WORKING AGREEMENT

BETWEEN THE

PORTSMOUTH SCHOOL DISTRICT
PARAPROFESSIONALS

AND THE

PORTSMOUTH BOARD OF EDUCATION

JULY 1, 2014 THROUGH JUNE 30, 2017

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

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

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

WITNESSETH

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

ARTICLE 1
RECOGNITION

1.1 Whenever used in this AGREEMENT, the word employees shall refer only to a person(s) actively and regularly engaged in District work or enrolled on the regular payroll of the School District of the City of Portsmouth, New Hampshire.

1.2 The District hereby recognizes that the Association is the sole and exclusive representative of the certified NEA/NH unit except the management or supervisory employees of the District.

1.3 A paraprofessional is defined as any person hired for a position for which professional certification is not required. Paraprofessionals shall be paid according to the negotiated salary schedule for paraprofessionals. Paraprofessional and professional staff shall work together to provide quality education to the students in the Portsmouth schools. Effective July 1, 2009, Title I Paraeducators and Interpreters are removed from the bargaining unit. However, the currently-employed Interpreter will be grandfathered into the bargaining unit with all benefits and terms of the agreement.

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

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

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

C. Duty with the Armed Forces.

D. Reduction in Force.

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

Professional Days
Sick Days
Bereavement Leave

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

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

ARTICLE 2
NON-DISCRIMINATION

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

ARTICLE 3
STABILITY OF AGREEMENT

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

ARTICLE 4
DUES DEDUCTION

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

ARTICLE 5
SECURITY CLAUSE

5.1 It is recognized that the Negotiations for the administration of the AGREEMENT entail expenses which appropriately should be shared by all employees who are beneficiaries of the AGREEMENT. Paraprofessionals as a condition of employment by the SAU shall (1) join the Association or (2) pay a representative fee.

This representative fee shall be retained for a Scholarship Award. The sum shall be equivalent of the membership dues and assessment required to be paid by the members of the Association. The Committee to award the Scholarship will be made up of three (3) Paraprofessionals.

ARTICLE 6
WORKERS' COMPENSATION

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

ARTICLE 7
SAFETY

7.1 The District shall make regulations to ensure the safety and health of its employees during their working hours of employment.

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

ARTICLE 8
INSURANCE

8.1 Liability

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

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

8.2 Medical Insurance

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

Employee Share of Premium

	25-30 hours (1 Person only)		**30+ hours (1 or 2-person)**	
Year	Comp 100/ BC	MT	Comp 100/ BC	MT
14-15	38.0%	37.0%	17.0%	13.5%
15-16	38.0%	37.0%	17.0%	13.5%

Effective July 1, 2009 or as practicable thereafter, the District may offer two (2) additional optional plans based upon Blue Choice One and Matthew Thornton plans with premium share as described above. Co-pay shall be five dollars ($5.00) for office visits, twenty five dollars ($25.00) for emergency room visits, and $10/$20/$45 for 30-day retail or 90-day mail order prescriptions.

A. For employees scheduled to work thirty (30) or more hours per week the District will pay eighty three percent (83%) of the single or two person premium for whichever BCBS option the employee selects.

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

Co-Pay Applicable to Matthew Thornton Plan only:

The employee shall pay thirteen and one half percent (13.5%) as long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium. If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee's and the employer's percentage cost of the premiums shall be the same as those for Comp 100 MC and Blue Choice as set forth above.

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

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

those for Comp 100MC and Blue Choice as set forth above.

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

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

D. The District need not provide health insurance coverage if the employee is already covered under the health insurance plan provided by the Portsmouth School District or the City of Portsmouth. If an employee is found to have dual coverage, the employee must pay back to the District an amount equal to the premiums paid by the Board during this time.

E. All employee contributions to the health insurance premiums and to dependent care coverage and other medical expenses allowable under law shall be by payroll deduction pursuant to the provisions of Section 125 of the Internal Revenue Code.

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

G. The medical insurance coverage provided by the District will not change until July 1, 2016. Beginning on July 1, 2016, the District will offer coverage only under the Consumer Driven Health Plan offered through SchoolCare ("the CDHP"). For employees regularly scheduled to work thirty (30) or more hours per week, the District will pay 95% of the premium cost for single or two-person coverage under the CDHP, and 75% of the premium cost for family coverage under the CDHP. For employees regularly scheduled to work more than twenty-five (25) hours but less than thirty (30) hours per week, the District will pay 85% of the premium cost for single person coverage under the CDHP.

H. In November 2016, if the total premium cost for any of the CDHP plans offered by the City exceeds the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the parties will reopen the contract on the issue of health insurance only. If the

parties are not able to agree on a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the Union and the City will each select a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax and submit each plan to a mutually agreed upon arbitrator who will then select which plan the City will then adopt.

8.3 Medical - Eligibility for this insurance: First of the month after date of hire.

8.4 Dental

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

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

8.5 Eligibility for this insurance: First of the month after date of hire.

8.6 Life Insurance

The district shall provide one hundred percent (100%) of Term Life Insurance for each paraprofessional working fifteen hours a week or more equal to three (3x) the annual salary of the paraprofessional or a minimum of forty-five thousand dollars ($45,000.00).

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

8.7 Long Term Disability

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

ARTICLE 9
DISCIPLINARY PROCEDURES

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

9.2 All suspensions and discharges must be stated, in writing, with the reason stated, and a copy given to the employee at the time of suspension or discharge.

9.3 Disciplinary action shall normally follow this order:

a. An oral warning
b. A written warning
c. Suspension without pay
d. Discharge

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

a. Misconduct during employment
b. Incompetency or inefficiency
c. Failure to perform assigned duties
d. Disobedience to his/her superior
e. Intoxication while on duty
f. Conviction of a felony
g. Failure to observe rules and regulations
h. Incompatibility with other employees
i. Unauthorized absence from duty
j. Insubordination.

9.5 Subject to the language of this AGREEMENT, a suspension or discharge of an employee shall rest with the Superintendent of Schools.

9.6 No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or

compensation, or deprived of any advancement without just cause.

9.7 Unless the misconduct involved a minor, the personnel record of an employee will be cleared of written reprimand after a period of one year from the date of the reprimand, providing there are no similar infractions committed during the intervening period.

9.8 Unless the misconduct involved a minor, the personnel record of an employee will be cleared of suspension notices after a period of two years from the date of suspension, providing no similar infractions have been committed during the intervening period.

9.9 All employees shall have the right to review their records upon twenty-four (24) hours' notice to the personnel office.

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

ARTICLE 10
GRIEVANCE PROCEDURE

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

10.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except at the BOARD level. A decision on the grievance at the BOARD level shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decisions rendered at that step.

10.3 A grievance must be filed within ten (10) working days of its occurrence or within ten (10) working days of the time the employee, by reasonable diligence, learned of its occurrence. Grievances shall be processed in the following manner:

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

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

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

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

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

STEP VI Should the decision of the Board of Education be unsatisfactory, any dispute, claim, or grievance arising out of or relating to the interpretation or the application of this AGREEMENT may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the Arbitrator's award as final and binding upon them. The cost of said arbitration will be borne equally by both parties regardless of the outcome. All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred. The Association will notify the Board of Education in writing of its intention to appeal for arbitration within ten (10) working days of receiving the Board's decision.

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

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

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

ARTICLE 11
SICK LEAVE

11.1 For paraprofessionals who have been employed in the District for three (3) or less years, sick leave without loss of pay or benefits shall be computed at the rate of ten (10) days per year. It will be credited to an employee's record at the beginning of the employment year.

11.2 Effective July 1, 2009, after three (3) years in the Portsmouth School System, sick leave will be computed at) eleven (11) days per year. It will be credited to an employee's record at the beginning of the employment year.

11.3 Sick leave shall be used for self or when imperative, to care for an immediate member of the employee's family. Effective July 1, 2009 employees may utilize no more than fifteen (15) sick days in any school year to care for a family member. In the event of prolonged absence as a result of accident or illness, the Superintendent will consider

circumstances that might warrant extension of full or partial sick pay.

11.4 In such cases where a full day is not needed for sick leave, only the hours used will be charged to the paraprofessional.

11.5 Employees who have completed three years of service will be allowed to use up to ten (10) sick days before it is actually earned or accrued for use for the employee's illness or injury. It is understood that once additional leave is earned that it will be debited against any negative balances. Additionally, if an employee leaves the School Department with a negative balance, the employee will be responsible for reimbursing the School Department the cost of the negative balance.

11.6 The BOARD agrees to pay fifty five percent (55%) of all accumulated sick days in a cash payment at the per diem rate which the paraprofessional last earned to any paraprofessional who separates from the system with at least ten (10) years of service in the system. This percentage will be based on a maximum of ninety (90) days. The maximum number of sick days that may be accumulated will be one hundred and fifteen (115) days.

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

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

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

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

11.10 Sick Bank

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

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

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

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

E. The Sick Bank Chairperson will forward the request to the District Business Manager for disbursement.

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

ARTICLE 12
PERSONAL DAYS

12.1 Employees may take two (2) personal leave days for business which cannot be transacted any other time. Whenever possible, twenty-four (24) hour notice shall be given. No employee shall take a personal day preceding or subsequent to any vacation period or school holiday or on election day or in the month of June unless upon approval from the Superintendent of Schools. An employee may take the equivalent hours rather than a full day.

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

ARTICLE 13
PROFESSIONAL DAYS

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

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

ARTICLE 14
ASSOCIATION LEAVE

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

ARTICLE 15
CHILD CARE/CHILD BIRTH LEAVE

15.1 Upon application of the employee to the Superintendent of Schools, a child care leave of absence of up to two (2) years shall be granted to employees who have been employed at least one (1) year before said application. An employee on such leave, upon returning, shall be offered a similar category of employment, as indicated by the prior job description.

15.2 Employees shall be entitled to draw accumulated sick leave benefits during this period of disability surrounding childbirth.

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

15.4 Employees returning from childcare leave shall notify the employer by April 1 of the year for return to the school in the following September.

ARTICLE 16
LEAVE OF ABSENCE

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

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

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

16.2 Any paraprofessional returning from a Leave of Absence shall return only at the beginning of a school year, unless otherwise provided for.

16.3 While on Leave of Absence, the paraprofessional will notify the School Department by April 1 of the leave year as to his/her intention of returning to work in September.

16.4 All requests, extensions or renewals shall be in writing and responded to in writing.

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

ARTICLE 17
BEREAVEMENT

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

Not to exceed three (3) days:

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

Not to exceed five (5) days:

1. parents
2. sister
3. brother
4. parents-in-law

Not to exceed seven (7) days:

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

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

17.2 Extensions may be granted by application to the Superintendent.

ARTICLE 18
HOLIDAYS

Each paraprofessional shall be entitled to nine (9) paid holidays as follows:

Thanksgiving
Day After Thanksgiving
Christmas
New Years
Martin Luther King Day
Memorial Day
Labor Day (effective 2014-15)
Columbus Day
Veterans' Day (effective 2014-15)

ARTICLE 19
LONGEVITY

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

2014-15
After:

6 - 10 years	$532
11 - 15 years	$672
16 - 20 years	$813
21 - 25 years	$954
26 - 30 years	$1,095
30+ years	$1,135

The longevity stipend will increase on July 1, 2015 and July 1, 2016 by the 10-year rolling COLA average, as described in Article 32 for 2010-11, 2011-12, 2012-13 and 2013-14.

19.2 Longevity is to be paid in a separate check no later than August 1.

19.3 Should an eligible employee, because of illness or unforeseen emergency need to terminate employment prior to the longevity benefit payment, this benefit shall be prorated on a monthly basis.

ARTICLE 20
SENIORITY

20.1 An employee's seniority shall commence with the last date of hire and continue as long as he/she is employed by the Portsmouth School District in the bargaining unit.

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

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

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

c. Leave of Absence granted by the Superintendent of Schools.

20.3 Seniority shall be defined as continuous years of service within the bargaining unit counted from the last date of hire.

20.4 Seniority shall be a determining factor in all layoffs. It is the intent of the School District to continue the use of seniority as a determining factor in all layoffs.

20.5 If an employee is offered an opportunity for recall to a job which he or she has previously performed, and for the same number of hours and the employee refuses to accept the position, it shall result in the employee being dropped from the recall list.

20.6 Employees laid off shall be placed on a recall list for twenty-four (24) months after the date of the layoff. Employees shall be recalled based on seniority. If a certification is required for a job only an employee with the certification will be eligible for recall.

ARTICLE 21
JURY DUTY

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

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

ARTICLE 22
JOB POSTINGS

22.1 All unit vacancies, promotions and new jobs must be posted for six (6) working days in each school, so that all employees will have an opportunity to apply for these jobs.

22.2 Job postings shall include job specifications, range of pay, hours worked, and job location, and if the position is permanent or temporary.

22.3 The District shall provide space for bulletin boards for the posting of notices of the District addressed to the employees and notices of the Association addressed to the members.

22.4 During the summer months when schools are not in session, the unit vacancies shall be posted on the bulletin boards at Central Office and copies shall be sent to the President of the Paraprofessional unit. The Union will provide the summer addresses of the President of the Paraprofessional Unit.

ARTICLE 23
HOURS OF WORK YEAR

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

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

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

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

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

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

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

HOURS OF WORK AND OVERTIME

23.4 Employees starting times, and hours to be worked are set up as deemed necessary by the Superintendent of Schools, building principals, or supervisors, according to the individual school and program needs.

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

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

23.6 Paraprofessionals who volunteer and are selected to attend camps, trips and other activities involving overnights shall be paid at the rate of $10.00 per hour from 7 a.m. to 9 p.m. if they are on-duty and actively supervising or aiding students. Any overtime incurred as a result of these assignments shall be at one one-half this rate. For each overnight, paraprofessionals will receive a stipend of fifty dollars ($50.00). It is understood that such activities are voluntary and there will be no reprisals against any employee who declines such activities.

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

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

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

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

TRANSPORTATION

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

ARTICLE 24
COLLEGE COURSE TUITION REIMBURSEMENT

24.1
A. Each school year during this Agreement, the School District will budget and make available $5,250 for college course tuition reimbursement. B. Employees who have been employed by the School District for at least one year may request approval for college course tuition reimbursement. In order to receive approval, a requested course must be job related and must be considered and approved in advance by the building principal and Central Office Designee.

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

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

24.2 Workshop Payment

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

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

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

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

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

ARTICLE 25
COPY EQUIPMENT

25.1 The District agrees to allow the use of its copying equipment to members of the Paraprofessional Unit when the purpose is to provide notice and information to its membership. This work will be performed during a time when the machines are not in use, when the employee is off duty and the materials will be supplied by the Association.

ARTICLE 26
CATEGORIES OF EMPLOYMENT

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

ARTICLE 27
DURATION OF AGREEMENT

27.1 This AGREEMENT shall be in full force and effect from July 1, 2014 to and including June 30, 2017 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the AGREEMENT is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration as provided in Chapter 273-A; 3:11A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this AGREEMENT but also desire to negotiate changes or revisions in this AGREEMENT, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date, as provided in Chapter 273-A; 3:11 (PELRB), advising that such a party desires to revise or change terms or conditions of such AGREEMENT and specifies the articles to be renegotiated. The AGREEMENT shall remain in full force and effect until such changes and revisions have been agreed upon.

ARTICLE 28
RESIGNATIONS

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

ARTICLE 29
STEPS

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

ARTICLE 30
COPIES OF AGREEMENT

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

ARTICLE 31
MILITARY LEAVE

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

ARTICLE 32
WAGES

COLA Adjustment

Effective July 1, 2014 and each July 1 thereafter of each year from July 1, 2014 through June 30, 2017 an annual COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA Adjustment percentage shall be determined by the ten (10)-year rolling average of the annual increase in the CPI-U for the Boston-Brockton-Nashua--MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November. It is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Thus if the ten (10)-year average CPI-U for the Boston SMSA is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.

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

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

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

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

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

The wage scales for Paraprofessionals shall be:

2014-15	
Step	Rate
1	$13.15
2	$13.87
3	$14.62
4	$15.44
5	$16.30
	$19.12

The wage scales for Interpreters/Tutors shall be:

2014-15	
Step	Rate
1	$20.55
2	$21.72
3	$22.93
4	$25.41

Applicability After Contract Expires: It is clearly understood that in the event that the three year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2017 that no further COLA adjustments after July 1, 2016 will be generated under the Working Agreement even 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, 2017.

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

ARTICLE 33
EVALUATIONS

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

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

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

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

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

SIGNATURES

Signed this _____ day of _____ 2015.

For the Portsmouth
School District

Leslie Stevens
Chairman, School Board

Ed McDonough
Superintendent of Schools

For the Portsmouth
Paraprofessionals'
Association NEA/NH

Julie Thurber
President, Association's
Negotiating Committee

_____

City Negotiator

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