

**WORKING AGREEMENT  
BETWEEN**

**PORTSMOUTH SCHOOL BOARD  
PORTSMOUTH, NEW HAMPSHIRE**

**AND**

**LOCAL #1386 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL 93, AFL-CIO  
REPRESENTING  
PORTSMOUTH SCHOOL CUSTODIAL EMPLOYEES AND  
PORTSMOUTH SCHOOL NON-SUPERVISORY CAFETERIA EMPLOYEES**

**JULY 1, 2025 – JUNE 30, 2028**

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# **WORKING AGREEMENT**

By this Working Agreement ("Agreement"), the Portsmouth School Board of Portsmouth, New Hampshire ("Board") and Local #1386 of the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO ("Union"), hereby agree as follows.

## **GENERAL PROVISIONS GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES**

### **1. Recognition Of The Union**

The Board hereby recognizes the Union as the sole and exclusive representative of the bargaining units consisting of those school custodial positions ("School Custodian Bargaining Unit") and those non-supervisory cafeteria positions ("School Cafeteria Bargaining Unit") employed by the Portsmouth School District ("District") and identified in the Certifications on file at the New Hampshire Public Employee Labor Relations Board ("NH PELRB"). Consistent with the requirements of NH RSA 273-A, for those positions included in these two (2) bargaining units, the Board agrees to work solely and exclusively with the Union to negotiate working conditions and to address grievances.

### **2. Prohibition On Bargaining With Individual Employees**

The Board will not bargain with an individual employee on any matters pertaining to working conditions, in accordance with the provisions of NH RSA 273-A. The Union likewise agrees that none of its members will individually bargain with the Board on any matters pertaining to working conditions, in accordance with the provisions of NH RSA 273-A.

### **3. Management Rights**

The Board retains exclusive control of its operation of the District. Except as specifically and expressly limited by the provisions of this Agreement, nothing will be deemed to limit the Board in the exercise of the regular and customary functions of management, including but not limited to the direction of the working force and the establishment of methods of operation.

### **4. Union Rights**

The Union will retain the right to present and process grievances necessary to enforce the terms of this Agreement, in accordance with the provisions of NH RSA 273.

### **5. Job Descriptions**

The Board will have exclusive control of writing job descriptions. Changes in existing job descriptions must be agreed to by both the Board and the Union prior to implementation.

### **6. Dues Deductions**

Upon the presentation of a signed authorization card by an employee to the Superintendent or their designee, the Board will deduct official dues of the Union from the employee's wages and pay the total amount of dues collected to AFSCME Council 93, 8 Beacon Street, Boston, Massachusetts 02108. Payment will be made monthly, with a statement indicating who has paid dues. If an employee has no wages coming to them, or if their wages are not enough to satisfy the dues, then no deduction will be made. In no case will the Board attempt to collect fines or

assessments for the Union beyond regular dues. The Union will keep the Board informed of the correct name and address of the Treasurer and Stewards of Local #1386.

**7. Probationary Period**

Whenever the Board hires a new employee into a bargaining unit position, the employee will serve a probationary period. This probationary period will be no less than ninety (90) calendar days, but may be extended up to one hundred and eighty (180) calendar days for positions in the School Custodian Bargaining Unit and one hundred and thirty-five (135) calendar days for positions in the School Cafeteria Bargaining Unit. Extension of the probationary period may be made by the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable. During the probationary period, an employee will be granted full coverage of the following benefits from their date of hire, subject to insurance carrier waiting periods or limitations:

- Health Insurance
- Dental Insurance
- Holidays
- Bereavement Leave
- Personal Days

Whenever an employee leaves employment with the District for any reason and is subsequently re-employed by the District more than two (2) years later, the District reserves the right to require the re-hired employee to serve an additional probationary period. Probationary employees are employees at will who may have their employment terminated with or without either notice or cause. Probationary employees are not covered by the grievance procedures contained in this Agreement.

**8. Management-Labor Meetings**

Representatives of the Union will be allowed to meet with representatives of the Board whenever necessary to carry out the contents and purpose of this Agreement and will suffer no loss in pay or benefits in attending such meetings.

**9. Consultation**

In the interest of fostering ongoing communication, representatives of the Union will meet with the Superintendent or their designee when requested, but not to exceed once a month, to discuss matters of concern of both the Union and the District.

**10. Collective Bargaining Procedure**

Any party desiring to bargain a successor collective bargaining agreement will serve written notice of its intention on the other party at least one hundred twenty (120) days prior to January 1, 2028. Once this written notice is received, the parties will begin negotiations no later than the third week of January 2028 to reach a successor agreement on salaries, fringe benefits, and other terms and conditions of employment.

**11. Bulletin Boards**

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

**12. Use Of School Buildings**

The Board agrees that the bargaining units, with sufficient prior notice and during reasonable hours, will be granted permission to use a designated room in a school building to conduct general meetings.

**13. Use Of Copy Equipment**

The Board agrees to allow the reasonable use of its copying equipment to members of the bargaining units to provide notices and information to their members. This work will be performed with prior approval by the applicable building administrator and at a time designated by that administrator, and the materials are to be supplied by the Union. Copies of all notices will be sent to the Principal of the building where such notices are copied.

**14. Leave Of Absence For Union Unit Vice-President**

When an employee is elected Vice-President of the Union and has to do work which involves being away from their regular work with the District, that employee will, 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, subject to approval by the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable.

**15. Leave Of Absence For Union 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 will be allowed a leave of absence with no loss of pay not to exceed one (1) workday per year, if requested in writing no less than fifteen (15) days in advance. This leave of absence will be granted to only one (1) employee per bargaining unit to attend the above-mentioned conference.

**16. Non-Contracting Service Clause**

The Board agrees that during the term of this Agreement, work or services presently performed by the positions in the bargaining units will not be subcontracted, transferred, leased, assigned, or conveyed, in 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.

**17. No Strike Clause**

There will be no strikes of any kind, stoppages of work, slowdowns or any kind of interference with or interruptions of the operation of the District by the Union or its members. There will be no lockout, partial or total, by the Board, consistent with the provisions of NH RSA 273-A:3.

**18. Stability Of Agreement**

Should any article, section, or portion of this Agreement be held in violation of a State or Federal 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.

## **WAGES, LONGEVITY STIPENDS, AND DIFFERENTIALS**

### **19. Initial Wage Schedules**

Effective July 1, 2025, employees will be paid in accordance with the wage schedules attached as Appendix I. The Board reserves the right to place new hires at the wage step level commensurate with their relevant experience. If, at any time, the lowest step on any wage schedule falls below the Federal Minimum Wage, the parties will reopen the Agreement for the sole purpose of negotiating a new lowest step.

### **20. Annual COLA Percentage Increases**

On July 1, 2026, and July 1, 2027, a COLA percentage increase will be computed and applied to wages. This COLA percentage increase will not be less than 2.0% nor more than 5.0%. The COLA percentage increase will be determined by the ten-year rolling average of the CPI-U for the Boston-Cambridge-Newton—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%.

### **21. Applicability After Agreement Expires**

It is clearly understood that if the Agreement expires without a successor agreement being settled prior to July 1, 2028, that no further COLA percentage increase after July 1, 2027 will be generated under the Agreement even if the Agreement has an evergreen clause. It is further agreed that continuation of COLA percentage increases will not be deemed “status quo” if a successor agreement has not been settled by July 1, 2028.

### **22. Longevity Stipends**

Effective July 1, 2025, Longevity Stipends will be paid in accordance with the schedules attached as Appendix II. Longevity Stipends will increase on July 1, 2026 and July 1, 2027 by the 10-year rolling COLA percentage increase as described in Article 20 above.

### **23. Shift Differential**

A shift differential of eighty cents (\$.80) per hour will be paid to all members of the School Custodian Bargaining Unit whose work schedule is at least six (6) hours after 3:00 p.m. on any workday.

### **24. Higher Rate Assignment**

Any member of the School Custodian Bargaining Unit who performs duties paying a higher rate will be paid at the higher rate while performing such duties. Any member of the School

Custodian Bargaining Unit designated in writing to fill in for a supervisor for a consecutive period of two (2) weeks or more will receive the supervisor's wage rate.

Any member of the School Cafeteria Bargaining Unit who works in a higher classification for three (3) or more consecutive days will be compensated at the same step in the higher classification.

At no time will an employee be paid at a lower rate than that for which the employee is classified.

## INSURANCE

### **25. Health Insurance**

The Board will provide health insurance for individual, two-person, or family coverage for all full-time employees. The health insurance will be SchoolCare's Yellow Plan with ChoiceFund. The Board reserves the right to change plans if SchoolCare no longer provides coverage.

For members of the School Custodian Bargaining Unit: effective July 1, 2026, the Board will pay 90% of the premium and the employee will pay 10% of the premium and effective July 1, 2027, the Board will pay 89% of the premium and the employee will pay 11% of the premium.

For members of the School Cafeteria Bargaining Unit: effective July 1, 2026, the Board will pay 92% of the premium and the employee will pay 8% of the premium and effective July 1, 2027, the Board will pay 91% of the premium and the employee will pay 9% of the premium.

Given current volatility in the health insurance industry, the parties recognize and agree that to continue to provide insurance coverage, the Board may need to change health insurance plans and/or carriers during the term of this Agreement. If such change occurs, the Board will bargain in good faith with the Union to provide comparable insurance coverage. The parties further recognize and agree that the Board provides insurance coverage subject to all contractual limitations and exclusions imposed by the carrier, including any contractual right of the carrier to modify coverage (such as prescription benefit coverage) during the term of this Agreement.

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during this Agreement – such plan would only become effective if ratified by the Union, approved by the Board and approved by the Portsmouth 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.

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

The 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.

### **26. Health Insurance Upon Retirement**

Upon notification by an eligible employee of their retirement, the District will inform the employee of their rights under law regarding health/dental insurance coverage after retirement.

**27. Long Term Disability Insurance**

The Board will purchase income protection insurance in case of disability for each employee to begin on the ninety first (91st) 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. The Union understands and agrees that this insurance is being provided subject to all contractual limitations and exclusions imposed on either the District or the subscriber by the insurance carrier, including any contractual right of the carrier to modify coverage during the term of this Agreement.

**28. Life Insurance**

The Board agree to pay one hundred percent (100%) of the premium cost for term life insurance for all employees, with a benefit equal to twice the employee's annual income with the District. Employees age seventy (70) and over will have this benefit reduced according to the applicable insuring agreement. The Union understands and agrees that this insurance is being provided subject to all contractual limitations and exclusions imposed on either the District or the subscriber by the insurance carrier, including any contractual right of the carrier to modify coverage during the term of this Agreement.

**29. Dental Insurance**

The Board agrees to pay one hundred percent (100%) of the premium cost for single, two-person, or family plan dental coverage in accordance with the dental plan listed on the City of Portsmouth/Portsmouth School District Human Resources website or a comparable plan. The Union understands and agrees that this insurance is being provided subject to all contractual limitations and exclusions imposed on either the District or the subscriber by the insurance carrier, including any contractual right of the carrier to modify coverage during the term of this Agreement.

**30. Save Harmless From Liability**

The Board will save employees harmless 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 with the District. The above will 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 District may appeal such decision through the grievance procedure. Should said appeal find in favor of the employee, the District will 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.

**31. Bonding Of Employees**

The Board will provide necessary and appropriate bonding for employees whose duties include responsibility for handling money, and as a result, such employees will be safe from prosecution if District money is destroyed, stolen, damaged or lost through no fault or negligence of the employee.

**32. Unemployment Compensation**

All employees will be covered by the applicable provisions of the State of New Hampshire's Unemployment Compensation Act.

**33. Worker's Compensation And Supplemental Pay**

Worker's compensation benefits will be provided as specified in the applicable New Hampshire Statutes. In cases where an employee is on total disability leave due to a worker's compensation injury, the Board will pay supplemental pay to the employee representing the difference between the worker's compensation benefit received by the employee and the employee's take-home pay. An employee's accumulated earned time/disability leave time or sick leave, as applicable, will be used to pay this supplemental pay to the employee. In no event will the duration of supplemental pay provided under this provision exceed fifty-two (52) weeks.

**LEAVE AND OTHER BENEFITS**

**34. Earned Time**

Earned time is available for members of the School Custodian Bargaining Unit only. Earned time provides, as equitably as possible, paid time off, to be used at the employee's discretion, while protecting an allotment of time for disability, hospitalization, or injury. Earned time is a combination of vacation and personal absence days. A separate account per year is accumulated for disability time [six (6) days per year].

Accrual of earned time will be in accordance with the accrual charts below, depending on the employee's date of hire. Length of service on the accrual charts 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 (6) years of service for earned time purposes on July 1, 2004. District seniority within the building will be the determining factor in the use of earned time in the event of a conflict. Earned time pay will be based on an employee's regular rate of pay using the following schedule.

<u>Years Of Service</u>	<u>Earned Time Days</u>	<u>Disability Bank Days</u>	<u>Total Days</u>
End of probation to 1 year	12	6	18
1 year – 5 years	17	6	23
6 years – 10 years	22	6	28
11 years – 15 years	27	6	33
16 years – 24 years	32	6	38
25 years+	37	6	44

Employees Hired After December 22, 2014

<u>Years Of Service</u>	<u>Earned Time Days</u>	<u>Disability Bank Days</u>	<u>Total Days</u>
End of probation to 1 year	11	6	17
1 year – 5 years	16	6	22
6 years – 10 years	21	6	27
11 years – 15 years	26	6	32
16 years+	31	6	37

All absences from regularly scheduled work will be charged to an employee's earned time, with the following exceptions:

- Administrative leave
- Unpaid leaves of absence
- After absence due to personal illness/injury for more than three (3) consecutive working days an employee may use their Disability Bank, if available.
- Bereavement leave
- Military leave
- Worker's compensation leave
- Disciplinary suspension

Applicable request forms will be completed, signed by the employee's immediate supervisor and approved by the Director of Buildings & Grounds/Maintenance prior to the use of earned time, whenever possible. Submitted requests for time off shall be answered within ten (10) days of submission.

Employees may use earned time once they have successfully completed their probationary period.

Accumulated earned time may be used for personal illness or accident, immediate family illness or accident, or compelling personal reasons.

All earned time payments are computed at the employee's current base rate.

Employees are responsible for the earned time balance reflected on their pay stubs. Any errors should be reported immediately.

At separation, any unused earned time days will be cashed out at full value.

All paid earned time taken shall not be counted as hours worked when computing overtime.

Disability bank hours are to be used for extended illness, injury, disability related to pregnancy, or hospitalization only. Use of the disability bank commences with the 4<sup>th</sup> consecutive day of absence from work due to illness or injury. A physician's report must accompany the request to use disability bank days. Periodic updates from the employee's physician may be required. If an employee is hospitalized or has surgery (this includes day surgery procedures) for something other than a work-related problem, the disability bank may be used starting with the first day of hospitalization. Any disability related to pregnancy will be treated like any other medical condition.

There is an exception to the requirement to use three (3) earned time days before being permitted to access the disability bank when the disability at issue is certified by a physician to be the same disability as the employee previously used three (3) earned time days.

Following a period of absence due to illness/injury, medical documentation supporting the employee's ability to perform the essential functions of the job is required prior to returning to work.

The use of the disability bank for extended illness or injury requires medical documentation and may indicate the need for use of leave under the Family And Medical Leave Act ("FMLA") and the need to contact the Human Resource Department concerning long-term disability.

Employees hired on or after January 1, 1990, will have disability bank accumulation limited to one hundred and fifty (150) days.

Upon the death of an employee while in the employment of the District, the Board will pay to the employee's spouse or next of kin one hundred percent (100%) of the value of their accumulated disability bank. Employees hired after July 1, 1996, will receive no pay-out for accumulated disability bank.

An employee on an approved absence who has used all earned time and disability bank days will be placed on leave without pay. If the illness/injury qualifies for FMLA leave, benefits will continue for the period of the FMLA leave. Employees will not accrue earned time while they are on leave without pay status.

**35. Earned Time Accrual**

Employees will be permitted to accrue up to a maximum of one and one-half (1.5) times their annual earned time accrual amount. The Board agrees to notify each employee, in writing, of their accumulated earned time once a year in the month of July.

**36. Earned Time Use**

Earned time may be taken at any time during the year with sufficient notice to, and subject to the prior approval of, the Director of Buildings & Grounds/Maintenance.

**37. Earned Time Payout At Termination**

Upon termination of employment, the Board will pay an employee for one hundred percent (100%) of their accrued but unused earned time. Upon the death of an employee while in the employment of the Board, the Board will pay to that employee's estate an amount equal to one hundred percent (100%) of the employee's accrued but unused earned time.

**38. Converting Earned Time To Disability Leave Time**

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

**39. Disability Leave Accrual**

Accrual of disability leave time without loss of pay or fringe benefits will be computed at the rate of one-half (.50) day per month, six (6) days per year. For employees hired by the District before January 1, 1990, disability leave time will accrue without limitation. For employees hired by the district on or after January 1, 1990, disability leave time will accrue to a maximum of one hundred

fifty (150) days. Disability leave time will be credited to an employee's record only after it is earned. The Board agrees to notify employees in writing of their accumulated disability leave time once a year in the month of July.

**40. Disability Leave Payout At Termination**

Employees hired by the District before January 1, 1990 - The Board agrees to pay sixty percent (60%) of an employee's accrued but unused disability leave days, calculated at the employee's present per diem rate, to any employee who terminates employment with District, provided the employee has been employed by the District for ten (10) or more years as of the date of termination. Employees discharged for just cause will not be entitled to this benefit. If an employee who is entitled to this benefit dies while still employed by the District, the District will make payment for this benefit to the estate of the employee.

Employees hired by the District on or after January 1, 1990 but prior to July 1, 1996 - The Board agrees to pay sixty percent (60%) of up to one hundred and fifty days (150 days) of an employee's accrued but unused disability leave days, calculated at the employee's present per diem rate, to any employee who terminates employment with District, provided the employee has been employed by the District for ten (10) or more years as of the date of termination. Employees discharged for just cause will not be entitled to this benefit. If an employee who is entitled to this benefit dies while still employed by the District, the District will make payment for this benefit to the estate of the employee.

Employees hired by the District on or after July 1, 1996 – These Employees will not receive any disability leave pay-out upon termination, retirement, layoff, or death.

**41. Disability Leave Payout At RIF**

Should a reduction in force occur, the Board agrees that any employee subject to the reduction in force who was hired prior to July 1, 1996, and who worked at least ten (10) years in the District prior to the reduction in force, will be paid sixty percent (60%) of their accumulated disability days as of the time of the reduction in force, calculated based on their regular hourly rate of pay at the time of the reduction in force. This payment will only be made once the employee has been on the re-call list for two (2) years and has not been offered recall to employment with the District.

**42. Disability Leave And Overtime**

Disability leave time will not be counted as hours worked when computing overtime.

**43. Sick Leave**

Sick leave is available for members of the School Cafeteria Bargaining Unit only.

Sick leave will be accrued at the rate of one (1) day per month to a maximum of ten (10) days per calendar year. For purposes of both the accrual and the use of sick leave, a "day" will be defined based on the number of daily hours referenced in the employee's letter of intent. Sick leave may be used for the employee's own illness. Additionally, in an emergency, up to fifteen (15) days of sick leave per school year may be used by an employee to care for a member of the employee's immediate family (spouse, child, or parent) who is suffering from an illness.

Sick leave will be credited to an employee only after it is earned and it will be reported on an employee's paycheck. An employee may accrue a maximum of one hundred fifteen (115) days of sick leave. All paid sick leave taken will be considered hours worked for purposes of determining overtime.

For employees hired by the District prior to July 1, 1996 only, the Board will pay sixty percent (60%) of the accumulated but unused sick leave to any employee who works for at least ten (10) continuous years in the District and who retires in good standing from the District under the terms of the New Hampshire Retirement System.

#### 44. Holiday Pay

Regular, full-time employees in the School Custodian Bargaining Unit will not be required to work, and will still receive eight (8) hours of pay at their regular rate of pay, for the following 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 Jr. Day**	Columbus Day**
Juneteenth**	

\*\*Provided it is not a regular school day.

Members of the School Cafeteria Bargaining Unit will not be required to work and will still receive their regular rate of pay for their normally scheduled hours (as per their letter of intent) for the following holidays.

- Labor Day
- Two (2) Teacher Workshop Days
- Thanksgiving Day
- Day after Thanksgiving
- Memorial Day
- Christmas Day
- Columbus Day\*\*
- Martin L. King Jr. Day\*\*
- Veterans' Day

\*\*Provided it is not a regular school day.

Holiday pay will be granted only if an employee reports to work on the last regularly scheduled workday prior to the holiday and the first regularly scheduled workday after the holiday, except in the case of sick leave supported by a doctor's note.

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.

Holiday pay will be counted as hours worked when computing overtime.

**45. Holiday Pay While On Leave**

If a holiday occurs while an employee is on paid leave, the employee will be granted an extra day of paid leave. This day may be taken at any time during the year with sufficient notice to and approval by the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable.

**46. Premium Pay For Hours Worked On A Holiday**

All hours worked on any of the holidays identified in Section 44 above will be paid at the rate of time and one-half (1 ½) the employee's regular hourly pay, over and above holiday pay provided in Section 44 above. Holiday pay for hours worked on a holiday will be granted only if the employee reports to work on the last regularly scheduled workday prior to the holiday and the first regularly scheduled workday after the holiday, except in the case of sick leave supported by a doctor's note.

**47. Bereavement Leave**

Paid bereavement leave will be granted to employees as follows:

Up to three (3) days for bereavement related to the death of:

- 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 for bereavement related to the death of:

- Parents
- Sister
- Brother
- Parent-in-laws
- Brother-in-law
- Sister-in-law

Up to seven (7) days for bereavement related to the death of:

- Husband/wife/spouse
- Children

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

**48. Personal Days**

Members of the School Custodians Bargaining Unit will be entitled to five (5) non-accumulating personal days per year.

Members of the School Cafeteria Bargaining Unit will be entitled to three (3) non-accumulating personal days per year.

Personal days are provided for employees to attend to personal business and do not require an explanation of the nature of the personal business. All personal days taken will be counted as hours worked when computing overtime. Whenever possible, twenty-four (24) hours' notice will be given prior to the use of a personal day. Members of the School Cafeteria Bargaining Unit will not take personal days immediately preceding or immediately after any school vacation period, school holiday, or an election day without prior approval.

**49. Bonus Personal Day**

The Board will provide one (1) additional paid personal day to any employee who has used NO DISABILITY LEAVE, SICK LEAVE, OR PERSONAL DAYS during the full school year. Permission to use this additional day is subject to the approval of the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable.

**50. National Guard/Armed Services Leave**

The provisions of the Uniformed Services Employment and Re-employment Rights Act (USERRA) will apply to all eligible bargaining unit members.

**51. 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 time they are unable to report to work. The employee will transmit any monies received from such assignment, other than those paid for personal expenses (e.g., travel) to the Board.

**52. General Unpaid Leave Of Absence**

A leave of absence without pay or benefits may be granted with the written approval of the Superintendent and the Board after an employee has been employed in the District for at least three (3) years.

**53. Unpaid Leave Of Absence For Maternity Or Adoption**

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

Upon application to and approval of the Superintendent, an adoption leave of absence may be granted to permanent employees adopting a minor child. This leave will commence upon custody of the child, or up to two (2) months prior to custody if necessary to fulfill the requirements of adoption.

Upon returning from such leave, the employee will be offered similar, although not necessarily identical employment with the District. All benefits to which an employee was entitled to at the time of the approved leave will be restored upon the employee's return to work.

**54. Family And Medical Leave**

The provisions of the Family And Medical Leave Act of 1993 will apply to all eligible bargaining unit members.

**55. Custodians Clothing Allowance/Shoe Allowance**

Effective July 1 of each year, each full-time employee in the School Custodians Bargaining Unit will receive an annual clothing allowance (excluding boots) of \$325 (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	Short-sleeve shirts
Pants (Carhart)	Shorts
Polo shirts	Rain gear
Jackets	Gloves
Sweatshirts	

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

No later than thirty (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 Board that is no longer being used by the employee. Upon termination each employee must return all uniforms.

The District will provide one hundred dollars (\$100.00) annually for boots/shoes/sneakers provided the requests for reimbursement are submitted to the Business Office by June 1 of each year. The District will have the right to establish the specifications for boots/shoes/sneakers purchased under this section. Every effort will be made to place the uniform order so that it is received by the start of the school year.

**56. Cafeteria Uniforms**

Each member of the School Cafeteria Bargaining Unit will receive an annual stipend to purchase uniform shirts. Full time employees will receive an annual stipend of two hundred and fifty dollars (\$250.00). Part time employees (those working less than 29 hours per week when school is in session) will receive an annual stipend of two hundred dollars (\$200.00). Each member of the School Cafeteria Bargaining Unit will also be provided with a brochure and order form for the purpose of selecting their uniform shirts.

**57. Retirement**

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

**58. Direct Deposit**

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

**59. Mileage**

Employees required or requested to use their personal vehicles in the course of their duty will be reimbursed based on the then-current IRS mileage reimbursement rate. Requests for mileage payments will be submitted to the District's Business Office for review, approval, and payment.

**60. Credit Union**

All employees are entitled to participate in the Lighthouse Federal Credit Union.

**61. Education Incentive**

The Board will pay the cost of any workshop or class that its employees are required to attend. The Board will also pay employees, at their regular hourly rate, for all training required by the Board. When the Board requires its employees to obtain any special certification, the Board will pay the cost of obtaining the special certification.

The Board will reimburse up to one hundred dollars (\$100.00) annually for courses taken by employees on their own time which are related to their jobs with the District. To receive reimbursement, the course must receive prior approval from the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable, and the employee must successfully complete the course. The total budget for this benefit will be capped at one thousand dollars (\$1,000.00) per year.

The District will adopt a cross-training program in each school.

The Board will provide members of the School Cafeteria Bargaining Unit an annual membership in the School Nutrition Association.

**HOURS OF WORK, OVERTIME, AND SCHEDULING**

**62. Normal Work Week**

For members of the School Custodians Bargaining Unit, the normal work week will consist of five (5) consecutive days, Monday through Saturday. The normal workday will consist of eight (8) consecutive hours within a twenty-four (24) hour period, exclusive of one half (1/2) hour for lunch for day shift employees and one half (1/2) hour for night shift employees.

For members of the School Cafeteria Bargaining Unit, hours of work will generally reflect the hours that school is open, and the normal work week will consist of five (5) consecutive days, Monday through Friday. Normal workday hours will be between 6:30 a.m. and 2:00 p.m., depending on the hours that school is scheduled.

**63. Work Schedule Changes**

For members of the School Custodians Bargaining Unit, the work schedule in effect may be changed by providing two (2) weeks' advance notice to those employees affected, stating the duration of the change. This shall not apply in an emergency. An emergency shall be defined as an unexpected event or happening.

For members of the School Cafeteria Bargaining Unit, the work schedule in effect may be changed by up to one (1) hour by providing one (1) weeks' advance notice to those employees

affected, stating the duration of the change. This shall not apply in an emergency. An emergency shall be defined as an unexpected event or happening.

Any changes not covered by this Article will only be by agreement of the parties.

**64. Call-In Requirement For Unscheduled Absences**

Except in the case of an emergency, employees will be required to call in at least two (2) hours prior to the start of their shift if they are taking unscheduled time off.

**65. Compensatory Time**

All employees will be paid for all hours worked according to the applicable rate of pay set by this Agreement. Compensatory time may be granted by mutual agreement of the employee and management, at the applicable rate. If granted, compensatory time must be taken within the same pay period it is earned and granted.

**66. Posting Hours/Shifts**

Hours of work and work shifts will be posted on the bulletin boards at each of the schools, once a year, in the month of July.

**67. Breaks**

For members of the School Custodial Bargaining Unit, a fifteen (15) minute break will be granted to each employee during each four (4) consecutive hours of work.

For members of the School Cafeteria Bargaining Unit, a ten (10) minute break will be granted to each employee working four (4) hours or more, and an additional ten (10) minute break will be granted to each employee working six (6) hours or more. For members of the School Cafeteria Bargaining Unit, the Board will also provide, at its cost, one (1) meal per day to each employee while they are working.

**68. Overtime**

Employees will be paid one and one-half (1 ½) their regular rate of pay for all hours worked over forty (40) in any single week.

**69. Overtime Eligibility/Custodial 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.

**70. Non-School Related Work**

Employees who are requested to perform and who do perform non-school related work (non-school related work is when the District will receive reimbursement from another party for the employee's hours of work) will be paid at one and one-half (1 ½) times their regular rate of pay for all such hours worked. Employees who perform non-school related work on Sundays will be paid two (2) times their regular rate of pay for all such hours worked.

**71. No Attempt To Avoid Payment Of Overtime**

The District will not interrupt an employee's normal workday or normal work week to avoid payment of overtime.

**72. Special Procedures For Overtime**

All members of the School Custodians Bargaining Unit will be considered equally for overtime shifts. Only those members of the School Cafeteria Bargaining Unit who have placed their name on the annual overtime list, posted by the Board for the first three (3) weeks of September, will be considered for overtime shifts.

Overtime will be offered first to employees in the building where the overtime occurs through the process of most senior to least senior employee (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 will provide the Board with a list of employees willing to perform overtime in schools other than those in which they are currently assigned. Such employees may be used in overtime situations at the assigning supervisor's discretion, but outside employees shall not be assigned overtime until all employees in the building where the overtime occurs have declined such assignment.

In case of an emergency, management may address scheduling needs from outside the provisions of this Article. An emergency shall be defined as an unexpected event or happening.

**73. Substitutes**

The District will attempt to establish and maintain a list of qualified substitute employees as well as a list of employees desiring work beyond their regular schedules. The list of substitutes will be posted in an accessible place for review. For purposes of this provision, a substitute will mean a temporary replacement for a regular employee. Substitutes may be used for absences of one (1) 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.

**74. Minimum Pay For Call-Ins**

Employees who are called in to work outside their regularly scheduled working hours will be paid a minimum of three (3) hours at one and one-half (1 ½) times their regular hourly rate of pay.

**DISCIPLINE AND GRIEVANCE PROCEDURE**

**75. Disciplinary Actions**

All disciplinary actions will be applied in a fair manner and will be consistent with the infraction.

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 Steward at the time of suspension or discharge.

Employees may be transferred for cause or when it is determined to be in the best interest of the District. The employee being transferred will replace the least senior person in the school to

which the employee is being transferred. The employee being bumped will be put in the position vacated because of the transfer.

Disciplinary action will follow this order:

- Verbal warning
- Written warning
- Suspension without pay [five (5) days maximum]
- 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:

- Misconduct during employment
- Incompetency or inefficiency
- Failure to perform assigned duties
- Disobedience to a superior
- Failure to observe rules and regulations
- Incompatibility with other employees
- Unauthorized absence from duty
- Being under the influence of liquor or illegal drugs while on duty
- Drinking intoxicating beverages and using illegal drugs on duty
- Falsifying sickness or any other cause of absence
- Falsifying time cards

**76. Just Cause**

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

**77. Written Reprimands**

Written reprimands will remain in the employee's personnel file. However, after two (2) years, provided there are no similar infractions, written reprimands will not be considered as a basis for future discipline. If discipline involves misconduct of any type against a minor, this limitation will not apply.

**78. Suspension Notices**

Suspension notices will remain in the employee's personnel file. However, after three (3) years, provided there are no similar infractions, suspension notices will not be considered as basis for future discipline. If discipline involves misconduct of any type against a minor, this limitation will not apply.

**79. 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.

## **80. Grievance Deadline**

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.

## **81. Grievance Procedure**

Grievances will be processed in the following manner:

- A. An employee (or the Union) who has a grievance will discuss the grievance with their steward. An initial meeting will be held among the employee, a Union representative, and the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable, for the purpose 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 Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable. The grievance will be in writing and on an official grievance form. The Business Administrator will meet with the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable, the employee, and the Union representative, and render a decision in writing within five (5) days after the meeting.
- C. The decision by the Business Administrator may be appealed in writing to the Superintendent of Schools within five (5) working days of receipt of the decision. The Superintendent of Schools will have four (4) working days to render a decision in writing.
- D. The decision by the Superintendent 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 Superintendent's 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 grievance 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, representatives of the Department involved, the Superintendent's office, the School Board, and the Union will meet to determine if the grievance can be settled without arbitration. If no agreement can be reached to resolve the grievance, any dispute, claim, or grievance arising out of or relating to the interpretation of the application of this Agreement may be submitted to arbitration.
- F. 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 the arbitration will be shared equally.
- G. 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 underlying decision or it will be considered untimely and the Union's right to arbitration will be waived.

- H. An arbitrator will have no authority to change, alter, or amend any provisions in the Agreement.
- I. The parties agree that any arbitration award rendered under this Agreement may be subject to review as set forth in NH RSA 542.

## **MISCELLANEOUS PROVISIONS**

### **82. Filling Vacancies And New Positions**

The Board, acting through its designee, reserves the right to make transfers to fill vacancies and to fill new positions on the basis of, among other relevant qualifications, ability, performance, and attitude, but will consider seniority when all other qualifications are deemed equal. Similarly qualified internal candidates will be given preference over external candidates.

The Vice-President and Shop Steward will receive copies of all unit vacancies and new jobs. If vacancies or new jobs are not to be filled or cannot be filled, the Board will notify the Vice-President and the Shop Steward no later than thirty-five (35) workdays after the position was posted or if the Board, prior to posting, decides not to fill said vacancy or new position.

Supervisors will also make a good faith effort to keep employees informed of any openings or transfers that occur in the District.

Vacancies and new jobs will be posted for five (5) working days in each school to allow employees the opportunity to apply. Job postings will include job specifications, job location, shift and hours, if the job is permanent with a permanent rating, and whether the job is open because a person has been granted a leave of absence.

When a vacancy, as determined by the Superintendent or their 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 will be posted for five (5) working days. Any candidate who has applied for the posted position may, in writing, request a meeting with the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable, and the Human Resources Director to discuss the reason(s) why they were not selected. Said meeting should take place no later than five (5) days after the written request has been made. When dispute remains as to the proper person having been chosen to fill any job, the dispute will be settled using the contractual grievance procedure. All employees who are successful candidates for a vacancy or a new job will be given a reasonable opportunity to learn that job. If the employee fails to learn the job, management will have the right to transfer the employee back to their previous job for a period not to exceed thirty (30) calendar days. Further, any employee who is promoted under this provision will have a one (1) week period to try the new position, during which time the employee may elect to return to their previous job. This provision will also apply to promotions outside the bargaining units.

### **83. Filling Management Positions**

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

### **84. Seniority**

An employee's seniority will commence with their date of hire by the District and will continue for as long as they are employed in the District in a position covered by their bargaining unit.

The Department will post a seniority list on January 1st of each year. An employee will not forfeit seniority for absences caused by the following:

- Illness resulting in total/temporary disability due to their regular work with the District, certified by an affidavit from the worker's compensation carrier;
- Illness not the result of misconduct resulting in total/temporary disability certified by a physician; and
- Duty with the Armed Forces.

Seniority is forfeited by voluntary resignation, discharge for just cause, or retirement. Bargaining unit seniority alone shall be the determining factor in applying any re-employment list after a reduction in force, choosing vacations, and determining eligibility for 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.

**85. Re-employment List After A RIF**

In the event of a reduction in force and a subsequent rehiring, the employee with the most bargaining unit seniority at the time of the reduction in force will be hired back first. All employees who have been included in a reduction in force will be kept on a re-employment list for a period of two (2) years. Qualified and available permanent employees will be reinstated before new employees are hired.

**86. Evaluations**

By May 1 of each year, all employees will be evaluated by their immediate supervisor. All employees will then have a conference with their supervisor to explain the evaluation. After the conference, both the employee and the supervisor will initial the evaluation, indicating only that the evaluation has been read and not indicating agreement. The employee will then have thirty (30) days to attach a written response to the evaluation.

**87. Safety**

The Board shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the 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 will comply with the Board's rules and regulations relating to safety, economy, and efficiency of services to the Board, the District, and to the public.

**88. 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.

**89. Personnel Files**

Employees may make copies of all material placed in their personnel file. A forty-eight (48) hour notice by the employee is required to review their personnel file. No written material concerning an employee's conduct, service, character or personality while on the job will 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/or confirmation of wages. Any documents to be placed in a personnel file will be photocopied and sent to the employee at 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.

**90. Summer School Vacation And Non-School Days**

Members of the School Custodians Bargaining Unit will be given the opportunity to work day shifts whenever possible during the summer school vacation at the discretion of their supervisors. No members of the School Custodians Bargaining Unit will 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 Director of Building & Grounds/Maintenance and the effected member(s) of the School Custodians Bargaining Unit, a work week of four (4) ten (10) hour days may be implemented during summer school vacation.

**91. Related Employees**

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

**92. School Nutrition Association Membership**

The Board will provide members of the School Cafeteria Bargaining Unit with annual membership in the School Nutrition Association and will cover the full cost of membership.

**93. Copies**

An electronic copy of this Agreement will be maintained by the Portsmouth School District/City of Portsmouth web site for the duration of the Agreement.

**94. Current Benefits**

Nothing in this Agreement, either by inclusion or exclusion, will be interpreted as limiting benefits now enjoyed by the members of the bargaining units.

**DURATION**

This Agreement will be in full force and effect from July 1, 2025 through June 30, 2028 and will continue from year to year thereafter unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to January 1, 2028. 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 to the Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior January 1, 2028 advising that the party desires to revise or change terms or conditions of the Agreement. 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

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

\_\_\_\_\_  
Lisa Rapaport  
School Board Chair

\_\_\_\_\_

\_\_\_\_\_  
Zachary McLaughlin  
Superintendent of Schools

\_\_\_\_\_

\_\_\_\_\_  
Thomas Closson  
City Negotiator

\_\_\_\_\_

APPROVED BY THE PORTSMOUTH CITY COUNCIL \_\_\_\_\_

**APPENDIX I**  
**WAGES**

	<u>CUSTODIAN</u> <u>DAY</u>	<u>CUSTODIAN</u> <u>NIGHT</u>	<u>CAFETERIA I</u>	<u>CAFETERIA I</u> <u>CERTIFIED</u>	<u>CAFETERIA II</u>	<u>CAFETERIA II</u> <u>CERTIFIED</u>
STEP 1	\$ 17.88	\$ 18.71	\$ 16.64	\$ 17.15	\$ 17.67	\$ 18.18
STEP 2	\$ 18.97	\$ 19.80	\$ 17.41	\$ 17.93	\$ 18.44	\$ 18.95
STEP 3	\$ 20.15	\$ 20.97	\$ 18.18	\$ 18.70	\$ 19.21	\$ 19.72
STEP 4	\$ 22.36	\$ 23.18	\$ 18.95	\$ 19.47	\$ 19.98	\$ 20.50
STEP 5	\$ 23.91	\$ 24.73	\$ 19.72	\$ 20.24	\$ 20.75	\$ 21.27

**APPENDIX II**

**LONGEVITY STIPENDS**

	<b><u>CUSTODIANS</u></b>	<b><u>CAFETERIA</u></b>
After 5 Years	\$ 890	\$ 853
After 10 Years	\$ 1,017	\$ 892
After 15 Years	\$ 1,144	\$ 930
After 20 Years	\$ 1,273	\$ 966
After 25 Years	\$ 1,398	\$ 1,005
After 30 Years	\$ 1,552	\$ 1,045