

AGREEMENT

SCHOOL ADMINISTRATIVE UNIT NO. 52
CITY OF PORTSMOUTH

AND

CLERICAL EMPLOYEES
PORTSMOUTH SCHOOL DISTRICT

Two Year Agreement
July 1, 2022-June 30, 2024

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**NEA/NH ASSOCIATION
PREFACE**

The School Board agrees that the provisions of this Agreement shall be applied to all employees without discrimination due to race, color, religion, sex, age, marital status, national origin, sexual orientation, disability or Veteran status. There shall be no intimidation or coercion of employees who exercise their rights to bargain collectively through the Association because of their membership therein or their activities in behalf of the Association in accordance with the provisions of RSA 273-A.

WITNESSETH

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

AGREEMENT

The signed agreement is made and entered into by the School Board, City of Portsmouth, New Hampshire, hereinafter called the District, and the National Education Association/New Hampshire, hereinafter called NEA/NH-Association representing the Portsmouth Association of Clericals in Education (PACE) employees of the Portsmouth District. Association as defined on page 4, Section I, Recognition.

SECTION # 1

RECOGNITION

Whenever used in the Agreement, the word "employee(s)" shall refer to a person or persons actively and regularly engaged in School Board work or enrolled on the regular payroll of the School Board of the City of Portsmouth, NH.

The District hereby recognizes that the Association is the sole and exclusive representative of the certified NEA/NH Association unit of permanent employees of the District with the purpose of bargaining in respect to wages, hours of work, and working conditions in accordance with the provisions of Chapter 273-A:1: Public Employment Labor Relations Board (PELRB). The District shall accord proper courtesy and respect to representative of NEA/NH Association when discussing mutual concerns of this Agreement.

SECTION #2

MANAGEMENT RIGHTS

It is understood that the District shall have the exclusive control of its operation. Nothing in this Agreement shall be deemed to limit the District in any way in the exercise of the regular and customary functions of Management.

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

SECTION #3

LABOR AGREEMENT

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

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

The Parties agree that the District shall provide the President of the Association the following information for each bargaining unit member bi-annually:

Employee name, date of hire, position, work location, classification, salary schedule step, full or part time status, number of annually paid hours, wage rate, home mailing address (including street, city/town, state and zip code), home phone, stipends and work e-mail address.

The information will be received electronically in EXCEL format on or before September 15th and again on or before January 15th of each year.

Furthermore, the parties agree that during negotiation years that the information provided shall include information pertaining to individual bargaining unit employees elected insurance plans (e.g. Single, 2p, Family), the total cost of each plan and the total amount each employee is responsible for monthly and annually for the plan elected.

The Association agrees that the District will be held harmless for providing the information outlined above.

SECTION #4

LABOR/MANAGEMENT MEETING

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

SECTION #5

CONTRACTING OUT

The District agrees that work or services presently performed shall not be subcontracted, transferred, leased, assigned, or conveyed, whole or in part, to any other agency, person, private contractor, or non-unit employee where such work or services can be performed by present employees.

SECTION #6 INITIATION OF NEGOTIATIONS

It is the intent of the parties to comply with State Law as regards to the initiation of negotiations. The parties shall set the first session on a mutually agreed date.

SECTION #7 DUES DEDUCTION

Upon presentation of a signed authorization form by the employee to the payroll office, the District agrees to deduct the official dues of said Portsmouth Association of Clerical Employees PACE/NEA/NH from the wages of each clerical employee and pay the total amount of dues collected to the Treasurer of the Local PACE/NEA/NH bi-weekly, along with a statement indicating who has paid dues.

The PACE/NEA/NH will keep the District informed of any changes which occur in employee dues rates annually, and will provide the district with the correct names of the Treasurer and Building Representatives of PACE/NEA/NH.

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

Maintenance of membership requires that any PACE employee who wishes to withdraw from membership in the PACE/NEA/NH Association shall stipulate in writing to the PACE President and Treasurer in those ten (10) days immediately prior to the anniversary date of the employee's original authorization for dues withholding. Upon receiving notice that an employee wishes to withdraw as outlined herein, the Association will contact payroll to notify them to cease dues deduction for said employee immediately. If, however, an employee should notify the District directly that they wish to cease dues deductions, the District will immediately notify the PACE President and Treasurer via email that such a request has been made and that dues deductions will be ceased.

SECTION #8

PROBATION

Whenever the District rehires a person previously employed in this bargaining unit following a break of employment of one (1) year or more (except for the reasons listed in Section 18), these employees shall serve a probationary period. This period will be no less than ninety (90) consecutive days, but this number may be extended up to a maximum of one hundred eighty (180) consecutive days, when the additional time is needed to evaluate the employee.

Whenever the District hires a new employee, the probationary period will be no less than ninety (90) consecutive days but may be extended up to a maximum of one-hundred eighty (180) consecutive days, when additional time is needed to evaluate the employee.

If an extension of the probationary period is to be made, it must be requested by the immediate supervisor/building principal to the Personnel Office. During the probationary period the employee shall be granted full coverage of the following benefits to which they are entitled, immediately from their date of hire, carrier permitting.

- *Health Insurance
- *Dental Insurance
- Sick Days
- Holidays
- Bereavement Leave
- *Long-Term Disability
- *Life Insurance

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

Vacation, personal days (in accordance with sections 11 and 18.5) and all other contract provisions and benefits shall be granted to the employee upon completion of the probationary period.

Employees shall have no seniority rights during this period. All employees who have worked the probationary period shall be known as permanent employees, and the probationary period shall be considered part of the seniority time, which will be credited to the employee upon completion of probation.

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

SECTION #9

CATEGORIES

Permanent employee: An employee who has completed the probationary period or any former employee who has been rehired and completed the probationary period.

Newly hired employee: An employee who has completed no less than ninety (90) consecutive days of probation. This period may be extended to a maximum of one hundred eighty (180) consecutive days.-

<p>CATEGORY A: 230 DAYS OR MORE (1725 HOURS OR MORE)</p>	<p>An employee who works 5 days per week and at least 7.5 hours daily</p> <p>Entitled to all benefits, including full vacation and sick leave benefits, health insurance, dental insurance, life insurance, long term disability, bereavement leave and personal days in accordance with section 18.5</p>
<p>CATEGORY B MINIMUM 201 DAYS TO A MAXIMUM OF 229 DAYS (1500-1717.5 HOURS)</p>	<p>An employee who works 5 days per week and at least 7.5 hours daily</p> <p>Entitled to **prorated vacation and sick leave. **Vacation and sick time will be prorated with 1950 proration factor based on total hours paid.</p> <p>Health insurance, life insurance, dental insurance, long term disability, bereavement leave and personal days in accordance with section 18.5</p>
<p>CATEGORY C LESS THAN 200 Days (899 TO 1500 HOURS)</p>	<p>An employee who works at least 899 hours but less than 1500 hours.</p> <p>Entitled to **prorated vacation and sick leave. **Vacation and sick time will be prorated with 1950 proration factor based on total hours paid.</p> <p>Health insurance, life insurance, dental insurance, long term disability, bereavement leave and personal days in accordance with section 18.5</p> <p>Vacation Schedule 1-5 years – 5 days Beginning of 6th year – 6 days Beginning of 11th year – 8 days Beginning of 13th year – 10 days</p> <p>Vacation days for Category C cannot be accrued.</p>
<p>CATEGORY D LESS THAN 899 HOURS</p>	<p>Employees working less than 30 hours per week will not receive benefits.</p>

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

SECTION #10

HOLIDAYS

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

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

The following shall be designated as holidays for Category C employees:

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

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

If an employee works on a holiday included in their Notice of Intent to Employ, they will be entitled to time and a half for the hours worked in addition to the straight pay received for that day via their prorated annual salary.

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

All paid holiday hours shall be included in the prorated calculation of vacation and sick leave.

SECTION #11

VACATION

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

First three months: None

After three months and up to 1 year: Prorated @.8333 days per month or 6.24 hours per month

At the beginning of:	2 nd year	10 working days or 75 hours
	3 rd year	10 working days or 75 hours
	4 th year	10 working days or 75 hours
	5 th year	10 working days or 75 hours
At the beginning of:	6 th year	15 working days or 112.5 hours
	7 th year	15 working days or 112.5 hours
	8 th year	15 working days or 112.5 hours
	9 th year	15 working days or 112.5 hours
	10 th year	15 working days or 112.5 hours
At the beginning of:	11 th year	20 working days or 150 hours
	12 th year	20 working days or 150 hours
	13 th year	20 working days or 150 hours
	14 th year	20 working days or 150 hours
	15 th year	20 working days or 150 hours
At the beginning of:	16 th year	21 working days or 157.5 hours
	17 th year	22 working days or 165 hours
	18 th year	23 working days or 172.5 hours
	19 th year	24 working days or 180 hours
	20 th year	25 working days or 187.5 hours
	21 st year	26 working days or 195 hours
	22 nd year	27 working days or 202.5 hours
	23 rd year	28 working days or 210 hours
	24 th year	29 working days or 217.5 hours
	25 th year	30 working days or 225 hours

No employee shall be permitted to accrue in excess of one and one half (1 ½) times their annual earned leave (i.e. employees who earn ten (10) days per year shall have no more than fifteen (15) days of vacation to their credit at the end of each fiscal year).

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

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

Category C personnel will receive vacation days in accordance with Section 9, Vacation Schedule, to be arranged between the employee and their supervisor with regard to agreement of their request. These will be non-cumulative.

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

SECTION #12

WORKERS' COMPENSATION

Workers' Compensation benefits will be provided as specified in the New Hampshire statutes. In cases where an employee is on total disability, the District will automatically pay to the employee the difference between Workers' Compensation benefits and the employee's home pay.

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

SECTION #13

PROMOTIONS AND TRANSFERS

The District reserves the right and shall have the right to make promotions and transfers primarily based on ability and performance of duty but shall be governed by seniority when equal qualifications are present.

All employees who are successful candidates for a vacancy or new job will be given a probationary period of 90 days consecutive dates, which may be extended up to a minimum of 180 consecutive days when additional time is necessary to evaluate employee. The Association President shall be notified in writing whenever a probationary period under this section is extended.

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

Job postings shall include job title, category, location, range of pay, number of hours per day, hours per week, days per year, date of beginning work and permanent or temporary. All job postings shall include

the date of posting. Job specifications will be provided to the candidates upon request and sent to the Association President along with the posting.

SECTION #14

EVALUATIONS

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

A conference between the immediate supervisor and or/building administrator and the employee will be held to discuss the evaluation. A copy of the evaluation shall be given to the employee at least two days prior to the conference. As a result of the conference, modification may be made in the written documentation prior to its placement in the employees file.

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

SECTION #15

HIRING PROCEDURES

Credit will be given for job-related experience as determined by a review of resume by the Superintendent or design when hiring new employees to the system. Salary consideration will be commensurate with experience and ability. New hires may not be hired beyond Step 4 of the wage scale.

SECTION #16

DISCIPLINARY PROCEDURES

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

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

Disciplinary action shall normally follow this order:

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

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

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

SECTION #17

SENIORITY

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

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

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

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

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

Duty with the Armed Forces.

Reduction in Force.

SECTION #18

LEAVES

18.1 Extended Leaves of Absence

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

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

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

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

18.2 Bereavement Days

Funeral leave will be granted as follows:

Not to exceed three (3) days

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

Not to exceed five (5) days

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

Not to exceed seven (7) days

1. Spouse
2. Child

Extensions may be granted by application to the Superintendent.

Bereavement leave may be granted if approved by the Superintendent for the death of a close friend. The superintendent shall have the discretion to set the number of days allowed based on the circumstances.

18.3 Civil Leave

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

Application for leave will be made in advance and submitted with a copy of the subpoena.

Employees covered under this agreement shall provide written confirmation to payroll of any monies received so that the District may reduce the employee's wages by the amount received, not including the money received for meals and travel.

18.4 Parental Leave

Any person covered under this agreement shall be granted available sick leave for the purpose of adopting or giving birth to a child. The duration of continuous working days of sick leave may be six (6) weeks, or longer when determined medically necessary by a doctor, within the first year of the child's arrival.

A leave of absence shall be granted to a permanent, full-time employee, who has been employed for at least one (1) year before said application. Such leave will commence at the time recommended by the

employee's standing physician and/or initial placement of the child occurs. Such leave shall not exceed the conclusion of the school year during which the request is made. Employees shall be entitled to use six (6) weeks of paid sick leave, or longer when determined medically necessary by a doctor. While on such leave, insurance benefits as contractually agreed to shall be continued for such leave beyond the period in which the employee is utilizing paid sick leave if the employee is approved on FMLA. If the employee is out of work for such leave beyond their sick leave utilization and is no longer covered by FMLA, then the employee may keep health insurance benefits in force under the present carrier while on leave by paying the total premium costs for maintaining insurance to the School District, on a schedule suggested by the Business Administrator, or, if the carrier requires, through COBRA, with the School District agreeing to pay the COBRA administrative fee. If the district should employ both parents within the school district, it is understood that the total time for both employees collectively cannot exceed one (1) year period of leave set forth in this article. If an employee who has been granted leave of absence in accordance with this provision shall fail to return to work upon expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated their employment. Leave for an additional school year shall be granted at the sole discretion of the School District. To be considered for such leave, there must be a written request to the Superintendent. This request must be submitted to the Superintendent no later than March 1st of the preceding year. In no case will an employee be granted an extended leave that permits absence for more than two (2) school years. Reemployment after the leave will begin at the start of the school year following the expiration of the leave. All benefits to which the employee was entitled at the time their leave of absence commenced including unused accumulate sick leave, shall be restored to them upon their return. Upon return, the Superintendent will assign the teacher/employee to their former position or an appropriate certified alternate position.

18.5 Personal Leave

Employees may receive two (2) days personal leave for business which cannot be transacted any other time. Whenever possible, a twenty-four (24) hour notice shall be given. No employee shall take a personal day preceding or subsequent to any vacation period or school holiday or an election day unless upon approval from the Superintendent of Schools. Employees with five (5) years of service will receive an additional noncumulative personal day for a total of three (3) personal days per year.

Employees will be allowed to roll any unused personal days into sick time annually.

18.6 Sick Leave

Fifteen (15) Sick days will be prorated as applicable and will be credited to an employee's record at the beginning of the employment year and may be accumulated to two hundred fifty (250) days. Employees hired after July 1, 1990 may accumulate sick leave only to one hundred fifty (150) days.

Sick leave shall be used for self or, when imperative, to care for an immediate member of the employee's family. 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 District will consider circumstances that might warrant extension of full or partial sick pay.

A Doctor's note is required for every five (5) consecutive days absent.

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

payment for sick leave upon death, retirement or termination.

18.7 Sick Day Conversion

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

SECTION #19

MEETING LEAVE ALLOWANCE

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

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

SECTION #20

HOURS OF WORK

The normal work week will consist of five (5) consecutive days, Monday through Friday. Employees normally work a seven and one-half (7 1/2) hour day.

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

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

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

SECTION #21

TRAVEL

Business Trips

Employees requested by their immediate supervisor to make a local trip on behalf of the District on school business will be paid the IRS rate for mileage reimbursement.

SECTION #22

RETIREMENT

The District shall enroll PACE employees in the New Hampshire Retirement System in accordance with the provisions of RSA 100-A.

SECTION #23

BULLETIN BOARDS

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

SECTION #24

WORK REDUCTIONS OR LAYOFFS

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

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

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

SECTION #25

STABILITY OF AGREEMENT

Should any article, section or portion thereof, of this Agreement be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision.

Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

SECTION #26

OVERTIME

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

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

Vacation time shall be included in the calculation of hours worked for purposes of determining overtime.

Sick time and Personal time shall not be included in the calculation of hours worked for the purposes of determining overtime.

SECTION #27

CALL-IN TIME

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

SECTION #28

SAFETY

The District shall make regulations to ensure the safety and health of its employees during their working hours of employment. Representatives of the District and the Association may meet once per quarter at the request of either party to discuss such regulations. The NEA/NH Association agrees that its members who are employees of the District will comply with the District's rules and regulations relating to safety, economy, and efficiency of services to the District and to the public.

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

SECTION #29

GRIEVANCE

A grievance for the purpose of this Agreement is a complaint against the employer by an employee(s)

or the NEA/NH Association with respect to the meaning and/or application of a provision(s) of this Agreement.

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

A grievance must be filed within fifteen (15) working days of its occurrence or within fifteen 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 their immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. A NEA/NH Association representative may be present if requested. A decision shall be rendered to the aggrieved in five (5) working days. This decision shall be in writing.

STEP II

An unfavorable decision by the immediate supervisor may be appealed in writing to the Business Administrator within five (5) working days, and they have five (5) working days to render their decision in writing.

STEP III

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

STEP IV

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

Should the decision of the District be unsatisfactory, any dispute, claim, or grievance arising out of or relating to the interpretation or the application of this Agreement may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the Arbitrator's award as final and binding upon them. The cost of said arbitration will be borne equally by both parties regardless of the outcome. All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked,

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

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

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

SECTION #30

BONDING OF EMPLOYEES

The District will provide that those employees whose duties include responsibility for the handling of monies will be bonded and that those employees will be rendered safe from prosecution if those monies are destroyed, stolen, damaged, or lost through no fault or negligence of the employee in charge.

SECTION #31

HEALTH INSURANCE

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

Starting on July 1, 2019, the District will offer full-time employees only the Yellow Open Access Plan issued by Cigna Insurance under its School Care Plan of the New Hampshire School Health Care Coalition.

Beginning on 7/1/2019 the employee's premium cost share for the Yellow Open Access plan (single, 2-person or family option) will be 5% of the total premium. The District's premium cost share will be 95% of the total premium.

Beginning on 7/1/2020, the employee's premium cost share for the Yellow Open Access Plan (single, 2-person or family option) will be 6% and the employers cost will be 94% of the total premium.

Beginning on 7/1/2021, the employee's premium cost share for the Yellow Open Access plan (single, 2-person or family option) will be 7% and the employers cost will be 93% of the total premium.

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

SECTION #32

DENTAL

The District agrees to provide CIGNA Dental or an equivalent plan and pay one hundred percent (100%) of the premium cost for single, two person, or family plan for all eligible employees.

SECTION #33

LIABILITY INSURANCE

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 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.

SECTION #34

LIFE INSURANCE

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

SECTION #35

LONG TERM DISABILITY

The District will purchase income protection insurance for each employee to begin on the 91st day of disability in an amount equal to 66 2/3% up to \$2,000 of the monthly salary of the employee at the date of disability. Said insurance shall run until age sixty-five (65) and shall be coordinated with Social Security benefits. An employee's long-term disability insurance shall start on the first day of the month following their date of hire. If permitted by the applicable insuring agreement, an employee may supplement LTD payments with available leave time for a period of up to twenty-four (24) months.

SECTION #36

UNEMPLOYMENT COMPENSATION

All unit employees shall be covered by the State of New Hampshire Unemployment Compensation Act, as provided in Chapter 348, and all amendments thereafter.

SECTION #37

COPY EQUIPMENT

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

SECTION #38

LIMITATIONS

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

SECTION #39

SUBSTITUTE CALLING/CELL PHONE USAGE

The District will compensate those PACE employees who phone for substitute personnel for a full school year an additional \$100 per school year for their cell phone minutes/usage.

SECTION #40

HIGHER RATE ASSIGNMENT

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

SECTION #41

JOB BIDDING

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

SECTION #42

A. EDUCATIONAL INCENTIVE REIMBURSEMENT

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

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

Not more than five hundred dollars (\$500.00) will be paid to any employee in any fiscal year for course reimbursement unless by May 30th there are unused monies remaining in this fund. In that event, employees who have taken courses in excess of the original five hundred dollars (\$500.00) allotment may submit their receipt for payment of a second reimbursement. This will be awarded on a first- come first-serve basis. This second reimbursement will not exceed a five hundred-dollar (\$500.00) payment.

B. EDUCATIONAL CONFERENCES

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

SECTION #43

LONGEVITY

Longevity will be based on the number of contract years completed. Longevity for eligible employees is considered part of their wages and shall be incorporated within the wages paid out in the employee's regular paycheck.

Effective July 1, 2022, fifty dollars (\$50.00) will be added to existing amounts and the rolling COLA (annual rolling 10- year average CPI-U between 3% and 5%) will be applied on top of the new amount.

Effective July 1, 2023, rolling COLA (annual rolling 10-year CPI-U between 3% and 5%) will be applied to existing amounts.

	2202 -2023
Five (5) years	\$ 814
Six (6) years	\$ 849
Seven (7) years	\$ 883
Eight (8) years	\$ 917
Nine (9) years	\$ 952
Ten (10) years	\$ 984
Eleven (11) years	\$1035
Twelve (12) years	\$1070
Thirteen (13) years	\$1105
Fourteen (14) years	\$1137
Fifteen (15) years	\$1172
Sixteen (16) years	\$1206
Seventeen (17) years	\$1240
Eighteen (18) years	\$1274
Nineteen (19) years	\$1307
Twenty (20) years	\$1342
Twenty-one (21) years	\$1376
Twenty-two (22) years	\$1410
Twenty-three (23) years	\$1444
Twenty-four (24) years	\$1479
Twenty-five (25) years	\$1512
Twenty-six (26) years	\$1546
Twenty-seven (27) years	\$1580
Twenty-eight (28) years	\$1614
Twenty-nine (29) years	\$1648
Thirty (30) years	\$1683

SECTION #44

HOURLY RATE SCALE

Effective July 1, 2022, all eligible employees shall receive a step increase.

Effective on July 1, 2022, the CLERICAL BASE RATE SCALES will be changed to the following:–

- Drop lowest step and add step
- Ensure flat 3% between all steps
- Apply 6.05% to the entire scale
- All employees eligible to take a step
- RETRO TO 07/01/2022

Effective July 1, 2023

- Rolling Cola applied to scale
- Rolling Cola 3% floor and 5% ceiling
- All eligible employees take a step

**EMPLOYEE BASE RATE SCALES
2022-2023**

CATEGORY A

STEP 1	26.99
STEP 2	27.80
STEP 3	28.63
STEP 4	29.49
STEP 5	30.37
STEP 6	31.28

CATEGORY B, C, D

STEP 1	24.03
STEP 2	24.75
STEP 3	25.49
STEP 4	26.25
STEP 5	27.04
STEP 6	27.85

The base rate scale reflects the COLA for the 2022-2023 school year.

Effective on July 1, 2022 employees will advance to the next highest step in their Category, except that in order to advance to Step 6, an employee must have first completed at least 3 years of employment with the District.

Effective July 1, 2023 a COLA (Cost of Living Adjustment) percentage increase shall be computed which shall not be less than three percent (3%) nor more than five percent (5%).

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

Thus, if the ten (10)-year rolling average of the CPI-U for the Boston-Cambridge-Newton-MA-NH prior calendar year (November through November) is 1.5%, the applicable COLA adjustment would be 2%; if it is 3.5%, the applicable COLA adjustment would be 3.5%; if it is 5.5%, the applicable COLA adjustment would be 5.0%.

Applicability After Contract Expires: It is clearly understood that in the event that the two (2) year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2024 that no further COLA adjustments after July 1, 2023 will be generated under the Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that the continuation of COLA adjustments is 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, 2024.

POSTION TITLES

Accounting Assistant/Accounts Payable
Accounting Assistant
Administrative Assistant/Assistant Superintendent
Administrative Assistant/Athletic Department
Administrative Assistant to the Business Administrator
Administrative Assistant/Director of Pupil Support and Instruction
Administrative Assistant/Elementary Principals (3)
Administrative Assistant/PHS Assistant Principals (2)
Administrative Assistant/PHS Guidance
Administrative Assistant/PHS Principal
Administrative Assistant/PHS Student Services
Administrative Assistant/PHS Tech Career
Administrative Assistant/PMS Guidance
Administrative Assistant/PMS Principals (2)
Administrative Assistant/RJLA
Business Office/PHS
Receptionist PHS
Registrar PHS

SECTION #45

COPIES OF AGREEMENT

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

SECTION #46

DURATION

This Agreement shall be effective as of July 1, 2022 upon the approval of the cost items by the Portsmouth City Council. This Agreement shall expire on June 30, 2024.

No cost item in this Agreement will have retroactive effect unless it is specifically noted in the Agreement, and the retroactive cost of such provision is specifically approved by the City Council.

The parties have agreed the cost items in the 2022-2024 contract shall be retroactive to July 1, 2022 once approved by Portsmouth City Council.

Persons not employed in the bargaining unit on the date the City Council approves the cost items will not be eligible for any retroactive payments or benefits.

SECTION #47

PAYCHECKS

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

SECTION #48

INTENT TO EMPLOY

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

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

SECTION #49

NON-DISCRIMINATION POLICY

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's Ordinance Harassment/Discrimination Policy ([Harassment City of Portsmouth.com](http://HarassmentCityofPortsmouth.com)), 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 on behalf of the Association in accordance with the provisions of RSA 273-A.

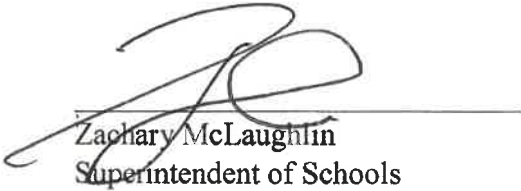
SIGNATURES

Signed this 10 day of November 2022.

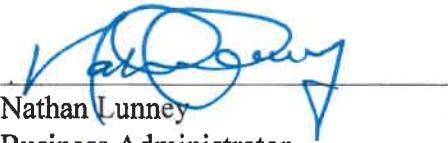
PORTSMOUTH SCHOOL BOARD



Nancy Clayburgh
Chair, Portsmouth School Board



Zachary McLaughlin
Superintendent of Schools

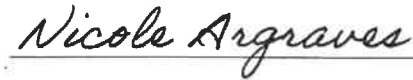


Nathan Lunney
Business Administrator




Tom Closson
City Negotiator

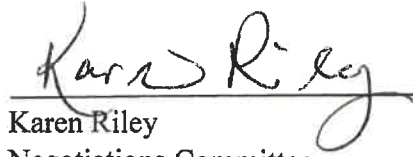
**PORTSMOUTH ASSOCIATION
OF CLERICALS IN EDUCATION**



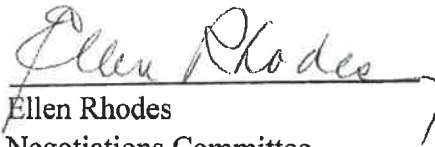
Nicole Argraves
NEA/Staff Representative



Karen Conway
President, PACE



Karen Riley
Negotiations Committee



Ellen Rhodes
Negotiations Committee

Approved by the Portsmouth City Council Monday, October 24th, 2022