AGREEMENT

SCHOOL ADMINISTRATIVE UNIT NO. 52

CITY OF PORTSMOUTH, NH

AND

CLERICAL EMPLOYEES

PORTSMOUTH SCHOOL DISTRICT

Five Year Agreement

July 1, 2008 through June 30, 2015

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NEA/NH – ASSOCIATION
PREFACE

The School Board agrees that the provisions of this Agreement shall be applied to all employees without discrimination due to race, color, religion, sex, age, marital status, national origin, sexual orientation, disability or Veteran status. 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.

All references to employees in this Agreement are intended to designate both sexes, and whenever the female gender is used, it shall be construed to include male and female employees.

WITNESSETH

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

AGREEMENT

This signed agreement is made and entered into by the School Board, City of Portsmouth, New Hampshire, hereinafter called the District, and the National Education Association/New Hampshire, hereinafter called the NEA/NH-Association representing the Clerical employees of the Portsmouth District. Association as defined on page 1, Section I, Recognition.

SECTION #1

RECOGNITION

Whenever used in the Agreement, the word "employee(s)" shall refer 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, New Hampshire.

The School Board hereby recognizes that the Association is the sole and exclusive representative of the certified NEA/NH Association unit of permanent employees of School Board with the purpose of bargaining in respect to wages, hours of work, and working

conditions in accordance with the provisions of Chapter 273-A:1: Public Employment Labor Relations Board (PELRB). School Board shall accord proper courtesy and respect to representative of NEA/NH Association when discussing mutual concerns of this Agreement.

SECTION #2

MANAGEMENT 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 District in any way in the exercise of the regular and customary functions of Management.

The School Board agrees for itself and any of its authorized agents that it will not bargain with individual employee(s).

SECTION #3

LABOR AGREEMENT

The NEA/NH Association agrees for itself and its members that no member shall have the right to bargain individually with the District or any of its authorized agents on matters pertaining to wages, hours of work, or other conditions of employment.

It shall be the right of the NEA/NH Association to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of Management exercising the above-mentioned rights.

SECTION #4

LABOR/MANAGEMENT MEETING

A meeting between the Portsmouth School Department's Personnel Director, or a designee of the Superintendent of Schools who handles personnel matters, and the President and Vice-President of the Clerical Unit shall take place when requested by either party. The purpose of the meeting will be to facilitate open communication between the parties.

SECTION #5

CONTRACTING OUT

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.

SECTION #6

INITIATION OF NEGOTIATIONS

It is the intent of the parties to comply with State Law as regards to the initiation of negotiations.

The parties shall set the first session on a mutually agreed date.

SECTION #7

DUES DEDUCTION

Upon presentation of a signed authorization card by the employee to the Office of the Superintendent of Schools, the School Board agrees to deduct the official dues of said NEA/NH Association from the wages of each Clerical employee and pay the total amount of dues collected to the Treasurer of the Local NEA/NH, PACE (Portsmouth Association of Clericals in Education) bi-weekly, along with a statement indicating who has paid dues.

The NEA/NH Association will keep the School Board informed of the correct names and addresses of the Treasurer and Building Representative of NEA/NH PACE.

If an employee has no check coming to him/her, or if the check is not large enough to satisfy the dues, then no deduction will be made. In no case will the School Board attempt to collect fines or assessments for the NEA/NH Association beyond the regular dues deduction.

Maintenance of membership requires that any Clerical employee who wishes to withdraw from membership in the NEA/NH Association shall so stipulate in writing to the steward in those ten (10) days immediately prior to the anniversary date of the employee's original authorization for dues withholding.

SECTION #8

NEA/NH, ASSOCIATION SECURITY CLAUSE

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 the Agreement. To this end, if an employee in the bargaining unit does not join the NEA/NH Association, such employee will, as a condition of employment by the Board, execute an authorization for the deduction of a "Representation Fee" which shall be a sum equivalent to the membership dues and assessments required to be paid by members of the NEA/NH Association, which sum shall be retained for a scholarship fund. Award will be made to a graduating senior at Portsmouth High School who has matriculated in the Business Education Program. Preference in receiving the award shall be given to family members of bargaining unit employees. The Committee to award the scholarship shall be made up of two administrators, two members of the NEA/NH Association, and one member of the representative group. The scholarship shall be given in the name of the Portsmouth Association of Clericals in Education.

SECTION #9

PROBATION

Whenever the Portsmouth School Board hires a new employee, or 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 in Section 18), these employees shall serve a probationary period. This period will be no less than ninety (90) consecutive days, but this number may be extended up to a maximum of one hundred eighty (180) consecutive days, when the additional time is needed to evaluate the employee. 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 full coverage of the following benefits to which he/she is entitled, as soon as possible from his/her date of hire, carrier permitting.

*Blue Cross/Blue Shield
*Dental Insurance
Sick Days
Bereavement Leave
*Long-Term Disability
*Life Insurance

*Carrier requires a two (2) week lead time prior to the first of the month.

All other contract provisions and benefits shall be granted to the employee upon completion of the probationary period.

Employees shall have no seniority rights during this period. All employees who have worked the probationary period shall be known as permanent employees, and the probationary period shall be considered part of the seniority time.

Except as provided above with respect to probation only, persons previously employed in this bargaining unit who are rehired by the School Board shall be treated in all other respects under the terms of this contract as new employees.

SECTION #10

CLASSIFICATION OF EMPLOYEES

Permanent Employee — An employee who has completed the probationary period. This period will be no less than ninety (90) consecutive days, but this number may be extended to a maximum of one hundred and eighty (180) consecutive days.

Category A: — An individual who is employed fifty-two (52) weeks per year in a position consisting of at least five (5) days per week and at least seven (7) hours per day. The yearly minimum would be 1820 hours. These employees shall be entitled to all benefits including full vacation and sick leave benefits, Blue Cross/Blue Shield, Comp 100 Managed Care, life insurance, long-term disability, bereavement leave, personal days in accordance with section 19.6.

Category B: — An employee who works any combination of numbers of weeks, days per week, and hours per day that total a minimum of 1560 hours yearly.

Vacation and sick leave will be prorated based on:

Number of hours worked
1950 = proration factor (Persons employed prior to July 1, 2003 who remain employed will be grandfathered at 1820.)

These employees will be entitled to vacation, sick leave, life insurance, Blue Cross/Blue Shield, Comp 100 Managed Care, life insurance, long-term disability, bereavement leave, personal days in accordance with Section 19.6.

Category C: — Any individual hired after June 30, 1993 who works less than 1560 hours and at least 899 hours per year regardless of number of weeks, days, or hours shall receive sick leave, Blue Cross/Blue Shield Comp 100 Managed Care, life insurance, long-term disability,

bereavement leave, personal days in accordance with Section 19.6, imperative leave, and five vacation days. At the beginning of the sixth year of employment, Category C employees will be eligible for six (6) days of vacation. At the beginning of their 11th year, Category C employees will be eligible for eight (8) days of vacation. At the beginning of their 13th year, Category C employees will be eligible for ten (10) days of vacation.

Sick leave will be prorated based on:

Number of hours worked
1820 proration factor

Employees working less than 899 hours will not receive benefits.

Those bargaining unit members employed in the 1992-93 school year who may work fewer than 899 hours per year shall be "grandfathered" for the benefits listed above.

SECTION #11

HOLIDAYS

Because of the school calendar, the following shall be designated as holidays for Category A and B employees, providing they are within their contracted work schedule:

New Year's Day
Martin Luther King Day (provided it is not a regular school day)
Memorial Day
Independence Day
Labor Day
Columbus Day (provided it is not a regular school day)
Veterans' Day
½ day before Thanksgiving (if there is ½ day of school)
Thanksgiving Day
Day after Thanksgiving Day
½ day before Christmas
Christmas Day
Day after Christmas Day
Day before New Year's Day

The following shall be designated as holidays for Category C employees (school year personnel):

New Year's Day
Martin Luther King Day (provided it is not a regular school day)
Memorial Day
Labor Day
Columbus Day (provided it is not a regular school day)
Veterans' Day
½ day before Thanksgiving (if there is ½ day of school)
Thanksgiving Day
Day after Thanksgiving Day
½ day before Christmas
Christmas Day
Day after Christmas Day

Should a holiday fall on a Sunday, it will be celebrated on Monday and all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered to be the holiday.

If an employee works on a holiday included in his/her Notice of Intent to Employ, he/she will be entitled to time and a half for the hours worked in addition to the straight pay received for that day via his/her prorated annual salary.
All hours paid on a holiday shall be counted as hours worked when computing overtime.

SECTION 12

VACATIONS

All permanent employees shall be paid for actual time worked, all approved leaves, and all approved holidays; and the School Board shall endeavor to keep the permanent employees continually at work.

All Category A and B employees shall receive a paid vacation. The employee's anniversary date of hire will be used to determine the amount of vacation time due. Vacation pay will be based on an employee's regular rate of pay following the schedule listed below. Seniority shall be the determining factor in the selection of vacation time. Vacation may be taken upon approval of the building administrators.

First three months:	None
After three months and up to 1 year:	Prorated @ .8333 days per month or 6.24 hours per month
At beginning of: 2nd year	10 working days or 75 hours
3rd year	10 working days or 75 hours

	4th year	10 working days or 75 hours
	5th year	10 working days or 75 hours
At beginning of:	6th year	15 working days or 112.5 hours
	7th year	15 working days or 112.5 hours
	8th year	15 working days or 112.5 hours
	9th year	15 working days or 112.5 hours
	10th year	15 working days or 112.5 hours
At beginning of:	11th year	20 working days or 150 hours
	12th year	20 working days or 150 hours
	13th year	20 working days or 150 hours
	14th year	20 working days or 150 hours
	15th year	20 working days or 150 hours
At beginning of:	16th year	21 working days or 157.5 hours
	17th year	22 working days or 165 hours
	18th year	23 working days or 172.5 hours
	19th year	24 working days or 180 hours
	20th year	25 working days or 187.5 hours
	21st year	26 working days or 195 hours
	22nd year	27 working days or 202.5 hours
	23rd year	28 working days or 210 hours
	24th year	29 working days or 217.5 hours
	25th year	30 working days or 225 hours

No employee shall be permitted to accrue in excess of one and one-half (1 ½) times his/her annual earned vacation (i.e., employees who earned ten (10) days per year shall have no more than fifteen (15) days vacation to their credit at any one time).

Upon termination of employment, the School Board shall pay to the employee an amount equal to one hundred percent (100%) of unused vacation leave earned prior to the date of termination of employment regardless of reason for that termination with the School Board.

Upon the death of an employee while in the employment of School Board, the School Board shall pay to that employee's estate an amount equal to one hundred percent (100%) of unused vacation leave.

Category C personnel will receive vacation days in accordance with Section 10 to be arranged between the employee and his/her supervisor with regard to agreement of his/her request. These will be non-accumulative.

Employees hospitalized during vacations may convert those days to sick leave.

SECTION 13

WORKERS' COMPENSATION

Workers' Compensation benefits will be provided as specified in the New Hampshire statutes. In cases where an employee is on total disability, the School Board will

automatically pay to the employee the difference between the Workers' Compensation benefits and the employee's take-home pay.

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

SECTION 14

PROMOTIONS AND TRANSFERS

The School Board reserves the right and shall have the right to make promotions and transfers primarily on the basis of ability and performance of duty 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 probationary period of 90 consecutive days, which may be extended up to a maximum of 180 consecutive days when additional time is necessary to evaluate the employee.

All unit vacancies that are to be filled, and all new jobs, must be posted for ten (10) working days in each school to allow employees the opportunity to apply for those jobs. All employees subject to this paragraph are required to give a minimum of ten (10) days notice prior to termination. These vacancies and new jobs shall be filled within thirty (30) working days after posting expires or within a reasonable time allowing the School Board to make the most appropriate decision for the school system. If vacancies are not filled or cannot be filled, the School Board agrees to notify the President and Building Representatives in writing, stipulating reasons for the decision. The President and Building Representatives shall receive copies of all unit vacancies and new jobs.

Job postings shall include job title, category, location, range of pay, hours of work, date of beginning work, permanent or temporary. All job postings shall include the date of posting. Job specifications will be provided to the candidates upon request and sent to the Association President along with the posting.

SECTION #15

EVALUATION

Prior to June 1, each employee shall receive a written copy of her annual evaluation. Such evaluation shall be ongoing and shall be done by the employee's immediate supervisor or building administrator. Designed to promote professional growth, the evaluation shall be as positive in nature as possible.

A conference between the immediate supervisor and/or building administrator and the employee will be held to discuss the evaluation. A copy of the evaluation shall be given to the employee at least two days prior to this conference. As a result of the conference,

modification may be made in the written document prior to its placement in the employee's file.

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

SECTION #16

HIRING PROCEDURES

Credit will be given for prior job-related experience as determined by a review of resume by the Superintendent or designee when hiring new employees to the system. Salary consideration will be commensurate with experience and ability. No employee may be hired beyond the second (2nd) step on the pay schedule. Effective July 1, 2010, new employees may be hired at step 3. Effective July 1, 2012, new employees may be hired at Step 4.

SECTION #17

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 taken.

All written warnings, suspensions, and discharges shall be placed in the employee's personnel record and shall describe the reason for the disciplinary action. A copy will be provided to the employee and the union president at the time the discipline is administered.

Disciplinary action shall normally follow this order:

a. verbal warning
b. written warning
c. suspension without pay (one day minimum, five days maximum)
d. discharge

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

a. incompetency or inefficiency
b. insubordination
c. intoxication while on duty
d. conviction of a felony
e. unauthorized absence from duty

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

All employees shall have the right to review their records upon twenty-four (24) hours' notice to the Office of the Business Administrator.

SECTION #18

SENIORITY

An employee's seniority shall commence with the hiring date and continue as long as he/she is employed by the School Board. The current seniority list will be grandfathered and all new employees will be added to the list based on the date they are hired into the PACE bargaining unit.

Seniority shall be defined as having priority over or being given preference to because of continuous years of service.

An employee shall not forfeit seniority during absences caused by the following:

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

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

Duty with the Armed Forces.

Reduction in Force.

SECTION #19
LEAVES

19.1 Extended Leaves of Absence

Upon approval of the Superintendent, leaves of absence without pay not to exceed two (2) years may be granted.

Extended leaves of absence will be granted only upon completion of three (3) years of employment in the Portsmouth School System.

All requests, extensions, renewals, early returns or other modifications of leaves shall be made in writing to the Superintendent of Schools. The response shall also be in writing.

Employees on extended leaves approved by the School Department may continue insurance benefits by paying monthly premiums as charged by the carrier at the time the premium is paid for the appropriate level of benefits if the carrier permits such an arrangement.

19.2 Bereavement Days

Funeral leave will be granted as follows:

Not to exceed three (3) days:

1. Brother-in-law
2. Sister-in-law
3. Grandparent
4. Aunt or Uncle
5. Niece or Nephew
6. A blood relative or dependent residing in the same household.
7. Daughter-in-Law
8. Son-in-Law

Not to exceed five (5) days:

1. Parent
2. Sister
3. Brother
4. Parent-in-law

Not to exceed seven (7) days:

1. Husband, wife or civil union partner
2. Child

Extensions may be granted by application to the Superintendent.
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 days allowed based on the circumstances.

19.3 Civil Leave

Upon approval of the Superintendent, anyone who is subpoenaed as a witness in a city or criminal case or who is called for service on a jury will be granted paid leave for the period of time he/she is unable to report to work.

Application for leave will be made in advance and submitted with a copy of the subpoena. The clerical shall transmit any monies received from such assignment, other than those paid for personal expenses (e.g. travel) to the Portsmouth School Department Business Office.

19.4 Adoption Leave

Any clerical employee adopting an infant may be granted a leave of absence not to exceed one (1) year without pay. Such leave shall commence upon receipt of de facto custody of said infant, or up to two (2) months earlier if necessary to fulfill requirements for adoption.

All benefits to which the clerical employee was entitled at the start of the leave, including accumulated sick leave, shall be restored upon return to work. The clerical may keep health insurance 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.

19.5 Maternity Leave

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 physician as being physically unable to perform her duties.

Upon application of the employee, a paternity leave of absence without pay shall be granted to permanent, full time male employees who have been employed at least one (1) year before said application; said leave not to exceed one (1) year after the birth of the child. If an employee who has been granted a paternity leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, he shall be deemed to have voluntarily terminated his employment.

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 School Board no later than thirty (30) days after the date of confinement, in order to be eligible for sick leave benefits.

Extensions of the sixty (60) day paid sick leave benefits may be made by the School Board if circumstances so warrant.

All benefits to which the clerical employee was entitled at the start of the leave, including accumulated sick leave, shall be restored upon return to work. The clerical may keep health insurance 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.

19.6 Personal Leave

Clerical employees may receive two (2) days personal leave 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 Superintendent of Schools. Effective July 1, 2000, employees with five (5) years of service will receive an additional non-cumulative personal day for a total of three (3) personal days per year.

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 will not carry forward into 2010-11. The additional personal days may not be carried forward or cashed out under any circumstances.

19.7 Sick Leave

Sick leave without loss of pay or other benefits shall be computed at the rate of one and one-quarter (1 ¼) days per month, or fifteen (15) days per year, and may be accumulated to two hundred fifty (250) days. Employees hired after July 1, 1990 may accumulate sick leave only to one hundred fifty (150) days.

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 SCHOOL BOARD will consider circumstances that might warrant extension of full or partial sick pay.

The Board agrees to pay seventy-five percent (75%) of all accumulated sick days in a cash payment at the per diem rate which the clerical last earned to any clerical who retires under the New Hampshire State Retirement System or to the estate of the employee if the employee dies while employed in the bargaining unit. Prior notice of retirement must be given a year in advance. Employees hired after July 1, 1996 or their estates shall receive no payment for sick leave upon death, retirement or termination.

The School Board agrees to notify each employee in writing of accumulated sick leave days once a year in the month of July. All paid sick leave shall be counted as hours worked when computing overtime.

19.8 Sick Day Conversion

The Board will provide one (1) day of additional pay, at the rate of the pay the clerical is presently earning, to any clerical employee who has used no personal or sick days during the employment year.

SECTION #20

MEETING LEAVE ALLOWANCE

When an employee is elected president of NEA/NH Association and has work to do which takes him/her away from his/her regular employment with the district, he/she shall, at the written request of the NEA/NH Association, be granted a leave of absence up to three (3) work days per year with full pay and no loss of seniority or other benefits.

Employees elected as delegates to either the NEA/NH Association National Convention, or New Hampshire State Convention, shall be allowed a leave of absence with no loss of pay, not to exceed one (1) working day per year. Two (2) NEA/NH Association employees shall be entitled to attend either of the above-mentioned conventions (one (1) to each).

SECTION #21

HOURS OF WORK

The normal work week will consist of five (5) consecutive days, Monday through Friday. Employees normally work a seven and one-half (7 ½) hour day.

All time worked in excess of the normal work week shall be paid at the rate of time and one-half (1 ½), or compensatory time will be awarded if requested by the employee and approved in writing by the employee's supervisor.

The Portsmouth School District shall retain the right to schedule working hours which in the opinion of the School Board and Superintendent of Schools best serve the school district and its constituents. Except in the case of extreme emergency conditions, the employee workday shall be scheduled between the hours of 6:00 a.m. and 5:00 p.m.

The work schedule in effect shall be changed only after consultation of both parties.

SECTION #22

TRAVEL

Business Trips

Clerical employees requested by their immediate supervisor to make a local trip on behalf of the School Department on school business will be paid $2.00 per trip.

SECTION #23

RETIREMENT

The School Department shall enroll clerical employees in the New Hampshire Retirement System in accordance with the provisions of RSA 100-A.

SECTION #24

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 Association addressed to the members.

SECTION #25

WORK REDUCTION OR LAYOFFS

The district will lay off based on seniority and job capability and rehire based on seniority and job capability. All employees who have been laid off will be kept on a re-employment list for a maximum of two (2) years. Qualified and available permanent employees shall be reinstated before new employees are hired.

Should it become necessary for the District to reduce the work force (lay off), employees will receive as much advanced notice as possible, and there must be a minimum of one (1) pay period. The employee with the least seniority within job capability will be laid off first. The reverse procedure shall be implemented for recall before new employees are hired. If an employee on the re-employment list refuses recall to a job similar to the one from which he/she was laid off, and which is in the same job category and pay classification and with the same or greater number of hours, said employee's seniority will terminate and he/she shall forfeit any further re-employment rights. Employees will have seven (7) days to decide to accept recall. Notice mailed to the last recorded address will be considered appropriate method of notification. All benefits to which the clerical was entitled at the start of the reduction in force, including accumulated sick leave, shall be restored upon return to work.

The employee shall not be entitled to accrue sick leave or vacation during the time period when they are not employed by the School Department.

SECTION #26

STABILITY OF AGREEMENT

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.

SECTION #27

OVERTIME

Overtime shall be awarded to employees who are qualified to do the work and will be offered to employees of the building where the overtime work occurs. The employee who routinely performs the work will have first preference for the overtime.

All employees shall receive time and one-half (1 ½) for all hours worked over the normal work week as defined in SECTION 21.

SECTION #28

CALL-IN TIME

When employees are called in to work outside of their regularly scheduled working hours, they will be paid a minimum of two (2) hours at time and one-half (1 ½).

SECTION #29

SAFETY

The School Board shall make regulations to ensure the safety and health of its employees during their working hours of employment. Representatives of the School Board and the Association may meet once in ninety (90) days at the request of either party to discuss such regulations. The NEA/NH Association 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.

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

SECTION #30

GRIEVANCE PROCEDURE

A grievance for the purpose of this Agreement is a complaint against the employer by an employee(s) or the NEA/NH Association with respect to the meaning and/or application of a provision(s) of this Agreement.

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.

A grievance must be filed within fifteen (15) working days of its occurrence or within fifteen (15) 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. A NEA/NH Association representative may be present if requested. A decision shall be rendered to 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 Business Administrator within five (5) working days, and he has five (5) working days to render his decision in writing.

STEP III

An unfavorable decision by the Business Administrator may be appealed in writing to the Superintendent of Schools within five (5) working days. The Superintendent of Schools shall render a written decision within twelve (12) working days.

STEP IV

If the grievance is not resolved to the grievant's satisfaction, he/she and the NEA/NH Association, no later than five (5) school 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) school days. A decision in writing shall be rendered within fifteen (15) calendar days of the hearing.

STEP V

Should the decision of the School Board 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 Arbitrator shall have no authority to alter, amend or change the terms of this Agreement in the course of ruling on a grievance. The Arbitrator's ruling shall be subject to review pursuant to RSA 542.

If the Association wishes to submit a grievance to arbitration, the Association must notify the School Board in writing within fifteen (15) days of its receipt of the decision of the Board.

Any step may be bypassed by mutual agreement or failure to respond.

SECTION #31

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 or negligence of the employee in charge.

SECTION #32

HEALTH INSURANCE

Each employee as set forth required under the classifications in Section 10 will be covered by Blue Cross/Blue Shield Comp 100 with a Managed Care rider or equivalent and comparable coverage for individual, two person, or family. Said coverage shall provide at least a $1,000,000 lifetime maximum coverage. Should employees choose, they may participate in the Blue Cross/Blue Shield Blue Choice One (1) Program rather than the Comp 100 Managed Care Plan. Selection of the plan by the employee will be made prior to each plan year. The Board will set up an IRS 125 Premium Conversion Plan which will allow each employee to choose to pay his/her portion of the health insurance with pre-tax dollars. Selection of the plan by the employee will be made prior to each plan year. If an employee is changing plans, the School Board shall be notified in writing by April 1 prior to the start of the new plan year (July 1 through June 30).

Effective July 1, 2008, the employee's cost will be nineteen percent (19%) of the premium, and the Board will pay eighty-one percent (81%). Effective July 1, 2010, the employee's cost will be twenty percent (20%) of the premium, and the Board will pay eighty percent (80%).
The School Board will offer employees the option of changing health insurance under the Matthew Thornton Plan so long as it is offered by the Health Trust. The employee shall pay the following percentage of the cost of premiums so long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium.

	Employee Percentage	Employer Percentage
2008-09	15.0%	85.0%
2009-10	15.0%	85.0%
2010-11	15.5%	84.5%
2011-12	15.5%	84.5%
2012-13	15.5%	84.5%
2013-14	15.5%	84.5%

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 twenty dollars ($20.00) for office visits, one hundred dollars ($100.00) for emergency room visits, and $10/$20/$30 for 30-day retail or 90-day mail order prescriptions.

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

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

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this six (6) year agreement, such plan would only become

effective if ratified by the Association, approved by the School Board, and approved by the City Council.

SECTION #33

DELTA DENTAL

The School Board agrees to provide Delta Dental (Plan One) or an equivalent plan and pay one hundred percent (100%) of the premium cost for single, two person, or family plan.

SECTION #34

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.

SECTION #35

LIFE INSURANCE

The School Board shall provide one hundred percent (100%) of term life insurance for all employees equal to twice the annual salary of each employee for that fiscal year. It is understood that employees age 70 and over will have their benefits reduced in accordance with the certificate schedule attached as Amendment #1 to this Agreement. Additional life insurance may be purchased by the employee with payment for such additional insurance deducted in equal payments from the employee's salary. An employee's life insurance shall start on the first day of the month following his/her date of hire.

SECTION #36

LONG TERM DISABILITY

The School Board will purchase income protection insurance for each employee to begin on the 91st day of disability in an amount equal to 66 2/3% up to $2,000 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. An employee's long term disability insurance shall start on the first day of the month following his/her date of hire.

SECTION #37

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.

SECTION #38

COPY EQUIPMENT

The School Board agrees to allow the use of its copying equipment to members of the Clerical Association 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.

SECTION #39

LIMITATIONS

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

SECTION #40

PHONING FOR SUBSTITUTE PERSONNEL

Effective July 1, 2008, clerical employees who perform the service of phoning for substitutes shall be paid an annual stipend of forty-three dollars ($43.00) times the number of staff members the clerical is responsible for, based on the number of staff as of October 1st of each year. No clerical responsible for phoning substitutes shall receive less than three hundred fifty dollars ($350.00) for performing those services for a full school year. (These amounts are to be paid by separate check – fifty percent (50%) in the first paycheck of December, and fifty percent (50%) in the first paycheck of June.)

Adjustments may be made by the Building Principal and the employee, such as compensatory time in lieu of remunerations.

Posting of the assignment shall be made among clerical employees whenever a vacancy occurs.

SECTION #41

ANSWERING MACHINES

The School Board agrees to purchase six (6) telephone answering machines to be provided to those clerical employees who perform this service for substitutes. These six (6) are to be used for this purpose in the employees' homes.

SECTION #42

HIGHER RATE ASSIGNMENT

Any employee who shall perform duties paying a higher classification 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/she is classified. Effective upon the date of ratification of this Agreement, hourly paid employees in the bargaining unit will be compensated on a plus rate basis of one pay step (no less than five percent (5%) to the nearest whole cent) above her present rate or the entrance rate, whichever is higher, for working in higher level classifications. For each completed week of work in such higher level assignment, the higher level of pay will commence on the sixth (6th) day of the assignment.

SECTION #43

JOB BIDDING

No employee shall be restricted from applying for a posted job vacancy and may exercise this right in applying for any job of his/her choice whether the position is for a higher classification or a lower classification. If, after a sixty (60) day trial period, the employer or the employee desires the employee to return to the original position, the return will occur within thirty (30) days.

SECTION #44

A. EDUCATIONAL INCENTIVE REIMBURSEMENT

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

The District agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program. Based upon the following standards, the District agrees to budget four thousand dollars ($4,000.00) per year. Courses must be approved in advance by the employee's supervisor as meeting the requirements that the course is related to the employee's job or part of a career development program. Approval must be obtained through the Superintendent's Office for payment of the course.

Not more than four hundred dollars ($400.00) will be paid to any employee in any fiscal year for course reimbursement unless by May 30th there are unused monies remaining in this fund. In that event, clericals who have taken courses in excess of the original four hundred dollars ($400.00) allotment may submit their receipt for payment of a second reimbursement. This will be awarded on a first-come first-serve basis. This second reimbursement will not exceed a four hundred dollars ($400.00) payment.

Approval of courses will be considered on the number of employees and the fund available.

B. EDUCATIONAL CONFERENCES

The SAU agrees to appropriate two thousand dollars ($2,000) per contract year for members of the clerical staff to attend the New Hampshire Association of Educational Office Professionals (NHAEOP) Conference held in May. Approval of the number attending the conference will be determined by the Superintendent of Schools. Unused monies in the course reimbursement account as of March 1st will be available for the NHAEOP Conference.

SECTION #45

LONGEVITY

Longevity will be based on the number of completed contract years and will be paid as follows:

	2008-09	2009-2009
Five (5) years	$323.69	$323.69
Six (6) years	$348.32	$348.32
Seven (7) years	$374.08	$374.08
Eight (8) years	$398.72	$398.72
Nine (9) years	$423.36	$423.36
Ten (10) years	$448.00	$448.00
Eleven (11) years	$486.08	$486.08
Twelve (12) years	$510.72	$510.72
Thirteen (13) years	$535.36	$535.36
Fourteen (14) years	$560.00	$560.00
Fifteen (15) years	$585.76	$585.76
Sixteen (16) years	$610.41	$610.41
Seventeen (17) years	$635.05	$635.05
Eighteen (18) years	$659.69	$659.69
Nineteen (19) years	$685.44	$685.44
Twenty (20) years	$710.08	$710.08
Twenty-one (21) years	$734.72	$734.72
Twenty-two (22) years	$759.36	$759.36
Twenty-three (23) years	$784.00	$784.00
Twenty-four (24) years	$809.77	$809.77
Twenty-five (25 years	$834.41	$834.41

Twenty-six (26) years	$859.05	$859.05
Twenty-seven (27) years	$883.69	$883.69
Twenty-eight (28) years	$909.44	$909.44
Twenty-nine (29) years	$934.08	$934.08
Thirty (30) years	$958.72	$958.72

Longevity is to be paid in a separate check on the first payday in December. The stipends effective July 1, 2008 will be adjusted in accordance with COLA for July 1, 2010, 2011, 2012, and 2013. The longevity schedule will be increased by one hundred dollars ($100.00) in 2010-11 and by $50 dollars in each 2011-12 and 2012-13.

SECTION #46

HOURLY RATE SCALE

	Step	2008-2009	2009-2010	2008-09*
Category I	1	$12.34	$12.34	
	2	$12.99	$12.99	
	3	$15.13	$15.13	
	4	$15.32	$15.32	
	5	$15.51	$15.51	
Category II	1	$14.41	$14.41	
	2	$15.30	$15.30	
	3	$17.86	$17.86	
	4	$18.10	$18.10	
	5	$18.33	$18.33	
Category III	1	$16.41	$16.41	
	2	$17.72	$17.72	
	3	$20.13	$20.13	
	4	$20.38	$20.38	
	5	$20.66	$20.66	

Effective July 1, 2008, and July 1 of each year from July 1, 2010 through June 30, 2014, a COLA (Cost Of Living Adjustment) percentage increase shall be computed which shall not be less than two percent (2%) nor more than five percent (5%).

The COLA percentage shall be determined by the ten (10)-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 (BLS) of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. The Bureau of Labor Statistics' 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

* Including 3.14% COLA adjustment effective July 1, 2008.

reference base, at which time the parties agree to adopt the official reference base as used by BLS.

Thus, if the ten (10)-year rolling average of the CPI-U for the Boston SMSA prior calendar year (November through November) 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 six year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2014, that no further COLA adjustments after July 1, 2013 will be generated under the Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that the 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, 2014.

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.

CATEGORIES*

* To be updated to reflect current position titles.

Category I	Elementary School Clerical Assistant FUTURES Program Secretary
Category II	Accounting Clerical Assistant Athletic Department Secretary Central Office Receptionist/Clerical Assistant Department of the Arts Secretary, K-12 Elementary Library/Media Program Secretary Elementary Principal's Secretary (3) Food Service Program Secretary High School Assistant Principal's Secretary (2) High School Communications/Receptionist High School Guidance Department Secretary Math and Science Department Secretary/Clerical Assistant Middle School Guidance Department Secretary Middle School Principal's Secretary (2) PASS Secretary PEEP Secretary Reading/Title 1 Program Secretary Secondary Special Education Secretary Student Services Secretary
Category III	Accounting Assistant/Accounts Payable Administrative Assistant to the High School Principal Executive Assistant to the Assistant Superintendent Executive Assistant to the Business Administrator High School Registrar High School Scheduling/Grading Coordinator/Financial Assistant Payroll/Benefits Assistant Special Education Department Secretary Tech/Career and Computer Department Secretary Title 1 Program Parent Coordinator

SECTION #47

COPIES OF AGREEMENT

All employees shall be provided with a copy of this Working Agreement and all appendices at the School Board's expense. The Business Administrator shall comply with this provision no later than thirty (30) working days after the signing of this Agreement.

SECTION #48

DURATION

This Agreement shall be effective upon the approval of the cost items by the Portsmouth City Council. This Agreement shall expire on June 30, 2014. No cost item in this Agreement will have retroactive effect unless it is specifically noted in the Agreement, and the retroactive cost of such provision is specifically approved by the City Council. Persons not employed in the bargaining unit on the date the City Council approves the cost items will not be eligible for any retroactive payments or benefits.

SECTION #49

PAYCHECKS

Salary for clerical employees shall be calculated on an annual basis. Hourly wage times the number of hours worked and divided equally into twenty-one (21) or twenty-six (26) paychecks.

SECTION #50

INTENT TO EMPLOY

A minimum of eighty percent (80%) of bargaining unit members shall receive their Intent to Employ notices not later than June 1. The School Board may, because of budget considerations, delay the issuance of such notices up to twenty percent (20%) of bargaining unit members, however, no employee shall receive an Intent to Employ notice later than July 1.

Intent to employ notices will be issued by seniority. Those with greater seniority receiving notices on or before the earlier date.

SIGNATURES

Signed this Oct 1st day of 2009.

PORTSMOUTH SCHOOL BOARD

Mitchell Shuldman
Chair, Portsmouth School Board

PORTSMOUTH ASSOCIATION OF CLERICALS IN EDUCATION

Richard Courtney
NEA Staff Representative

Edward McDonough
Superintendent of Schools

Rebecca Emerson-Brown
School Board Member on
Negotiating Team

Elizabeth Sweet
School Board Member on
Negotiating Team

Thomas Flygare
City Negotiator

Dianna Fogarty
Human Resources Director

Barbara Amergian
President
Portsmouth Association of Clericals in Education

Jacquelyn Gravelle
Chair
Negotiations Committee

Darlene Tracy
Member, Negotiations Committee

Stephanie Long
Member, Negotiations Committee

Karen Conway
Member, Negotiations Committee

CLERICAL RATE SCALE
2010 - 2011

CATEGORY I

STEP 1	12.69
STEP 2	13.37
STEP 3	15.56
STEP 4	15.75
STEP 5	15.96

CATEGORY II

STEP 1	14.81
STEP 2	15.72
STEP 3	18.36
STEP 4	18.61
STEP 5	18.85

CATEGORY III

STEP 1	16.86
STEP 2	18.22
STEP 3	20.70
STEP 4	20.95
STEP 5	21.24

CLERICAL RATE SCALE
2011 - 2012

CATEGORY I

STEP 1	13.00
STEP 2	13.69
STEP 3	15.94
STEP 4	16.13
STEP 5	16.35

CATEGORY II

STEP 1	15.17
STEP 2	16.11
STEP 3	18.81
STEP 4	19.06
STEP 5	19.31

CATEGORY III

STEP 1	17.28
STEP 2	18.66
STEP 3	21.20
STEP 4	21.46
STEP 5	21.76

CLERICAL RATE SCALE
2012 -2013

CATEGORY I

STEP 1	13.32
STEP 2	14.02
STEP 3	16.33
STEP 4	16.53
STEP 5	16.75

CATEGORY II

STEP 1	15.54
STEP 2	16.50
STEP 3	19.27
STEP 4	19.53
STEP 5	19.78

CATEGORY III

STEP 1	17.70
STEP 2	19.12
STEP 3	21.72
STEP 4	21.99
STEP 5	22.29

CLERICAL RATE SCALE
2013 - 2014

CATEGORY I

STEP 1	13.62
STEP 2	14.34
STEP 3	16.70
STEP 4	16.90
STEP 5	17.13

CATEGORY II

STEP 1	15.89
STEP 2	16.87
STEP 3	19.70
STEP 4	19.97
STEP 5	20.22

CATEGORY III

STEP 1	18.10
STEP 2	19.55
STEP 3	22.21
STEP 4	22.48
STEP 5	22.79

MEMORANDUM OF AGREEMENT

PORTSMOUTH SCHOOL BOARD
AND
SCHOOL CLERICAL EMPLOYEES

WHEREAS, the Portsmouth School Board ("the Board") and the Clerical Employees (Union) desire to modify the health insurance terms of the collective bargaining agreement currently in place between the parties with a duration of July 1, 2008-June 30, 2014; and

WHEREAS, the Parties desire to make this modification by September 1, 2013 or as soon as possible thereafter; so

THEREFORE, the Parties agree to the following terms:

1. Effective September 1, 2013, or as soon as possible thereafter, the City will offer unit members health insurance plans issued only by Cigna Insurance under its "SchoolCare" plan (HMO, POS and Open Access Plus) of the New Hampshire School Health Care Coalition as administered in accordance with its Articles of Agreement and By-Laws or equal and comparable coverage.

2. The employee's premium share for any SchoolCare plan (Single, 2-Person, Family) will be fourteen percent (14.0%) of the total premium. The City's share of the total premium of any SchoolCare plan will be eighty-six percent (86.0%).

3. In the event the Clerical Employees (Union) choose to change from SchoolCare back to HealthTrust, they will have the option to do so as long as they provide a 60 days notice and have been with the plan a minimum of two years.

4. Effective September 1, 2013 or as soon as possible thereafter, the School Board agrees to provide Cigna Dental Insurance or an equivalent plan and pay one hundred percent (100%) of the premium cost for single, two person, or family plan. The insurance plan will have an annual cap on benefits of one thousand five hundred dollars ($1,500.00) and a twenty percent (20%) co-pay for minor restorative services.

5. The parties agree to add on an additional year to the CBA so that the CBA will now expire on June 30, 2015.

6. The ten year rolling COLA adjustment outlined in Section #45 Longevity and Section #46 Hourly Rate Scale will continue on July 1, 2014. Section #48 Duration will be updated to June 30, 2015.

7. This agreement will be null and void unless approved by the Portsmouth City Council.

8. The terms of this Memorandum of Agreement are a one-time event, and do not set any binding precedent on either party. Additionally, with the exception of the changes outlined in #1, #2, #4 #5 and **#6**, all of the remaining terms of the CBA will remain in place and will continue in full force and effect through June 30, 2015.

APPROVED:

Lisa Stevens 9/11/13 [signature]

For the City Date For the Union