CUSTODIAL SUPERVISORS

WORKING AGREEMENT

BETWEEN

THE PORTSMOUTH SCHOOL BOARD

AND

CUSTODIAL SUPERVISORS UNION

July 1, 2015 - June 30, 2018

WORKING AGREEMENT

By this Agreement the School District, Administration Unit No. 52, City of Portsmouth, N.H., hereinafter called the SAU and THE Custodial Supervisors Unit of the Portsmouth School District, do hereby reach agreement.

WITNESSETH

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

1.Recognition

Whenever used in the Agreement, the word "employee(s)" refers to a person or persons actively and regularly engaged in SAU work or enrolled on the regular payroll of the SAU of the City of Portsmouth, N.H.

2. Bargaining With Individual Employees

The CSU agrees for itself and its members that no member individually will bargain with the School Board or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, and transfers or promotions.

The District agrees for itself and any of its authorized agents that it will not bargain with an individual employee on matters pertaining to wages, hours of work, working conditions, and transfers or promotions in accordance with the provisions of Chapter 273-A (PELRB).

3. Management's Rights

It is understood that the SAU shall have the exclusive control of its operation. Nothing in this agreement shall be deemed to limit the SAU in anyway in the exercise of the regular and customary functions of management, including the direction of the working forces, the establishment or methods of operation, the establishment of plans for efficiency, the adoption and maintenance of engineering standards, and the right to select or employ supervisory employees and their assistants, except as specifically and

expressly limited by any of the provisions of this agreement.

4. CSU Rights

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

5. Holidays

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

Independence day
Labor Day
Veterans' Day
*1/2 day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving
Martin L. King Day
*1/2 day before Christmas
Christmas Day
Day after Christmas Day
Day before New Year's Day
New Year's Day
Memorial Day

* The SAU agrees to grant one-half a day before Thanksgiving Day and Christmas Day when the School Department is in session one-half day before Thanksgiving Day and Christmas Day, provided it is not a regular school day. Beginning with the 2003-04 school year, Columbus Day will be designated as a holiday in any year that is not a regular school day.

6. Holiday Pay

Holiday pay shall be granted if an employee reports for work on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day after the holiday, provided the absence from work for legitimate reasons, excluding sickness, will not be grounds for denying holiday pay.

7. Holiday Pay (Overtime)

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

8. Holiday Pay (While on Leave)

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

9. Vacations

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

After 6 Months	5 days
1 Year - 5 Years	10 days
6 Years - 10 Years	15 days
11 Years - 15 Years	20 days
16 Years - 24 Years	25 days
25 Years and Beyond	30 days

All bargaining unit members employed on July 1, 2003 will move into this schedule without losing days from old schedule and will complete the transition by June 30, 2008. Bargaining unit members whose first day of work was after July 1, 2003 will be on the schedule immediately.

Employees hired into the district as of July 1, 2015 will follow the schedule below:

After 6 Months	5 days
1 Year - 5 Years	10 days
6 Years - 10 Years	15 days
11 Years - 15 Years	20 days
16 Years and beyond	25 days

10. Vacation Accumulation

Vacation accumulation is not to exceed forty (40) days.

11. Vacation Notification

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

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

12. Pre-Paid Vacation

Employees are entitled to a prepaid vacation with a notice of one (1) week to the pay period.

13. Vacation Termination

Upon his termination of employment, the SAU shall pay to the employee an amount equal to one hundred percent (100%) of vacation leave earned prior to the date of termination of employment.

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

14. Promotions, Transfers and Postings

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

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

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

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

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

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

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

The CSU members 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 SAU shall notify the CSU members no later than thirty-five (35) work days after the position was posted or if the School Board, prior to posting, decides not to fill said vacancy or new position.

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

15. Job Posting

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

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

The SAU agrees to assign employees to the school nearest the employee`s residence whenever it is feasible and in the best interest of the School Board. Assignment will be based on employee's seniority.

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

16. Non-Selection

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

17. Management Positions

Vacancies in management positions shall be posted in each school to allow employees the opportunity to bid on such positions.

18. Disciplinary Procedures

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

All suspensions and discharges must be in writing with reasons stated and a copy given to the employee.

Disciplinary action shall follow this order:

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

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, including but not limited to the following reasons:

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

19. 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.

20. Written Reprimand

The personnel record of an employee will be cleared of a written reprimand after a period of one (1) year from the date of the reprimand, provided there are no similar infractions committed during the intervening period. However, if the discipline involves misconduct of any type against a minor, the document shall remain in the personnel file.

21. Suspension Notices

The personnel record of an employee will be cleared of suspension notices after a period of two (2) years from the date of suspension provided no similar infractions have been committed during the intervening period. However, if the discipline involves misconduct of any type against a minor, the document shall remain in the personnel file.

22. Grievance Procedure

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

22.2 A grievance must be filed within fifteen (15) working days of its occurrence or when the employee, by reasonable diligence, should have known of its occurrence. Grievances shall be processed in the following manner:

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

B. If an employee is not satisfied with the informal resolution of the matter, a grievance may be filed with the business Administrator within five (5) working days after the meeting with the Building Principal. The grievance shall be in writing and on an official grievance form. The Business Administrator shall meet with the Building Principal, employee, and the Union representative and render a decision in writing within five (5) days after the meeting.

C. An unfavorable decision in Step B may be appealed in writing within five (5) working days to the Superintendent of Schools. The Superintendent of Schools shall have four (4) working days to render a decision in writing. The parties agree to accept the Superintendent of Schools decision as final and binding.

D. By mutual agreement of the parties, the above time limits may be extended to any step and may be by passed for failure to respond.

23. Seniority

An employee's seniority shall commence with his/her date of hire and shall continue for as long as he/she is employed by the SAU.

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

(a) Illness resulting in total/temporary disability due to his/her regular work with the School Board, certified by an affidavit from the worker's compensation carrier.

(b) Illness not the result of misconduct resulting in total/temporary disability certified by a physician.

(c) Duty with the Armed Forces.

24. Promotions, Transfers, Layoffs, Vacations and Overtime

Seniority, ability, attitude and performance shall be determining factors in promotions and transfers. Seniority alone shall be the determining factor in layoffs, vacations and overtime. A three (3) week notice by certified mail shall be sent to any employee to be laid off.

25. Seniority (Definition)

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

26. Seniority List

The SAU agrees to establish and keep up to date a seniority list by district. This list shall be posted once a year in July.

27. Seniority/Forfeited

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

28. Re-Employment List

The person with the most seniority will be hired back first. All employees who have been laid off will be kept on a re-employment list for a minimum of two years. Qualified and available permanent employees shall be reinstated before new employees are hired.

An employee who is offered a regular full-time job and does not accept recall shall be dropped from the reemployment list. Employees offered reemployment shall have two (2) weeks to decide upon the offer and must be ready to start work within two weeks of notifying the School Department of acceptance unless the parties agree otherwise in a specific instance.

29. Sick Leave Days (Accumulation)

Sick leave without loss of pay or fringe benefits shall be computed at the rate of 1 1/4 days per month or 15 days per year and may be accumulated without limitation. For employees hired after 1/1/90 accumulation to be limited to 150 days. It will be credited to an employee's record only after earned. For employees hired into the district after July 1, 2015, sick leave without loss of pay or fringe benefits shall be computed at the rate of 1 day per month or 12 days per year.

30. Sick Leave (Pay Back)

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

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

Employees seeking payment under this Article shall notify the Superintendent by the first of January prior to their last year of work in order to receive severance pay at retirement. If the employee complies with this notice, severance pay will be payable on or after July 1 of the year in which the notice is given. If the employee does not so notify the Superintendent, he/she will receive severance pay no later than the fiscal year following his/her retirement.

31. Sick Leave (Notification)

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

32. Sick Leave and Vacation (Overtime)

Paid sick leave taken and vacation shall not be counted as hours worked when computing overtime.

33. Sick Leave (Medical or Dental)

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

34. Sick Leave (Call In)

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

35. Bereavement Leave

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

Up to three (3) days

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

Up to five (5) days

- parents
- sister
- brother
- parent-in-laws

Up to seen (7) days

- Husband, wife or civil union partner
- children

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

36. Personal Days

All employees shall be entitled to five (5) non-accumulative personal days per year. Permission to use these days is subject to the approval of the Building Principal, with a copy sent to Personnel 24 hours prior to taking, except in the case of an emergency.

37. National Guard/Armed Reserves Leave

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

38. Civil Leave for Juror or Witness Service

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

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

39. Leave Of Absence

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

40. Normal Work Week

The normal work week shall consist of any five consecutive days, Monday through Saturday. The normal work day shall consist of any eight consecutive hours within a 24 hour period, exclusive of 1/2 an hour for lunch period for the day shift and 1/2 an hour for the night shift employees. By mutual agreement between the principal and the employee, a work week of four 10-hour days may be implemented during the summer school vacation.

41. Work Schedule Change

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

covered by this section, hereof, shall be by agreement of the parties.

42. Avoid Payment Of Overtime

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

43. Evaluations

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

44. No Strike Clause

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

45. Stability Of Agreement

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

46. Work Breaks

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

47. Overtime

All employees shall receive time and a half for all hours worked over forty in any one week. Employees who are requested to work on Sundays for non-school related work

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

48. Call-In Time

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

48A. Week-End Building Checks

Employees scheduled by the Principal or the Business Administrator to check the building over the week-end shall be paid a minimum of 3 hours of overtime for the week-end (6 hours at the High School).

49. Safety

The SAU shall have the right to make regulations for the safety and health of its employees during their hours of employment.

50. Proper Care

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

51. Personnel File

No written material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement.

52. Clothing Allowance/Shoe Allowance

Seven (7) new sets of uniforms will be furnished by the School Board at its expense for all employees covered by this Agreement, including two (2) sets of summer uniforms (shorts and polo shirts). The School Board will replace said uniforms no later than 30 days after request to replace. No later than 30 days after the completion of the probation period or as soon as possible thereafter employees will be issued new uniforms. Upon termination each employee must return all uniforms. The School Department will provide eighty dollars ($80.00) annually for work boots/shoes/sneakers effective July 1, 2004. The School

Department shall have the right to establish the specifications for boots/shoes/sneakers purchased under this section.

53. Special Clothing

Special clothing will be issued upon the request of a custodian if approved by the Building Principal.

54. Retirement

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

55. Credit Union

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

56. Bulletin Boards

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

57. Non-Contracting Service Clause

The School Board agrees that work or services presently performed shall not be subcontracted, transferred, leased, assigned, or conveyed, whole or in part, to any other agency, person, private contractor, or non-unit employee, where such work or services can be performed by present employees. The Association understands that the School Board's position is that this clause is not legally enforceable and in the event the School Board successfully attacks the validity or enforceability of such a clause in another school department labor agreement, through litigation, the association agrees to be bound by the final decision.

58. Related To Another Employee

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

59. Copy Equipment

The SAU agrees to allow the use of its copying equipment to members of the CSU unit when the purpose is to provide notices and information to its members. This work will be

performed with prior approval by the building administrator and at a time designated by that administrator, and the materials are to be supplied by the CSU.

60. Copies

The SAU agrees to provide each custodial supervisor unit member with a copy of this agreement within 30 days of signing. The SAU agrees to further provide each custodial supervisor with a copy of the contract between the SAU and the custodian unit.

61. Benefits (*Maintenance of*)

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

62. Emergency Definition

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

63. School Building

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

64. Bonding Of Employees

The SAU agrees that the bonding of custodial supervisors shall remain at the present level throughout the duration of this AGREEMENT.

65. Blue Cross/Blue Shield

The School Board shall pay provide health insurance for individual, two person, or family coverage for full-time employees.

Employees will have the option of choosing between the POS, HMO or Open Access plan offered through SchoolCare. The employee's will pay fourteen (14%) of the plan and the School Department will pay eighty-six (86%) of the plan.

Starting on July 1, 2016, the City will offer full-time employees only the Consumer Driven Health Plan (CDHP) issued by Cigna Insurance under its SchoolCare Plan of the New

Hampshire School 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. If, at any time, the cost of the CDHP exceeds the threshold level(s) for assessment of the Cadillac Tax under the ACA, the parties will immediately reopen the contract on the issue of health insurance only, for the purpose of selecting a replacement plan that does not exceed the threshold level(s) for assessment of the Cadillac Tax under the ACA. If the parties are not able to agree on a replacement plan, the City's total contribution to health insurance coverage (including premiums, additional taxes assessments) will not exceed the current threshold levels for assessment of the Cadillac Tax under the ACA ($10,200 for single plan and $27,500 for a two person/family plan).

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

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this five (5) year agreement such plan would only become effective if ratified by the Association, approved by the School Board and approved by the City Council.

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

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

66. Long Term Disability

The 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 $1200.00, of the monthly salary of the employee at the date of disability. Said insurance shall run until age 65 and shall be coordinated with Social Security benefits.

67. Life Insurance

The School Board shall purchase one hundred percent (100%) of term life insurance for all employees, equal to twice the annual income of each employee. It is understood that employees age 70 and over will have their benefits reduced in accordance with the Certificate Schedule attached.

68. Dental Insurance

SAU agrees to provide Cigna(Plan One - see Appendix A) or an equivalent plan and to pay one hundred percent (100%) of the premium cost for single, two-person, or family plan.

69. 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.

70. 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.

71. Worker's Compensation

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

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

72. Wages And Salary Guide

All Custodial Supervisors will be paid in accordance with the following schedule.

All Custodial Supervisor's base pay will be the highest base pay of a custodian plus $.40 (forty cents) per hour effective July 1, 2003. Effective July 1, 2010, the differential shall be $0.45; on July 1, 2011, $0.50; and on July 1, 2012, $0.55.

Custodial Supervisor's Merit Pay Schedule:

1 to 3 years a supervisor in the Portsmouth School Dept. - $0. 20per hour

3 to 6 years a supervisor in the Portsmouth School Dept. - $0. 25per hour

6 to 15 years a supervisor in the Portsmouth School Dept. - $0. 30per hour.

Over 15 years as a supervisor in the Portsmouth School Dept. - $0.50 per hour.

An employee will only receive merit pay if his/her most recent performance evaluation is acceptable or better.

COLA Adjustment

Effective July 1, 2015, and each July 1 of each year from July 1, 2015 through June 30, 2018 a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA adjustment percentage shall be determined by the ten (10)-year rolling average 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 ten (10)-year rolling average for the CPI-U for the Boston SMSA calendar year is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5%.*

Applicability After Contract Expires: It is clearly understood that in the event that the three year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2018, that no further COLA adjustments after July 1, 2017 will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2018.

73. Longevity

Longevity will be paid in accordance with the following schedule:

	July 1, 2015	July 1, 2016
After 5 years	$ 600	$700
After 10 years	$ 700	$800
After 15 years	$ 800	$900
After 20 years	$ 900	$1,000
After 25 years	$ 1,000	$1,100

Increasing by - $150 for each additional five years of service.

This will be paid in a separate check on the first payday in August.

Longevity is based on years of employment with the SAU in any full time capacity.

74. Mileage

Employees required or requested to use their personal vehicles in the course of their duty, shall be reimbursed at the minimum rate of 31.5 cents per mile. The rate for mileage shall increase based on the IRS justifiable mileage rate as set by that agency. Mileage payments shall be paid in agreement with the Business Office.

75.Collective Bargaining Procedure

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

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

76. Duration Of Agreement

SAU agrees to a three(3)) year AGREEMENT. This agreement shall be in full force and effect from July 1, 2015 through June 30, 2018 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration as provided in Chapter 273-A:3:11.

A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date, as provided in Chapter 273-A:3:11 (PELRB), advising that such a party desires to revise or change terms or conditions of such Agreement and specifies the articles to be renegotiated. The Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

SIGNATURES

EXECUTED THIS 29th DAY OF January, 2016.

PORTSMOUTH SCHOOL DISTRICT

Leslie Stevens

Leslie Stevens, Chair
School Board

CSU OF THE PORTSMOUTH SCHOOL DEPARTMENT

Stephen Zadravec
Superintendent of Schools

Arthur Ashley

Steve Barlett
Business Administrator

Edward O'Connell 1-19-16

Thomas Closson
City Negotiator

APPENDIX A
YOUR DENTAL CARE BENEFITS:

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

	Paid by Cigna	Paid by Patient
COVERAGE A:		
Diagnostic – Initial Examination; Examinations to determine the required dental treatment once in a 6-month period: X-Rays – Full Mouth/Panorex X-Rays once in a 3-year period; Bitewing X-Rays once each 12-month period; Periapical X-Rays as necessary	100%	0%
Preventive – cleaning once in a 6-month period; Fluoride once in a 12 month period (age limit 19); Space Maintainers	100%	0%
COVERAGE B:		
Restorative – Amalgam, Silicate and Acrylic restorations	8%	20%
Oral Surgery – Extractions	80%	20%
Endodontics – Pulpal therapy; root canal filling	80%	20%
Periodontics – Treatment of gum disease	80%	20%
Denture Repair – Repair of removable denture to its original condition	80%	20%
Palliative – Emergency treatment	80%	20%
COVERAGE C:		
Prosthodontic – Bridges, partial and complete dentures, rebase and recline, crowns, inlays and onlays	50%	50%

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

MAXIMUM:
The maximum amount which your plan will pay is $1500.00 per person per Contract Year.

INDEX

APPENDIX A.....23

Avoid Payment of Overtime..... 13

Bargaining With Individual Employees..... 2

BENEFITS (*Maintenance of*)..... 16

Bereavement Leave..... 11

Blue Cross/Blue Shield..... 16

BONDING OF EMPLOYEES..... 16

BULLETIN BOARDS..... 15

Call-In Time..... 14

Civil Leave for Juror or Witness Service..... 12

Clothing Allowance/Shoe Allowance..... 14

COLA Adjustment..... 19

COLLECTIVE BARGAINING PROCEDURE..... 21

COPIES..... 16

COPY EQUIPMENT..... 15

CREDIT UNION..... 15

CSU Rights..... 3

Delta Dental..... 18

DISCIPLINARY PROCEDURES..... 6

DURATION OF AGREEMENT..... 21

EMERGENCY DEFINITION..... 16

EVALUATIONS..... 13

GRIEVANCE PROCEDURE..... 8

Holiday Pay (Overtime)..... 3

Holiday Pay (While on Leave)..... 4

Holiday Pay..... 3

HOLIDAYS 3
INSURANCE 16
Job Posting 6
Just Cause 7
LEAVE OF ABSENCE 12
LEAVES 10
Liability Insurance 18
Life Insurance 18
Long Term Disability 18
LONGEVITY 20
Management Positions 6
Management's Rights 2
MILEAGE 21
National Guard/Armed Reserves Leave 12
NO STRIKE CLAUSE 13
NON-CONTRACTING SERVICE CLAUSE 15
Non-Selection 6
Normal Work Week 12
Notification 10
OVERTIME 13
Personal Days 11
PERSONNEL FILE 14
Pre-Paid Vacation 4
PROMOTIONS, TRANSFERS AND POSTINGS 5
Promotions, Transfers, Layoffs, Vacations and Overtime .. 9
PROPER CARE 14
Proper Care 14

RECOGNITION 2
Re-Employment List 9
RELATED TO ANOTHER EMPLOYEE 15
RETIREMENT 15
SAFETY 14
SCHOOL BUILDING 16
SENIORITY 9
Seniority (Definition) 9
Seniority Forfeited 9
Seniority List 9
Sick Leave - Pay Back 10
Sick Leave (Call In) 11
Sick Leave (Medical or Dental) 10
Sick Leave (Overtime) 10
Sick Leave Days (Accumulation) 10
SIGNATURES 21
SPECIAL CLOTHING 15
Stability of Agreement 13
STABILITY OF AGREEMENT 13
Suspension Notices 7
Unemployment Compensation 19
Vacation Accumulation 4
Vacation Notification 4
Vacation Termination 5
VACATIONS 4
WAGES AND SALARY GUIDE 19
WITNESSETH 2

Work Breaks 13
Work Schedule Change 12
Worker's Compensation 19
WORKING AGREEMENT 2
Written Reprimand 7