AGREEMENT

BETWEEN

FRANKLIN SCHOOL DISTRICT

AND

FRANKLIN CUSTODIANS

AFSCME AFL-CIO

JULY 1, 2011

TO

JUNE 30, 2013

AGREEMENT

This agreement is entered into as of this 6th day of June, 2011, by and between the Franklin School District Board, hereinafter called the "Board", and the American Federation of State, County, and Municipal Employees, affiliated with the AFL-CIO, hereinafter called the "Union".

WITNESSETH

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 I
PURPOSE AND INTENT

1.1 The purpose of the Board and the Union in entering into this labor Agreement is to set forth their agreement on rates of pay, wages, hours of work and other conditions of employment, as provided in RSA 273-A, so as to promote orderly and peaceful relations with the Board's employees, to achieve uninterrupted operations and to achieve the highest level of employee performance consistent with safety, good health and sustained effort and to maintain the highest level of service to the Board and the educational community of Franklin.

ARTICLE II
UNION RECOGNITION

2.1 The Board hereby recognizes the Union as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, in accordance with the certification issued by the State of New Hampshire Public Employees Labor Relations Board.

2.2 The term "employee" as used in this Agreement applies to all full-time maintenance and custodial employees of the Franklin School District, but excluding head custodian and other supervisory employees as provided in Chapter 273-A:8, Paragraph Two (2), and excluding all other employees.

2.3 Upon execution of this Agreement, if either party desires to review eligibility lists, such may be done between the Board and the Union within ninety (90) days following the signing of this Agreement.

2.4 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 at any time within five (5) working days prior to the expiration date of this Agreement.

2.5 The Union shall post notices on appropriate bulletin boards thirty (30) calendar days prior to the expiration date of this Agreement, to advise employees of their right under Section 2.4 above.

ARTICLE III
MANAGEMENT RIGHTS

3.1 Except as otherwise specifically modified in this Agreement, the direction of Department operations and the determination of methods and means by which such operations are to be conducted shall be the exclusive function of the Board and Management. All rights and responsibilities not specifically modified by this Agreement shall remain the function of Management and the Board and in accordance with the provisions of RSA 273:1:XII.

3.2 The parties recognize the right of the Union to represent employees and to file grievances with respect to wages and other matters set forth in RSA 273-A.

ARTICLE IV
UNION ACTIVITIES

4.1 The Board will not interfere with, restrain or coerce its employees because of membership or activity on behalf of the Union, as defined in this Agreement. The Board will not discriminate with respect to hiring, tenure of employment or any term or condition of employment against any employee because of membership in, or activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union.

4.2 There shall be no Union activity on Board time except that which is necessary in connection with the conduct of negotiations under RSA 273-A in the processing of grievances, and such shall be at no loss of pay.

4.3 The Board, when possible, will authorize three *(3)*days off during a contract year, without loss of time or pay for the union president or designee to attend a union affiliated convention or other union business such as conventions, conferences, seminars, and/or training sessions. The Union shall notify the Board no less than twenty (20) days in advance of such proposed convention or other such union related events. The supervisor may waive the twenty (20) day notice requirement at his/her discretion.

ARTICLE V
NO STRIKE CLAUSE

5.1 The Board and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The

Union agrees, therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by neither this Agreement, nor any instigation thereof during the life of this Agreement, and the Board agrees that there shall be no lockout.

ARTICLE VI
SENIORITY

6.1 The first sixty (60) days of employment shall be considered a trial period to permit the Board to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The Board may discharge any probationary employee without such discharge being subject to the Grievance and Arbitration Procedures of this Agreement. Once a full-time employee has completed their initial sixty (60) day trial period they shall not be subject to the provisions in sections 6.1 and there shall be no trial period when transferring from one lateral assignment to another.

6.2 Seniority, for purposes of this Agreement, shall mean continuous service.

6.3 Continuous service shall be calculated from date of first employment or re-employment following a break in continuous service in accordance with Section 6.4 of this Article.

6.4 Seniority for all purposes shall be terminated for any of the following reasons:

A. Voluntary quit;

B. Discharge for just cause (as provided in Article VII of this Agreement);

C. Failure to notify the Board of his intent to return to work within four (4) working days after notice of recall is given; reasonable exceptions to these time limits may be agreed to in cases of proven sickness or injury to the employee;

D. Absence for three (3) consecutive working days without reporting to the Board, unless impossible to do so;

E. Failure to report for work at the end of a leave of absence or extension thereof;

F. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months, unless extended by mutual agreement for medical reasons.

6.5 When decreasing the work force or recalling after layoffs, seniority and past employee performance review reports shall be the determining factors whether the rehired employee can satisfactorily perform the job in question.

6.6 An employee shall not forfeit seniority during absences caused by:

A. Illness resulting in total temporary disability due to his/her regular work with the Department involved, certified to by an affidavit from Workman's Compensation carrier.

B. Illness not the result of his/her misconduct, resulting in total temporary disability, including maternity, certified by a physician's affidavit every three (3) months.

6.7 The preparation of a Seniority Roster shall be the responsibility of the District. The seniority list will be drawn up and posted twice a year at all schools in January and July subject to modification(s) of appropriate changes.

ARTICLE VII
DISCIPLINE AND DISCHARGE

7.1 An employee who has completed his probationary period shall not be suspended, disciplined or discharged except for just cause.

7.2 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied. When an employee is inefficient, has excessive lost time or excessively poor workmanship, he may be subject to appropriate discipline, including suspension without pay or discharge. In addition to any verbal warning, Director of Buildings and Grounds shall give at least one (1) written warning notice of the specific complaint against such employee with a copy of same to the Union. This would not apply in an emergency/crisis situation where immediate removal from campus is warranted. Refer to 7.3.

7.3 While on duty, causes for immediate discharge include proven theft, proven intoxication, being under the influence of illegal drugs, insubordination, incompetency, conviction of a felony, failure to perform assigned duties, failure to observe rules and regulations, and unauthorized absence from duty. For the purpose of this section, insubordination shall mean disobedience to authority.

7.4 All suspensions and discharges must be stated in writing with reason(s); and a copy given to the employee and the Union at the time of suspension or discharge. Notice of appeal from discharge or suspension must be made to the Superintendent in writing within eight (8) days from date of such notice. If the Superintendent and the Union are unable to agree as to a settlement of the case, then it may be appealed to the Grievance and Arbitration Procedures of this Agreement.

7.5 If an employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee. If a written reprimand is given, a copy will be sent to the Union President.

7.6 Upon discharge, the Board shall pay all money due the employee within twenty-four (24) hours of such discharge. Upon quitting, the Board shall pay all money due the employee on the payday following such quitting.

7.7 The service record of an employee, disciplined under the provisions of this Article, shall be cleared after a period of one (1) year, if disciplined under Section 7.2.

7.8 Just cause, for purposes of this Agreement, shall mean that the evidence supports the action.

7.9 Employees who are determined to have been improperly discharged under this Article 7, shall have their seniority restored.

ARTICLE VIII
GRIEVANCE AND ARBITRATION PROCEDURE

8.1 DEFINITION

A grievance for the purpose of this Agreement, is a complaint against the Board by an employee, or in the case of a class action grievance, by the Union in behalf of any group, with respect to the interpretation and/or application of a provision or provisions of this Agreement. The Board shall also have the right to file grievances under the Article.

8.2 A grievance must be filed within thirty (30) working days of its occurrence or when the employee should have known of its occurrence.

8.3 It is the intention of the parties that grievance be settled at the lowest possible step.

8.4 For the purpose of this procedure, one (1) workday (Saturdays, Sundays, & Holidays excluded) shall mean twenty-four (24) hours, following receipt of a grievance or an answer to a grievance.

8.5 PROCEDURE

Step 1. Within three (3) days of receipt of a formal grievance (written) the Director of Buildings and Grounds, whichever is appropriate shall meet with the employee and a Union Representative if requested by the employee. The Director of Buildings and Grounds will give his answer within five (5) working days. If no satisfactory settlement is reached at this Step, then within five (5) working days of receipt of the Director of Buildings and Grounds answer, the grievance will be reduced to writing and submitted to Step 2. If an action taken by the Building and Grounds Director is the cause of the grievance, said grievance may by-pass this Step 1 and proceed immediately to Step 2 as outlined on the next page.

Step 2. Within five (5) days of the receipt of the grievance the participants of Step 1 and the Superintendent will meet and examine the facts of the grievance. The Superintendent will give his/her answer within five (5) working days. If no satisfactory settlement is reached at this Step with the Superintendent then the matter may be referred to the Franklin School Board. If the action taken by the Superintendent is the cause of the grievance, said grievance may by-pass this Step 2 and proceed immediately to Step 3 as outlined below.

Step 3. Within ten (10) working days of a grievance being referred to this Step, the School Board will hold a hearing with the participants and examine the facts of the grievance. The School Board will thereafter, within ten (10) working days of such hearing, give its answer. If the grievance is still not settled, the matter may be referred to arbitration as set forth in Step 5 of this procedure.

Step 4. Except as otherwise provided in this Article VIII, if the grievance remains unsettled then the matter may be referred to arbitration Either party, shall have the right to refer to an impartial arbitrator any difference concerning the interpretation and application of this Agreement which have not been satisfactorily adjusted by the Steps established in the Grievance Procedure. The impartial arbitrator shall be appointed by mutual agreement of both parties and, if the parties are unable to agree within fifteen (15) working days upon the selection of an impartial arbitrator, the dispute shall be referred to the American Arbitration Association for disposition under its voluntary rules and procedures.

The arbitrator's power and authority shall be limited to interpretation and application of the provisions of this Agreement and he shall have no power or authority to add to, subtract from, alter, or modify any of the provisions of this Agreement. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expense of the arbitrator.

8.6 The arbitrator shall render his/her award in writing within thirty (30) working days from the date of the final hearing covering the grievance(s) referred to his/her. Extensions under this section shall require mutual approval.

8.7 General grievances may be introduced at Step 2.

8.8 Time periods specified in this procedure may be extended, in writing by mutual agreement.

8.9 No monetary claims, such as back wages, fringe benefits, etc., by an employee covered by this Agreement, or by the Union against the Board shall be valid for a period prior to the date the grievance was first discussed with the employer under the provisions of this Article VIII.

8.10 Saturdays, Sundays and Holidays are excluded in computing the time limits specified in this Article.

8.11 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance(s).

8.12 The following matters are excluded from the arbitration provisions, but not from the grievance procedures of this Agreement:

A. Economics, which are the prerogative of the City Council, i.e., additional funds as set forth in Section 16.7 of Article XVI.

B. Management prerogatives as set forth in this Agreement and as provided and interpreted in RSA 273.

C. School Board Policy.

8.13 The matters which are grievable but not arbitrable under the provisions of this Article VIII may be referred only through Step 5 and in such matters the decision of the School Board shall be final and shall not be subject to the Grievance and Arbitration Provisions of this Agreement.

ARTICLE IX
HOURS OF WORK AND OVERTIME

9.1 The parties recognize that employees' daily and weekly schedules and assignments are based on the Board's operating requirements and are subject to change.

9.2 Except as otherwise provided in this Agreement, nothing contained in this Article shall be construed as a guarantee of hours of work per day, or per week, or days of work per week.

9.3 The normal work week shall be forty (40) hours per week scheduled in five (5) consecutive days-- Monday through Friday.

9.4 The normal daily work hours shall be eight (8). Meal periods may not exceed one-half (1/2) hour and shall be unpaid.

9.5 Reasonable overtime requirements may be an exception to the normal work day or work week. Time and one-half (1-1/2) shall be paid to eligible employees as follows:

A. Hours worked in excess of forty (40) hours in any one (1) week.

B. Hours worked on a designated holiday or on a day designated as a holiday by the School Board to replace a holiday on which school is scheduled. Work on a holiday on which school is scheduled for which another day has been designated as the holiday will be paid at a regular time.

C. Hours paid for but not worked shall be counted in determining overtime liabilities.

D. Double time (2) shall be paid for all hours between 12:00 a.m. Sunday through 12:00 a.m. Monday.

9.6 The Board will distribute overtime among the qualified employees by seniority and by building.

9.7 Wages, vacations, holidays, and any other employee benefits set forth in this Agreement, shall be calculated on a proportional basis using eight (8) as a base and paid if applicable at the employee's rate of pay at that time.

9.8 No part-time employee shall be assigned to overtime work until all regular full-time employees shall have had the opportunity for such assignment.

9.9 It shall be the duty of employees to make themselves available during the course of emergencies. Deliberate refusal without justification may result in disciplinary action. Emergencies shall be determined by the Superintendent of Schools or his/her designee.

9.10 When an employee is to work in a higher paid classification, he shall be paid the higher rate for as long as he is assigned to any such classification.

9.11 When a second shift employee works the day shift, he/she shall receive his/her usual premium rate. This provision shall not apply to the summer recess. Unless the employees are required to respond to an emergency, the second shift employees shall be allowed a minimum of ten hours off before reporting to work on the day shift. It is understood and agreed that the day of Franklin High School's graduation will be the day outside of the ten hour restriction because all custodial staff are needed to set up for graduation.

9.12 When a Holiday falls on a pay day, pay checks shall be made out, dated for and distributed the day before the Holiday. It is understood by the Franklin Custodians' Union provided that the "SAU 18 office staff" has the time and that their workload will permit this to occur and that it is not illegal nor against fiscal accounting rules and regulations of the New Hampshire Division of Revenue Administration (DRA).

ARTICLE X
COMPENSATION

10.1 Effective January 1, 1981, the wage classification structure set forth in Appendix B is attached hereto.

10.2 When employees are required to use their personal auto for school business, then they shall be compensated at the rate of twenty eight cents ($0.28) per mile. If any group in the District has their rate of compensation increased above .28/mile, then the custodians' rate shall be increased to the same rate. Mileage shall be paid once a month to employees who have filled out appropriate forms.

ARTICLE XI
HOLIDAYS

11.1 The parties recognize thirteen (13) paid holidays as follows:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Civil Rights Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day before Christmas
Labor Day	Day before New Year
Columbus Day	

11.2 The Board reserves the right, in its sole discretion, to schedule certain holidays at times other than their respective occurrence(s) when, in its judgment, such is in the best interest of the School District's need.

11.3 Eligible employees covered by this Agreement shall receive holiday pay based upon their straight time earnings for eight (8) hours provided the employee works on the scheduled day before and after said holiday unless on an excused absence.

11.4 Employees who are required to work on a designated holiday shall be compensated as outlined in Article IX, Section 9.5B.

11.5 Except as provided in Section 11.2 of this Article XI, whenever a holiday falls on a Sunday, it shall be observed on the following Monday. Whenever a holiday falls on a Saturday, it will be celebrated on the preceding Friday. Whenever State and Federal observances are in conflict, the Board shall determine which observance is applicable for the purposes of this Article.

11.6 When a paid holiday occurs during an employee's vacation, he/she shall be paid for the holiday in addition to his/her vacation pay, or the holiday. Such time off shall be taken at a time when it will not conflict with schedules of the Board.

ARTICLE XII
LEAVES OF ABSENCE

12.1 PERSONAL LEAVE OF ABSENCE

A) Employees with one (1) year or more of continuous service may, upon prior written notice to the Board when possible, be granted a leave of absence for good cause, and such leave may be extended for like cause. Employees shall receive no salary while on personal leave. Their rate of pay will be subject to any general increase or decrease in salary rates that may become effective during the leave. Employees shall be returned to the job held just prior to such leave, subject to employment conditions existing at the time of return.

B) Employees accepting employment or conducting a business outside of the Board during a leave of absence, or an extension of such leave, shall be terminated from the employment of the Board and shall lose all seniority rights.

C) The Board shall provide to the Union a report of all employees on extended personal leave of absence, together with the dates of expiration of such leave.

12.2 BEREAVEMENT LEAVE

A) The Board will permit up to three (3) days absence with pay because of the death of an employee's father, mother, wife, husband, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, foster parent, foster child, step parent, step child, grandparent, and grandchildren, significant other of the employee's household and the same relatives of the employee's spouse.

B) The Board will permit up to one (1) days absence with pay because of the death of an employee's aunt, uncle or cousin and the same relatives of the employee's spouse.

C) Such pay will be based upon eight (8) hours pay at the employee's regular hourly rate.

12.3 JURY DUTY LEAVE

A) The Board recognizes that it is the duty of every citizen to serve on a jury when requested by the local, State or Federal authorities. The Board will allow eight (8) hours pay at straight time at the employee's regular rate for each day of jury service, less the amount of compensation paid by the Court for such service.

B) The employee shall provide the Board with a statement of his/her earnings, excluding mileage, from jury service. When jury service is completed, the employee is required to report to work. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service.

12.4 MILITARY LEAVE OF ABSENCE

A) Military leave of absence shall be granted by the Board in accordance with existing State and Federal statutes.

B) An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service, based on the employee's regular daily rate.

12.5 SICK LEAVE

A) Full-time Employees shall be granted one-one quarter (1.25) days per month, cumulative up to fifteen (15) in any one (1) year, sick leave pay at the applicable pay rate. Employees shall be entitled to accumulation of sick leave up to a maximum of one hundred (100) days. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount no smaller than one hour. Employees shall be given a $ 500 bonus if less than one sick day is used during the course of the contract year. A new employee must be an employee of record as of July 1st in order to be entitled to this bonus.

B) The District shall 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 employees and the balance of sick days shall be reported on each pay check stub.

C) After three (3) days of absence, the employee may be required to present a physician's statement. The immediate supervisor or Board may request medical evidence from the Board's physician whenever they feel it is necessary or appropriate and the Board shall pay the cost of such examination.

D) The parties acknowledge and understand that they are bound to comply with the provisions of the Family and Medical Leave Act of 1993 (P.L. 103.3) (FMLA).

12) Custodians may use up to fifteen (15) days sick leave in any contract year to care for immediate family members how are suffering medical and health emergencies. Immediate family means spouse, parent, child, step-child, brother, sister and same relative of spouse.

13) The Board agrees to establish a sick leave bank to cover custodians in the event of along-term illness. The sick leave bank shall be administrated by a committee composed of three (3) members, one each representing the Board, Administration and Union, hereafter called the Sick Bank Administrative Committee. Members shall serve for one (1) year, or until their successor is appointed. The Sick Bank Administrative Committee shall meet when requests are made. A majority of the members present shall constitute a quorum and a majority vote of those members and voting shall decide all questions. Telephone conferences may constitute a "meeting".

Custodians wishing to be covered agree to donate one (1) sick day annually to be deposited in said bank, such days to be deducted from the custodian's annual sick leave. The sick bank will be carried over from one year to the next, but shall not accumulate more than 100 days. The Chapter Chair of the union shall receive a semi-annual account of the number of days available in the sick bank and a list of the employees contributing. Members may enroll as soon as they have two sick leave days to contribute. Each succeeding fiscal year shall be a new enrollment period. The new enrollment period shall be July 1 to July 15. Employees who are hired after July 15 shall be permitted to enroll as soon as they have two days to contribute to the Bank.

Members shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided they have exhausted all of their accrued sick leave and provided they have contributed to the Bank.

Upon presentation of satisfactory medical evidence of disability of illness to the Administrative Committee and approved by said committee, a member may be granted up to thirty (30) additional days of sick leave. Should the member still be disabled after this time, he/she may request an additional thirty (30) days maximum. Withdrawal from sick bank cannot be used to extend FMLA beyond 12 weeks in any school year.

12.6 The Board will permit up to three (3) days absence with pay for personal reasons. Said leave shall be used at any time provided the employee gives a minimum of forty-eight (48) hours advanced notice. This advanced notification requirement may be waived at the immediate supervisor's discretion in an emergency. In an emergency situation advanced notice may be waived by the immediate supervisor.

12.7 OTHER LEAVES

Except as provided herein, leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the Board.

ARTICLE XIII
VACATION

13.1 Each permanent full-time employee covered by the Agreement shall be entitled to paid vacation benefits in accordance with the following schedule:

SERVICE	VACATION AND PAY
Six (6) months, but less than 12 months from date of hire	One Week
1 year but less than 3 years	Two Weeks
3 years but less than 7 years	Three Weeks
7 years but less than 15 years	Four Weeks
15 years or more	Five Weeks

13.2 The Board is under no obligation to provide work for employees entitled to no vacation. Senior employees shall have the preference in selecting the time they wish to take their vacation.

13.3 Vacation due in any vacation year must be taken from July 1 to June 30. Vacations will not be allowed to accumulate.

13.4 Vacation pay shall be equal to the normal weekly straight time pay of the employee as set forth in Article IX of this agreement.

13.5 Employees will request vacation (both in terms of date and duration) at times which do not conflict with the operations requirements of the Board. Request for 1 week or more shall be approved or disapproved in writing within two (2) weeks of such request.

13.6 Upon retirement or resignation with two weeks notice by the employee, or in the event of his/her death, earned vacation time and pay shall be included in all final wage payments. Earned vacation time shall include all unused vacation that was entitled to the employee on July 1st and that earned from July 1st to date of severance on an accrued basis. In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

13.7 Any employee who is laid off, or is retired, shall be entitled to vacation and vacation pay to the date any such action occurs, in accordance with the schedules and eligibility requirements contained in this Article.

13.8 Vacation eligibility shall be calculated as of July 1st of any year for continuing employees. Vacation benefits shall accrue as of July 1st of each calendar year and will not accumulate from year-to-year. For new hires vacation eligibility shall be calculated from the date of hire and available after six months as accrued

13.9 Vacation benefits to which employees may be entitled prior to the signing of this Agreement shall not be reduced; thereafter, all employees shall accrue vacation benefits as set forth in this Article XIII.

ARTICLE XIV
REPORTING AND CALL-IN-PAY

14.1 An employee who is scheduled to report for work during his/her normal week and who does report ready for work in accordance with his/her schedule, shall be guaranteed, as a minimum, four (4) hours straight time pay at his/her regular hourly rate provided he/she has not been previously notified before the conclusion of his/her previous day's work not to report.

This Section shall not apply where the Board's failure to provide work is because an employee refuses available work or because of circumstances beyond the Board's control.

14.2 An employee who is called in to work outside of his/her regular schedule shall be guaranteed, as a minimum, three (3) hours at one and one half (1-1/2) times his/her regular hourly rate. An employee who is scheduled to work outside of his/her regular schedule on overtime hours shall be guaranteed, as a minimum, three (3) hours at one and one half (1 ½) times the hourly rate.

14.3 In recognition of the difficulties imposed on the Board through failure of employees to comply with work schedules, an employee reporting late for, or absenting himself/herself from work without just cause shall be subject to discipline in accordance with the provisions of this Agreement. Employees shall, before starting time, or as early as practicable thereafter, give notice to the Board whenever they are to either report later or absent themselves from work.

14.4 The Board shall provide time clocks for employees to record their daily time record. Each employee shall punch in and out in order to report time worked for purposes of pay. No employee shall record time for another employee. Violations of this Section 14.4 shall be subject to appropriate disciplinary action.

ARTICLE XV
SAFETY CONDITIONS AND OCCUPATIONAL INJURY

15.1 Employees shall immediately, not later than the end of their shift, report any and all defects of equipment. Such reports shall be made on forms supplied by the Board. The employee shall retain a copy of any such report.

15.2 Employees shall be required to report immediately any accident and any physical injury sustained to their immediate supervisor within twelve (12) hours. In addition to reports required by law, employees shall file an accident report (on forms supplied by the Board) at the end of their shift and shall turn in all available information including names and addresses of witnesses to the accident. Failure by any employee to comply with the provisions of this Section 15.2 shall be the subject of appropriate disciplinary action.

15.3 The parties agree to establish a Safety Committee composed of three (3) members of the bargaining unit approved by the Union and three (3) members appointed by the Administration, approved by the Board, who may meet once every ninety (90) days for the purpose of reviewing safety.

15.4 If any employee is required by the Board to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Board. The cost of maintaining the uniform or protective clothing and/or equipment in proper working conditions (including tailoring, dry cleaning and laundering) shall be paid by the Board. The determination for the application of this Section shall be made exclusively by the Board.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

16.1 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, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

16.2 The Board and the Union agree that there shall be no discrimination as a result of membership or non-membership in the Union, and that all practices, procedures and policies of the Board shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color,

religion, national origin, sex, domicile, sexual preference, or marital status. The Union shall share equally with the Board the responsibility for applying this provision of this Agreement.

16.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

16.4 The Board agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Board representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union consistent with this Agreement.

16.5 The names of employees selected as local officers and names of other Union representatives who may represent employees shall be certified in writing to the Board.

16.6 The Board will comply with all State and Federal statutes affecting employees covered by this Agreement.

16.7 Any agreement reached shall be reduced to writing and signed by the Board and the Union. Any agreement reached, which requires the expenditure of additional public funds for its implementation, shall not be binding upon the Board unless the necessary appropriations have been made by the Franklin City Council. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement.

16.8 The Board agrees to provide bulletin boards which shall be located in close proximity to the time clocks.

ARTICLE XVII
INSURANCE

17.1 Subject to the provisions of Paragraph 5 of Appendix C of this Agreement, the Board agrees to maintain in effect an insurance plan for employees covered by this Agreement so long as they remain on the Franklin School Board payroll. See Appendix C attached hereto.

17.2 Except as provided in Paragraph 5 of Appendix C attached hereto, the Board will not itself pay the insurance benefits but will obtain policies or contracts from insurance companies which will administer said benefits.

17. 3 The District may change health insurance providers as long as the new plan is reasonably equivalent to the current plans provided, which are the BC3T5RDR-R$3/15M$1 and MTB5-R$3/15M$1. The District shall give advance notice of its intent to change providers in order to allow the Union the opportunity to determine that the new plans are reasonably equivalent.

Except as provided in Paragraph 5 of Appendix C, participation in any of the benefits set forth in Appendix C of this Agreement shall be subject to such eligibility requirements of the respective insurance carrier and any disputes which arise in this respect shall be between the said carrier. The employee shall have no recourse to the Board in any such matter.

ARTICLE XVIII
DUES DEDUCTION

18.1 Subject to the provisions of Article II, Section 2.4, the District agrees to deduct from each union member the current dues 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. Except that, if an employee has no check coming to him/her or the check is not large enough to satisfy the assignments, then no collection will be made from said employee for that pay period. The dues deduction form is set forth in Appendix A attached hereto.

18.2 The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board in reliance upon written statements by the Union representatives or by reason of any action taken by the Board for the purpose of complying with this Article.

18.3 Along with the delivery of the dues to the Treasurer of the Union, the District will also deliver a list of all employees who have paid dues for the month.

18.4 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to the this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during he period covered by the remittance.

18.5 Any new employee who chooses not to join the Union shall pay an agency fee. Said fee shall not exceed the dues amount.

ARTICLE XIX
NOTICES UNDER AGREEMENT

19.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Franklin School District, 119 Central Street, Franklin, New Hampshire 03235.

19.2 Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the President, Franklin Custodians, AFSCME-AFL-CIO, at his then current address.

19.3 Either party, by written notice, may change the address at which future notices to it shall be given.

ARTICLE XX
PROMOTIONS AND TRANSFERS

20.1 The District reserves and shall have the right to make promotions primarily on the basis of qualifications, ability and performance of duty, but shall be governed by District seniority where equal qualifications, ability and performance of duty, as determined by the District have been demonstrated.

20.2 Subject to Section 20.1 of this Article XX, 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, and the requirements and pay grade of the job shall be posted in all schools and all employees shall be given five (5) working days to apply for said job. At least one job posting shall be on the Union Bulletin Board. Management shall make its determination to fill such a position within thirty (30) days following any such posting and notify the Union of such determination.

20.3 Employees will be given the opportunity to apply, and be considered for non-promotional openings in other than their own building, on the basis of seniority. To be eligible, an employee must request any such transfer in writing and be capable of satisfactorily performing the duties of any such opening.

20.4 An employee who successfully bids on a different position and obtains it shall remain in that position for six months before moving to or bidding on another position.

ARTICLE XXI
FINAL RESOLUTION

22.1 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

ARTICLE XXII
DURATION OF AGREEMENT

22.1 This Agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2013, and from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail, at least one hundred twenty (120) days prior to the expiration date of this Agreement.

ARTICLE XXIII
PRIVATIZATION OF CUSTODIAL SERVICES

If the Franklin School Board should enter into an agreement with a company to provide custodial services to the Franklin School District, or if the Franklin School Board should enter into an agreement with the City of Franklin for the consolidation of custodial services to be provided by the City of Franklin, the parties agree as follows:

A) This collective bargaining agreement will terminate, and all its terms and conditions be null and void, one hundred-fifty (150) days after the Union receives written notice of the Franklin School Board's intent to terminate this contract.

B) All members of the bargaining unit will be laid off at the time of privatization or consolidation.

C) All members of the bargaining unit will retain recall rights for a period of two (2) years following the privatization or consolidation of such services. However, this recall provision does not require, nor in any way guarantee, employment with the private contractor or the City of Franklin, as the case may be.

D) The union will be notified in advance of the bidding process and will be allowed to bid on any bid specs for privatization released to the public.

- APPENDIX A

DUES DEDUCTION AUTHORIZATION

PLEASE PRINT

BY_____

Last Name First Name Middle Name

TO_____

Name of Employer/Department

Effective _____, I hereby request and authorize you to deduct from my earnings
date

each_____an amount sufficient to provide for the regular payment of the_____
Payroll Period

current rate of monthly union dues established by AFSCME, Local Union No._____, Council No. _____. The amount shall be certified by Local Union No. _____, Council No.____, and any change in such amount shall be so certified. The amount deducted shall be paid to the Treasurer of Local Union No.___, Council No. AFSCME. This authorization shall remain in effect unless terminated by as provided in this Agreement.

_____ _____

Employee Signature Street Address

APPENDIX B
WAGE CLASSIFICATION PLAN

WAGE RANGE

YEAR	MINIMUM	MAXIMUM
7/1/11 - 6/30/12	12.36	14.78
7/1/12 - 6/30/13	12.48	14.93

1. Newly hired employees may be hired below the minimum range set forth above, but must move to the then current minimum by the end of their probationary period.

2. All employees covered by this Agreement shall receive wage increases during its term as follows:

Effective July 1, 2011 1% increase per hour in addition to their then current base hourly rate (excluding differentials).

Effective July 1, 2012: 1 %increase per hour in addition to their then current base hourly rate for each year thereafter of the contract (excluding differentials), and

In addition, employees who have completed their probationary period and whose wage rate is below the then current maximum set forth herein, shall each six (6) months for as long as they remain below said maximum, receive a wage increase of thirty-five ($0.35) per hour or such lesser amount as will take any such employee to reach said maximum.

3. Employees who are employed as a Maintenance person shall, in addition to their regular wage rate, receive an additional dollar ($1.00) per hour over the base rate.

4. Employees who are assigned to work a shift will, in addition to their regular wage, receive an additional sixty cents ($.60) per hour for second shift and seventy cents ($.70) per hour for third shift for as long as they are assigned to any such shift.

5. Normal shift starting times shall be as follows:

1st shift	-	6:30 A.M.
2nd shift	-	3:00 P.M.
3rd shift	-	11:30 P.M.

6. Shift differentials are applicable to the following "single" holidays if they occur during the work week and not on weekends: Labor Day, Columbus Day, Veterans' Day, Presidents' Day, Civil Rights Day, and Memorial Day.

7. The Superintendent may hire and place new employees within the wage ranges set forth above at his/her discretion, but with due regard to rates paid to employees already in the system who have the same duties and responsibilities. In any event, the Superintendent shall make the final determination.

8. Employees assigned by the School Board to cover for the Buildings and Grounds

Supervisor in the absence of such supervisor shall be paid at a daily rate as delineated on 0 step of the Administrative Agreement.

9. In the event that the Franklin governing body grants a wage increase higher then the Custodians have accepted the wages of the custodians shall be increased to the higher rate with the same effective date. The only group this will not apply to is the Franklin support staff local 3158.

APPENDIX C
INSURANCE

1. HEALTH INSURANCE

A) Health insurance premiums shall be paid by the District as follows:

	1st yr	2nd yr.	
a.	85%	85%	of single plan;
b.	75%	80%	of a two person plan;
c.	70%	75%	of a family plan.

B) The difference between the maximum contribution set forth in (A) above and the actual cost to the Board to provide the coverage selected will be payroll deducted from an appropriate number of payroll periods by the Board. The amounts of payment calculated hereunder shall be based on the premium costs of the Blue Choice Health Insurance Plan.

C) Employees may elect not to take health insurance provided by the District if they can show proof of alternate health insurance coverage. In lieu of District provided health coverage an employee shall receive an annual payment of seven hundred $ $950.

2. DENTAL INSURANCE

A) The Board agrees to provide dental insurance equivalent to Northeast Delta Dental, Plan AB, and the Board agrees to contribute the single member cost.

B) Employees may select single, two (2) person or family coverage.

C) The difference between the two (2) person or family coverage selected in (B) above and the single member cost borne by the Board in (A) above will be payroll deducted from an appropriate number of payroll periods by the Board.

3. LIFE INSURANCE

A) The Board agrees to provide a $25,000 term life policy including Accidental

Death and Dismemberment, the cost of which will be paid by the Board.

B) Employees shall elect at least one beneficiary of the policy.

4. EXCLUSIVE RIGHT

The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Appendix C, including the right to self insure; however, the Board shall not have the right to diminish any of the benefits provide herein.

5. RETIREMENT

All bargaining unit employees retiring who are at least 55 years of age during their last year of employment and have worked for the Franklin School District for twenty (20) or more years will receive a severance bonus of three-quarters (.75%) percent in the first year of this agreement and an additional one quarter (.25%) percent in the second year of this agreement for each year of service in the Franklin School System computed on the final year's salary. Employees wishing to take advantage of the retirement severance bonus will notify the District of their intention to retire on or before December 1st of the year previous (18 months) to their final fiscal year of employment. Employees have the right to appeal to the Franklin School Board to waive the eighteen month (18) advance notice in the event of unforeseen circumstances.

GRANDFATHER CLAUSE

Three permanent part-time employees Gerald Cushing, David Simpson, and Peter McLaughlin are entitled to all rights and benefits as full-time employees provided they do not have a break in employment status.

IN WITNESS WHEREOF, The parties have executed this Agreement on this 6thday of June, 2011 as of the date and year first written above.

FRANKLIN SCHOOL BOARD

AMERICAN FEDERATION OF STATE COUNTY, AND MUNICIPAL EMPLOYEES, AFFILIATED WITH AFL-CIO

BY _____
Board Chairman

BY _____
Superintendent

BY _____
Business Administrator

BY _____
President

BY _____
Chief Negotiator

BY _____
Executive Director

_____
Negotiating Committee

_____
Negotiating Committee

_____
Negotiating Committee

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