WORKING AGREEMENT

BETWEEN

THE PORTSMOUTH SCHOOL BOARD
PORTSMOUTH, NEW HAMPSHIRE

&

PORTSMOUTH MUNICIPAL EMPLOYEES, LOCAL #1386

OF THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,

COUNCIL 93, AFL-CIO

SCHOOL CUSTODIAL

July 1, 2014 – June 30, 2017

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WORKING AGREEMENT

By this Agreement the School Board, School Administration Unit No. 52, City of Portsmouth, N.H., hereinafter called the Board, and Local #1386 of the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO, hereinafter called the Union, representing all employees covered by this Agreement who are employees of the Portsmouth School District, do hereby reach agreement.

WITNESSETH

Whereas the Union established itself as the exclusive representative of the custodial employees of the Portsmouth School Board who are members of the unit and on regular active duty for the Board and enrolled on the Board'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 School Board work or enrolled on the regular payroll of the School Board of the City of Portsmouth, N.H. The Board hereby recognized that the Union is the sole and exclusive representative of the certified AFSCME unit. The Board agrees that it will not discriminate against, intimidate, or coerce employees in the exercise of their rights to bargain collectively through the Union because of their membership therein or their activities on behalf of the Union in accordance with the provisions of Chapter 273-A;5:A, B, C & D (PELRB).

2. Exclusive Representative

The Board hereby recognizes that the Union is the sole and exclusive representative of the permanent employees of the School Board who are members of the unit for the purpose of bargaining with respect to wages, hours of work and working conditions in accordance with the provisions of Chapter 273-A (PELRB). The Union unreservedly accepts and recognizes the necessity of the School Board to operate within the budget.

3. Bargaining with Individual Employees

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

4. Management's 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 School Board 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.

5. Union Rights

It shall be the right of the Union 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-l:XII (PELRB).

6. Job Description

It is understood that the School Board will have exclusive control of the writing of new job descriptions. Changes in existing job descriptions must be agreed to by both the School Board and the Union.

7. Dues Deduction

Upon the presentation of a signed authorization card by the employee to the Superintendent, the School Board agrees to deduct official dues or representative fees of said Union from the wages of each employee covered by this agreement and pay the total amount of dues collected to AFSCME Council, 93, 8 Beacon Street, Boston, MA 02108, once a month, along with a statement indicating who has paid dues. If employees have no check coming to them, or if their checks are not large enough to satisfy the dues, then no deduction will be made for them. In no case will the School Board attempt to collect fines or assessments for the Union beyond the regular dues.

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

8. Union Security

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 this Agreement. To this end, if an employee in the bargaining unit does not join the Union, such employee will as a condition of employment by the Board execute an authorization for the deduction of a "representative fee" which shall be a sum equivalent to the membership dues and assessments required to be paid by members of the Union, which sum shall be retained for a scholarship fund. The School Board agrees to forward said representation fee along with a list indicating who has paid said fee, to the Treasurer of AFSCME Local #1386. Award will be made to a graduating senior at Portsmouth High School who has matriculated in the Vocational Education Program. The Committee to award the scholarship shall be made up of two members of the Union, and one member of the "representation fee" group, and the scholarship shall be given in the name of AFSCME.

9. Probation Period

Whenever the Board hires new employees, these employees shall serve a probationary period. This period will be no less than ninety (90)calendar days, but may be extended up to one hundred eighty (180) calendar days. Extension of these days must be made by the Facilities Director to the Business Administrator. 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.

*Health Insurance
Sick Days
Bereavement Leave

*Dental Insurance
Holidays

*Carrier requires a two week lead time prior to the first of the month. All other contract provisions and benefits shall be given to the employee upon completion of the probationary period. Whenever re-employments or recalls are made beyond a two year period, the individual shall reserve a probationary period required of new employees. It is understood that probationary employees are employees at will and may be discharged with or without cause.

10. 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	* ½ day before Christmas
Labor Day	Christmas Day
Veterans' Day	Day after Christmas Day
½ day before Thanksgiving	Day before New Year's Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day
**Martin L. King Day	**Columbus Day

*The School Board agrees to grant a one-half (½) day before Thanksgiving Day and Christmas Day when the School Department is in session one-half (½) day before Thanksgiving Day and Christmas Day.

**Provided it is not a regular school day.

11. Holiday Pay

All hours worked on a holiday shall be at the rate of time and one-half (1 ½) over and above regular hours paid for the holiday. 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, except in the case of sick leave supported by a doctor's note.

12. Holiday Pay/Overtime

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

13. 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 Facilities Director copies sent to Personnel.

14. 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.

	Current Employees	Employees hired after 12/22/2014	
After 6 Months	5 days	After 6 Months	5 days
1 Year – 5 Years	10 days	1 Year – 5 Years	10 days
6 Years – 10 Years	15 days	6 Years – 10 Years	15 days
11 Years – 15 Years	20 days	11 Years – 15 Years	20 days
16 Years – 24 Years	25 days	16 years and beyond	25 days
25 Years and Beyond	30 days		

All paid vacation leave taken shall not be counted as hours worked when computing overtime.

15. Vacation Accumulation

No employee shall be permitted to accrue in excess of 1.5 times his annual earned vacation.

16. Vacation Notification

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

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

18. Vacation/Termination

Upon his/her termination of employment, the School Board 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 School Board, the School Board shall pay to that employee`s estate an amount equal to one hundred percent (100%) of earned vacation leave.

19. Changing Vacation to Sick Leave

Employees who are on paid vacation who are hospitalized for injury or illness may have their vacation time changed to sick leave.

20. Transfers and Postings

The School Board reserves the right and shall have the right to make 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. When a vacancy, as determined by the Superintendent of Schools or a designee occurs, the position will be filled as soon as practicable. 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 Facilities Director and Personnel Director to discuss the reason(s) why he/she was not selected. Said meeting should take place no later than five (5) days after the written request has been requested.

The Vice-President and Shop Steward shall receive copies of all unit vacancies and new jobs. If vacancies or new jobs are not to be filled or cannot be filled, the School Board shall notify the Vice-President and the Shop Steward 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.

21. 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 vacancies whether temporary or permanent.

The School Board agrees that within ten (10) working days of the expiration of the posting period, the name of the successful applicant shall be posted in all of the schools including the following information: Job Location, Shift/hours, the month, day and year of the award.

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.

22. Non-Selection

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

23. Management Positions

Vacancies in management positions shall be posted in each school to allow employees the opportunity to notify the School Board of their interest in the position.

24. 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 and the Vice-President and the Shop Stewards at the time of suspension or discharge.

Custodians may be transferred for cause or when it is determined to be in the best interest of the district. The employee being transferred would replace the least senior person in the school that the custodian is being transferred to. The employee being bumped shall be put in the position vacated because of the transfer.

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. An employee may be suspended or discharged without written or verbal warning for the following reasons:

(a) Misconduct during employment
(b) Incompetency or inefficiency
(c) Failure to perform assigned duties
(d) Disobedience to his superior
(e) Failure to observe rules and regulations
(f) Incompatibility with other employees
(g) Unauthorized absence from 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

25. 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.

26. Written Reprimand

Written reprimands will remain in the employee's personnel file. However, after two (2) years, will not be considered as basis for future discipline.

27. Suspension Notices

Suspensions will remain in the employee's personnel file. However, after three (3) years, will not be considered as basis for future discipline.

28. Seniority

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

The School Department will post a seniority list on January 1st of each year.

29. Layoffs, Vacations and Overtime

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. Copies to be sent to the Union.

30. 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 as a Custodian.

31. Seniority List/Tie Breaker

The preparation and maintenance of the seniority list shall be the responsibility of the school district and is to be made part of this agreement as APPENDIX E. In the event two or more employees have the same date of hire, the earlier date of application shall prevail to determine seniority on the seniority list.

Once a year in the month of July the School Board shall provide the Unit Vice-President and Shop Steward with an updated seniority list. Upon (acceptance) by the Union, said seniority list shall be attached to this agreement as Appendix E.

32. Seniority/Forfeited

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

33. 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. Qualified and available permanent employees shall be reinstated before new employees are hired. (However see limitation in Section 35 for employees hired after January 1, 1990).

Leaves

34. Sick Leave Days/Accumulation

Sick leave without loss of pay or fringe benefits shall be computed at the rate of (1.083) days per month or thirteen (13) days per year and may be accumulated without limitation. Employees hired after 12/22/2014 will earn 1 day per month, or 12 days per year. For employees hired after l/l/90 accumulation to be limited to one hundred fifty (l50) days. It will be credited to an employee's record only after earned.

35. Sick Leave/Pay Back

The School Board agrees to pay sixty percent (60%) of the accumulated sick days (in a cash payment at their present per diem rate) to any employee who terminates employment with District provided 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.

For employees hired after January 1, 1990, accumulation is limited to one hundred and fifty (150) days for both accumulation and buy back purposes with a buy back percentage at sixty percent (60%).

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

Upon the death of an employee while an employee of the School Board, the School Board shall pay to his/her estate an amount equal to one-hundred percent (100%) of his/her accumulated sick leave in a cash payment at his/her present per diem rate. This payment shall be made within 60 days of death.

36. Sick Leave Pay Back/Reduction In Force

Should a reduction in force occur, the Portsmouth School Board agrees that employees affected who were hired prior to July 1, 1996, will be paid sixty percent (60%) of their accumulated sick days, after a similar vested interest as required by the NH State Retirement Law (ten (10) years) in a cash payment at their RIF rate of pay after being on re-call list for two years. The employees affected must remain on the re-employment list for the full duration and not be recalled.

37. 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.

38. Sick Leave/Overtime

All paid sick leave taken shall not be counted as hours worked when computing overtime.

39. 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.

40. Sick Leave/Call In

All employees shall call in at least two (2) hours prior to shift starting time if they are taking a sick day. This does not apply in cases of emergency.

41. Sick Leave/Use

Sick leave shall be used for self or up to fifteen (15) days per year may be used when imperative to care for a member of the employee's immediate household. Immediate family shall include spouse, child or parent. This may be extended under extenuating circumstances by the Superintendent of Schools.

42. 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 seven (7) days
husband or wife
children
Civil Union

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

43. Personal Days

All employees shall be entitled to four (4)non-accumulative personal days per year. All paid personal leave taken will be counted as hours worked when computing overtime.

44. Personal/Sick Days Conversion

The Portsmouth School Board will provide one (1) day of additional pay, at the custodian's present rate of pay, to any custodian who has used NO SICK OR PERSONAL DAYS during the full school year. Permission to use these days is subject to the approval of the FACILITIES DIRECTOR twenty-four (24) hours prior to taking, except in the case of an emergency.

45. 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 (4) weeks per employee per year.

46. 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 not be counted as hours worked.

48. Leaves 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.

49. Leave of Absence/Unit Vice-President

When an employee is elected Vice-President of Local #l386 and has to do work which involves being away from his/her work with the School Board, that employee shall, at the written request of the Union, no less than fifteen (15) days in advance, be granted a leave of absence up to a maximum of three (3) work days per year with full benefits and no loss of seniority or other benefits. The Vice-President may be granted up to eight (8) additional hours of leave if requested in writing, no less than fifteen (15) days in advance, and approval by the FACILITIES DIRECTOR, a copy sent to Personnel.

50. Leave of Absence/Conventions

Employees elected as delegates to either the AFSCME International Convention, New Hampshire Employees' Council #93 Convention, or the New Hampshire State Labor Council Convention shall be allowed a leave of absence with no loss of pay not to exceed one working day per year, if requested in writing no less than fifteen (15) days in advance. This leave of absence shall be granted to only one union employee to attend the above-mentioned conference.

51. Management-Labor Meetings

Officers and members of Local #l386 shall be allowed to meet with the School Board representatives whenever necessary to carry out the contents and purpose of this Agreement and shall suffer no loss in pay or benefits in attending such meetings as provided in Chapter 273-A:ll - PELRB.

52. Leave of Absence/Maternity/Adoption Leave

Upon application of the employee to the Superintendent of Schools, a maternity leave of absence shall be granted to permanent female employees, without pay or benefits, for a period not to exceed two (2) years.

Upon application of the employee to the Superintendent of Schools, a female employee adopting a minor shall be granted a leave of absence. This leave is without pay or benefits and shall not exceed two (2) years. This leave shall commence upon the de facto custody of the said child or up to two (2) months earlier if necessary to fulfill the requirements of adoption.

An employee upon returning from the above leaves shall be offered a similar category of employment.

All benefits to which an employee was entitled to at the time of the approved maternity leave shall be restored to him or her upon returning to work.

Family Medical Leave Act

The parties agree that the provisions of the Family Medical Leave Act of 1993 shall apply to all bargaining unit members. The Family Medical Leave Act gives employees the right to take time away from work in the event of certain illness or injuries to the employee and/or to care for family members as defined by the Act.

EXAMPLES:

A. To care for newborns or recently adopted children

B. To care for a foster child

C. To take time off for employees own serious health problems.

D. To care for a spouse, parent or child with a serious health problem.

The parties recognize that the School Board in due course will adopt a policy implementing procedures for complying the FMLA.

53. Consultation

In the interest of fostering ongoing communication, representatives of the Union shall meet with the School Superintendent or a designee appointed by the Superintendent of Schools when requested but not too exceed more than once a month to discuss matters of concern of both the Union and the School District.

Hours of Work

54. 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 l/2 an hour for lunch period for the day shift and l/2 an hour for the night shift employees.

55. Work Schedule Change

In the event that it is necessary to change the work schedule in effect, it may be changed provided 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.

56. Compensatory Time

All employees will be paid for all hours worked according to the applicable rate set by this agreement. Compensatory time shall be granted by mutual agreement at the applicable rate. However, this compensatory time must be taken within the same pay period.

57. Hours (Work Shifts - Posting)

Hours of work and work shifts shall be posted on the bulletin boards at each of the schools, once a year in the month of July. (See Appendix).

58. Evaluations

Each year by April 1, all custodians will be evaluated by their immediate supervisor after which all employees shall have a conference. 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.

59. 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 School Board's business by the Union or its members. There shall be no lockout, partial or total, by the School Board, as provided in Chapter 273-A:3 (PELRB).

60. 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.

61. 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.

62. 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 for non-school related work (non-school related work is when the school department will receive reimbursement from another party for the custodian's hours) will be paid at time and one half their regular hourly rate of pay.

63. Overtime/Supervisors

Custodial Supervisors will not be eligible for custodial overtime until all eligible custodians covered by this agreement are given an opportunity to work such overtime in the building where the overtime occurs.

64. Overtime/Double Time

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.

65. Overtime/Avoid Payment of

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

66. Procedure for Overtime

All employees will be considered equally for overtime.

Overtime will be offered to custodians in the building where the overtime occurs through the process of most senior to least senior employees (temporary and probationary employees will be included after the least senior employee).

Should all building employees where the overtime occurs decline overtime, the least senior employee will be required to take the overtime; on a rotating basis.

The Union shall provide the Portsmouth School Board with a list of employees willing to perform overtime in school other than those they are currently assigned to. Such employees may be used in overtime situations at the assigning supervisors discretion, but outside employees shall not be assigned overtime until all employees in the building where the overtime occurs have declined such assignment.

The provision of this Article will not prevent management from responding outside of its provisions in an emergency.

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

67. Substitutes

The School Department will attempt to establish and maintain a list of qualified substitute custodians as well as a list of employees desiring work beyond their regular schedules. For purposes of this provision, a substitute will mean a temporary replacement for a regular employee. Substitutes may be used for absences of one or more days. A reasonable effort will be made to find substitutes to replace members of the bargaining unit who are out of work for four (4) or more consecutive work days.

68. Call-In Time

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

69. Safety

The School Board shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the School Board and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union 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.

70. 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.

71. Personnel File

Employees may make copies of any and all material placed in their personnel file. A forty-eight (48) hour notice by the employee is required. 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.

No information contained in the personnel file of an employee will be released to an outside person or agency without prior approval of the employee, except to verify employment, duration of employment and confirmation of wages. Any documents to be placed in a custodians personnel file shall be photocopied and sent to the custodian the same time they are placed in the personnel file. No document may be used against an individual if a copy has not been given to the individual.

72. Clothing Allowance/Shoe Allowance

Effective July 1 of each year, each full-time employee will receive an annual clothing allowance (excluding boots) of $266 (pro-rated for part-time employees), which may be used to purchase clothing items listed below. This list may be modified by mutual agreement.

Long-sleeve shirts
Pants
Polo shirts
Jackets
Sweatshirts
Short-sleeve shirts
Shorts
Rain gear
Gloves

The employee shall place an order with the Facilities Director, who will issue a voucher to pre-approved uniform distributors. The Facilities Director may require employees to use the clothing allowance to purchase particular items of clothing when in the Director's discretion this is necessary to maintain appropriate levels of appearance.

No later than 30 days after the completion of the probation period, or as soon as possible thereafter, employees will be issued new uniforms. Employees shall return to the District on an annual basis any clothing purchased by the School Board that is no longer being used by the employee. Upon termination each employee must return all uniforms. The School Department will provide eighty dollars ($80.00) annually for workboots/shoes/sneakers provided the requests for reimbursement are submitted to the Business Office by June 1 of each year. Effective July 1, 2012 the School Department will provide ninety dollars ($90.00) annually for workboots/shoes/sneakers and one hundred dollars ($100.00) effective July 1, 2013. The School Department shall have the right to establish the specifications for boots/shoes/sneakers purchased under this section.

73. Special Clothing

Special clothing will be issued upon the request of a custodian if approved by the Facilities Director, a copy sent to Personnel.

74. Retirement

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

75. Credit Union

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

76. 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 Union addressed to its members.

77. 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.

Grievance

78. Grievance Definition

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

79. Grievance Time Frame

A grievance must be filed within eight (8) 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:

80. Grievance Procedure

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 Facilities Director 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 Facilities Director. The grievance shall be in writing an on an official grievance form. The Business Administrator shall meet with the Facilities Director, 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 to the Superintendent of Schools within five (5) working days of receipt of the decision. The Superintendent of Schools shall have four (4) working days to render a decision in writing.

D. An unfavorable decision in Step C may be appealed in writing to the School Board. The request for a hearing must be sent in writing to the School Board within ten (10) working days of Step C's unfavorable decision. The School Board will have twenty (20) working days to render a decision in writing.

E. If the Union is not satisfied with the disposition of the grievances by the School Board, or if no decision has been rendered within the specified time limits, and prior to the submission of the grievance to arbitration, representative of the Department involved, Superintendent's office, the School Board, and the Union will meet to determine if the grievance can be settled without arbitration.

F. If no agreement has been reached in Step E, any dispute, claim, or grievance arising out of or relating to the interpretation of the application of this Agreement may be submitted to arbitration. If the parties cannot mutually agree to an arbitrator, then the parties will select an arbitrator using the New Hampshire Public Employee Labor Relations board and its procedures. The parties further agree to accept the Arbitrator's award as final and binding. The cost of said arbitration will be shared equally.

Should the Union wish to submit a grievance to Arbitration, it must notify the School Board in writing within thirty (30) working days following the Union's receipt of the School Board's answer in Step D or it will be considered untimely and the Union's right to arbitration shall be waived. An Arbitrator shall have no authority to change, alter or amend any provisions in this contract.

G. 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.

H. An arbitrator shall have no authority to change, alter or amend any provision of this Contract.

I. An arbitrator shall have no authority to change, alter or amend any provision of this Contract.

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

81. Summer School Vacation and Non-School Days

All employees covered by this Agreement shall be given the opportunity to work days whenever possible during the summer school vacation at the discretion of their supervisors. No employee shall be required to work weekends during summer school vacation. This does not apply in cases of emergency or special functions. 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.

82. 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.

83. Copy Equipment

The School Board agrees to allow the use of its copying equipment to members of the custodial 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 Union. Copies of all notices shall be sent to the Principal of the building where notices are copied. Copies of all notices shall be sent to the principal of the building where the notices are copies.

84. Copies

The School Board agrees to provide 40 copies of the custodial agreement at the School Board's expense. The NEGOTIATOR/PERSONNEL DIRECTOR shall comply with this provision not later than 30 working days after the signing of this agreement or as soon as possible thereafter.

85. Benefits

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

86. Emergency Definition

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

87. Higher Rate Assignment

Any employee who shall perform duties paying a higher rate 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 is classified. Employees designated in writing to fill in for a supervisor for a consecutive period of two weeks or more shall receive a supervisor's wage rate.

88. School Buildings

The School Board 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.

89. Bonding of Employees

The School Board will provide employees whose duties include responsibility for handling of monies will be bonded and 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.

Insurance

90. Health Insurance

The School Board shall provide health insurance for individual, two person, or family coverage for full-time employees. The health insurance will be BC/BS Plan COMP-100 with a Managed

Care Rider, Blue Choice One (1) or Matthew Thornton as available through the NHMA Health Insurance Trust or equal and comparable coverage to such plans. Said plans shall include at least $1,000,000.00 life time coverage. Employees will be provided the option of switching plans prior to the beginning of each plan year. The employee's decision to switch plans must be made in writing by April 1 of the plan year about to end.

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this three (3) year contract – such plan would only become effective if ratified by the Union, approved by the School Board and approved by the City Council.

The Board need not provide health coverage 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.

Should the parties agree to change from BlueCross to SchoolCare anytime during the term of this contract, the employees will pay fourteen (14%) of the premium and the City will pay eighty-six percent (86%).

Effective July 1, 2012, 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 ($25) for emergency room visits and $10/$20/$45 for 30-day retail or 90-day mail order prescriptions.

Effective no later than 60 days after the Execution of the Agreement, employees will only be eligible for the following health plans:

Blue Choice $10/$20/$45 for prescriptions with the School District paying 80% of the premium and the employee paying 20%.

Matthew Thornton $10/$20/$45 for prescriptions with the School District paying 84.5% of the premium and the employee paying 15.5%.

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

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).

Effective July 1, 2016, the employees will change to SchoolCare's Consumer Driven Health Plan (CDHP) with the Health Reimbursement Account. The School District will pay 95% of the premium, and the employees will pay 5%.

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. If the re-opener is triggered, the School Department will cooperate and assist the Union to obtain health insurance bids from the companies selected by the Union, to the extent possible.

91. Health Insurance/Upon Retirement

Upon notification, by eligible employees of their retirement the School District shall inform the employee of their rights under law regarding Health/Dental Insurance coverage after retirement.

92. Long Term Disability

The Board will purchase income protection insurance for each employee to begin on the ninety first (9lst) day of disability in an amount equal to sixty six and two thirds percent (66 2/3%), up to four thousand dollars ($4,000) 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.

93. Life Insurance

The School Board shall purchase one hundred percent (l00%) of term life insurance for all employees, equal to twice the annual income of each employee.

94. Dental

The School Board agrees to provide Dental (Plan One - see Appendix C) or an equivalent plan and to pay one hundred percent (l00%) of the premium cost for single, two-person, or family plan. In exchange for accepting SchoolCare, the School Board will provide Cigna dental insurance with an annual limit of One thousand, five hundred dollars ($1,500).

95. 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.

96. 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.

97. 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 employee's take home pay.

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

Wages
98. Wages/Time Frame

Employees shall be paid in accordance with the following schedule, the rate of pay established in accordance with the position classification, and the rates which are included in this Agreement. Wage increases and fringe benefits shall be effective as of July 1, or date designated each year according to the schedule on the next page.

A. Effective July 1, 2014:

Step A - Starting pay to completion of probationary period	$13.56
Step B - End of probationary period to one (1) year	$14.38
Step C - One (1) year to two (2) years	$15.26
Step D - Over two (2) years	$16.96
Step E - Over three (3) years	$18.12

B. COLA Adjustments

Effective July 1, 2014 the employees' wages will be adjusted by 2.02%. On July 1, 2015 and July 1, 2016, a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA adjustment percentage shall be determined by the ten-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 of the U.S. Department of Labor for the most recent November to November period preceding the July 1 adjustment. . 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-year rolling average of the CPI-U for the Boston SMSA is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5%.

Applicability After Contract Expires: It is clearly understood that in the event that the three year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2017, that no further COLA adjustments after July 1, 2016 will be generated under the Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2017.

99. Longevity Schedule

Longevity will be paid in accordance with the following schedule:

	August 2014	August 2015	August 2016
After 5 years	$475	$600	$700
After 10 years	$575	$700	$800
After 15 years	$675	$800	$900
After 20 years	$775	$900	$1,000
After 25 years	$875	$1,000	$1,100

Increasing by $150.00 for each additional five years of service.

Length of service on the chart above 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, 1999 will be deemed to have completed five years of service for longevity purposes on July 1, 2004.

Longevity will begin on the first day of hire and will be paid to the nearest payday after August 1. Longevity is based on years of employment with the School Board in any full-time capacity.

100. Shift Differential

Effective upon the approval of this Agreement by the City Council, a shift differential of eighty cents ($.80) per hour shall be paid to all employees whose work schedule is at least 6 hours after 3:00 P.M. on any work day.

101. 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.

102. Direct Deposit

The School Board shall, upon written request and authorization from the employee forward said employee's paycheck as a direct deposit to any bank. The School Board shall not be held responsible for any delay experienced by the employees due to the transfer of funds through electronic transfer.

103. Mileage

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

105. Duration of Agreement

The School Board agrees to a three (3) year contract. This agreement shall be in full force and effective from July 1, 2014 through 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:ll.

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:ll (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 DAY OF _____

FOR THE PORTSMOUTH SCHOOL BOARD

Leslie Stevens
School Board Chairman

Edward McDonough
Superintendent of Schools

Thomas Closson
City Negotiator

FOR LOCAL #1386 AMERICAN FEDERATION OF STATE, COUNTY MUNICIPAL EMPLOYEES AFL-CIO.

Mark Whiting, President

Harriett Spencer
AFSCME Coordinator

Dave Perkins
Unit Chair

Alvin Walker
Negotiating Team

APPENDIX A

TITLE: Custodian
TITLE OF IMMEDIATE SUPERVISOR: Custodian Supervisor of Facilities Director

Nature and Scope:

Job Summary:

1. Duties, that are incidental to custodial functions, in building or buildings and care of grounds assigned.

2. Performs duties as required to carry out principal's program, or programs assigned.

Accountability:

1. Accountable for cleaning and general appearance of building or buildings assigned, and surrounding grounds assigned.

2. Adjustments of hearing controls when specified, perform boiler checks are requested by their building supervisors.

3. Minor repairs when necessary and possible.

4. Maintaining of security of the building or buildings during regular working hours and on special occasions as scheduled by supervisor.

5. Setting up for all special events when requested to do so.

6. Reporting to supervisor of any problem in areas assigned-custodial or maintenance.

7. Performs other related duties as required.

Work Performed:

1. Performs such duties as outlined by supervisor to maintain orderly general appearance in all assigned areas.

2. Adjustments of heating controls when specified as required by their building supervisor.

3. Perform minor maintenance repairs when possible (window replacement, lock repair, routine painting, etc.)

4. Check all doors and windows, when school is not in session or use, for security reasons, answer all alarms or other emergencies when called by the appropriate officials, report any problems to supervisor immediately when security problems exist.

5. Setting up necessary equipment for special events when requested to do so.

6. Reports any problems, custodial or other to supervisor immediately.

7. Maintains specified areas on grounds (snow removal, etc.)

8. Removes rubbish and waste paper.

9. Performs duties as required to carry out principal's program or programs as assigned.

10. Perform other related duties as required.

Special Note: Cleaning, as Defined Is:

1. Sweeping and washing as necessary; sealing and waxing, as necessary.

2. Washing and disinfecting toilet bowls, lavatories, urinals, water fountains, walls, floors, and other specified areas.

3. Dust woodwork and furniture (wash and/or polish if necessary.)

4. Vacuums and shampoos rugs.

5. Cleans windows.

Equipment Used:

Necessary equipment supplied by supervisor-tools, pails, mops, brooms, floor equipment, and other necessary supplies.

Records and Reports:

Building problems to supervisor.

JOB TITLE: School Lunch Driver, Food Services

DEPARTMENT: Custodian

TITLE OF IMMEDIATE SUPERVISOR: Facilities Director

Nature and Scope:

Job Summary:

1. Responsible for pickup and delivery of food, paper goods, custodial supplies, mail, equipment to specified areas.

2. Perform cleaning duties and other related duties, as required.

Accountability:

1. Pick up and delivery of food, paper goods, custodial supplies, mail, equipment, etc., to areas specified materials for turn-in to supervisor.

2. Cleaning of specified areas in kitchen and other areas in accordance with instructions from supervisor.

3. Cleaning of the truck and equipment used for carrying food.

4. Arranging stockroom as instructed by supervisor.

5. Performing other related duties as required.

Work Performed:

1. Pick up and delivery of food, paper goods, custodial supplies, mail, equipment, etc., to areas specified.

2. Cleaning of specified areas in kitchen and other specified areas.

3. Cleaning of trucks and equipment used.

4. Other custodial work (during summer months).

5. Arranging stock room as instructed by supervisors.

6. Performing other related duties as required.

Equipment Used:

Trucks (Food Service and other), necessary equipment supplied by supervisor for job assigned.

Records and Reports:

Making out of delivery slips for supervisors, assisting in inventory records.

APPENDIX C

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 Delta	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	60%	40%
Oral Surgery – Extractions	60%	40%
Endodontics – Pulpal therapy; root canal filling	60%	40%
Periodontics – Treatment of gum disease	60%	40%
Denture Repair – Repair of removable denture to its original condition	60%	40%
Palliative – Emergency treatment	60%	40%
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 $750.00 per person per Contract Year.

CUSTODIAL SENIORITY LIST

APPENDIX D

Dale E. Durgin	06/20/88	
Thomas Howe	02/01/96	
Matt Dwyer	07/22/98	
Florina Cole	9/19/00	
Abdel Touhami	06/27/01	
Alvin Walker	09/20/01	
Edward MacPherson	09/24/01	
Ralph Langer	06/02/03	
Ronald Ouellette	12/6/04	
Robert White	8/28/04	
Sue Pickering	8/25/05	10/16/95 Food Service
Nelson Lee	9/10/07	
Victor Jines	9/8/08	
Tracy Pratt	9/14/09	
John Schmitt	1/14/10	
Helena Benson	9/03/10	11/21/08 Food Service
Dave Perkins	9/14/10	
Tracy Rolfe	3/7/11	
Chad Stefanowicz	10/30/11	
John Maki	2/13/12	
Steve O'Neil	7/07/14	

WORKBOOT/SHOE ALLOWANCE PAYMENT REQUEST VOUCHER

APPENDIX E

Instructions: To be eligible for the allowance, the workboots/shoes must:

- Be designed and suitable work boots/shoes
- Be of substantial quality and made for long-term wear
- Have leather or suitable durable uppers with adequate toe and upper arch protection
- Have steel shank or proper reinforced arch support
- Deemed to be a "safety" shoe by the Portsmouth School Department
- Have non-slip, non-marking oil resistant soles
- Have proof of purchase after July 1, 2004

Further, the workboots/shoes may:

- Have high tops (boots) or may be of the low cut (shoe) type
- Have steel toe, although not required
- Vary in color or style
- May be of the "sneaker" type as long as they satisfy the above requirements

A copy of store receipt indicating purchasing information and workboots/shoe cost must be attached.

To the best of my knowledge the workboots/shoes purchased meet the above specifications and are eligible for the payment allowance reimbursement.

_____ _____

Employee Date

_____ _____

Supervisor Date