

MASTER CONTRACT

Between the

Farmington School Board

and the

**Farmington School Custodians,
AFT-NH, AFT Local #6212, AFL-CIO**

July 1, 2010 - June 30, 2014

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This Agreement is made and entered into by the Farmington School Board (hereinafter referred to as the "Board") and the Farmington School Custodians, AFT-NH, AFT Local #6212, AFL-CIO) (hereinafter referred to as the "Union" on this _____ day of _____, 2012.

ARTICLE 1 **RECOGNITION**

- 1.1.1 Subject to RSA 273-A, and continued certification, the Farmington School Board recognizes the Farmington School Custodians, AFT-NH, AFT Local #6212, AFL-CIO, as sole and exclusive bargaining representative for full and part-time custodians and maintenance workers.

ARTICLE 2 **DEFINITIONS**

- 2.1 **BOARD:** The term "Board" as used in this Agreement shall mean the Farmington School Board.
- 2.2 **FULL-TIME:** The term "Full-time" as used in this agreement means an employee working forty (40) hours per week.
- 2.3 **PARTIES:** The term "Parties" as used in this Agreement shall refer to the Board and the Union as participants in this Agreement.
- 2.4 **SUPERINTENDENT:** The terms "Superintendent or designee" as used in this Agreement shall refer to the responsible administrative head of the District.
- 2.5 **UNION:** The term "Union" as used in this Agreement shall mean the Farmington School Custodians, **AFT-NH**, AFT Local #6212, AFL-CIO.
- 2.6 **UNION REPRESENTATIVE:** The term "Union Representative" as used in this Agreement shall mean any duly authorized designee of the Union.
- 2.7 **PRINCIPAL:** The term "Principal" as used in this Agreement shall refer to the responsible administrative head of a building, or his/her designee.
- 2.8 **BARGAINING UNIT:** The term "Bargaining Unit" as used in this agreement shall mean all persons as defined in Article 1.

- 2.9 **SUPERVISOR:** The term "Supervisor" as used in this agreement shall mean the individual designated by the Superintendent as directed by the School Board.
- 2.10 **SINGULAR:** Whenever the singular is used in this Agreement, it is to include the plural. Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female.

ARTICLE 3 **MANAGEMENT RIGHTS**

- 3.1 **THE BOARD:** The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District and to suspend, demote, discharge, withhold all wage increases or take any other disciplinary action against the employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to take actions as may be necessary to carry out the mission of the District in emergencies.
- 3.2 **DELEGATION:** The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.
- 3.3 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the Board and Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

ARTICLE 4 **UNION RIGHTS**

- 4.1 **BUILDING USAGE:** The Union will have the right to use school buildings at reasonable times, without cost, for meetings. Requests for the use of buildings will be made to the principal in advance.
- 4.2 **POSTINGS:** The Union will have the right to post notices of its activities and matters of employee concern at a designated employee bulletin board.
- 4.3 **EQUIPMENT:** The Union may, with the permission from the Building Principal, use school equipment normally used by employees for Union activities. However, expendable material will be at the expense of the Union.

ARTICLE 5 **SEVERABILITY**

- 5.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, by a court of competent jurisdiction, then such provision or application shall not be deemed valid, except to the extent permitted by law but all other provisions or applications shall continue in full force and effect. In such instances, the parties shall meet within thirty (30) days of such legal determination for the purpose of negotiating possible modifications to the Agreement.

ARTICLE 6 **DUES DEDUCTION**

- 6.1 The Board agrees to deduct Union dues in equal payments when properly notified by the Union by means of a signed authorization form for each unit employee so desiring such deduction. Such deduction authorization will be continued each year and thereafter unless notification is received in writing by the Board and the Union within fifteen (15) days after the employee's anniversary date. The Board also agrees to forward any and all such funds to the Treasurer of the Union on a monthly basis along with a record of such deductions.

ARTICLE 7 **WORK POLICY AND REGULATIONS**

Section 1: General policy

- 7.1 **REQUIREMENT:** All employees shall be required to report to work on time, shall not leave the job early without prior permission, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

- 7.2 **JOB DESCRIPTION:** All employees shall be provided with a copy of his/her job description. Upon revision of a job description, the employee shall be provided with an updated copy.
- 7.3 **CHAIN OF COMMAND:** Each employee has the right to expect that his/her duties, responsibilities and reporting chain of command will be clearly defined for him/her. It shall be the sole responsibility of the Facilities Manager to provide in writing the day to day responsibilities for each bargaining unit member. The Manager shall receive and resolve any concerns about the day to day performance of the custodial and/or maintenance staff. Upon receipt of any complaint or concern, the Manager shall promptly notify the employee(s) responsible for performing said work with the specifics of the concerns and the course of action to be taken to resolve the concern.
- 7.4 **REPRIMAND:** Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.

Discipline

- 7.5 **DISCIPLINE:** The Board agrees that discipline should be administered in a fair and consistent manner.
- 7.6 **WRITTEN WARNING:** In the event of written warning, suspension without pay, or termination, the District will state in writing to the employee, the reasons for action taken. A copy of said disciplinary action shall be handed or otherwise delivered to the employee in a confidential fashion at the time the disciplinary action is taken. In the event an employee receives a verbal warning, the supervisor shall have the employee sign an acknowledgement that a verbal warning was issued and received by the employee citing the date.
- 7.7 **ORDER OF ACTIONS:** Disciplinary action shall normally follow this order, but disciplinary action may be taken out of order depending on the severity of the infraction: (a) Verbal Warning, (b) Written Warning, (c) Suspension Without Pay; and (d) Discharge

Employee files

- 7.8 **MAINTENANCE OF FILES:** Official employee files shall be maintained under the following circumstances:

Nothing that may be used against an employee shall be placed into the personnel file of the employee until the employee is given an opportunity to review it. The employee shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding

that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

7.9 **EMPLOYEES ANSWER:** The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

7.10 **REPRODUCTION OF MATERIAL:** The employee shall be permitted to reproduce any material in his/her file except the material relating to his/her original application for employment.

Mileage Allowance

7.11 Employees covered by this Agreement who are authorized to use private automobiles for school-related business shall be reimbursed at the current IRS mileage rate. Expenses shall be turned in by the employee on a regular basis.

Workplace Safety

7.12.1 The Board agrees to provide a safe working environment for all bargaining unit members. There shall be union representation on the District Joint Loss Safety Committee.

7.12.2 The Board agrees to provide the necessary safety equipment consistent with NH Department of Labor and OSHA regulations for employees to perform their job.

7.12.3 There shall be a labor-management committee established effective July 1, 2009 for the express purpose of examining current safety practices and the safety equipment required by bargaining unit members. There shall be equal representative from labor and management. The Union shall appoint the union representatives on the committee. The committee shall issue its' report with findings on or before January 15, 2010.

ARTICLE 8 EVALUATIONS

8.1 **OBSERVATIONS:** All formal observations, monitoring and/or evaluation of employee performance shall be conducted personally by the supervisor or designee with full knowledge of the employee.

8.2 **EVALUATION FORMS:** Evaluation forms will be prepared in triplicate: one for the employee, one for the supervisor, and one for the Superintendent of Schools. Evaluations will be discussed by the evaluator with the employee.

- 8.3 **PERFORMANCE EVALUATION:** The Superintendent will solicit input in the development of a new performance evaluation tool. The Board and Superintendent shall have final approval of the performance evaluation tool.
- 8.4 **SIGNATURE OF EMPLOYEE:** A copy of the evaluation report, signed by the employee, shall be placed in his or her personnel file and a copy shall be given to the employee. The employee's signature shall not necessarily indicate agreement with its content. The employee shall have the right to make a written reply, which shall be attached to the evaluation report.

ARTICLE 9

GRIEVANCE PROCEDURES

- 9.1 **GRIEVANCE DEFINITION:** A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone; and (5) a complaint which arises by reason of an employee who has worked for the Farmington School District less than ninety (90) days being dismissed from his/her employment.

To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within thirty (30) calendar days of its occurrence.

- A. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.
- B. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

Informal Procedure: Any employee who has a grievance first shall discuss it formally with his/her supervisor or designated administrator.

9.2 **Formal Procedure:**

- A. **Step 1.** If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the supervisor or other designated administrator. The written

grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The supervisor or other designated administrator may communicate his/her decision to the employee in writing within five (5) calendar days of receipt of the written grievance.

- B. **Step 2.** If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the Superintendent within five (5) calendar days after receipt of the supervisor's decision or, if none, no later than five (5) calendar days after the deadline for the supervisor to issue his written decision. The appeal to the superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the supervisor and the supervisor's written decision. The superintendent may communicate his/her decision in writing to the employee within twenty (20) calendar days after receipt of the appeal to the superintendent.
- C. **Step 3.** If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Union within five (5) calendar days of receipt of the superintendent's decision or, if none, within five (5) calendar days after the deadline for the superintendent to issue his written decision. If the Union determines that the matter should be arbitrated, it shall so advise the superintendent in writing within ten (10) calendar days of receipt of the grievant's request.

9.3 **ARBITRATOR:** 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 an arbitrator. If no agreement is reached within ten (10) calendar days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Union and the Superintendent rosters of persons qualified to function as an arbitrator.
- B. **LIMITS OF ARBITRATOR:** The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.
- C. **COST OF ARBITRATOR:** The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the School District and the Union.

- 9.4 **ARBITRATORS DECISION:** The arbitrator's decision shall be final and binding except that any decision that would require the Board to incur the expenditure of new funds in excess of \$500 shall be deemed advisory only for such expenditure. The arbitrator shall issue his decision for resolution of the grievance to the District and the Union within thirty (30) calendar days after close of the arbitrator's hearing.
- 9.5 **RECOMMENDATIONS:** If the arbitrator's decision is deemed to meet the "advisory only" limitation as outlined in 9.4, the School Board may make a decision on the amount in excess of \$500 and shall so advise the grievant and the Union in writing. If the School Board fails to make a decision on the arbitrator's advisory opinion within thirty (30) calendar days after receipt of it, the School Board's non-action shall be deemed to be a decision rejecting the arbitrator's recommendation on expenditure of new funds. The School Board's decision in response to the arbitrator's advisory recommendations shall be final and binding on the parties.
- 9.6 **TIME PERIODS:** The time periods specified in this procedure may be extended by mutual written agreement of the parties.
- 9.7 **UNION REPRESENTATIVE:** A Union representative may be present with the grievant at all formal steps of the grievance process if requested by the grievant.

ARTICLE 10 **PROBATIONARY PERIOD**

- 10.1 **PROBATIONARY PERIOD:** The first ninety (90) calendar days of regular employment on an uninterrupted basis shall be the probationary period.
- 10.2 **TERMINATION:** The District may terminate a newly hired person from employment within the probationary period. Terminations under this Article shall not be grievable.

ARTICLE 11 **SENIORITY/LAYOFF**

- 11.1 **SENIORITY DATE:** An employee's seniority date shall be the last date the employee entered the district. The seniority date shall be adjusted for days, weeks, months and years of uncompensated absences.
- 11.2 **LAYOFF:** In the event of layoff of employees within the respective classifications of each group in the bargaining unit, seniority shall be the determining factor in deciding the order of layoff (beginning with the least senior employee), except that the employer may retain an employee who would otherwise be laid off if his/her certification, training, experience, and performance evaluations

objectively demonstrate that such employee possesses superior professional value to the school system; and therefore should be retained in preference to the next employee on the seniority list.

Seniority shall be based on length of service as an employee in a position covered by this contract.

- 11.3 **RECALL:** Recall of employees in the bargaining unit who are laid off shall be made on the basis of greatest seniority within classification. An employee laid off above may be offered any vacant position for which he/she is qualified. The right to recall shall terminate twenty-four (24) months following the last date of work.
- 11.4 **RETENTION OF SENIORITY:** An employee who is a member of the bargaining unit or thereafter, who is laid off and recalled within twenty-four (24) months of the date of layoff shall regain the seniority he/she had before he/she was laid off.
- 11.5 **SENIORITY STATUS:** Employees who successfully complete their probationary period shall have their seniority status retroactive to their first date of work.

ARTICLE 12

VACANCIES, TRANSFERS, AND ASSIGNMENTS

- 12.1 **VACANCIES:** Notices of bargaining unit vacancies shall be posted on the official bulletin board in each school. Such notice shall be posted for a period of at least ten (10) work days.
- 12.2 **POSTINGS:** The posting shall contain the title of the position, location of the school, wage rate, minimum qualifications and the date by which the application is to be returned.
- 12.3 **APPLYING:** Employees who desire to apply for vacancies shall submit an application in writing to the Superintendent of Schools within five (5) workdays from the date of the posting.

ARTICLE 13

HOURS AND WAGES

Section 1: Work Day/Week

13.1.1 Work Day/Week

A normal work week for full-time employees shall be defined as forty hours (40) per week, Monday through Friday. A workday shall be defined as 8.0 hours for all positions.

13.1.2 Employees shall be provided two (2) fifteen (15) minute breaks and a thirty (30) minute paid lunch.

13.1.3 Overtime shall be paid for time worked in excess of forty (40) hours per week (one week period being defined as 12:00am Sunday to 11:59pm on Saturday) at the rate of time and one half of the employee's regular rate of pay. Overtime shall be made available to all bargaining unit members on a rotating basis.

13.1.4 Any employee who is called back to work or required to report to work shall be compensated call back pay at a minimum rate of three (3) hours. The supervisor may require the employee to perform work for the three hours.

13.1.5 During the periods of inclement weather or other circumstances wherein the Superintendent cancels or delays the work day, those employees that would normally have worked on the date of closure or delay, shall report to work as soon as reasonably possible.

13.1.6 The District agrees to maintain a substitute custodian list and the District will determine those occasions when a substitute is necessary. Custodians are responsible for performing their primary duties, but may be asked to perform the duties of an absent employee. In the event management requires an employee to perform the duties of an absent employee which causes the employee's primary duties not to be completed, there shall be no adverse action taken against the covering employee.

Section 2: Compensation

13.2.1 Employees shall be compensated in accordance with the attached salary schedules. (Appendix A.) [The salary schedule reflects a 0% increase for 2010, 2011, 2012 and 2013.] Employees shall advance a step annually on the salary schedule on July 1st provided they have worked for one hundred twenty (120) days the preceding contract year except that employees shall not advance a step for contract years 2011-12, 2012-13 and 2013-14.

13.2.2 New employees shall receive an hourly rate of pay commensurate with current employees and based on the new employee's prior, equivalent experience. It is understood that since current employees have been frozen on steps that new hires will not be granted full experience for placement on the salary schedule. [By way of illustrative example, a new hire with three years experience would be placed on Step 1 since current employees have not moved a step.] New

employees with no prior equivalent experience shall be placed on Step 1 for the appropriate job classification and shall advance on the salary schedule in accordance with 13.2.1.

13.2.3

Employees shall receive longevity pay in accordance with the following schedule:

After seven (7) years of consecutive years of service to the District: \$500.00 annually

After (15) fifteen years of consecutive service to the District: \$1,000.00 annually.
Longevity payments will be issued in a separate check.

[Note: Employees will receive credit for all years of service including the status quo period which will be calculated effective July 1, 2012. There shall be no retroactive payments for those who would have moved up longevity categories for the 2010-11 and 2011-12 contract years.

Employees who are hired or who transfer into to this bargaining unit from another bargaining unit within the Farmington School District on July 1st, 2012 or after shall have their years of service for longevity purposes adjusted to hours worked. This shall not affect current employees. By way of illustrative example, an employee who worked in another position for 1040 hours per year would earn one-half year towards longevity.]

ARTICLE 14 HOLIDAYS

- 14.1 **ENTITLEMENT:** All employees shall be entitled to 12 paid holidays. On or before July 1st, the School District shall publish the school calendar indicating the exact holidays to be taken. It is understood that the Fourth of July and Labor Day are included as part of the holidays to be taken. The parties may agree to designate one or more of these days as floating holidays.
- 14.2 **WEEKEND HOLIDAYS:** If one of the aforesaid holidays falls on a Saturday and is observed on a Friday, said Friday shall be a paid holiday. If one of the aforesaid Holidays falls on a Sunday and is observed on a Monday, said Monday shall be a paid holiday.
- 14.3 **QUALIFICATION:** In order to qualify for pay on an un-worked holiday under section 11 above, an employee must work or be on paid leave on the last scheduled work day prior to the day the holiday is observed and the first scheduled work day subsequent to the day on which the holiday is observed. There are no exceptions to this requirement.

ARTICLE 15
VACATIONS

15.1 **VACATION TIME ACCRUAL:** Full time employees shall be entitled to accrue vacation time from their date of hire based upon the following formula and up to a maximum accrual of thirty (30) days:

0 to 5 years of full time service
10 days per year
6 to 15 years of full time service
15 days per year
Over 15 years of full time service
20 days per year

Effective July 1, 2012, only years of service as a bargaining unit member shall be counted for accrual purposes. This shall not affect current employees.

15.2 **CONSECUTIVE DAYS:** Requests for more than five (5) consecutive vacation days off shall be made thirty (30) days in advance to the Superintendent of Schools.

15.3 **LAPSE OF LEAVE:** All leave shall lapse on June 30th of each year, which is in excess of thirty (30) days.

15.4 **SEPARATION:** Upon separation of employment for any reason, any unused vacation time shall be paid to the employee or his/her estate up to a maximum of thirty (30) days.

15.5 **REQUESTS:** Requests for vacation time of five (5) or more consecutive days shall be approved on a first come first serve basis according to the date received in the Superintendent of Schools office. No request shall exceed one year in advance of the requested vacation.

ARTICLE 16
LEAVES

Section 1: Sick leave

16.1.1

Employees shall accumulate the rate of one day per month up to a maximum accumulation of seventy-five (75) days. After ten (10) years of service employees shall accumulate at the rate of one and a half days (1 ½) per month. On June 30th of each year employees shall be reimbursed the rate of ten-percent (10%) of their daily rate of pay for each sick day accumulated in excess of seventy-five (75) days. Effective July 1, 2012, only years of service as a bargaining unit member shall be counted for accrual purposes. This shall not affect current employees.

16.1.2

A sick day is equal to a normal workday.

16.1.3

Employees shall be required to contact his/her designated superior as soon as possible when the employee is unable to report to work due to illness or injury. Upon return to work, the employee shall complete the necessary paper work for the absence.

16.1.4

The administrator shall have the option to require the employee to furnish a certificate from an attending physician at no cost to the employee for absences in excess of three (3) days.

16.1.5

Upon termination of employment with the District, any employee who has completed ten (10) years of service with the District shall receive buy back of all unused sick leave at the rate of twenty-percent (20%) of the employee's regular rate of pay.

16.1.6

Employees absent as a result of a work-related injury may supplement workers compensation benefits with their own accrued sick leave. In no event shall an employee receive more than 100% of his/her regular pay while receiving workers compensation. Employees are prohibited from supplementing their workers compensation benefits beyond the exhaustion of their own accrued sick leave.

Section 2: Medical Exams

16.2.1

Physical exams are mandatory for first year employment in the Farmington School District. The District will pay up to one hundred dollars (\$100.00) towards the costs not covered by insurance of said physical exam.

Section 3: Personal leave

16.3.1

All employees are granted three (3) personal days per year. If this leave remains unused, it will not carry over into the following year. Requests to utilize personal leave must be made to the employee's supervisor at least two work days prior to the requested time off except in the case of an emergency in which case the employee shall notify the supervisor promptly. Personal days are not for recreational purposes and may not be taken on days adjacent to vacations and holidays. Personal days will be approved by the Supervisor.

Section 4: Family Medical Leave Act

16.4.1

The Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993.

Section 5: Bereavement

16.5.1 Employees shall be entitled to up to five (5) days bereavement leave with pay for absence due to each death of their spouse, domestic partner, or child (ren), and up to three (3) days bereavement leave with pay for absence due to each death of other "immediate family" except spouse or child. "Immediate family" shall include mother, father, brothers, sisters, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, and grand children. The Superintendent shall have the discretion to authorize bereavement leave for persons not listed above and to extend the time of bereavement leave in extenuating circumstances.

Section 6: Jury/Witness Duty Pay

16.6.1

An employee called as a juror/witness shall 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 must be submitted to the employee's immediate supervisor. Payment of meals and/or mileage shall not be considered as part of the fee for purpose of this Agreement.

Section 7: Extension of Leave of Absence

16.7.1

Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the Superintendent. The decision of the Superintendent shall not be subject to the provisions of the grievance procedure.

Section 8: Professional Leave

16.8.1

Upon recommendation and approval of the employee's supervisor and approval of the Superintendent, employees may be granted time off with pay to attend seminars, conferences and other work related educational programs in order to improve or enhance the employee's performance in his/her current position.

Section 9: Union Leave

16.9.1 The Union President or their designee shall be authorized up to sixteen (16) hours of paid leave per year for the purpose of attending AFT-NH Board of Directors' meetings. The President shall provide at least two (2) weeks notice.

ARTICLE 17
BENEFITS

17.1 HEALTH INSURANCE

17.1.1 PLAN COVERAGE: The School Board will provide all full-time unit employees with medical insurance through the New Hampshire Municipal Association offering Blue Choice and Matthew Thornton Plans being offered during the 2002-2003 school year.

Effective July 1, 2012, the School District will provide all full-time unit employees with medical insurance through the New Hampshire School Health Care Coalition. The District shall offer the HMO (Appendix B) and Point of Service (POS) (Appendix C) plans. The District may change providers and/or plans so long as the change is mutually agreeable to the parties.

17.1.2

PREMIUMS: Effective July 1, 2012, the Board shall pay one hundred percent (100%) of premium payments for the cost of the single person plan for the HMO and ninety-five percent (95%) of the cost of the POS. The employee may select one of the plans outlined in 17.1.1. If the employee chooses to enroll in the two-person or family plan, the remaining percentages shall be paid by the employee.

17.1.3

CO-PAYMENT DEDUCTION: The Employer will make premium co-payment payroll deduction available to all employees electing medical insurance coverage under Section 17.1.1 or dental insurance coverage under 17.1.5.

17.1.4

INSURANCE BUYBACK: An employee opting not to enroll in the District Health Insurance Plan shall receive a payout in the amount of \$2,500. The buyback shall be paid on a quarterly basis with last payroll check in the months of September, December, March and June. An employee leaving the employment of the District shall be eligible to receive the buyback on a prorated basis. An employee may enroll in the dental insurance plan and still be eligible for the insurance buyback program.

17.1.5

DENTAL INSURANCE: The District will pay the full cost of a single person plan in the Northeast Delta Insurance, Plan II Coverage A and B for those employees who have chosen not to enroll in the District Health insurance plan. Employees opting for the health insurance may at their own expense purchase the dental insurance. An employee shall have the option of placing a spouse or dependent on the dental insurance at the employee's own expense.

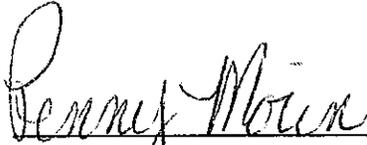
ARTICLE 18
RETIREMENT

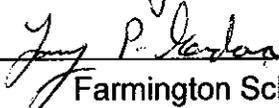
18.1 Notwithstanding any other provision in this Agreement, the amount otherwise payable to an employee shall be reduced by such amount as is necessary to prevent the School District from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a, and as amended.

ARTICLE 19
DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from July 1, 2010 through June 30, 2014. Negotiations for a successor agreement shall begin not later than September 15, 2013. The Union agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in order to ensure the parties' compliance with PUB 207.03(b).

AGREED to by and between the parties at Farmington, New Hampshire, as evidenced by the signatures of their duly authorized representatives, set forth below this _____, day of _____, 2012.

Signed:  _____
Farmington School Board

Signed:  _____
Farmington School Custodians
AFT-NH, AFT Local # 6212 AFL-CIO

APPENDIX A

Custodial	0%
STEP	2010-2014
1	\$9.90
2	\$10.20
3	\$10.51
4	\$10.82
5	\$11.15
6	\$11.48
7	\$11.83
8	\$12.18
9	\$12.55
10	\$12.92
11	\$13.31
12	\$13.71
13	\$14.12
14	\$14.54
Maintenance	0%
STEP	2010-14
1	\$10.65
2	\$10.95
3	\$11.26
4	\$11.57
5	\$11.90
6	\$12.23
7	\$12.58
8	\$12.93
9	\$13.30
10	\$13.67
11	\$14.06
12	\$14.46
13	\$14.87
14	\$15.31

SCHOOLCARE SUMMARY OF BENEFITS

Benefits outlined below are intended only as a general summary and are covered when provided or coordinated by your CIGNA HealthCare Primary Care Physician and you use the CIGNA network. All benefits are subject to the terms and conditions of your Health Benefits Booklet. In the event of any inconsistency between this Summary and the Health Benefits Booklet, the provisions as defined in the Health Benefits Booklet and Endorsements will govern. Covered benefits are subject to review for medical necessity. Plan year is defined from July 1 through June 30.

DEDUCTIBLES, MAXIMUMS	AN HMO MEMBER PAYS	HMO
DEDUCTIBLES, MAXIMUMS Annual Deductible Out-of-Pocket Maximum/ per plan year Maximum Lifetime benefit	N/A N/A Unlimited	
PREVENTIVE CARE Routine Physical Examination Routine Childhood Immunizations Well Child Care Routine Gynecological Exam (one per plan year, no referral necessary) Mammograms Prostate Cancer Screening	\$0 \$0 \$0 \$0 \$0 \$0	
ROUTINE VISION CARE Routine Exam (one per calendar year for all ages, no referral necessary) Discounts Available for Eyewear	\$10 per visit	
HEARING TESTS	\$10 per visit	
OTHER PHYSICIAN SERVICES Office Visits and/or Office Surgery Maternity Care	\$10 per visit \$10 per visit (initial visit only)	
OUTPATIENT DIAGNOSTIC TESTING Radiology and Laboratory Services	\$0 (Some tests require prior authorization.)	
HOSPITAL CARE Inpatient Services Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies Newborn Care	\$0 (Inpatient admissions and some outpatient procedures require prior authorization.)	
EMERGENCY & URGENT CARE Hospital Emergency Room Urgent Care Facility <i>(Medically Necessary and Worldwide)</i>	\$50 per visit (waived if admitted) \$25 per visit	

BENEFITS		HMO
<p>MENTAL HEALTH/SUBSTANCE ABUSE</p> <p>OUTPATIENT</p> <p>INPATIENT</p> <p>DRUG/ALCOHOL ABUSE <i>(diagnosis, detox, rehab, and medical treatment)</i></p>	<p>AN HMO MEMBER PAYS</p> <p>\$10 copay per visit</p> <p>\$0 (prior authorization required)</p> <p>\$0 (prior authorization required)</p>	
<p>PRESCRIPTION DRUGS</p> <p>Through participating pharmacies</p>	<p>\$5 generic/\$15 preferred brand name/\$35 non-preferred brand name drugs</p> <p>Maintenance (90 day supply) available only through mail order for one copy. (prior authorization required for some drugs)</p>	
<p>PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES</p> <p>OUTPATIENT: short-term rehab, up to 60 visits per person/per plan year; includes PT, OT, ST and cardiac rehab (combined maximum)</p> <p>INPATIENT</p>	<p>\$10 per visit</p> <p>\$10 per visit</p> <p>\$0 (prior authorization required)</p>	
<p>CHIROPRACTIC CARE</p> <p>20 visits per person/per plan year (no referral necessary)</p>	<p>\$10 per visit</p>	
<p>ACUPUNCTURE*</p> <p>12 visits per person/per plan year (no referral necessary)</p> <p><i>*Coverage based on CIGNA's medical guidelines.</i></p>	<p>\$10 per visit</p>	
<p>DURABLE MEDICAL EQUIPMENT</p>	<p>20%</p>	
<p>EXTERNAL PROSTHETIC APPLIANCES</p>	<p>20%</p>	
<p>OTHER BENEFITS</p> <p>ORAL SURGERY <i>(accidents only)</i></p> <p>REMOVAL OF BONEY IMPACTED WISDOM TEETH</p> <p>SKILLED NURSING CARE <i>(100 days maximum per person/per plan year)</i></p> <p>AMBULANCE <i>(if medically necessary)</i></p> <p>BLOOD TRANSFUSIONS</p> <p>HOME HEALTH SERVICES</p> <p>HOSPICE</p>	<p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$0</p>	
<p>GOOD FOR YOU ! BY SCHOOLCARE Health and Wellness Incentives, Employee Assistance Program</p>	<p>Covered</p>	

**SCHOOL CARE
SUMMARY OF BENEFITS**

Benefits outlined below are intended only as a general summary. All benefits are subject to the terms and conditions of your Health Benefits Booklet. In the event of any inconsistency between this summary and the actual provisions of the plan, the provisions as defined in the Health Benefits Booklet and Endorsements will govern. Covered benefits are subject to review for medical necessity. Out of network payments to providers are based on reasonable and customary charges. Subscriber is responsible for charges above reasonable and customary. Plan year is defined from July 1 through June 30.

DEDUCTIBLES, MAXIMUMS	BENEFITS	
	Open Access Point of Service (In Network; No Referrals Necessary)	Open Access Point of Service (Out of Network)
Annual Deductible Out-of-Pocket Maximum per plan year Maximum Lifetime benefit	A POS MEMBER PAYS N/A N/A Unlimited	A POS MEMBER PAYS \$300/person; \$600/family per plan year \$900/person; \$1,800/family per plan year Unlimited
PREVENTIVE CARE Routine Physical Examination Routine Childhood Immunizations Well Child Care Routine Gynecological Exam (one per plan year) Mammograms Prostate Cancer Screening	\$0 \$0 \$0 \$0 \$0 \$0	Not Covered Not Covered Not Covered Deductible, then 20% to the max. Deductible, then 20% to the max. Deductible, then 20% to the max.
ROUTINE VISION CARE Routine Exam (one per calendar year for all ages) Discounts Available for Eyewear	\$10 per visit	Not Covered
HEARING TESTS	\$10 per visit	Not Covered
OTHER PHYSICIAN SERVICES Office Visits and/or Office Surgery Maternity Care	\$10 per visit \$10 per visit (initial visit only)	Deductible, then 20% to the max. Deductible, then 20% to the max.
OUTPATIENT DIAGNOSTIC TESTING Radiology and Laboratory Services	\$0 (Some tests require prior authorization.)	Deductible, then 20% to the max. (Some tests require prior authorization.)
HOSPITAL CARE Inpatient Services Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies Newborn Care	\$0 (Inpatient admissions and some outpatient procedures require prior authorization.)	Deductible, then 20% to the max. (Inpatient admissions and some outpatient procedures require prior authorization.)
EMERGENCY & URGENT CARE Hospital Emergency Room Urgent Care Facility (Medically Necessary and Worldwide)	\$50 per visit (waived if admitted) \$25 per visit	\$50 per visit (waived if admitted) \$25 per visit

Point of Service (Open Access)

BENEFITS	Open Access Point of Service (In Network; No Referrals Necessary)	Open Access Point of Service (Out of Network)
	A POS MEMBER PAYS	A POS MEMBER PAYS
MENTAL HEALTH/SUBSTANCE ABUSE OUTPATIENT INPATIENT DRUG/ALCOHOL ABUSE <i>(diagnosis, detox, rehab, and medical treatment)</i>	\$10 copay per visit \$0 (prior authorization required) \$0 (prior authorization required)	Deductible, then 20% to the max. (prior authorization required for inpatient admissions)
PRESCRIPTION DRUGS Through participating pharmacies	\$5 generic/\$15 preferred brand name/\$35 non-preferred brand name drugs. Maintenance (90 day supply) available only through mail order for one copay. (prior authorization required for some drugs)	Through participating pharmacies. See previous column.
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 visits per person/per plan year; includes PT, OT, ST and cardiac rehab (combined maximum in and out of network) INPATIENT	\$10 per visit \$0 (prior authorization required)	Deductible, then 20% to the max. Deductible, then 20% to the max.
CHIROPRACTIC CARE 20 visits per person/per plan year; combined max. in and out of network	\$10 per visit	Deductible, then 20% to the max.
ACUPUNCTURE* 12 visits per person/per plan year; combined max. in and out of network <i>*Coverage based on CIGNA's medical guidelines.</i>	\$10 per visit	\$10 per visit
DURABLE MEDICAL EQUIPMENT	20%	Deductible, then 20% to the max.
EXTERNAL PROSTHETIC APPLIANCES	20%	Deductible, then 20% to the max.
OTHER BENEFITS ORAL SURGERY <i>(accidents only)</i> REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE <i>(100 days maximum per person/per plan year)</i> AMBULANCE <i>(if medically necessary)</i> BLOOD TRANSFUSIONS HOME HEALTH SERVICES HOSPICE	\$0 \$0 \$0 \$0 \$0 \$0 \$0	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year. (limited to 40 visits per person/per plan year)
GOOD FOR YOU ! BY SCHOOLCARE Health and Wellness Incentives, Employee Assistance Program	Covered	Covered