SCHOOL CAFETERIA AGREEMENT

BETWEEN

THE PORTSMOUTH SCHOOL BOARD

PORTSMOUTH, NEW HAMPSHIRE

&

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, 2014 – June 30, 2017

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.

Cooks
Bookkeeper
School Food Assistant

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 eight (8) in any one (l) day and 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.

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 his 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

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 (1) 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 two (2) 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 two (2) 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 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 (1) day per month for ten (10) days per year and may be accumulated to a maximum of seventy-five (75) 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 average daily hours worked at the time sick leave is earned and charged on the basis of average daily hours worked 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 1, 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.

2l. Leave Of Absence

After one (l) 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 (l) 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 Lunch Program.

Employee will be able to return to any OPEN position for which she 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	

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 in the household of the employee
Grandmother	
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:ll.

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 (l) working day per year.

24. Uniforms

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

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

Three (3) uniforms shall be issued to each employee in September of each year.

If an employee does not take his/her full three uniform allowance he/she may receive reimbursement for approved work shoes and or pants with proof of purchase in accordance with the following schedule:

5-6 uniform pieces	$0 toward shoes
3-4 uniform pieces	$65 toward shoes
1-2 uniform pieces	$90 toward shoes
0 uniform pieces	$100 toward shoes

25. Holidays

Employees are entitled to the following paid holidays:

Labor Day
Teacher's Convention
Thanksgiving Day
Columbus Day*
Veteran's Day
Day after Thanksgiving

Memorial Day
Martin Luther King's Birthday*
Christmas Day (effective 2011-12 school year)
Teacher's Workshop Day
*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. Physical Exams

If physical examinations are required of employees beyond their probationary period, all costs and requirements of the examination shall be at the School Board's expense and definition.
The employee shall be required to submit to the School Board a certificate or a reasonable facsimile, which sets forth the results of the physical examination within thirty (30) days from the day the physical was conducted.

29. Health and Dental Insurance

Effective September 1, 2014, or as soon as practicable thereafter, the City 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 City's premium cost share will be 95% of the total premium. The City 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 parties.

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.

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 (Premium Conversion Plan) so employees

may pay their portion of the premium with pretax dollars. (Applicable to co-pay attributed to 95 if possible).

Employees who are not otherwise eligible for coverage because they work less than thirty (30) hours will be provided the option of purchasing such coverage at the School Board's cost via payroll deduction in accordance with procedures established by the business department. A part-time employee may purchase health insurance in this manner only if he or she earns net wages greater than the cost of the insurance.

30. Life Insurance

Life insurance may be purchased by the employee at his/her expense at one (l) or two (2) times his/her base salary. This insurance will be at the School Board's group rate.

3l. Seniority (Definition)

There shall be two (2) types of seniority:

a. District seniority
b. Classification seniority

District seniority shall relate to the time an employee has been continuously employed by the District.

Classification seniority shall relate to the length of time an employee has been employed in a particular grade classification.

32. Seniority (Lay-Offs)

District seniority shall prevail in matters concerning lay-offs and rehirings. Qualified and available permanent employees shall be reinstated before new employees are hired.
Recall rights for laid off employees shall terminate on the happening of:

a) the expiration of eighteen (18) months from the date of layoff; or

b) the refusal to accept a job which is offered pursuant to this recall provision, whichever occurs first.

33. Seniority (Promotions & Transfers)

District seniority shall be the type considered in matters concerning promotions and transfers as set forth in this Agreement.

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 for 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.

4l. 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 (l) meal per day to each employee covered by this agreement.

Employees who work four (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 (l) 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 sixty (60) work days, which may be increased to ninety (90) work days at the discretion of the Food Service Director and reported to the Personnel Director and reported to the Personnel 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 meals 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 lst 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 rate of pay shall be the employee's regular hourly rate for all hours attended. 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. Dues Deduction

Upon the presentation of a signed authorization card by the employee to the Superintendent, the School Board agrees to deduct the official dues or representative fee of said UNION from the

wages of each employee covered by this Agreement and pay the total amount of dues collected to the Treasurer of Local #1386 once a month, along with a statement indicating who has paid dues and/or representative fees.

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

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.

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. 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 School Board execute an authorization for the deduction of a "representative fee" which shall be a sum equivalent to the membership dues and retained for a scholarship fund. Award will be made to a graduating senior at Portsmouth High School who has matriculated in the Vocational Education program and who has a family member who is a member of AFSCME Local 1386.. The committee to award the scholarship shall be made up of two (2) administrators, two (2) members of the UNION, and one (1) member of the "representation fee" group, and the scholarship shall be given in the name of AFSCME.

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 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 employee's 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.

Upon application of the employee, a maternity leave of absence without pay shall be granted to permanent, full-time female employees who have been employed at least one (1) year before said application, said leave to commence at the time recommended by the employee's attending physician and to extend for a period not to exceed one (1) year after the birth of the child.

If an employee who has been granted a maternity leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, she shall be deemed to have voluntarily terminated her employment, unless she has been certified by her physical as being physically unable to perform her duties.

An employee shall be entitled to use her accumulated sick leave benefits with pay until she has depleted that accumulation. The date of entitlement shall commence from the date of confinement or the birth of the child, during which time the employee is certified as being unable to perform her regular duties, as verified by an affidavit of the attending physician every thirty (30) days. Requests for such sick leave benefits must be submitted in writing to the SAU no later than thirty (30) days after the date of confinement, in order to be eligible for sick leave benefits.

All benefits to which the cafeteria employee was entitled at the start of the leave, including accumulated sick leave, shall be restored upon return to work. When an employee is on a non-paid leave status, the cafeteria employee may keep health benefits in force under the present carrier while on leave by paying the premium cost to the School Department on a schedule suggested by the Business Administrator not to exceed one year as set forth above.

60. Salary Schedule

Employees who receive a Level I certification from the School Nutrition Association will receive a salary that is equal to 2% above their base pay.

COLA Adjustment

Effective July 1, 2014, July 1, 2015 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 rolling ten (10)-year average 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 based as used by BLS.

Thus, if the rolling ten (10)-year 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 5.0%.

Applicability After Contract Expires: It is clearly understood that in the event that the three year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 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.

61. Longevity Schedule

Effective	2014/2015
5 YRS	$464.
10 YRS	$490
15 YRS	$516.
20 YRS	$541
25 YRS	$567
30 YRS	$593

Effective July 1, 2014and each July 1 thereafter through July 1, 2017, the Longevity Schedule will be adjusted in accordance with the rolling ten (10)-year COLA average as described in Article 60.

FOOD SERVICE POSITIONS

62. Cook

Prepares hot and cold food and/or baked products Follows standardized recipes
Uses all food preparation equipment
Assists in determining quantities of food to prepare
Anticipates future needs and prepares products accordingly
Stores food
Cleans equipment and work area
Serves food to students and teachers
Assists in taking inventory
Reports to Manager for jobs as assigned
May take over for Manager in her absence
Washes utensils, pots, pans
Cleans equipment
Cleans work area
Washes and dries laundry
Wipes tables

Sweeps kitchen floor
Puts away supplies

Qualifications: Prefer six (6) months of quantity cooking experience.

63. Bookkeeper

Prepares all financial records
Sells tickets and handles cash
Prepares bank deposits
Prepares and serves breakfast
Prepares and portions lunch desserts
Assists in preparing and portioning food for satellite operation
Serves food to students and teachers
Assists in taking inventory
May take over for Manager in her absence
Reports to Manager for jobs as assigned
Washes utensils, pots, pans
Cleans equipment
Cleans work area
Washes and dries laundry
Wipes tables
Sweeps kitchen floor
Puts away supplies

Qualifications: Prefer six (6) months experience keeping records and handling cash.

64. School Food Assistant (SFA)

Prepares simple food items not requiring recipes
Portions food
Assists Cook (Baker)
Serves food to students and teachers
May assist in handling cash and selling tickets
Washes utensils, pots, pans
Cleans equipment
Cleans work area
Washes and dries laundry
Wipes tables
Sweeps kitchen floor
Puts away supplies
Reports to Manager for jobs as assigned

Qualifications: Entry level position

65. Satellite Position

Sells tickets and handles cash
Prepares all financial records
Prepares bank deposit
Prepares simple food items not requiring recipes
Portions foods
Serves food to students and teachers
Washes utensils, pots, pans
Cleans equipment
Cleans work area
Wipes tables
Sweep kitchen floor
Puts away supplies
Supervises volunteers/students
Orders supplies

66. School Nutrition Association Membership

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

67. Copies

All employees, including new employees upon successful completion of their probation, shall be provided with a copy of this Agreement and all appendices at the expense of the School Department. The Union Steward shall comply with the provision not later than thirty (30) calendar days after the signing of this Agreement for the contract year.

68. Duration Of Agreement

This Agreement shall be in full force and effect from July 1, 2014 to and including June 30, 2017 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.

APPENDIX

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.

SIGNATURES

Executed this December day of 12, 2014

For the Portsmouth School District

Leslie Stevens
Chairperson
Portsmouth School Board

Thomas M. Closson
City Negotiator

Edward McDonough
Superintendent of Schools

Deborah Riso
Director of School Nutrition

For the Non-Supervisory Cafeteria Personnel AFSCME, Council 93, AFL-CIO

Harriett Spencer
AFSCME Council 93

Nathan Campbell
AFSCME Local #1386

Frances Flanders-Lange
Negotiating Team

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