COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DERRY COOPERATIVE SCHOOL BOARD

AND

AFSCME COUNCIL NO 93, LOCAL 1801

DERRY EDUCATION ASSISTANTS

2011 – 2013

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PREAMBLE

The purpose and intent of the Derry School Board and the Union entering into this Agreement is to promote harmonious relations between the School Board and the organized employees in the bargaining unit included in the following Agreement.

ARTICLE 1

RECOGNITION

1.1 The School board of Derry, New Hampshire (hereinafter referred to as the "District") hereby recognizes the American Federation of State, County and Municipal Employees, Council 93/Local 1801 (hereinafter referred to as the "Union") as the exclusive representative of the bargaining unit described below for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment.

1.2 To the extent ordered by the New Hampshire Public Employee Labor Relations Board, the District recognizes the Union as the exclusive bargaining agent of all full time and part-time educational assistants in the following job titles: educational assistant, special education assistant, library assistant, computer assistant, math assistant, reading assistant, and ESOL assistant.

ARTICLE 2

CHECK OFF

2.1 The District agrees to deduct dues from the wages of employees in the bargaining unit upon presentation of appropriate authorization forms specifying the dollar amount to be deducted. The District shall make payroll deductions each pay period and shall remit such deductions along with a list indicating the name and amount deducted to AFSCME Council 93, Business Administrator, 8 Beacon Street, Boston, MA 02108, on a monthly basis. However, if an employee has no check coming or the check is not large enough to satisfy the assignments, then in that event no collection will be made from said employee for the pay period. Furthermore, the District shall not deduct dues from the wages of any employee who notifies the District in writing that he/she is withdrawing a previous authorization for such deductions.

ARTICLE 3

SENIORITY

3.1 There shall be two (2) types of seniority, district seniority and classification seniority. Classifications for this agreement shall be defined as those job titles identified under Article 1 in accordance with PELRB certification.

3.2 District seniority shall relate to the time an employee has been continuously employed by the District. Classification seniority shall relate to the length of time an employee has been employed in a particular classification and program

3.3 An employee shall lose his/her seniority for the following reasons: (a) if the employee resigns or (b) if the employee is discharged and if such discharge is not overruled by an appropriate authority.

3.4 An employee who is on a leave of absence shall not accrue seniority, but shall have his/her seniority "frozen" at the amount accrued at the time of commencement of such leave of absence.

3.5 Seniority lists shall be posted once a year by OCTOBER 15th.

ARTICLE 4

VACANCIES/TRANSFERS

4.1 Notices of all bargaining unit vacancies during the school year shall be posted on the official bulletin board in each school for a period of at least five (5) calendar days. Notices of vacancies shall be posted on the School District's website for at least five (5) calendar days.

4.2 The postings shall contain a description of the position, name, and location of the school, wage rate, minimum qualifications, name of the person to which the application is to be returned and the date by which the application is to be returned.

4.3 By September 30th of each year, the District shall notify the President/Chairperson of the Union, in writing, of the names, addresses, rate of pay, and position of each bargaining unit member.

ARTICLE 5

REDUCTION IN FORCE

5.1 The District shall have the authority to determine the number of employees in each classification.

5.2 In the event the District determines it is necessary to conduct a lay-off, it shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary lay-offs.

5.3 An employee who is laid off shall have recall rights to any vacant position for which he/she is qualified. A laid off employee shall be offered recall to a vacant position for which he/she is qualified before a new employee is hired for that position. The determination as to the laid off employee's qualifications is solely a matter for the Board's and the administration's discretion, and shall not be subject to arbitration. Employees shall retain recall rights for a period of one (1) year from the date first laid off. Refusal to return from layoff shall result in loss of recall rights.

ARTICLE 6

DISCIPLINARY ACTION

6.1 Disciplinary action shall normally follow this order, however, disciplinary action may be taken out of order depending on the severity of the infraction:

1. Verbal Warning
2. Written Warning
3. Suspension without pay
4. Discharge

6.2 Offenses for which employees may be disciplined up to and including discharge, include but shall not be limited to the following:

A. Incompetence
B. Unsatisfactory work performance
C. Lack of cooperation with a supervisor
D. Failure to comply with School District Policy
E. Failure to comply with safety requirements
F. Refusal to accept and complete job assignments
G. Fighting
H. Obscene language directed at student, teacher, another employee or the public
I. Theft of or destruction of property
J. Illegal use of or being under the influence of drugs, alcohol, or tobacco while on duty or school grounds
K. Insubordination
L. Falsification and/or misrepresentation of records, including employment applications

6.3 Discipline shall be defined not to include non-renewal, expiration of an assignment, lay off and reduction-in-force.

6.4 An employee shall receive notice in writing, including the reasons, for all disciplinary discharges and suspensions without pay. A copy of said notice shall be given to the employee within one workday of the disciplinary action.

6.5 An employee may access his or her personnel file within a reasonable time following the employee's request to do so. Employees may photocopy documentation in their personnel files for a reasonable fee.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 A grievance is defined as an alleged violation of a specific provision of this Agreement. However, a grievance may not be filed concerning the following: 1) any matter for which a specific method of review is prescribed by law; or 2) any rule or regulation of the State Department of Education; or 3) any bylaw of the Board of Education pertaining to its internal organization; or 4) any matter which according to law is either beyond the scope of Board authority or is limited to unilateral action by the Board alone; or 5) a complaint concerning evaluation of an employee's performance.

7.2 A grievance must be filed within ten (10) days of its occurrence or when the employee by reasonable diligence should have known of its occurrence. Grievances shall be processed in the following manner:

A. The matter will be discussed orally between the aggrieved employee and the designated administrator. The Union representative may be present if requested by the grievant(s).

B. If the grievance is not adjusted to the grievant's/Union's satisfaction in (A) above, within five (5) days, the grievance shall be reduced to writing and may be appealed to the Superintendent of Schools.

C. If the grievance is not adjusted to the grievant's/Union's satisfaction in (B) within ten (10) days, the grievance may be appealed to the School Board.

D. If the grievance is not adjusted to the grievant/Union's satisfaction in (C) within twenty (20) days, the Union may demand arbitration.

7.3 The following procedure shall be used to secure the services of an arbitrator:

A. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days following the date of the Union's demand for arbitration, the parties shall select an arbitrator in accordance with the voluntary labor arbitration rules of the American Arbitration Association.

B. The arbitrator shall limit him/herself to the issues submitted and shall consider nothing else. He/she shall be bound by and must comply with all of the terms of this agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

C. The cost for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be divided equally by the parties.

7.4 For purposes of this article, "days" shall mean work days, except that during the summer vacation "days" shall mean Monday through Friday excluding holidays.

7.5 Time periods specific in this procedure may be extended by mutual written agreement of the parties.

ARTICLE 8

LETTER OF AGREEMENT

8.1 The District shall provide by June 1st of each year, for continuing employees only, an employment notice including the exact job assignment, position, rate of pay, expected hours per day, days per year and first day of the work year. Such notice indicates a reasonable expectation of reemployment in the forthcoming year.

8.2 Upon receiving an employment notice the employee must advise the Superintendent by June 15 (or the first weekday immediately following June 15 if June 15 is on a weekend) of his/her intent to return. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

8.3 Once an employee has been notified of his/her exact job assignment, the employee shall be notified prior to any change being made.

ARTICLE 9

LEAVES

9.1 Sick Leave: an employee who works 27.5 or more hours per week may use up to ten (10) days per school year of paid sick leave for personal or immediate family illness (specifically, the illness of the educational assistant, his/her child, spouse or parent), and may accumulate sick leave year-to-year with a maximum limit of forty (40) days. An employee who works fewer than 27.5 hours per week may use up to three (3) days per school year of paid sick leave for personal or immediate family illness (specifically, the illness of the educational assistant, his/her child, spouse, or parent), and may accumulate sick leave from year-to-year with a maximum limit of fifteen (15) days. If an employee immediately prior to the effective date of this Agreement was employed for fewer than thirty (30) hours per week and was permitted to use and to accumulate more sick days than otherwise set forth in this section, that employee may continue to use and accumulate the same number of sick days.

9.2 Personal Leave: Up to three (3) personal days per school year shall be granted to each employee who works 27.5 or more hours per week for personal or family business which requires the employee's absence and cannot be conducted outside working hours. Up to one (1) personal day per school year shall be granted to each employee who works fewer than 27.5 hours per week for personal or family business which requires the employee's absence and cannot be conducted outside working hours. If an employee immediately prior to the effective date of this Agreement was employed for fewer than thirty (30)

hours per week and earned more personal days than otherwise set forth in this section, that employee may continue to earn the same number of personal days. A personal day may not be taken for recreational purposes. A personal day may not be utilized on the day before or the day after a vacation, holiday or other leave, except in the case of an emergency.

9.3 Maternity Leave: For the purpose of a normal child delivery, a female employee may be granted up to six (6) weeks leave of absence. In those cases where a cesarean delivery is require, a female employee may be granted up to ten (10) weeks of leave of absence. If the employee wishes to receive pay during such leave, accumulated sick leave may be used.

9.4 Bereavement Leave: In the event of death as defined below an employee, on request, shall be excused with pay for any of five (5) working days between the date of death and the date of the funeral/internment.

Spouse	Child(ren)
Mother	Father

In the event of the death in the employee's immediate family as defined below, the employee, on request, shall be excused with pay for any of three (3) working days between the date of death and the date of the funeral/internment.

Grandmother	Grandfather
Brother	Sister
Father-in-law	Mother-in-law
Grandchildren	

In the event of the death in the employee's immediate family as defined below, the employee on request, shall be excused with pay for any one (1) working day for the purpose of attending the funeral of:

Sister-in-law	Brother-in-law
Aunt	Uncle

9.5 Holidays: An employee who works 30 or more hours per week shall be paid for the following holidays: Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Day, Martin Luther King Civil Rights Day, Memorial Day, and Veteran's Day.

9.6 Jury Duty: If an employee is called as a juror he/she shall be paid the difference between the fee received for such service and his/her daily rate of pay. In order to receive payment an employee must give the District prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he/she claims payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

9.7 Leaves Of Absence Without Pay: Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the District. The decision of the District shall not be subject to the provisions of the grievance procedure.

9.8 Perfect Attendance Bonus: An employee who has perfect attendance for either the first semester or the last semester of the contract year will receive $100. An employee who has perfect attendance for both semesters of the contract year will receive $250. A work day that is cancelled and that the School Board decides not to make-up (e.g., a snow day) shall not be considered an absence for purposes of the perfect attendance bonus.

ARTICLE 10

HOURS OF WORK

10.1 The normal work week shall consist of any work performed up to eight (8) consecutive hours of work per day, Monday through Friday. The normal work day shall consist of any work performed up to eight (8) consecutive hours per day.

10.2 The normal employee work year, exclusive of holidays, shall not exceed 182 days, including at least two (2) non-student days which the District may schedule in half-day or longer segments at its discretion. The District will notify each employee in the Letter of Agreement of which day will be the first day of the work year for that employee.

10.3 Employees who are required to attend meetings or training sessions conducted outside the normal work day shall be compensated at the applicable rate of pay for the actual hours worked. The School District may require employees to stay for training on early release days and, if so, the School District will pay employees for those required hours.

10.4 The District shall make reasonable efforts to ensure that each employee receives a paid twenty-five (25) minute duty-free lunch period daily.

10.5 Bargaining unit members who are employed as full-time computer assistants shall be scheduled for 7 hour workdays. The purpose of scheduling 7 hour workdays is to allow full-time computer assistants additional time for lesson planning which is unique to their duties as computer assistants.

10.6 Library assistants will be compensated at their regular hourly rate of pay for the hours that they work at Family Book Fair Night if those hours are approved in advance by the building principal.

ARTICLE 11

TEMPORARY ASSIGNMENT

11.1 An employee who is assigned by the principal or the principal's designated administrator to substitute for a teacher for an entire school day with no teacher present in the

classroom shall be paid, in addition to the employee's regular wages, the difference between the employee's regular wages and the per diem rate for substitute teachers.

11.2 An employee who is assigned by the principal or the principal's designated administrator to substitute for a teacher for less than an entire school day but for more than 30 minutes per day on each of 8 or more days in the same month with no teacher present in the classroom, shall be paid the sum of $100 for that month in addition to the employee's regular wages.

ARTICLE 12

INSURANCE

12.1 Health Insurance:

A. The District shall offer all employees the following health insurance option: Blue Cross/Blue Shield – Blue Choice, Matthew Thornton HMO, or substantially equivalent HMO and/or point-of-service plans. However, any employee for whom the District paid a share of the cost to participate in Blue Cross/Blue Shield Plan JY on the effective date of this Agreement may continue to participate in the same plan; after the employee ceases to participate in Plan JY, he/she may not rejoin Plan JY at a future date.

B. For an employee who works 27.5 or more hours per week, the District shall pay 25 percent of the cost of single-person coverage under the plan offered by the District and selected by the employee. All other employees may participate in said insurance plans at their own expense. However, for any employee for whom the district paid more than 25 percent of single-person coverage on the effective date of this Agreement, the District shall continue to pay the same percentage of the same plan and coverage that the employee received on the effective date of this Agreement.

C. An employee who works 27.5 or more hours per week, who has provided notification to the District stating that he/she elects not to participate in the District offered health insurance coverage, and who has provided documentation of alternative coverage, shall be eligible for a single annual payment of $1000 to be paid prior to the end of the school year.

12.2 Dental Insurance:

A. The District shall offer all employees the option of participating in the same Northeast Delta Dental insurance plan available during the 1999-2000 school year, or the substantial equivalent. For an employee who works thirty (30) or more hours per week, the District shall pay 100 percent of the cost of a single-person coverage, or 90 percent of the cost of two-person coverage, or 90 percent of the cost of family coverage, whichever coverage is selected by the employee. all other employees may participate in the insurance plan offered by the District at their own expense.

12.3 Life Insurance: For employees who work thirty (30) or more hours per week, the District shall pay the premium for term life insurance coverage of $18,000.

ARTICLE 13

BULLETIN BOARDS AND EMAIL

13.1 The District shall provide space on bulletin boards for the posting of notices of the District addressed to the employees and notices of the Union addressed to the members. The District shall locate its bulletin boards at convenient places with the Department. No Union notice shall be posted in or around the District's property except on such board and no notice shall be posted until it has been signed by the appropriate Union representative.

13.2 The School district will provide email accounts to the union president and to one union representative in each school for the purpose of communicating with school administrators and with each other regarding matters pertaining to this collective bargaining unit. Use of email shall be subject to the School District's Acceptable Use Agreements and other email policies, and shall occur only during times that these employees are not responsible for providing services or supervising students. The union acknowledges that the District may review email communications and that any communications through the District email system accordingly are not private or confidential.

ARTICLE 14

SAFETY

14.1 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 employees of the School District will comply with the District's rules and regulations relating to safety, economy, and efficiency of services to the District and the public.

14.2 The Union and its members agree to exercise proper care of all District property issued or entrusted to them during their work hours.

14.3 One member of this bargaining unit may be appointed by the union to serve on the School District's Joint Loss Management/Safety Committee.

ARTICLE 15

PERSONNEL MATTERS

15.1 An employee shall be given a copy of any formal evaluation report prepared by his/her evaluators before any conference held to discuss it. If the employee is dissatisfied with this evaluation conference, he/she may request additional conference time. Thereafter,

the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof. An employee must receive advance notice of concerns about sick leave usage before that employee may receive an unsatisfactory rating on his/her performance evaluation due to sick leave usage.

15.2 Each employee shall be entitled access to his/her personnel file with a twenty-four (24) hour advance notice to the Superintendent or his/her designee. The employee may, if he/she wishes, have a representative of the Union accompany his/her during such review.

15.3 The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall be made a part of said employee's file. Reproductions of such material may be made by hand or copying machine.

15.4 Representatives of the Union may meet with the Superintendent of Schools or his/her designee once a month to discuss matters of mutual concern, at a mutually agreed time and place. Nothing contained herein shall prevent the Superintendent or his/her designee and the Union from meeting on a less frequent basis.

ARTICLE 16

CERTIFICATION

16.1 If the District requires an employee to acquire or renew a particular certification as a condition of continued employment, the District shall pay all fees charged to the employee by the State for such certification. The District also shall reimburse an employee for tuition, books, and registration fees that are charged for any courses which the employee is required to complete in order to acquire or renew the certification which the District requires the employee to hold as a condition of continued employment. The District shall continue to pay such charges for an employee who it does not require to acquire or renew a particular certification as a condition of continued employment only if the District paid such charges for that employee immediately prior to the effective date of this Agreement. However, notwithstanding any other provision in this Agreement, the District shall have no obligation to pay for certification fees, tuition, books, or registration fees that were incurred before the employee began his/her current term of employment with the district or before the effective date of this Agreement.

ARTICLE 17

WAGES

17.1 Employees shall received wages as follows:

A. New and continuing employees shall be paid on the wage schedules that are set forth in Appendix A. However, if placement on the wage schedule would result

in an employee receiving less than the prior year's wage rate, that employee shall receive the prior year's wage rate notwithstanding the wage schedule.

B. For purposes of the wage schedules, "Year of Service in the Bargaining Unit" shall mean the employee's current year of experience in this bargaining unit, and new employees generally shall be placed on step 1 of the salary schedule. However, exceptions will be allowed if the superintendent determines that there is an unavailability of qualified candidates. An employee who works more than 120 consecutive days in a position in this bargaining unit shall be entitled to receive credit for one full year of experience.

ARTICLE 18

RETIREMENT/SEVERANCE PAYMENT

18.1 An employee shall receive a severance payment upon retirement, provided that he/she has completed at least 20 years of services with the Derry Cooperative School District. The severance payment shall equal $2800.

ARTICLE 19

STABILITY OF AGREEMENT

19.1 Should any Article, Section or portion thereof of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to this Agreement agree to meet to negotiate only on the specific Article, Section, or portion thereof, which has been declared invalid or unenforceable, but neither party is required to make a concession in order to reach agreement on the specific Article, Section, or portion of the Agreement in question.

ARTICLE 20

DURATION

20.1 This Agreement shall be in full force and effect from July 1, 2011 through June 30, 2013. The Union shall notify the District in accordance with RSA 273-A of its intention to bargain successor agreements.

20.2 In accordance with RSA 273-A:16 I, the parties shall file a copy of this Agreement with the New Hampshire Public Employee Labor Relations Board after the cost items in the Agreement have been approved by the legislative body and the parties have executed the Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on this 22nd day of **March , 2011**.

DERRY EDUCATION ASSISTANTS
AFSCME COUNCIL NO. 93, LOCAL 1801

By:_____

Title:_____

By: Linda Hawkins

Title: Chapter Chair

DERRY COOPERATIVE SCHOOL BOARD

By: Kim Gordon

Title: Chairperson,
Derry Cooperative School District

MEMORANDUM OF AGREEMENT-TOILETING

The parties will convene a joint committee to study procedures for toileting students. The committee will be comprised of two members appointed by the School board and two members appointed by the Union. The committee will report its recommendations in writing to the School Board and the Union by June 30, 2012. The committee's recommendations will not be binding on the School Board or the Union.

APPENDIX A - WAGE SCHEDULES

2011-2012				
Year of Service in Bargaining Unit	Step	Educational Assistant	Library & Computer Assistant2	Reading & ESOL Assistant3
Hire to June 30 of yr. 1	1	$ 11.65	$ 12.40	$ 16.74
Start of yr. 2 to end of yr. 5	2	$ 12.05	$ 12.80	$ 17.14
Start of yr. 6 to end of yr. 10	3	$ 12.80	$ 13.55	$ 17.89
Start of yr. 11 to end of yr. 15	4	$ 13.55	$ 14.30	$ 18.64
Start of yr. 16 to end of yr. 20	5	$ 14.30	$ 15.05	$ 19.39
Start of yr. 21 to end of yr. 25	6	$ 15.05	$ 15.80	$ 20.14
Start of yr. 26 and thereafter	7	$ 15.80	$ 16.55	$ 20.89

2012-2013				
Year of Service in Bargaining Unit	Step	Educational Assistant	Library & Computer Assistant2	Reading & ESOL Assistant3
Hire to June 30 of yr. 1	1	$ 11.90	$ 12.65	$ 16.99
Start of yr. 2 to end of yr. 5	2	$ 12.30	$ 13.05	$ 17.39
Start of yr. 6 to end of yr. 10	3	$ 13.05	$ 13.80	$ 18.14
Start of yr. 11 to end of yr. 15	4	$ 13.80	$ 14.55	$ 18.89
Start of yr. 16 to end of yr. 20	5	$ 14.55	$ 15.30	$ 19.64
Start of yr. 21 to end of yr. 25	6	$ 15.30	$ 16.05	$ 20.39
Start of yr. 26 and thereafter	7	$ 16.05	$ 16.80	$ 21.14