first rate out of district service provider, but it continues to see a decline in out of district tuition, while the numbers of students from Portsmouth who attend has risen. RJLA still serves the Portsmouth School District well, but a change in the assumptions of the funding model will be required.