SCHOOL CAFETERIA AGREEMENT
BETWEEN

THE PORTSMOUTH SCHOOL BOARD
PORTSMOUTH, NEW HAMPSHIRE

and

PORTSMOUTH MUNICIPAL EMPLOYEES, LOCAL #1386
NON-SUPERVISORY CAFETERIA PERSONNEL

OF THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 93, AFL-CIO

July 1, 2022 - June 30, 2025

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WORKING AGREEMENT

This Agreement made and entered into by the Portsmouth School Board and Local #1386 of the American Federation of State, County, Municipal Employees, AFL-CIO (hereinafter called the UNION) representing the Cafeteria employees of the Portsmouth School Board (SAU 52).

WITNESSETH

Whereas the UNION has been established as the certified bargaining representative by the Public Employee Labor Relations Board for the purpose of collective bargaining under the provision of RSA 273-A and is the exclusive representative of all non-supervisory cafeteria employees of the Portsmouth School Board who are enrolled on the Board's payroll.

1 - Management's Rights

The direction of department operations and the determination of the methods and the means by which such operations are to be conducted shall be the function of management. All rights and responsibilities not specifically modified by this Agreement shall remain the function of management and the Board and in accordance with the provisions of RSA 273:1:XII.

It shall be the right of the UNION, however, to present and process grievances of 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.

2 - Hours Of Work

The normal work week shall consist of any five (5) consecutive days, Monday through Friday. The normal work day hours shall be between 6:30 A.M. and 2:00 P.M. depending on the hours the school is scheduled.

3 - Scheduling Change

In the event it is necessary to change an individual employees work schedule it may be changed for one hour, provided a weeks notice is given in advance to the employee affected, stating the duration of the change. Overall schedule changes shall be discussed with the Union prior to implementation and as much advanced notice as possible shall be given to the unit employees.

4 - Hours Generally

Generally, a cafeteria employee's hours of work will reflect the hours the school is open.

5 - Overtime

The Food Service Director will determine if a supervisor and/or bargaining unit employee is needed on all extra school kitchen use. This is to be done on a rotating basis.

Overtime shall be granted in the building where it occurs first on the basis of qualifications and rotated on the basis of seniority among those signing up for it.

6 - Overtime Rate

All employees shall receive time and one-half for all hours worked over forty (40) in any one week. All hours worked off-schedule on catering jobs not paid by the School Department shall be at overtime rates.

7 - Overtime List/Distribution

All employees desiring to work overtime shall place their names on an overtime list once a year. This list shall be posted by the School Board for the first three (3) weeks of September to allow employees to sign the sheet. Overtime shall be granted in the building where it occurs first and on the basis of qualifications.

8 - Overtime/Call-In

When employees are called in to work outside of their regularly scheduled working hours, they shall be paid at their regular hourly rate for the time worked.

9 - Promotions and Transfers

The Food Service Director reserves the right and shall have the right to make promotions and transfers primarily on the basis of ability, experience, performance, attitude, and appearance but shall be governed by District seniority when equal qualifications are present. Similarly qualified internal candidates shall be given preference over outside non-bargaining unit candidates.

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

Vacancies and new jobs that are to be filled shall be posted for five (5) working days in each school to allow employees the opportunity to apply for said position. All vacancies and new jobs that are to be filled, must be filled within thirty (30) working days after the expiration of the posting period or the position will be reposted.

If the employee fails to learn the job, management shall have the right to transfer the employee back to his or her previous job for a period not to exceed thirty (30) calendar days. Further, any employee who is promoted under this section shall have a one (1) week period to try the new position during which period the employee may elect to return to his or her previous job at the employee's option. This provision shall also apply to promotions outside the unit so that any employee who returns to the unit by exercising an option or because the employee fails to learn the new job shall not lose seniority in the unit.

10 - Job Posting

Job posting shall include job specifications, job location, shift and hours, if the job is permanent with a permanent rating and whether or not the job which is to be filled is open because a person has been granted a leave of absence. All postings are to be dated, indicating month, day, and year.

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 Food Service Director to discuss the reason(s) why she/he was not selected. Said meeting should take place no later than five (5) working days after the written request has been received.

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 Food Service Director shall notify the Vice-President and the Shop Steward no later than thirty-five (35) work days after the position was posted.

Vacancies will be filled in the following order:

1. from current staff utilizing the procedures set forth in this Section 10;
2. from the recall list employees on layoff; and
3.. from employees returning from extended leave of absence without pay.

11 - Non-Selection

The proceeding procedure shall be followed in all transfers and vacancies whether temporary (over thirty (30) days) or permanent.

12 - Disciplinary Procedure

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 stated in writing with reason stated and a copy given to the employee, the Vice-President and the Shop Steward at the time of suspension or discharge.

Disciplinary action shall follow this order:

A. Verbal warning
B. Written warning
C. Suspension without pay
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 the employee's superior

E. Failure to observe rules and regulations
F. Incompatibility with other employees
G. Unauthorized absence from work
H. Being under the influence of liquor or illegal drugs while on duty
I. Drinking intoxicating beverages and/or using illegal drugs on duty
J. Falsifying sickness or any other cause of absence
K. Falsifying timecards
L. Failure to complete the required training hours required by USDA

13 - 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.

14 - Written Reprimand

Written reprimands will not be removed from personnel files. After the period of one (l) year from the date of a written reprimand, provided there are no similar infractions committed during the intervening period, a written reprimand will not be considered as the basis for other discipline. However, if the discipline involves misconduct of any type against a minor, this limitation will not apply.

15 - Suspension

Suspensions will not be removed from personnel files. After the period of three (3) years from the date of a suspension, provided there are no similar infractions committed during the intervening period, a suspension will not be considered as the basis for other discipline. However, if the discipline involves misconduct of any type against a minor, this limitation will not apply.

16 - Personal Days

Employees may receive three (3 paid personal days for business which cannot be transacted any other time. Whenever possible, a 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 an election day unless upon approval from the Food Service Director. Personal days are to be requested on an appropriate form, software, or on-

line solution supplied by the School Board. Abuse of personal days for reasons other than those stated above (business) may be enough for disciplinary action.

17 - Sick Leave Accumulation

Sick leave without loss of pay or other benefits shall be computed at the rate of one (I) day per month for ten (10) days per year and may be accumulated to a maximum of one hundred fifteen (115) days. It shall be credited to an employee's record only after it is earned. Sick leave accumulation shall be reported to employees in writing via their paychecks.

Sick leave will be recorded on the basis of daily hours taken from the employee's letter of intent at the time sick leave is earned and charged on the basis of daily hours taken from the employee's letter of intent at the time the leave is used.

The maximum hours that may be accumulated will be four hundred and fifty (450) hours. Sick leave adjustments for employees who accumulate leave exceeding four hundred and fifty (450) hours will be made each June.

18 - Sick Leave (Overtime)

All paid sick leave taken shall be counted as hours worked when computing overtime.

19 - 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 family. Immediate family shall include spouse, child or parent. This may be extended under extenuating circumstances by the Superintendent of Schools.

20 - Sick Leave (Pay Back)

The School Board agrees to pay sixty percent (60%) of the accumulated sick days and a cash payment at the present per diem rate, to any employee who retires from the Portsmouth School Department. This retirement is governed by standards of retirement under the New Hampshire State Retirement System. Any employee who voluntarily resigns his/her employment after ten (10) years of continuous service will receive sixty percent (60%) of his/her sick leave, the only exception being if an employee is discharged for just cause. One hundred percent (100%) payback of all sick

leave accumulated upon the death of the employee. Employees hired after July l , 1996 shall not receive any sick leave payback upon retirement, termination, or death.

The parties agree that in the event the City Council or the School Board appropriates money to use to buy out a portion of employees Sick Leave Accounts each employee may accept a buyout of any portion he/she voluntarily agrees to in writing based upon the terms offered. The parties recognize that if limited buyout funds are available, buyout offers will be made to employees based upon seniority.

21 - Leave of Absence

After one (1) year of employment and upon the approval of the Director of Food Service, a leave of absence may be granted.

The leave shall be without pay or other benefits. The leave may be granted for such reasons as Personal, Illness or Educational reasons and shall not exceed one (1) year.

Employee will be able to return to position held at the time of the leave. A temporary position will be posted for the duration of the leave.

An extension of the leave may be granted if the employee has been continuously employed for more than three (3) years in the Portsmouth Food Service Program.

Employee will be able to return to any OPEN position for which she/he is qualified. Requests for leave must be received no less than THIRTY (30) days prior to the date of the request for such leave to begin except in an emergency situation.

All requests shall be in writing stating the beginning and return dates and the reasons for the requested leave.

No leave shall be granted during the months of September or June.

22 - Bereavement Leave

Bereavement leave of seven (7) working days with pay shall be granted full-time or permanent part-time employees in the event of the death of her/his:

Husband/Wife/Civil Union Partner
Child

Bereavement leave of five (5) working days with pay shall be granted in the event of the death of her/his:

Parent	Mother-in-Law
Sister	Father-in-Law
Brother	Son-in-Law
Daughter-in-Law	

Bereavement leave of three (3) working days with pay shall be granted in the event of the death of her/his:

Brother-in-Law	Nephew
Sister-In-Law	Ward or other relative living
Grandmother	in the household of the employee
Grandfather	Uncle
Aunt	Niece

Extensions may be granted upon request of the employee to the Food Service Director.

23 - Union Business

The School Board agrees to allow UNION representatives, stewards, and/or aggrieved employees reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances provided such time away from work does not interfere with the work of the department. The UNION representatives shall obtain prior permission from the Lunch Director, or an authorized representative, to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee located at a different work site.

Time lost by representatives of the UNION on grievance settlement or negotiations shall be paid by the School Board as provided for in RSA 273-A:II.

One employee, if elected as a delegate to either the AFSCME International Convention, New Hampshire Public Employee Council 93 Convention, or the New Hampshire State Labor Council Convention, shall be allowed a leave of absence, with pay, not to exceed one (1) working day per year.

24 - Uniforms

A selection of the uniform will be made by a committee of three (3) union representatives and one (1) manager.

The final uniform selection will be subject to approval of the Director.

Upon hire the School District will supply each new employee an introductory "kit" of appropriate uniforms.

Each year thereafter the employee shall receive an annual stipend for the purpose of purchasing replacement uniform components, and shoes.

Full time employees shall receive $200.00 annually.

Part Time Employees shall receive $150.00 annually.

For the purpose of this section "Part-Time" is defined as employees working less than 29 hours weekly when school is in session.

25 - Holidays

Employees are entitled to the following paid holidays:

Labor Day
Two (2) Teacher Workshop Days
Thanksgiving Day
Memorial Day
Martin Luther King's Birthday*
Christmas Day
Indigenous Peoples Day*
Veterans Day
Day After Thanksgiving

*If a non-school day

26 - Holiday Pay

In order to qualify for the holiday pay referred to above, an employee must have worked the last scheduled work day before the holiday and the first scheduled work day after the holiday, except in the case of sick leave supported by a doctor's note.

If the above named holidays fall on a Saturday, then the preceding Friday shall be considered as the holiday. If the holiday falls on a Sunday, then the following Monday shall be considered as the holiday.

27 - Holiday (Overtime)

All hours paid on a holiday shall be counted as hours worked for the purpose of computing overtime.

28-Harassment or Discrimination Policy

The parties agree that members of the bargaining unit are subject to the City's Harassment/Discrimination Policy, a copy of which is attached as Appendix C.

29 - Health and Dental Insurance

Effective September 1, 2014, or as soon as practicable thereafter, the Employer will offer full-time employees the Consumer Driven Health Plan (CDHP) issued by Cigna Insurance under its SchoolCare Plan of the New Hampshire Health Care Coalition. The employee's premium cost share for the CDHP (single, 2-person or family option) will be 5% of the total premium. The Employer's premium cost share will be 95% of the total premium.

Effective July 1, 2023 the employee's premium cost share for the Yellow Plan with Choicefund will be 8% of the total premium. The Employer's premium cost share will be 92% of the total premium. Effective July 1, 2024 the employee's premium cost share for the Yellow Plan with Choicefund will be 7% of the total premium. The Employer's premium cost share will be 93% of the total premium. Effective July 1, 2025 the employee's premium cost share for the Yellow Plan with Choicefund will be 6% of the total premium. The Employer's premium cost share will be 94% of the total premium. The Employer will pay 100% of single dental insurance coverage for bargaining unit members through Cigna.

The Union agrees to participate in a City-wide committee to explore health insurance options. Any recommendations shall be subject to the ratification process for both patties.

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this six (6) year contract — such plan would only become effective if ratified by the Association, approved by the School Board and approved by the City Council.

34 - Seniority Bumping Rights

No employee shall have the right to replace another employee in any classification by virtue of District seniority alone, except that, in the event of the permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the next lower classification for which they have District seniority.

Displaced employees in those lower categories shall have the same rights of reassignment as referred to in this Section.
It is understood that an employee may not bump an employee in a higher job category.

35 - Seniority List

Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular classification seniority list to which she/he has been promoted, regardless of her/his District seniority, and she/he shall be considered to be the junior employee in that classification regardless of the District seniority of other employees already in that job, until such time as other promotions are made into this classification. The Union shall receive a copy of the bargaining unit seniority list by the end of September each year.

36 - Bulletin Boards

The School Board shall provide a bulletin board in each school tor the posting of notices of the School Board addressed to its employees and notices of the UNION addressed to its members. The School Board shall locate its bulletin boards in convenient places in the schools. No notice shall be posted in or around School Board property except on such boards and then only after approval by the School Board as being suitable for posting and until it shall have been signed by the UNION President or Secretary. Copies of all UNION notices will be sent to Central Office Attention of Director of Food Service.

37 - Grievance Definition

A grievance shall mean an alleged violation, misinterpretation, or misapplication with respect to one (1) or more employees of any provision(s) of this Agreement.

38 - Grievance Time Frame Occurrence

A grievance must be filed by the employee(s) within ten (10) working days of its occurrence or when the employee(s) by reasonable diligence became aware of its occurrence.

39 - Grievance Procedure

Grievances shall be processed in the following manner:

a. An employee (or UNION) who has a grievance shall discuss the grievance with her/his steward. All grievances must be in writing and on an official grievance form.

b. An initial meeting will be held among the aggrieved employee, UNION representative, and the School Food Service Director, with a written decision to be rendered within five (5) working days.

c. An unfavorable decision at Step "b" may be appealed in writing to the Superintendent of Schools with five (5) working days. The Superintendent shall have five (5) working days to render a written decision.

d. An unfavorable decision at Step "c" may be appealed to the School Board in writing. The request for a hearing must be sent in writing to the School Board within ten (10) working days of the unfavorable decision rendered under Step "c".

e. Should the decision of the School Board be unsatisfactory, the grievance may be taken to arbitration under the rules of the American Arbitration Association. However, if an arbitrator cannot be mutually agreed to, an arbitrator shall be chosen using the PELRB's procedure. The decision of the arbitrator shall be final and binding on the parties as to the matter in dispute. Should the Union wish to submit a grievance to arbitration, it must notify the School Board in writing within four (4) weeks 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.

The arbitrator shall have no authority to alter, amend, modify, change, add to or delete from the provisions of this agreement.

The parties agree that any arbitrators award rendered under this agreement may be subject to review as set forth in RSA 542.

f. Grievances shall be submitted separately to arbitration and no more than one (1) shall be the subject of a single proceeding unless otherwise agreed to by both parties.

40 - Arbitrator's Expense

The expense of the arbitrator shall be borne equally by both parties.

41 - Grievance Time Limit

If said grievance is not reported and/or processed within the time limit set forth in this Article, the matter shall be dismissed and no further action shall be taken with respect to such grievance. The above time may be extended or by-passed by mutual written agreement of the parties.

42 - Grievance Decisions

All decisions regarding wages, wage rates, hours worked and not worked, promotions, transfers, and new jobs shall be retroactive to the date the grievance first occurred.

43 - Pre-Arbitration Procedure

If the UNION is not satisfied with the disposition of the grievance 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, a representative of the Department involved, Superintendent's Office, School Board, and the UNION will meet to determine if the grievance can be settled without arbitration.

44 - Bonding Of Employees

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

45 - Stability of Agreement

Should any Article, Section or portion thereof of this agreement be declared invalid because it is in conflict with a Federal or State Law or be held unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific Article, Section, or Portion there of specified in the decision. The parties to this Agreement agree to meet to negotiate only on the specific Article, Section or Portion thereof which has been declared invalid or unenforceable, but neither party is required to make concessions in order to reach agreement on the specific Article, Section or Portion thereof in question.

46 - Lunch Breaks/Meals

The School Board shall provide, at its cost, one (1) meal per day to each employee covered by this agreement while they are working.

Employees who work tour (4) hours or more shall be entitled to one ten (10) minute break and employees working six (6) hours or more shall be entitled to an additional ten (10) minute break. The time for taking breaks will vary within each school and shall be mutually agreed on. The breaks called for herein will be on District time.

It will be the employee's responsibility to notify the supervisor at their break time. If the supervisor decides that a break cannot be taken, the employee will be paid for the time.

47 – Mileage

Commencing with the execution date of this Agreement, the School Board agrees that employees required to work in more than one (1) school per-day shall be reimbursed at the IRS rate per mile. Employees will track their mileage on a daily basis and turn in a log to the Food Service Director in June and December of each year.

48 - Probationary Period

All new employees hired after the commencement of this Agreement shall serve a probationary period of ninety (90) work days, which may be increased to one hundred and thirty five (135) work days at the discretion of the Food Service Director and reported to the Human Resources Director and reported to the Human Resources Department, and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have worked said probation

period days shall be known as regular employees and the probationary period shall be considered part of the seniority time.
It is understood that employees during their probationary period are considered to be employees at will and may be discharged with or without cause.

49 - Worker's Compensation

Workers' Compensation benefits will be provided as specified in the New Hampshire Statues.

50 - Civil Leave for Juror or Witness Service

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

All time spent while serving on jury duty shall be counted as hours worked.

51 - Evaluations

All employees shall be evaluated at least once per employment year.

Prior to May 1st each employee shall receive a written copy of her/his annual evaluation. Such an evaluation shall be ongoing and shall be administered by the employee's supervisor and/or the Director of Food Services.

After the evaluation has been completed a conference shall be held during working hours to discuss the evaluation report.

The employee shall have the right to attach a written response to the evaluation within thirty (30) days of the evaluation.

52 - Plus Rate

Employees who work in a higher classification for three or more consecutive days shall be compensated at the same step in the higher classification as they were on before

the temporary assignment. When Plus Rate pay is applicable, the employee will be paid for each hour worked retroactive back to the first day.

An employee may be assigned temporarily, for a period not to exceed thirty (30) calendar days, to the work of any position of the same or lower grade without a change in pay.

Assignments to higher paying job classifications, temporary or otherwise, shall be in accordance with the Promotion and Transfer Article of the Agreement.
All new positions, promotions, or transfers beyond a period of thirty (30) days shall be posted on the School Board bulletin boards for a period of at least five (5) working days and any interested employee shall have the opportunity to apply for said position, promotion, or transfer.

53 - Meetings

Any meeting which are called by the Food Service Director or any management personnel, acting on behalf of the Director, at which mandatory employee attendance is required shall be held on School Board time. It shall be mandatory for employees to attend said meeting(s).

54 - Education Incentive

The School Board shall pay the cost of any workshop or class that its employees are required to attend. The School Board shall also pay employees, at their regular hourly rate, for all training hours that the School District requires. When the School Board requires its employees to become certified, the School Board shall pay for any workshop necessary to complete and/or retain certification.

The School Department will reimburse up to one hundred dollars ($100.00) annually for courses taken by employees on their own time which are related to their jobs. To receive reimbursement, the course must receive prior approval of the Director of Food Services and the employee must successfully complete the course. The annual budget for reimbursement shall be one thousand dollars $1,000.00).

The District will adopt a cross-training program within each school.

55 - Contracting and Sub-Contracting Out

The School Board recognizes the concern of the UNION in regard to contracting or subcontracting out work which results in a reduction of the work force, therefore, during the term of this Agreement the School Board agrees not to contract out or subcontract out any work normally performed by members of the bargaining unit covered by this Agreement.

56 – Union Dues and Other Deductions

A. Upon receipt of signed authorization from employees who are subject to this agreement, the employer shall deduct from the employee's pay dues payable by such employees to the Union. Such authorization shall be for the life of the Contract and shall be continued thereafter if a contract exists between the City and the Union. The deductions shall be remitted to the Union no later than ten (10) days from the date on which the deduction was made. The City shall furnish the Union with a record of each deduction showing the amount and the employees from whom such deduction was made. [As authorized by NH RSA 275:48 (b) (1)]

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.

B. Employees who decline membership in the Union will be required to declare, in writing, their rejection using the "Membership Rejection Statement" attached to this document in appendix "X", which outlines certain benefits that will not be available to the non-member, as well as costs and fees the non-member may be required to pay for access to Union representation. Employees who are members who choose to discontinue membership in the Union may "opt out" in writing during the month of June each year.

The exclusive representative may require a non-member to pay for the reasonable costs and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-member's request. The exclusive representative may require non-members to pay any anticipated proportional costs and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of agreements with the public employer.

C. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union.

The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. [This deduction is authorized by NH RSA 275:48 I. (e)]

D. The employee shall provide the opportunity for Union officials to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, not later than 10 calendar days after the date of hire.

57 - Union Security

It is recognized that the negotiations for and administration of the Agreement entails expenses which appropriately should be shared by all employees who are beneficiaries of this Agreement.

58 - Notice of Intent to Terminate

Employees NOT intending to return to work for the next school year shall notify the Food Service Director by the first Monday in July.

59 - Family Medical Leave Act And Maternity Leave

The parties agree that members of the bargaining unit are subject to the City's Family Medical Leave Policy.

60 - Salary Schedule

The Salary Schedule is incorporated into this agreement as Appendix B. In the event the Federal Minimum Wage is increased above the lowest step of the pay scale for this agreement, the parties agree to reopen the contract to discuss the issue of wages.

61 - Longevity Schedule

See the attached Appendix D.

62 - School Nutrition Association Membership

The School Department will provide an annual membership to the School Nutrition Association.

63 - Copies

An electronic copy of this document shall be maintained on the School District and/or the City's Web Site for the duration of the agreement.

64 - Duration Of Agreement

This Agreement shall be in full force and effect from July 1, 2022 to and including June 30, 2025 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the budget submission date. Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes and/or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date of February 2, advising that such party desires to revise or change terms and conditions of such Agreement. This Agreement shall remain in full force and effect until such changes and/or revisions have been agreed upon.

EXECUTED THIS 24th DAY OF May 2023.

PORTSMOUTH SCHOOL DISTRICT	UNION
Nancy Clayburgh Chair, School Board	Union President
Zachary McLaughlin, Superintendent	Union Representative Bobby Jones, AFSCME Council 93
Nathan Lunney Business Administrator	
Tom Closson City Negotiator	

APPENDIX A

PORTSMOUTH CAFETERIA EMPLOYEES
BUMPING PROCEDURE

Positions: Cook - Bookkeeper - Food Service Assistant
Cook has: 6 years District Seniority

1 year Classification Seniority

Step 1 LATERAL MOVEMENT: If displaced cook has more Classification seniority than another cook - displaced cook takes cook position at new school - cook that is now displaced (bottom of Classification list) bumps to next lower classification for which they are qualified (bookkeeper) using District seniority.

Step 2 BUMPING DOWNWARD: If original displaced cook is at the bottom of that particular classification list then she "bumps" down into bookkeeper classification using seniority to bump least senior (district seniority) bookkeeper. Least senior bookkeeper then "bumps" least senior food service assistant resulting in last in first out.

LATERAL GOVERNED BY CLASSIFICATION

BUMP GOVERNED BY DISTRICT*

- This procedure would follow whether full or part-time employees or a mix thereof was used.

- Bumps down as long as qualified by using district seniority.

APPENDIX B

Food Service Workers Rate Scale

2022-23	Non-Certified Worker					Certified Worker				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Cafeteria II	16.00	16.75	17.50	18.25	19.00	16.50	17.25	18.00	18.75	19.50
Cafeteria I	15.00	15.75	16.50	17.25	18.00	15.50	16.25	17.00	17.75	18.50

2023-24	Non-Certified Worker					Certified Worker				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Cafeteria II	16.66	17.41	18.16	18.91	19.66	17.16	17.91	18.66	19.41	20.16
Cafeteria I	15.66	16.41	17.16	17.91	18.66	16.16	16.91	17.66	18.41	19.16

2024-25	Non-Certified Worker					Certified Worker				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Cafeteria II	17.18	17.93	18.68	19.43	20.18	17.68	18.43	19.18	19.93	20.68
Cafeteria I	16.18	16.93	17.68	18.43	19.18	16.68	17.43	18.18	18.93	19.68

APPENDIX C

CITY OF PORTSMOUTH
HARASSMENT/DISCRIMINATION POLICY

NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

1 PURPOSE

The City of Portsmouth ("City") will not tolerate any form of discrimination and harassment, including sexual harassment. The purpose of this policy is to affirm the City's commitment to these important goals, provide guidance to prevent unlawful conduct, describe the means of reporting complaints and concerns, and to identify consequences. Adherence to this policy will promote a productive, safe and professional organization in which all persons are treated with fairness and respect.

Employees with any questions about this policy should not hesitate to contact their supervisor or the Human Resources Department.

2 SCOPE

This policy applies to all departments and divisions. It applies to all employees, full and part-time, as well as all interns (collectively "employees"). This policy covers employees' interactions with each other as well as with the public, vendors and contractors. Employees shall not engage in discriminatory or harassing conduct and equally as important, employees shall report discriminatory or harassing conduct regardless of whether that conduct is committed by a co-worker, member of the public, vendor or contractor so that the issue may be addressed promptly.

3 DEFINITIONS

Discrimination: For the purposes of this policy, discrimination means conduct that is based upon an individual's protected status (as defined below) and that: adversely affects a term or condition of the individual's employment; is used as the basis for or a factor in decisions affecting the individual's employment; or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Harassment: Harassment is a form of discrimination and includes unwelcome verbal, written, physical, or non-physical conduct that is based on a person's protected status that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment or otherwise negatively affects an individual's employment opportunities or benefits. Harassment is a form of discrimination, and can take many forms.

Protected Status: A personal characteristic including race, color, religion, disability, age, sex (including pregnancy), religion, national or ethnic origin, citizenship, protected veteran status, marital status, sexual orientation, gender identity or expression, genetic information, or any other

characteristic protected by law. Protected status is sometimes referred to as "protected class" or "protected category."

4 DISCRIMINATION AND HARASSMENT PROHIBITED

The City expressly prohibits any form of unlawful harassment or discrimination based on an individual's protected status. Employees shall not engage in discriminatory or harassing conduct against any person, whether a co-worker, intern, member of the public, vendor or contractor.

The conduct prohibited by this policy, whether verbal, written, physical, or visual, includes any discriminatory employment action and an unwelcome conduct that is inflicted on someone because of that individual's protected status. Among the types of conduct prohibited by this policy are epithets, slurs, jokes, negative stereotyping, intimidating acts, and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status whether that posting is physical or done through social media or other electronic means. The City prohibits that conduct in the workplace, even if the conduct is not sufficiently severe or pervasive to constitute unlawful harassment.

5 SEXUAL HARASSMENT

Sexual harassment, as a form of harassment, is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, written, physical and non-physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a condition of employment;
- Submission to or rejection of such conduct is used as a basis for any employment decisions affecting the person involved; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

This policy prohibits sexual harassment regardless of whether it rises to the level of unlawfulness. Sexual harassment can occur between members of the same sex as well as different genders. Sexual harassment includes preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct.

Examples of sexual harassment forbidden by this policy also includes, but is not limited to: (1) offensive sex-oriented verbal kidding, teasing or jokes; (2) repeated unwanted sexual flirtations, advances or propositions; (3) verbal abuse of a sexual nature; (4) graphic or degrading comments about an individual's appearance or sexual activity; (5) offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually suggestive objects or pictures, cartoons or posters; (6) unwelcome pressure for sexual activity; (7) offensively suggestive or obscene texts, emails, letters, notes or invitations; or (8) offensive physical contact such as patting, grabbing, pinching, or brushing against another's body.

6 EMPLOYEE AND SUPERVISOR RESPONSIBILITIES

All employees are responsible for keeping the work environment free of harassment and discrimination. This means encouraging respect and fairness and avoiding the encouragement of actions that could be perceived as discriminatory or harassing. Employees are responsible for reporting incidents of harassment and discrimination as described in Paragraph 7.

Employees in in a supervisory role have heightened obligation. If a supervisor observes or receives information regarding an actual or alleged incident of harassment or discrimination, the supervisor shall take immediate action to stop it, whenever possible or appropriate, and is obligated to report the incident using any of the options identified below in Paragraph 7. The supervisor shall take further prompt effective measures to ensure that no further apparent or alleged harassment or discrimination occurs pending completion of any investigation, in consultation with the Human Resources Director and the City Manager as appropriate. For example, it may be appropriate to place an employee against whom a harassment allegation has been made on administrative leave with pay pending the conclusion of the investigation. Any supervisor who is made aware of harassment or discrimination and fails to report it may be subject to disciplinary action, up to and including termination of employment.

Nothing in this Policy prohibits employees from affirmatively speaking with their co-workers about behavior, jokes, comments or other acts that they find uncomfortable or concerning if that employee is comfortable doing so in furtherance of educating their co-workers, but there is no requirement to do so.

7 REPORTING PROCEDURES AND INVESTIGATION

By Employees: Complaints of discrimination or harassment of any type shall be reported immediately to any of the following: a supervisor, the Director of Human Resources or the City Manager. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or engaging in the discriminatory conduct.

By Supervisors: Supervisors who become aware of harassing conduct and/or a complaint of harassment of any type shall report the conduct and/or complaint immediately to the Director of Human Resources or the City Manager.

Any complaint of discrimination, whether reported by an employee or received from a member of the public, vendor or contractor, will be investigated and appropriate action will be taken depending on the nature and severity of any proven incident. Investigations will be conducted as discretely as possible, consistent with the need to conduct a prompt and thorough investigation. Confidentiality cannot be promised.

8 CORRECTIVE ACTION

Depending on the outcome of any investigation, the City will take appropriate corrective action to stop the discrimination or harassment and prevent its recurrence. Any employee who is found to have engaged in discrimination or harassment prohibited by the policy will be subject to appropriate disciplinary action, up to and including termination of employment. The City may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law. If the person who engaged in conduct in violation of this policy is not a City employee, the City will take whatever corrective action is reasonable and appropriate under the circumstances.

9 RETALIATION PROHIBITED

Retaliatory treatment of any employee for reporting discrimination, harassment or other prohibited behavior or for cooperating in a harassment investigation is strictly prohibited. All employees who experience or witness any conduct they believe to be retaliatory shall immediately report such conduct according to one of the options defined in Paragraph 7. Retaliation is a form of unlawful discrimination and will be handled in the same manner as other forms of conduct violating this policy.

APPENDIX D

After # Years	2021-22 Amount	2022-23 Amount	2023-24 Amount	2024-25 Amount
5	601	691	763	829
10	635	727	800	867
15	668	762	836	904
20	700	796	871	939
25	734	832	908	977
30	768	868	946	1016