

AGREEMENT  
BETWEEN THE  
CONWAY SCHOOL DISTRICT  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AND ITS APPROPRIATE AFFILIATE  
COUNCIL 93, LOCAL 859

Effective July 1, 2009

Expires June 30, 2010

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## AGREEMENT

This AGREEMENT made and entered into by the Conway School District (hereinafter called the District) and Local #859 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called the Union) representing the Custodians, Groundskeeper, Kitchen Employees, Bus Drivers, and Maintenance Personnel and Mechanics (excluding the Buildings and Grounds Coordinator and Food Service Director) (hereinafter called the Service Employees) of the Conway School District.

## WITNESSETH

WHEREAS the Union has been established as the certified bargaining unit by the Public Employee Labor Relations Board for the purposes of collective bargaining under the provisions of RSA 273-A and is the exclusive representative of all Service Employees of the Conway School District who are on regular active duty for the District and are enrolled on the District payroll.

WHEREAS the parties have entered into collective bargaining pursuant under conditions of RSA 273-A.

WHEREAS now, therefore, the parties hereto contract and agree with each other as a result of collective bargaining as follows:

## ARTICLE 1 RECOGNITION

1.1 Whenever used in this Agreement, the word "employees" refers only to those school district employees employed on a permanent basis in job categories covered by this Agreement, and whose work week is 32 hours or more per week. Employees who are currently employed and receive the full benefits will continue to receive the full benefit provided they work at least 30 hours per week. Exempted from this work week requirement are any employees of record on June 30, 1996.

1.2 The District hereby recognizes that the Union is the sole and exclusive representative of all service employees of the District except the management or supervisory employees of the District and others properly excluded under the provisions of RSA 273-A.

1.3 Whenever reemployments are made, or the District hires new employees, they must complete a ninety (90) days probationary period before attaining rights under this Agreement. Such ninety (90) days may be waived if approved by the School Board.

1.4 The Union agrees for itself and its members that they will individually and collectively perform loyal and efficient work and service and use their influence and best efforts to promote and advance the interests of the taxpayers of the Conway School District.

1.5 DEFINITIONS:

A. Full-time Calendar Year Employee - An employee of the Board who works or is scheduled to work 52 weeks per year, 32 hours per week, including vacation time. Employees who are currently employed and receive the full benefits will continue to receive the full benefit provided they work at least 30 hours per week.

B. Part-time Calendar Year Employee - An employee of the Board who works or is scheduled to work 52 weeks per year, less than 32 hours per week, including vacation time. Employees who are currently employed and receive the full benefits will continue to receive the full benefit provided they work at least 30 hours per week.

C. Full-time Academic Year Employee - An employee of the Board who is scheduled to work less than 52 weeks per year during the school academic year; 32 hours or more per week. However, any bus driver who does not work 32 hours or more per week but is normally scheduled to work 32 hours or more per week will not lose his/her benefits. Employees who are currently employed and receive the full benefits will continue to receive the full benefit provided they work at least 30 hours per week.

D. Driving Time - Bus drivers will be paid regular time or time and one-half while driving.

E. Waiting Time - Waiting time is while the bus driver is responsible for the bus and/or is assigned to stay with the bus.

F. Time Off - While the bus driver has no driving or no other bus responsibilities, no pay for this time.

G. Part-time Academic Year Employee - An employee of the Board who is scheduled to work less than 52 weeks per year during the school academic year, less than 32 hours per week. Employees who are currently employed and receive the full benefits will continue to receive the full benefit provided they work at least 30 hours per week.

H. Seniority - Having priority or being given preference because of continuous years of service.

I. Probation - That period of time during which a person's character, ability to meet certain requirements, or fitness for the position employed is evaluated.

## **ARTICLE 2**

### **DUES DEDUCTION**

2.1 Upon completion of the probationary period, all employees of the bargaining unit hired after July 1, 2009 shall either become a member of the Union or pay an Agency Fee as provided for herein, as a condition of employment.

Upon individually written authorization by the Union employee and approval by the Union President, the District agrees to deduct from each employee so authorized the current monthly dues or agency fee as certified to the employer by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction to be made each pay period. However, if any employee has no check coming to him/her or the check is not large enough to satisfy the assignments then and in that event no collection will be made from said employee for that period.

2.2 Along with the delivery of the dues or agency fee to the Treasurer of the Union, the District will also deliver a list of all employees who have paid said dues for the quarter.

**ARTICLE 3**  
**MAINTENANCE OF MEMBERSHIP**

3.1 Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date, shall continue his/her membership in the Union during the duration of this Agreement; provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within five (5) working days prior to the anniversary date thereafter.

3.2 Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent them in a grievance, shall assume full financial responsibilities as to the actual costs of processing the grievance. Collection of such fees shall be the sole responsibility of the Union.

3.3 Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the District harmless in any such dispute.

3.4 The Union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the anniversary date.

**ARTICLE 4**  
**HOURS AND WAGES**

4.1 The normal work week schedule shall consist of five (5) consecutive eight (8) hour work days, Monday through Friday, exclusive of an unpaid lunch period. Exceptions shall include the cafeteria and bus driver employees. The work schedules are contained in Appendix C.

4.2 The normal work day may be altered by two and one-half (2 ½) hours either at the commencement of the work day or by two and one-half (2 ½) hours at the end of the work day, but not otherwise. This is to allow the District some flexibility in work assignments.

4.3 Hours of work, including summer schedules, may be adopted by mutual agreement by the parties to supersede hours designated in this article or in Appendix C.

4.4 Overtime - Custodians, Maintenance and Kitchen Employees - Employees will receive time and one-half (1 1/2) for all work performed after eight (8) consecutive hours. Time and one-half shall also be received by an employee if said employee performs work on Saturday, providing, however, that said employee has accumulated forty (40) work hours during the regular work week. Time and one-half shall be received by an employee if said employee performs work on Sundays. There shall be no duplication of overtime. When overtime requirements are known forty-eight (48) hours in advance, sign-up sheets for overtime assignments will be posted and followed. No temporary or part-time employee shall be offered overtime until all full-time employees have been afforded the opportunity for such overtime. This does not preclude the District's current practice of contracted services.

4.5 Overtime - Bus Drivers - Bus drivers will be paid time and one-half their regular rate of pay, for driving or waiting time, after forty (40) hours, within a regular work week.

4.6 Emergency Work - It shall be the duty of employees to make themselves available during the course of emergencies. Deliberate refusal without justification shall result in disciplinary actions. Emergencies

shall be determined by the Superintendent of Schools or his/her designee.

4.7 An employee paid on an hourly basis who has left his/her normal place of work for his/her residence and is called back for work without prior notice of at least 24 hours shall be paid for such overtime at the rate of time and one-half (1 1/2) with a minimum of two (2) hours call-back time.

4.8 Employees who are required to perform work on Sundays shall be compensated at the rate of time and one-half (1 1/2) their regular rate of pay for such hours of work.

4.9 Bus drivers who are required to stay overnight because of a special trip shall receive \$50.00 per night over their pay for the actual hours worked. The bus driver will be available and accessible to the trip leaders while on this overnight.

4.10 Bus drivers who are on a special trip will be reimbursed up to \$10.00 per meal for any meals necessary while on the trip (receipt required).

4.11 Kitchen employees will be paid a minimum of 4 hours when school is cancelled after 5:15 a.m. on a snow day, if they stay and work. The duties performed by the kitchen employees would not consist of those duties normally performed by the custodial/maintenance staff.

## **ARTICLE 5** **HOLIDAYS**

5.1 All permanent full-time calendar year employees in the bargaining unit who have completed the probationary period shall be paid the following named holidays:

Independence Day	Day After Thanksgiving
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Washington's Birthday
Thanksgiving Day	Memorial Day
Martin Luther King's Birthday	

All other bargaining unit employees shall be paid for the following named holidays:

Columbus Day	Thanksgiving Day
Veterans' Day	Day After Thanksgiving
Martin Luther King's Birthday	Christmas Day
	Memorial Day

5.1(a) If for any reason a school year employee is required to work for the district the full 5 day week prior to Labor Day, then they shall receive Labor Day as a paid holiday.

5.2 All bargaining unit members who perform any work on any designated holiday listed for permanent full-time calendar year employees shall be at the rate of time and one-half (1 1/2) for all hours worked, over and above the holiday pay.

5.3 In order to qualify for the holiday pay referred to in section 5.1, the employee must have worked the

last scheduled work day before the holiday and the first scheduled work day after the holiday, except for any authorized leave. If the above-named holidays referred to in section 5.1 fall on a Saturday or a Sunday or a day when school is in session, the following Monday shall be considered a holiday; but if employees are required to work that day, they shall be allowed time off equivalent to time and one-half (1 1/2) the hours worked at a time to be approved by the Superintendent of Schools.

5.4 All hours paid on a holiday shall be counted as hours worked for the purpose of computing overtime.

## **ARTICLE 6** **VACATIONS**

6.1 After the initial anniversary date of employment, the full-time calendar year employee will receive an annual vacation of two (2) weeks with pay. After five (5) years of continuous employment with the District, an employee will receive an annual vacation of three (3) work weeks, and after ten (10) years of continuous employment with the District, an employee will receive an annual vacation of four (4) work weeks with pay.

6.2 The School District reserves the right to limit the number of employees who may be on vacation at any one time and establish procedures for selecting vacations.

6.3 Earned vacation pay will be paid in full to beneficiary at death or to the employee at retirement or termination.

6.4 Earned vacation time shall not be accumulated or carried over to the following year, except that if an employee who, through no fault of his/her own, cannot take his/her vacation, then the employer may permit the employee to take that vacation within sixty (60) days following his/her anniversary date of the applicable year. Should the employee continue to be unable through no fault of his/her own to take his/her vacation, the employer agrees to pay in full all vacation time due on the last pay period of the sixty (60) days following September 1<sup>st</sup>.

6.5 Summer/Vacation Work – No shift differential for night staff "temporarily assigned" to work during the days over the summer and during vacation weeks.

## **ARTICLE 7** **UNPAID LEAVES OF ABSENCE**

7.1 Upon application of the employee, an unpaid maternity leave of absence shall be granted to permanent full-time calendar year employees who have been employed at least one (1) year before said application, said leave to commence at the time recommended by the doctor, and to extend for a period not to exceed six (6) months after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated employment, and will reimburse the District for the District's contribution to all benefits paid during this leave.

7.2 A permanent employee with at least five (5) years of permanent service within the District may apply for a six (6) month to one (1) year leave of absence. Application for such leave must be in writing to the Superintendent of Schools, and the reason for the leave must be clearly stated. The application must precede the proposed effective date of any such leave by at least thirty (30) days. Upon the recommendation of the Superintendent, the Conway School Board shall decide whether to grant the requested leave. The School

Board's decision shall be final and unreviewable in any forum. Neither the Board's decision nor the Superintendent's recommendation shall be grievable. If an employee who has been granted a leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated employment, and will reimburse the District for the District's contribution to all benefits paid during this leave.

7.3 Any member of the bargaining unit covered under this Agreement who is or may become a qualified member of the National Guard or the United States Ready Reserve of Military Reserve Forces will receive, in addition to any vacation to which that employee may be entitled, a leave of absence for the purpose of receiving military training. This leave shall not exceed fifteen (15) calendar days in duration. The following conditions shall be attached to any such leave.

- A. The employee shall, at least thirty (30) days in advance of the date of departure, provide to the Superintendent written evidence of the date of departure and date of return.
- B. The employee shall give written evidence of satisfactory completion of the training immediately upon returning to school district duties. Evidence shall be in the form of a pay voucher.

Military reserve organizations sometimes require their members to obtain approval of their employers to take part in the "Ready" components as opposed to the "Standby" components. Such approval indicates a willingness to release the employee on short notice for active duty. The Superintendent shall approve or disapprove each such request to take part in "Ready Reserve" activities. Such approval shall not be unreasonably denied. The Superintendent's decision shall be nonreviewable in any forum and nongrievable.

7.4 Any member of the bargaining unit covered under this Agreement who, during time of declared war, joins or is drafted into active duty in the United States Armed Forces, shall be on leave of absence from the date of induction to the date of discharge from active duty, plus thirty (30) days. The following conditions shall be attached to any such active duty leave:

- A. Within thirty (30) days following discharge from active duty, the employee shall notify the Superintendent of his/her intent to return to work.
- B. Within thirty (30) days following discharge from active duty, the employee shall furnish to the Superintendent evidence of physical fitness and mental competence for the type of work in which the employee was engaged at the time leave commenced, or for such other similar work as may be available.
- C. Upon timely notice of intent to return and timely furnishing of evidence of physical fitness and mental competence, the employee shall be allowed to return to work within the District within thirty (30) days of the notice and furnishing of evidence.
- D. If an employee who has been granted a military leave of absence for active duty in accordance with this provision shall fail to give the above-described notice of intent or evidence of physical fitness and mental competence within the time periods described above, the employee shall be deemed to have voluntarily terminated employment.

7.5 All leaves of absence defined and discussed in this Article shall be unpaid. Seniority shall be frozen and not forfeited as of the date of commencement of such leaves of absence and shall remain frozen and not forfeited until such time as the leave of absence or the employee's employment terminates. Health insurance coverage shall be continued at the employee's option and expense during any leave of absence defined and discussed in this Article. Employees on maternity leave may utilize sick leave.

## **ARTICLE 8** **JURY DUTY**

8.1 An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's supervisor.

8.2 All time spent on jury duty will be counted as hours worked up to but not in excess of the number of hours that constitutes that employee's normal work day.

## **ARTICLE 9** **WORKMEN'S COMPENSATION**

9.1 The purpose of Workmen's Compensation Insurance purchased by the District is to provide an employee the opportunity to receive their regular salary on those occasions when an absence occurs because of a work-related injury and the claim is accepted by the insurance carrier. It is not intended that an employee will receive more than the regular salary.

9.2 When a claim is accepted by Workmen's Compensation Insurance, an employee will receive a set portion of wages as determined by the insurance carrier. There are two (2) options available to an employee.

A. An employee may elect to receive the difference between the Workmen's Compensation payment and the regular salary as a school district employee. In the event the employee chooses to receive the differential, one-half (1/2) day sick leave will be charged for each day absent.

B. An employee may elect not to receive the differential between Workmen's Compensation payment and the regular salary, in which instance no absence will be charged to sick leave.

9.3 Upon notice from the Workmen's Compensation Insurance carrier of the benefits to be paid, the employee shall advise the District payroll clerk which option he/she has chosen.

9.4 The differential between Workmen's Compensation and the regular salary shall cease when the employee's cumulative sick leave is exhausted.

9.5 An employee absent from work due to work-related injury may be terminated after the Workmen's Compensation benefits have been exhausted, or after one year of continuous absence, whichever occurs first. A decision to terminate will be made prior to the time that the Workmen's Compensation benefits have been exhausted, or one year of continuous absence has occurred, whichever occurs first.

9.6 In order to verify the Workmen's Compensation payments, the school district will be advised by the

insurance carrier of all nonmedical payments to the employee. Based on the option chosen above, the payroll clerk shall make the appropriate adjustments in district payments and sick leave records.

## **ARTICLE 10** **JOB POSTING**

10.1 The District agrees that whenever a new job is created in any school, or a vacancy is created in any school, the name of the school, the name of the job, the requirements and pay grade, and if the position is full-time or part-time shall be posted in all schools and all employees shall be given five (5) work days to apply for said job.

10.2 When a position is awarded, the school district shall notify the Union President of the name of the person awarded the position.

10.3 The above procedures shall be followed in all permanent promotions, vacancies, and transfers.

## **ARTICLE 11** **GRIEVANCE PROCEDURE**

11.1 A grievance shall mean an alleged violation, misinterpretation, or misapplication with respect to one or more employees, of any provision of this Agreement governing employees.

11.2 A grievance must be filed by the employee in writing within ten (10) working days of its occurrence.

11.3 A grievance shall be processed in the following manner.

- A. The aggrieved employee shall verbally discuss with his/her immediate supervisor his/her complaint. A decision to be rendered by the immediate supervisor within three (3) working days. If the answer given by the immediate supervisor is not satisfactory, the aggrieved shall notify the immediate supervisor, in writing, within five (5) days. The immediate supervisor shall respond, in writing, within five (5) days. This step shall be in writing and all subsequent steps shall be in writing.
- B. If the aggrieved is not satisfied with the decision by the immediate supervisor, he/she may appeal the decision, in writing, to the Director of Administrative Services within five (5) working days; and the Director has five (5) working days to render his/her decision.
- C. If the aggrieved is not satisfied with the decision by the Director of Administrative Services, he/she may appeal the decision, in writing, to the Superintendent within five (5) working days; and the Superintendent has five (5) working days to render his/her decision.
- D. If the aggrieved is not satisfied with the decision by the Superintendent, he/she may appeal the decision, in writing, to the School Board within four (4) days. The School Board shall have ten (10) days to render a decision.
- E. An unfavorable decision by the School Board may be appealed to the American Arbitration Association, the Federal Mediation Conciliation Services, or the PELRB within ten (10) days.

The decision by one of the above named organizations shall be final and binding, and the cost of the arbitrator shall be borne equally by both parties.

- F. Each party shall bear the expense of its own representatives at each step of the procedure and will share equally in the costs of arbitration procedures.
- G. Any grievance not processed within the time limits indicated above by the grievant shall be deemed a waiver of his/her claim. Any failure to process the grievance according to the time limits of the grievance procedure by the Board shall permit the grievant to move his/her grievance to the next level of the procedure.
- H. No third party involved in the grievance procedure shall have the power of authority to add to or subtract from or in any way modify the terms of this Agreement, but shall make their decisions based solely upon the specific provisions contained within the written Agreement of the parties.
- I. By mutual agreement of the parties, the above time limits may be extended at any step.

## **ARTICLE 12**

### **DISCIPLINARY PROCEDURES**

12.1 All disciplinary actions shall be consistent with the infraction for which disciplinary action is being applied.

12.2 An employee who is to be interviewed by his/her supervisor or other management representative for the expressed purpose of receiving discipline shall have the right to have his/her Union representative present at such interview as a witness. Discipline is defined to be: (a) discharge; (b) written reprimand; (c) suspension; (d) oral reprimand; (e) demotion; (f) change in working conditions. All suspensions and discharges must be stated in writing with the reason stated and a copy given to the employee and the Union at the time of suspension or discharge.

12.3 Disciplinary actions shall normally follow this order; however, discipline may be taken out of order depending on the severity of the infraction.

- A. A verbal warning
- B. A written warning
- C. Suspension without pay
- D. Discharge

12.4 An employee may be suspended or discharged for just cause such as, but not limited to, the following reasons.

- A. Misconduct during employment
- B. Incompetency or inefficiency
- C. Failure to perform assigned duties
- D. Disobedience to a supervisor
- E. Intoxication while on duty
- F. Failure to observe rules and regulations established by the Board and administration

- G. Conviction of a felony
- H. Incompatibility with other employees
- I. Unauthorized absence from duty

12.5 The personnel record of an employee will be cleared of written reprimands after a period of three (3) years from the date of reprimand, provided there are no similar infractions committed during the intervening period. The personnel records of an employee will be cleared of suspension and/or meritorious notices after a period of five (5) years.

12.6 Upon written request, each employee shall have the right to review, at a time mutually convenient, the contents of his/her personnel file.

**ARTICLE 13**  
**SAFETY**

13.1 The District shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the District and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members who are employed by the District will comply with the posted District's rules and regulations relating to safety, economy, continuity, and efficiency of service to the District and the public.

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

13.3 All employees shall be provided with the necessary required materials including tools and equipment to perform their assigned duties.

13.4 Up to one hundred and twenty-five dollars (\$125) shall be provided annually to each employee for the purchase of footwear appropriate to each job. Reimbursement will be made upon receipt of a sales slip.

**ARTICLE 14**  
**BULLETIN BOARDS**

14.1 The District shall provide a bulletin board in each school for the posting of notices of the District addressed to the employees and notices of the Union addressed to its members. The District shall locate its bulletin boards at convenient places in the school. No notice shall be posted in or around the District property except on such boards, and then only after approval by the District as being suitable for posting and until it shall have been signed by the Union President or Secretary.

**ARTICLE 15**  
**TEMPORARY ASSIGNMENTS**

15.1 An employee may be temporarily assigned to the work of any position of the same or lower class grade without change in pay. Upon cessation of such temporary assignment, such employee shall be restored to his/her original position.

15.2 When an employee is temporarily assigned to work in a higher class or position, such employee shall

receive the entrance rate of the higher class or position, or six percent (6%) over and above their current rate, whichever is greater, for all hours worked in the higher classification.

15.3 When a specific school needs an employee from the school food service department to work at an after school function, the Food Service Director will offer this duty first to an employee of that specific school. If the employee declines the work assignment, then it is up to the discretion of the Food Service Director to offer the time to the best qualified senior member of the school food service program.

## **ARTICLE 16** **UNIFORMS**

16.1 The Conway School District shall provide one winter coat (replaced on an as needed basis with the approval of the supervisor) and 11 sets of uniforms for custodial and maintenance staff. The dietary staff shall be provided with 5 sets of uniforms. The bus drivers shall receive \$125 per year clothing allowance. After consultation with the Union, the required uniform (style, color, etc.) as determined by the School District shall be provided to the employees. Employees provided with such uniforms shall be required to wear same during working hours. The School District shall provide the bus drivers with identification badges. The current bus driver uniform shall be maintained until mutual agreement on any changes/replacements.

## **ARTICLE 17** **SENIORITY**

17.1 An employee who has successfully completed his/her probationary period shall obtain seniority commencing with the hiring date and continuing so long as he/she is employed by the District.

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

- A. Illness resulting in total/temporary disability due to his/her work with the District, certified to by an affidavit from Workmen's Compensation carrier.
- B. Illness not the result of his/her own misconduct resulting in total/temporary disability, certified to by a physician's affidavit. After one (1) year, accrual of seniority will cease.
- C. If drafted into active duty with the Armed Forces.
- D. Maternity leave, but seniority will be frozen at the point of the beginning of the unpaid maternity leave.
- E. Leave without pay.
- F. Military leave.

17.3 An employee shall lose his/her seniority and be terminated for, but not limited to, the following reasons:

- A. Any cause of discharge as set forth in Article 12.
- B. If he/she resigns.

**ARTICLE 18**  
**VACANCIES**

18.1 The District reserves and shall have the right to make promotions and transfers primarily on the basis of ability and performance of duty as have been demonstrated to the District. The District will attempt to fill vacancies in a timely manner. The District may exercise its judgment when equal ability and performance is demonstrated within the overall levels range by opting for seniority as the overriding determiner.

18.2 Where a difference of opinion arises as to the qualifications of a candidate for promotion or transfer, the question shall be settled in accordance with the grievance procedure as outlined in this Agreement.

**ARTICLE 19**  
**LAYOFFS**

19.1 The District reserves and shall have the right to decide who shall be laid off or reduced, primarily on the basis of ability and performance of duty, but shall be governed by the same guidelines as in 18.1.

19.2 If seniority is the determiner, the person with the least seniority in the District will be laid off first.

19.3 Laid-off employees will be rehired in the reverse order of layoff. The person with the most seniority, who is qualified, will be hired back first with a level of benefits consistent with the current Agreement. All employees who have been laid off will be kept on a recall list for a maximum of one (1) year. Refusal to accept a position resulting from layoff or recall from layoff shall result in loss of seniority.

**ARTICLE 20**  
**LIFE INSURANCE**

20.1 The District shall provide to all bargaining unit employees who have completed the probationary period life insurance as follows:

A.	Life Insurance	\$30,000
B.	Accidental Death and Dismemberment	\$25,000

Only those employees who are regularly scheduled to work 32 or more hours per week or more will qualify for life insurance excepting those employed under the contract ending June 30, 1996. Employees who are currently employed and receive the full benefits will continue to receive the full benefit provided they work at least 30 hours per week.

**ARTICLE 21**  
**HOSPITAL/MEDICAL INSURANCE**

21.1 Effective July 1, 2009 - Eligible employees may select the Harvard Pilgrim program that best meets their needs. The Board will pay 80% of the premium cost of the \$500.00 Deductable HMO Low \$15 Co-pay Rx \$0-\$30-\$50 Plan. The employee will be responsible for the remainder of the premium cost. The District will continue to offer a Point of Service and Indemnity Plan. If an employee chooses the POS or Indemnity Plan, they will be responsible for any cost above the District's share of the \$500.00 Deductable HMO Low \$15 Co-pay Rx \$0-\$30-\$50 Plan. The plans will include a prescription drug plan of \$0-\$30-\$50.

The District shall provide an Internal Revenue Code Section 125 Plan for medical expenses effective July 1, 2009. Under the Section 125 Medical Reimbursement Account (MRA), the District will provide reimbursement according to the schedule below for eligible Flexible Spending Account (FSA) expenses to all eligible individual employees and the employee's eligible dependents. The District reserves the right to contract with a third-party administrator for the processing and reimbursement of these allowed expenses.

- Employee Only: up to \$500 per contract year
- Employee plus one: up to \$1,000 per contract year
- Employee plus two or more: up to \$1,500 per contract year

Only those employees who are regularly scheduled to work 32 or more hours per week will qualify for health insurance, excepting those employees under contract ending June 30, 1996. Employees hired prior to July 1, 2003 and receive the full benefits will continue to receive the full benefit provided they work at least 30 hours per week. Employees hired after July 1, 2003 and receive the full benefits will continue to receive the full benefit provided they work at least 32 hours per week.

#### Health Insurance After Retirement

The Board agrees that upon retirement on or after age 55 or for disability at any age, any employee who has served ten (10) or more years in the Conway School District shall receive four (4) percent of the cost of membership for a single Harvard Pilgrim \$500 Deductible HMO Low \$15 Co-pay Rx \$0-\$30-\$50 Plan, or its equivalent, for each year of service with the Conway School District to a maximum of what the current active employee receives. The value of this benefit may be applied to any of the Harvard Pilgrim plans of other types of coverage (2-person or family), with the retiree paying any additional cost.

Coverage would continue until age 65, after which the Board would pay toward the Harvard Pilgrim Plan, or its equivalent, as a supplement to Medicare Part B on the same basis as the previous coverage.

Payment for additional coverage must be received in advance of the due date of payment. Further, if the retired employee does not pay his/her portion as specified, the policy would lapse and the Conway School District would not be held responsible.

21.2 Evidence of a full physical examination shall be submitted to the Superintendent by September 1st of each year; except for verification of sick leave, which shall be conducted by a physician(s) of the District's choice and shall be paid at the District's expense.

21.3 Delta Dental Plan - The Board agrees to pay the cost of a single, two person, or family membership for each bargaining unit employee for the following coverage.

Coverage A - 100%, no deductible

Coverage B - 80%, no deductible

Coverage C - 50%, no deductible

Only those who are regularly scheduled to work 32 or more hours per week or more will qualify for dental insurance, except those employed under the contract ending June 30, 1996. Employees who are currently employed and receive the full benefits will continue to receive the full benefit provided they work at least 30 hours per week.

Maximum Contract Year Benefit - The maximum amount which your plan will pay is \$1,000 per person per Contract Year.

21.4 Section 125 - The School District shall establish, as provided by Internal Revenue Service regulations, a Section 125 account for premiums only.

21.5 In the event that an employee elects not to participate in the medical insurance program in Section 1 of this article, the School District shall provide an insurance waiver payment of 50% of the Board's share of a single premium for a Point of Service plan to any employee who certifies health insurance coverage through a spouse or other legitimate source outside of the school district, and thus waives coverage by the Board. For married couples working for the Board, one member would be eligible for this waiver. Those employees accepting an insurance waiver during their final year prior to retirement are not eligible for health insurance coverage through the School Board upon retirement, if required by the insurer. Such waiver payment will be included in the regular payroll.

21.6 AFSCME has no objection to the district entering into an agreement with unit members stating the following. Any individual who signs a contract to return for the next year and resigns prior to September 15 will be required to reimburse the district for the full amount of the health and dental benefits paid by the district for the months of July and August for the unit member's health and dental insurance.

## **ARTICLE 22**

### **EDUCATIONAL INCENTIVE REIMBURSEMENT**

22.1 The School Board agrees to reimburse employees the reasonable cost incurred for education conferences or courses required or approved by the Superintendent of Schools. Applications for such activities and estimated expenses must be submitted in advance to the Superintendent of Schools to be used in part for his/her action concerning approval or disapproval. Wages and travel expenses for required educational conferences or courses will be included. The courses must be successfully completed. The decision of the Superintendent of Schools is final and not grievable. Any member may apply for up to no more than four (4) credits per year. The amount reimbursed shall be limited to no more than the cost of the UNH cost per credit.

## **ARTICLE 23**

### **BEREAVEMENT LEAVE**

23.1 Bereavement leave of up to five (5) working days per occurrence with pay between the date of death and the date of the funeral, inclusive, shall be granted an employee in the event of a death in the immediate family. The definition of the immediate family for the purpose of this policy shall be as follows: the immediate family includes father, mother, wife, husband, children, brothers, sisters, and grandparents. Bereavement leave of up to three (3) working days per occurrence with pay between the date of death and the date of the funeral, inclusive, shall be granted an employee in the event of a death of the following relations; mother and father-in-law, sister and brother-in-law, aunt, uncle, daughter and son-in-law, grandchildren, and relative or ward residing in the same household.

## **ARTICLE 24**

### **SICK LEAVE**

24.1 Sick leave with full pay will be granted to all eligible employees at the rate of one and one-quarter (1 1/4) work days for each one (1) month of service. Credit for each additional accumulated sick leave day will

be awarded on the first day of each month. Earned sick leave is computed on a continuous basis and may be accumulated to a maximum of 130 days. The employee shall notify his/her supervisor of his/her inability to work four (4) hours prior to the time set for his/her regularly scheduled working hours. A medical certificate may be required at any time from an employee requesting compensation for sick leave. If a medical certificate is required by the employer during the first five (5) days of absence, it will be done at the District's expense. However, if the administration has reason to believe that the use of sick leave has not been for a bonafide illness, the employee's supervisor will investigate the alleged abuse. The School Administrative Unit office will maintain a record of all credits and debits to the sick leave account of each employee. These sick leave accounts are available for inspection by the employee. Sick leave can be used for immediate family (spouse and child) up to ten days annually. For leave purposes, one day of leave is equal to the number of hours an employee normally works per day.

#### Article 24.2 - Illness Leave Bank

(A) The Board agrees to permit AFSCME to establish an Illness Leave Bank to cover employees in the event of a long term illness or injury. The Illness Leave Bank plan is provided as part of a comprehensive disability protection plan created in lieu of short term and long term disability insurance programs. Employee participation in the Illness Leave Bank plan is optional. The Illness Leave Bank shall be administered by a committee composed of three (3) members of the Association appointed by the President of the Association. This committee shall hereinafter be called the Illness Bank Administrative Committee (Administrative Committee).

(B) Participation in the Illness Leave Bank plan is accomplished by the completion of the instrument provided and set forth in the Appendixes (APPENDIX) of this Agreement. Completion and submission of this instrument (APPENDIX) to the Administrative Committee must be made by each employee wishing to participate in the Illness Leave Bank plan. This submission, indicating the desire to participate, must be accomplished by October 15 of the contract year of enrollment. Each employee wishing to participate and to be covered by the Illness Leave Bank plan shall agree to donate, initially, one (1) day to the bank. In the initial year of the bank, participation may be elected during the thirty days following contract signing. This day shall be deposited in the Illness Leave Bank. The donated day will be deducted from the employee's personal accrued illness leave. Total accumulation will be carried over from year to year.

(C) If the number of days in the Bank drops below fifty (50), all members in the Bank who wish to remain eligible for usage of the Bank must contribute an additional one (1) day to the Bank.

(D) A participant in the Illness Leave Bank plan shall be eligible to request short term or extended benefits from the Illness Leave Bank after an incapacitating illness or disability, provided he/she has exhausted all of his/her accrued personal illness leave. Request for Illness Leave Bank benefits must be made in writing to the Administrative Committee. Approval of such requests shall be made at the sole discretion of the Administrative Committee. Approval of any and all requests is restricted to no more than the total number of days accrued in the Illness Leave Bank. An individual is limited to a maximum fifty (50) day withdrawal from the Bank per year.

(E) The Illness Leave Bank Committee may provide all bargaining unit members with an annual accounting of accrued illness leave days donated and available in the Illness Leave Bank plan. The Administrative Committee shall provide the office of the Superintendent, in writing, an annual accounting of

per annum days donated and total accrued illness leave days available in the Illness Leave Bank. The Administrative Committee will promptly notify the office of the Superintendent, in writing, of any benefits duly approved by the Administrative Committee, and such approved days will be posted to and deducted from the total accrued days available in the Illness Leave Bank.

24.3 Sick Leave Cash Out - After 10 years of continuous service in the District, an employee may cash out all accumulated sick leave over 30 days on an annual basis. Cash out to be with the following formula - Accumulated Sick Days (ASD) ) 3 X hours worked per day X Current Hourly Rate (CHR). For those employees beginning the cash out with more than 60 days accumulated, a maximum of 30 days may be cashed out annually. After 20 years of continuous service in the District, an employee may cash out all accumulated sick leave over 30 days on an annual basis. Cash out to be with the following formula - Accumulated Sick Days ) 2 X Current Hourly Rate (CHR). For those employees beginning the cash out with more than 60 days accumulated, a maximum of 30 days may be cashed out annually.

The District will make reasonable efforts to pay qualified sick leave cash out benefit by the first pay period in October in a separate check

After 20 continuous years of service in the district, and upon retirement, all accumulated sick days may be cashed out with the following formula -  $ASD \div 2 \times \text{hours worked per day} \times CHR$ .

The District will make reasonable efforts to pay qualified retirees their cash out benefits by the second pay period following the date of retirement.

## **ARTICLE 25** **PERSONAL BUSINESS LEAVE**

25.1 Personal business leave shall be available to all bargaining unit employees on a prorated basis. Personal leave shall be granted for hardships or other pressing needs and will be granted in situations which require absence during school hours for the purpose of transacting or attending to personal or legal business, or family matters. Personal leave shall not be cumulative. Except in extenuating circumstances, employees shall give notice of personal leave 48 hours in advance. Personal leave shall not be granted immediately before or after holidays, except in emergencies. Personal business leave will be granted for not more than three (3) days per year, and may be taken in increments of not less than one hour, subject to the following guidelines.

- A. The situation must be suddenly precipitated, or must be of such a nature that preplanning is not possible, or such that preplanning could not have eliminated the need for leave.
- B. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
- C. The employee must complete a leave report and submit it for approval to his/her immediate supervisor.

## **ARTICLE 26** **LONGEVITY**

26.1 Longevity service bonuses shall be payable to those employees satisfying the following service requirements.

After five years of service                    \$175  
(and \$175 every year thereafter until the completion of 10 years)

After ten years of service                    \$275  
(and \$275 every year thereafter until the completion of 15 years)

After fifteen years of service                \$375  
(and \$375 every year thereafter until the completion of 20 years)

After twenty years of service                \$575  
(and \$575 every year thereafter until the completion of 25 years)

After twenty-five years of service         \$700  
(and \$700 every year thereafter until the completion of 30 years)

After thirty years of service                \$825  
(and \$825 every year thereafter)

26.2 Longevity bonuses shall be paid to employees the first pay period in December in a separate check.

**ARTICLE 27**  
**WAGE RATES**  
**Effective July 1, 2009**

27.1 For the 2009-10 school year, all unit members will receive a COLA of 1.5% on base salary (excluding longevity and stipends). After COLA is figured, the appropriate performance pay will be added as follows:

Commendable, 2.0%; Proficient, 1.5%; Basic, 1.0%; Unsatisfactory, 0% as rated on the Conway School District Support Staff Evaluation Form (see Appendix D). The average of the November and May evaluations shall be used to determine the performance pay rate.

In addition to all other increases in compensation, the General Maintenance Personnel and Middle School Groundskeeper shall receive a \$1.50 per hour wage adjustment on July 1, 2009.

27.2 The classification of positions and wage rates shall be in accordance with the Position Classification and Compensation Plan of the Conway School District which is hereby made a part of this Article (Appendix A).

27.3 It is expressly understood that should any provisions of this Agreement be in conflict with the Position Classification and Compensation Plan, the provisions of this Agreement shall prevail.

27.4 Should the District change the current job descriptions for employees covered by this Agreement, the Union retains the right to impact bargaining should such changes require bargaining.

**ARTICLE 28**  
**STABILITY OF AGREEMENT**

28.1 Should any article, section, or portion thereof of this Agreement be 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 the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

**ARTICLE 29**  
**PERFORMANCE EVALUATIONS**

29.1 The Superintendent will provide the Union with a copy of the current evaluation form in a timely manner. The Superintendent of Schools, or his/her designee, shall have the right to annually evaluate the job performance of each bargaining unit member covered by this Agreement. Evaluations will be completed on a semi-annual basis in November and May of each school year. All evaluations shall be written and according to such form as the Superintendent shall determine. No evaluation, whether favorable or unfavorable, shall constitute a reprimand; but evaluations may take note of and make reference to reprimands. Each evaluation shall clearly state the source of the information upon which the evaluation is based. Each evaluation shall be provided to the employee within ten (10) calendar days after the date of the Superintendent's, or his/her designee's, signature on the evaluation. Any employee may, within twenty (20) days after receipt of an evaluation, provide the Superintendent or his/her designee with a written response to the evaluation. Within his/her discretion, the Superintendent or designee may evaluate an employee more than once annually. No evaluation shall be grievable; however, the employee may appeal an evaluation after meeting with the evaluator to the next immediate supervisor within five (5) days for another objective review.

29.2 Employees in the same job category shall be evaluated by the same supervisor with the principal's input.

29.3 For the purposes of performance pay, an average of the two (2) semi-annual evaluation scores from the applicable year shall be used. In the event an employee is hired after November 1<sup>st</sup> of any year, only the following May evaluation shall be used.

29.4 A union/management committee of 4 union members and equal representation from management will be established to review and/or redevelop the present evaluation instrument when it is determined by either Management or the Union that the need to do so exists.

**ARTICLE 30**  
**PRIVATIZATION**

Should the District decide to explore privatization of any services provided by union employees, the District will confer with the Union, and will permit the Union to submit a proposal or bid for those services.



**APPENDIX A**  
**COMPENSATION PLAN**

Effective July 1, 2009

	2009 Starting Salary (No Experience) <u>Hourly Rate Schedule</u>
Custodian	\$10.14
Groundskeeper/ General Maintenance Person *	\$11.03
Bus Driver	\$10.56
Cook	\$10.14
Cashier/Helper	\$9.39

\* Until the current Middle School Groundskeeper terminates employment, at which time the classification will become General Maintenance Person.

For new employees, the beginning salary will be as listed, but may be adjusted by the Superintendent for direct or related experience so long as the rate does not exceed the rate paid to current employees with the same or similar experience. Management will inform the Union if any employee is hired at a rate greater than the "starting salary/no experience" level.

An addendum is agreed to for three food service employees who work split positions under the agreement that expired June 30, 1996 (see attached addendum).

The individual currently serving as ala carte cashier will retain that title until she terminates employment with the district or voluntarily changes to another position, at which time the position title is eliminated.

Any change that affects current staff members will not reduce their salary. Salary will remain at the higher level until performance and/or other salary increases move them beyond that level.

In order to receive a performance pay increase, an individual must be hired by approved election of the School Board before January 1 of the year in which performance pay is to be applied.

Activity Bus Trips – 1.0 x regular hourly rate

**APPENDIX B**  
**POSITION CLASSIFICATION AND COMPENSATION PLAN**

Unit members who are regularly scheduled to work a consecutive eight-hour shift that begins after 2:00 p.m. or who work a shift of at least six hours and ends after 6:00 p.m. shall be paid ten cents (\$0.10) per hour over and above his/her hourly rate. All custodians required to work the second shift shall receive an additional fifteen cents (\$0.15) per hour over and above their current hourly rate. Custodians required and assigned to act as head custodian in any school shall receive an additional fifty cents (\$0.50) per hour over and above the custodial rate.

For each route that is established, the amount of driving time and the amount of waiting time will be calculated by the Finance Director. This calculated time will be a set time for that route for the duration of the school year. The time will be used to determine the route rate that will be paid and will depend upon the driver's wage classification.

Regular bus drivers will be assigned all trips that do not interfere with their regular routes. Regular bus drivers may also be assigned to trips instead of their regular routes if the assignment results in a cost savings to the district and a reasonable replacement for the regular route can be obtained. Assignments will be made by seniority on a rotating basis. Any special trips that would interfere with regular routes will be offered at the discretion of the Conway School District. Regular transportation of students home at the end of each day following Project SUCCEED should be assigned to regular employees as part of their regular route.

Any driver who takes an activity trip that occurs during the regular route time will be paid at the activity rate for all time over and above the regular route time.

No employee may volunteer to do a "free trip" more than once a year, and this would be only for trips that are of an unusual nature, not done on a regular basis year-to-year.

**APPENDIX C**  
**WORK SCHEDULE**

The custodial work force will work a normal work week of five (5) consecutive eight (8) hour days, Monday through Friday, for a total of forty (40) hours per week. Hours and shifts are as follows:

Custodian (Kennett High School)

Shift I	Day time opening of Building: 5:00 a.m. – 1:30 p.m.
Shift IA	Cafe day time: 9:30 a.m. – 6:00 p.m.
Shift II	3:00 p.m. – 11:30 p.m.

Custodian (Pine Tree School)

Shift I	4:30 a.m. – 1:00 p.m.
Shift II	2:00 p.m. – 10:30 p.m.

Custodian (Conway Elementary School)

Shift I	4:30 a.m. – 1:00 p.m.
Shift II	2:00 p.m. – 10:30 p.m.

Custodian (John Fuller School)

Shift I	4:30 a.m. – 1:00 p.m.
Shift II	2:00 p.m. – 10:30 p.m.

Maintenance Dept. and Groundskeeper

Shift I	6:00 a.m. – 2:30 p.m.
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Bus Driver/Custodian Position

Hours for this position are flexible with normal working hours totaling thirty (30) per week. Any hours worked after eight (8) in any one day will be at time and one-half rate.

The kitchen employees will work a normal work week of five (5) consecutive days, Monday through Friday. The time will vary by position. Shifts are as follows:

<u>Kitchen</u> (Kennett High School)	6:00 a.m. - 2:00 p.m.
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<u>Kitchen</u> (Elementary Schools)	8:00 a.m. - 2:30 p.m.
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**APPENDIX D**  
**CONWAY SCHOOL DISTRICT**  
**AFSCME - SUPPORT STAFF EVALUATION FORM**

NAME: \_\_\_\_\_  
 POSITION/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_  
 SCHOOL/DEPT. \_\_\_\_\_

For the performance factors listed below indicate with the appropriate number the effectiveness with which they were applied in achieving the results. When evaluating each factor, apply the following definitions:

- Commendable:**      **Exceptional performance, role model for peers**  
**Proficient:**        **A skillful worker who consistently meets requirements and expectations**  
**Basic:**                **Improvement needed to increase effectiveness; growth will strengthen ability to handle responsibilities**  
**Unsatisfactory:**    **Unacceptable job performance**

PERFORMANCE FACTORS		COMMENDABLE	PROFICIENT	BASIC	UNSATISFACTORY
<b>1. JOB PERFORMANCE      40%</b> -Is able to interact appropriately & effectively with students and staff ____ -Follows directions and completes assignments ____ -Is skilled at performing tasks ____ -Strives to succeed/stretches personal resources ____	10 pts each	36-40	31-35	25-30	0-24
<b>2. SELF MOTIVATION/MANAGEMENT      30%</b> -Builds on strengths ____ -Personally well organized ____ -Completes assignments on time ____ -Utilizes time efficiently ____ -Is punctual ____ -Takes initiative	5 pts each	27-30	22-26	18-20	0-17
<b>3. ADAPTABILITY TO CHANGE      10%</b> -Possesses the ability to be flexible ____ -Creative problem solving in a multitude of situations ____	5 pts each	9-10	7-8	5-6	0-4
<b>4. INTERPERSONAL EFFECTIVENESS      20%</b> -Maintains effective working relationships with others ____ -Presents ideas effectively ____ -Uses feedback to improve performance ____ -Listens well	5 pts each	18-20	15-17	12-14	0-11

