

HOPKINTON SCHOOL DISTRICT

JULY 1, 2009 – JUNE 30, 2014

CONTRACT BETWEEN

TEAMSTERS LOCAL NO. 633 OF NEW HAMPSHIRE FOR THE  
HOPKINTON SCHOOL DISTRICT CUSTODIANS

&

THE HOPKINTON SCHOOL DISTRICT

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PREAMBLE

The Hopkinton School District (hereinafter the "District") represented by the Hopkinton School Board (hereinafter the "Board") being the board of education for the Hopkinton School District, and its employees represented by the Teamsters Union No. 633 of New Hampshire (hereinafter the "Union") join in this agreement.

The Hopkinton School District and the Teamsters Union recognize that the parties are expected to treat each other with the respect and consideration which is ordinarily expected and practiced by persons in their relations with each other.

THIS AGREEMENT is made and entered into on this first day of July, 2009 and between the Board acting for the District and the Union.

WITNESSETH:

WHEREAS pursuant to RSA 273-A the Board has the authority to bargain in good faith with the union as the representative of the custodians of the district included in the unit as set forth in Article I, the Recognition Clause, and

WHEREAS it is understood that this agreement shall not preclude the parties from informally communicating with each other or members of either group, and

WHEREAS the parties have reached certain understandings which they desire to confirm in the Agreement.

ARTICLE I  
RECOGNITION

The Board agrees to recognize the Union as the sole and exclusive bargaining agent in the matter of wages, hours, and other conditions of employment for all custodians employed by the above named Public Employer.

The term custodian includes regular full-time and regular part-time custodians, as well as the Day and Night Supervisor positions.

ARTICLE II  
DURATION OF CONTRACT

This contract goes into effect July 1, 2009 – June 30, 2014.

The terms of this contract shall continue if the parties are involved in any aspect of negotiations.

ARTICLE III  
NEGOTIATIONS PROCEDURE

Negotiations shall begin no later than October 15 of the last year of the current contract. It is the responsibility of the Teamster Local No. 633 of New Hampshire to notify the board of their desire to begin negotiations. Ground rules for negotiations shall be set by the two parties at the first negotiations meeting.

Both parties agree to freely exchange ideas, proposals and counter proposals, and negotiate in good faith.

Any part of the negotiations agreement which is found to be contrary to law will not be binding on either party.

In the event impasse is declared by either party, the guidelines established under RSA 273-A shall be followed.

#### ARTICLE IV SENIORITY

Seniority shall be defined as follows:

1. There will be two (2) separate groups designated for seniority. Full time and part time.
2. No regular part time employee will have seniority over a full time regular employee.
3. Date of hire of continuous, regular service will be used to establish seniority within their respective group.
4. No probationary worker will be considered as part of the seniority system.
5. No part time employee who becomes a regular full time employee shall be placed ahead of any regular full time employee already on the seniority roster.

#### ARTICLE V ASSIGNMENT/TRANSFERS

Custodians are hired to work for the Hopkinton School District not a specific school. Assignments can change at any time, for any reason.

1. The Superintendent of Schools, or designee, shall make all assignments and transfers within the District.
2. Assignments shall be for the forthcoming school year, subject to reassignments, if necessary, by the Superintendent or designee.

“If notice is made by May 1 of the school year by the Superintendent or designee, all custodial staff will be required to work the day shift (with no evening shift differential) during the summer break time frame.”

The employee and the District's designee will discuss, at least two weeks prior to the reassignment, the reasons and the scope of the reassignment.

Such reassignments shall be considered as involuntary. However, refusal to accept such a transfer shall subject the employee to disciplinary action, up to, and including termination.

The parties recognize that transfers shall not be used in place of a normal disciplinary process.

3. A vacancy shall be defined for purposes of this article as a position presently unfilled, a position currently filled but which will be open in the future, or a new position.
4. Prior to involuntary transfer of any custodian, the Superintendent, or designee, shall consider any volunteer to fill said vacancy.
5. A vacancy which exists within the district will be posted by the Superintendent, or designee, for ten (10) calendar days, except in the case of emergency. The vacancy notice will include the job title, job description and requirements for the position.

ARTICLE VI  
HOURS OF WORK, REST PERIOD/COFFEE BREAK AND OVERTIME

6:1 Hours of Work

The regular permanent weekly work schedule shall consist of five consecutive 8 1/2 (eight and one half) hour work days, inclusive of one unpaid 30 (thirty) minute meal period.

Overtime procedures concerning break and lunches will include:

- A 15 minute break will be observed during the first and second hour of an overtime assignment.
- A 1/2 hour unpaid lunch break will be observed during the fourth and fifth hours of an assigned overtime.
- Another 15 minute break will occur during the seventh or eighth hour of an overtime assignment.

As is past practice, you must take your breaks and lunches on-site during the overtime period to remain accessible, if necessary, to those using the facilities.

Custodians will be asked to record that they did or did not take this 1/2 hour lunch/rest period on time cards.

Regular employees at the date of this contract may not involuntarily have their work schedules altered to include weekend days. New hires will work 5 consecutive days which may include one weekend day.

The Superintendent, or designee, shall reserve the right to schedule hours on certain jobs which cannot be performed within the normal work day or work week. The normal clean-up time is 5 (five) minutes before meal period and 5 (five) minutes before the end of each shift. The District reserves the right to alter the clean-up time in cases which, in their opinion, merit change.

Strict observance of working hours is required of all custodians and those who are, in the opinion of management, habitually late, or leave before quitting, or otherwise violate working hours, may be subject to discipline.

#### 6:2 Overtime

Overtime will be calculated as being more than 40 hours a week. These hours include paid sick, holiday, personal, or any other worked or non-worked paid weekly hours.

In any week in which a holiday occurs, the parties recognize that such holidays place an equal burden on all concerned.

No employee shall receive disciplinary action for refusing overtime work if there is a willing employee available to perform such overtime.

Employees who are properly notified and scheduled for mandatory overtime, and refuse such overtime, may be subject to discipline up to and including discharge. All employees will be responsible for providing the District with a current phone number where they can be reached.

1. Custodians will be allowed to volunteer for overtime during the normal workweek, in their assigned buildings, by seniority amongst all custodians.

- A. A sign-up list will be posted weekly, if overtime is available, by noon time on Monday indicating the possibility of overtime.

Posted overtime shall be available on a voluntary basis until Noon on Tuesday of each week. If there are insufficient volunteers to perform the posted overtime then the employee with the least amount of overtime on the books shall be assigned said overtime. Notice of assigned overtime shall be made not later than 1 p.m. on Wednesday. In situations where the overtime requirement could not be foreseen by the District the parties agree that the posting and assignment of such overtime shall not be bound by the time constraints referenced above. Grievances relating to the assignment of overtime as the result of insufficient notice as referenced above shall only be entertained if the Union can substantiate that the District has acted in an arbitrary or capricious manner.

- B. The first overtime of the school year (July 1 through June 30) will be assigned to the most senior employee who volunteers to work. If no employee volunteers to work, that overtime will be assigned to the least senior employee.

- C. For all other overtime, the employee who volunteers for said overtime with the lowest amount of overtime worked in the current school year will be scheduled first.
- D. If there are an insufficient number of employees volunteering for such weekly overtime, then the Superintendent, or designee, will schedule such overtime to the employee with the least amount of overtime hours worked in the building.
- E. As a result of weekday absenteeism, the District may solicit volunteers, from the regular employees, in the following fashion:
  - 1. The custodian, within the building affected by the absenteeism, with the least amount of overtime hours worked within the District would be asked first.
  - 2. If sufficient custodians do not volunteer, within the effected building, to replace said absenteeism then the district may solicit "outside" the effected building on the basis of the least amount of overtime hours worked within the district.

The parties agree that the District shall not be required to leave any building totally unmanned as a result of this procedure, and may, if necessary go to the next volunteer outside the building with the lowest hours, within the District, to find absentee replacement/s.

- F. Overtime hours worked, or charged, within a school year will be zeroed out every July 1 of each school year.
  - G. The District will post the overtime hours summary by the 7th day of each month from September through June.
2. Custodians will be allowed to volunteer for overtime on Saturday, Sunday and Holidays on a District-wide basis.
- A. When such overtime is necessary, the same procedure outlined in section 6.2:1 A-E above shall be utilized to schedule said overtime.
  - B. Custodians who are assigned overtime as a result of events that are not regularly scheduled during the work week, such as sporting events, community functions, or other such events, not related to the normal work schedule, may be required to perform, normal custodial job duties including painting and window washing, to a maximum of 75% (seventy-five percent) of the actual time scheduled for the particular event.

ARTICLE VII  
ATTENDANCE, TIME RECORDS & CALL INTO WORK

6:3 Rest Period/Coffee Break

The work schedule will provide for meal and rest breaks at the work site in accordance with State and Federal laws. Meal break is one half hour and rest breaks/coffee breaks are fifteen minutes in length one in the first half of the shift and one in the second half of the shift.

7:1 Attendance

The custodian is expected to be prompt and regular in attendance at work. As soon as a custodian knows he/she is going to be late or absent, he/she must notify his/her supervisor. Notification will be made to the building Principal/Assistant Principal prior to the scheduled start time of the shift.

If a custodian is absent on the day prior to his/her scheduled overtime, they must indicate their availability for any and all scheduled overtime at the time of reporting the absence. If scheduled overtime cannot be worked due to illness or injury, the affected custodian shall be assigned the next available "assigned overtime" shift.

7:2 Time Records

It is mandatory that the record of each custodian's time worked be accurate. No custodian shall falsify his/her time record or alter or falsify the record of any other custodian. Late arrivals or early departures are to be accurately recorded.

Pay week will be Monday through Friday. Paydays are bi-weekly and on Fridays. There will be a one week delay between last day worked and pay day. Paychecks for the night shift custodians will be distributed Thursday afternoon whenever possible.

Time cards will be calculated to the nearest 15 (fifteen) minutes, rounding up or down from 7 (seven) minutes. No custodian will work more than 8 (eight) hours a day without prior approval of the Superintendent, or Designee. Breaks will not be recorded on time cards.

7:3 Call Into Work

Any custodian called into work for emergency reasons at any time other than his/her regular shift shall receive at least three hours pay at the prevailing overtime rate.

It is the responsibility of the employee to provide a current telephone number where they can be reached. Failure of employee to provide District with a current telephone number shall not subject the District to the grievance procedure.

ARTICLE VIII  
PROGRESS REVIEWS, PROMOTIONS & ANNUAL RAISES

8:1 Progress Reviews & Promotions

There are several prime requisites for success on your job.  
They are:

1. Punctuality.
2. Adherence to job description
3. Willingness to cooperate with supervisors and other employees on the job.
4. Ability to work quickly, efficiently, neatly and quietly.

A Hopkinton School District approved job description will be given to each custodian at the beginning of each school year and reviewed by the employee and his/her supervisor. It is understood by both the employee and his/her supervisor that a safe and clean educational environment is the goal of the Hopkinton School District and its custodial employees. All new custodians will be considered probationary for the first 90 (Ninety) continuing calendar days. The probationary period of an employee may be extended an additional 30 days for good cause. In a case involving discipline within the probationary period, the District shall notify the Local Union in writing. It is agreed that action for termination during the probationary period shall be at the full discretion of the Hopkinton School District without union review. Custodians employed more than six months will receive a performance review annually or at other intervals as may be required as a result of a personal job performance.

8:2 Annual Raises

1. Annual wage increases, including designation as Head Custodian, may be granted to each employee on a contract year of July 1 to June 30.
2. The parties have agreed that the custodians at the Hopkinton School District SAU # 66 shall be allowed to perform certain "light maintenance tasks" associated with their normal duties.

Nothing in this agreement is intended to allow the custodians to perform electrical, plumbing, or HVAC duties that are historically assigned to a qualified maintenance man or subcontracted to a qualified or licensed entity.

The custodians shall be limited to such things as hanging of pictures/posters, etc., the occasional building of bookshelves and other duties that would not require specific skills or qualifications normally associated with certified maintenance men.

Further, no custodian shall be disciplined for errors or lack of quality as a result of these new "light maintenance" tasks as they clearly are outside the job descriptions associated with the work force.

Any specific issues that may arise out of the appropriateness of "light maintenance" tasks shall be resolved by the Superintendent of Schools, the Business Administrator and the President of the Local Union.

### 8.3 Head Custodian

The Head Custodian assignment will be on an annual basis beginning July 1. In the event that such assignment is not to be renewed based upon job performance, the custodian will receive written notification addressing concerns, as well as strategies for improvement, not less than 60 days prior to June 30. If the determination is made to remove the rate of pay as Head Custodian, the Head Custodian may appeal the decision to the Superintendent of Schools. The appeal will not be subject to the grievance procedure.

## ARTICLE IX LEAVES/VACATIONS/HOLIDAYS

### 9:1 Vacations

Vacation time shall be 15 (fifteen) working days per school year (July 1 - June 30) for incumbent employees at the signing of the 1993 agreement. All new hires from that date will have 10 (ten) working days per school year (July 1 - June 30) for the first 5 (five) years and 15 (fifteen) days after 5 (five) years of continuous employment. A custodian's first year of vacation time shall be calculated from date of hire through June 30 - prorated based on 10 (ten) days per year. Thereafter vacation time shall be calculated at 10 (ten) days for a full year of continuous service.

Vacation time will be accrued at 1.25 days per month for incumbent employees and .833 days per month for new hires. Part-time custodians' vacation time earned will be prorated according to hours worked a day. Accrued unused vacation time shall be paid at time of termination.

Custodians should take their vacations during the summer months, July and August. Vacation time accumulated during the school year ending in June may be taken during the following summer months of July and August, but may not accumulate beyond the end of August. The purpose of providing vacation time is to give custodians an opportunity to get away from the job long enough to rest and return to work refreshed. Therefore, vacation time should not be taken for less than one week unless approved by the Superintendent, or Designee. The District will make the final decision in any and all assignments. The custodians may be allowed to take a vacation during school vacations provided there are enough custodians to cover scheduled work assignments.

Upon completion of the probationary period, custodians shall be credited for such time served in the probationary status toward vacation.

Vacation time will not accrue during unpaid leave of absences.

If a holiday falls within a vacation period, the custodian will be allowed to extend the vacation period by the holiday. A custodian will not receive an extra payment for a holiday that falls within a vacation period.

Vacations will not routinely be approved for the week following the close of school or the week before opening of school.

Upon request, the District shall advance vacation pay to the custodians.

Vacation time must be requested and approved in writing at least three weeks prior to the time to be taken. The written request must also include any request for advance vacation pay. The advance vacation pay will be paid with a separate paycheck and released on the normal regular paycheck date prior to the vacation period.

#### 9:2 Holidays

Only full-time custodians working 40 (forty) hours per week and only those custodians who have completed the first 60 days of probationary period shall be eligible for holiday pay. To be eligible for holiday pay, the custodians must have worked the last scheduled day before, as well as the first scheduled day after the holiday, unless the holiday falls within a vacation or leave period. A custodian cannot receive a holiday pay while on unpaid leave.

All full-time custodians shall be paid the following named holidays:

New Year's Day	Veterans' Day
Fast Day**	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Labor Day	Christmas Eve
Civil Rights Day***	

\*\* Day of Choice

\*\*\* To be taken on School District's day of observance. If school is in session, Civil Rights Day will be a day of choice.

Actual days will be defined on the school calendar. In the event the holiday falls on a weekend or when school is in session, the District shall designate a substitute day for such holiday. In the case of occupational illness or injury, a custodian will be paid for any holiday falling within the first 30 (thirty) days of that illness or injury. Holiday pay shall be paid at the custodians regular straight time rate excluding shift differentials.

### 9:3 Illness

The intended use of this leave is for legitimate illness. Custodians are allowed 13 (thirteen) days per year, accumulative at the rate of 1.083 days per month. Maximum accumulation of sick days shall be 90 (Ninety) days. The District reserves the right to require a doctor's certificate for illnesses of more than three consecutive days or in instances where it is reasonable to prevent improper use of leave.

Accumulated but unused sick leave is not included as part of a custodian's final compensation.

A list of accumulated, but unused sick time shall be given to each employee annually in September of each year.

### 9.4 Personal

3 (Three) of the 13 (thirteen) sick days may be used for personal leave. Personal days do not accumulate from year to year. Personal days may be used for personal reasons, such as religious obligations, a court appearance, or a similar type of personal, business, or family matter of an emergency nature.

Personal days are not to be used as additional vacation time, either separately or as extensions of weekends or established school vacations. Neither are personal days to be used for routine personal or family matters that can normally be scheduled outside of normal work hours. When possible, prior written notification of intent to use personal days shall be given to the Superintendent, or Designee. Personal days are to be deducted from sick leave as used.

### 9.5 Bereavement Leave

In the event of a death in a regular custodian's immediate family (mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, stepfather, stepmother, half brother, half sister, stepbrother, stepsister, brother-in-law, sister-in-law, grandchildren, grandparents and spouse's grandparents) that custodian shall be given three (3) days of leave, and he/she shall be paid at his/her regular straight-time rate for such leave (the terms brother-in-law and sister-in-law shall be limited to the natural brother/sister of the custodian's spouse).

This provision shall be applicable only to custodians who are scheduled to work at the time of and immediately following the death.

### 9:6 Jury Duty

The District agrees to provide a leave of absence for a custodian summoned to jury duty, or subpoenaed as a court witness. Any difference between the jury fee and the custodian's per diem salary will be compensated by the District. Compensation will only

be for time spent in service for the court. If jury duty time is less than a full day, the custodian is expected to return to work for the remainder of the work day.

#### 9:7 Military

The District agrees to provide a leave of absence without pay for a custodian summoned to military duty. Leave will only be approved upon presentation of official notification from the armed forces of said military duty.

#### 9:8 Child Bearing

The District agrees to grant child bearing leave as provided by law.

#### 9:9 Medical

The District may grant an extended leave of absence without pay to a custodian who must undergo extended medical treatment. Leave, if granted, shall be for that period of time recommended by the physician, not to exceed the end of the contract year, but may upon application be renewed to a second contract year. At the end of the second year, all obligations shall cease if a custodian still is unable or unwilling to return.

#### 9:10 FMLA

The employer agrees to grant the benefits provided by the Family and Medical Leave Act (FMLA) to all eligible employees. Leave under this section shall be considered non-paid leave. Nothing in this section shall be construed as depriving an employee of any rights that they may already have. Accrued paid leave may be substituted for unpaid leave taken for FMLA. Accrued paid leave means any paid leave which the employee is entitled to take when the FMLA leave commences. Substituted paid leave shall be paid as set forth in this agreement. The provisions of this section are in response to the Federal Act and shall not supersede any State or local law which provides for greater employee rights.

#### 9:11 Lost Time Due to Bad Weather or Other Emergency Conditions

Custodians with approval of their school Principals, Superintendent or designee, may be excused from their regular assigned duties, without pay, due to inclement weather or other emergency conditions. The criteria used for approval for work release will be school closings, early release, delayed opening or other emergency conditions during non-school work hours. If power is lost for over an hour, custodians should leave work if outside lighting is not enough to allow for work to continue.

The work hours lost will be without pay. The work hours lost may be made up and paid within the current, or following pay period. No lost work hours can be made up later than two weeks from the date of the time lost. At no time will made up lost work hours be paid at an overtime rate.

9:12 Other

The District may grant a leave of absence for any other reasons it deems appropriate.

ARTICLE X  
WARNING AND TERMINATION PROCEDURE

Upon completion of the 90 (Ninety) day probationary period each custodian should know the District Policies and what is expected of him/her in relation to his/her job performances as stated in the job description.

The right of the Hopkinton School District to discharge, suspend, or otherwise discipline in a fair and impartial manner for just and sufficient cause is hereby acknowledged by the union.

Whenever a custodian is discharged, suspended or otherwise disciplined, the custodian involved will be notified in writing of such discipline and the reason thereof. Whenever a custodian is discharged, suspended or otherwise disciplined, the custodian and the Union shall be notified, in writing, within twenty-four (24) hours of such discharge, suspension or other disciplinary action and the reason therefore. Notification to the Union Steward and/or the local Union President shall satisfy the provisions of Union notification.

No disciplinary action, written notice of which has not been given to the Union and the custodian, shall be considered for any subsequent disciplinary action. Written and oral discipline which has been given to an employee more than 12 (twelve) consecutive months prior to the current act shall not be considered for any subsequent disciplinary action unless the employee had been previously suspended for a similar act.

Discipline will be in the form of:

1. Oral reprimand.
2. Written reprimand with an acknowledged copy to the custodian.
3. Suspension
4. Termination

The severity of the disciplined action may result in suspension or termination without following the order of the process listed above. Discipline involving termination/suspension must have approval of the Superintendent, or designee.

The Union retains the right to grieve such discipline under the grievance procedure.

ARTICLE XI  
GRIEVANCE PROCEDURES

- A. A grievance is defined to be a claim by a custodian or a group of custodians that there has been a violation, or misinterpretation, of this contract. The purpose of this Grievance Procedure is to facilitate resolution of the problem at the lowest administrative level possible.
- B. The term "days" when used in this article shall, except where otherwise indicated, mean school days except from the end of one school year to the beginning of the following school year when it shall be Monday through Friday, excluding holidays.
- C. Any grievant may discuss the grievance with his/her immediate supervisor in an attempt to resolve the matter informally at that level. If as a result of the discussion, the matter is not satisfactorily resolved, the grievant may proceed to Step 1 of this procedure.
- D. Any grievance must be filed on a grievance form, a copy of which is attached, within 7 (seven) calendar days of the time that the grievant first becomes aware or should have become aware of the grievable action.
- E. A grievant may be represented at all stages of the Grievance Procedure by himself/herself in conjunction with the Union/Shop Steward as he/she chooses. When a custodian is not represented by the Union, the Union shall be notified by the custodian and the Superintendent or his/her designee, in writing, at the time the grievance is submitted to the Superintendent that the grievance is in process. The Union shall be notified by the Superintendent in advance of any hearing and shall have the right to be present and state its position if requested to do so by the individual or the Board. The Union shall receive a copy of all written decisions. Any resolution of a grievance shall not be inconsistent with the terms of this agreement.

Step 1: Administrative Supervisor

The grievant whose grievance has not been resolved by Step C shall within 10 (ten) working days submit his/her grievance in writing through the Union, to the Administrative Supervisor. Within 10 (ten) workdays of receipt of the written grievance, the Administrative Supervisor and the grievant, the Superintendent, or Designee, and a representative of the Union shall meet to resolve the grievance. The Administrative Supervisor shall answer in writing within 10 (ten) workdays after this meeting. The Administrative Supervisor shall, upon request to the Union, be entitled to an extension of 10 (ten) days if circumstances require further investigation. If the grievant is not satisfied with the resolution of the grievance, he/she may within 10 (ten) workdays go on the Step 2 of the Grievance Procedure.

## Step 2: Superintendent

The grievant whose grievance has not been resolved by Step 1 shall within 10 (ten) working days submit his/her grievance in writing, through the union, to the Superintendent. Within 10 (ten) workdays of receipt of the written grievance, the Administrative Supervisor and the grievant, and a representative of the Union shall meet to resolve the grievance. The Administrative Supervisor shall answer in writing within 10 (ten) workdays after this meeting. The Administrative Supervisor shall, upon request to the Union, be entitled to an extension of 10 (ten) workdays if circumstances require further investigation. If the grievant is not satisfied with the resolution of the grievance, he/she may within 10 (ten) workdays go on to Step 3 of the Grievance Procedure.

## Step 3: School Board

The grievant whose grievance has not been resolved by Step 2 shall within 10 (ten) workdays submit in writing his/her grievance, through the Union, to the School Board. Within 20 (twenty) workdays of receipt of the written grievance, the School Board, the Superintendent, the grievant, the Administrative Supervisor, and a representative from the Union shall meet to resolve the grievance. The School Board shall answer, in writing, within 10 (ten) workdays after this meeting.

It is understood that any custodian grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect shall have been duly determined.

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

The Board shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files and shall not be forwarded to a prospective employer.

It is agreed that time is of the essence under this Article, and if any time limit set forth in this Article is not complied with, the grievance will be automatically decided against the party who fails to comply with such time limits unless an extension of time is mutually agreed upon in writing prior to the expiration of such a time limit. Approval of requests for extension of time shall not be unreasonably withheld.

ARTICLE XII  
SMOKING POLICY

It is the policy of the district that no person shall be permitted to smoke on school grounds. School grounds include both inside the school buildings and the outside property belonging to the School District. This is in effect during school hours, custodian work hours and during all school sponsored events and all public buildings within the School District.

ARTICLE XIII  
MOTOR VEHICLE ACCIDENTS

Custodians involved in motor vehicle accidents while on District business must report such accidents to their supervisor as soon as possible.

ARTICLE XIV  
PERSONAL DATA

It is vital that the District be informed whenever a custodian has a change of personal data. Changes such as marriage, divorce, additional dependents, new address, new telephone number or a new person to notify in case of an emergency should be reported to the SAU Office in writing.

ARTICLE XV  
DEDUCTIONS

1. Credit Union

The District will provide a check-off for Credit Union deposits.

2. Union Dues

The District agrees to deduct from the pay of all custodians covered by the agreement, the regular dues, initiation fees, and general assessments and agrees to remit to said Local Union all such dues, provided that the Union delivers the District a written authorization, signed by the custodian, irrevocable for 1 (one) year or expiration of this Agreement, whichever shall occur sooner. The Union shall certify to the District each month, in writing, those who have authorized such deductions. The dues to be deducted each month and remitted to the Secretary-Treasurer of Teamster Local.No. 633 of New Hampshire, PO Box 870, Manchester, NH 03105. The District shall remit such deductions to the Local Union not later than the twentieth (20th) of the month.

3. Political Action Contributions

The District agrees to deduct contributions to D.R.I.V.E from the wages of those employees who have voluntarily executed a form to authorize such deductions. Such forms shall be supplied by the Union.

The District shall remit such deductions to the Local Union not later than the twentieth (20th) of the month.

ARTICLE XVI  
WAGES

		2009/10	2010/11	2011/12	2012/13	2013/14
Day Rate	0-3 years	\$15.36	\$15.66	\$16.04	\$16.44	\$16.89
	4-6 years	\$15.51	\$15.82	\$16.20	\$16.61	\$17.06
	7-9 years	\$15.67	\$15.98	\$16.36	\$16.77	\$17.23
	10+ years	\$15.82	\$16.14	\$16.53	\$16.94	\$17.41
Night Rate	0-3 years	\$15.78	\$16.10	\$16.49	\$16.90	\$17.36
	4-6 years	\$15.94	\$16.26	\$16.65	\$17.07	\$17.54
	7-9 years	\$16.10	\$16.42	\$16.82	\$17.24	\$17.71
	10+ years	\$16.26	\$16.59	\$16.98	\$17.41	\$17.89
Head Custodian	Shift differential of \$1 per hour or 5% of assigned shift rate, whichever is greater.					
Supervisors Day Rate	0-3 years	\$18.75	\$19.12	\$19.58	\$20.07	\$20.62
	4-6 years	\$18.93	\$19.31	\$19.78	\$20.27	\$20.83
	7-9 years	\$19.12	\$19.51	\$19.97	\$20.47	\$21.04
	10+ years	\$19.32	\$19.70	\$20.17	\$20.68	\$21.25
Night Rate	0-3 years	\$18.88	\$19.26	\$19.72	\$20.21	\$20.77
	4-6 years	\$19.07	\$19.45	\$19.92	\$20.41	\$20.98
	7-9 years	\$19.26	\$19.64	\$20.12	\$20.62	\$21.18
	10+ years	\$19.45	\$19.84	\$20.32	\$20.82	\$21.40

Raises become effective upon anniversary date of hire.

Probationary period will be 90 days unless otherwise modified by the Superintendent of Schools for previous experience.

16:4 Longevity Payments

Longevity payments will be paid in the payroll period following the anniversary date of hire. Part time custodians receive a pro-rated amount.

7-10 Years of Service	\$150
11-15 Years	\$250
16-20 Years	\$450
21 and Over	\$650

## ARTICLE XVII BENEFITS

### 17:1 Health & Dental Insurance

The District shall provide all custodians employed as of 7/1/03 with health insurance options which include Anthem Blue Cross/Blue Shield Comp 100, Anthem Blue Cross/Blue Shield Blue Choice Three Tier, or Anthem Matthew Thornton HMO, subject to the co-payment schedule and employee contributions as described below. The custodian may choose single membership, two-person, or family membership in one of the options. As of 7/1/03 custodians may only select from the plans of Anthem BC/BS Blue Choice Three Tier or Anthem Blue Cross Matthew Thornton HMO or equivalent plans offered and agreed upon between parties to this contract. An employee choosing Anthem BC/BS Comp 100 prior to 7/1/03 may elect to retain this.

The District's contribution to the health insurance plan options available to custodians will be:

- BC/BS Comp 100 – 87% premium (Custodian premium cap of \$1,950 2009-2014);
- BC/BS Blue Choice “Three Tier” – 87% premium (Custodian premium cap of \$1,500 2009-2014);
- Anthem BC/BS Matthew Thornton HMO or equivalent – 92% premium (Custodian premium cap of \$900 2009-2014).

The District will pay 100% for a single dental insurance for those employees covered by this collective bargaining agreement. The District will pay that dollar amount toward the purchase of the 2 person and the family plan.

17:2 Life Insurance \$25,000

17:3 FICA In accordance with Federal Law.

17:4 Workers' Compensation Insurance/Unemployment Compensation Insurance

The District participates in providing Workers' Compensation benefits according to New Hampshire statutes in case of injury incurred during the course of employment. Custodians must notify their supervisor immediately in the case of work related injury by completing the "Employer's First Report of Injury or Occupational Disease" form from the Department of Labor.

#### 17:5 Retirement

All custodians who work 35 or more hours per week in accordance with State law.

#### 17:6 Long Term Disability Insurance

66% of salary to a maximum of \$5,000 per month payments, continued to age 65. There is a ninety (90) calendar day elimination period.

District payment of insurance benefits shall continue through the end of the month in which a custodian terminates employment with the District, or is placed on unpaid leave. A custodian shall have the right to remain on the District's group insurance plans at the group rate, at his/her own expense in accordance with State and Federal law.

#### 17:7 Work Shoes

The District will provide an annual stipend of \$125.00 per employee for the purchase of work shoes or other footwear as deemed appropriate by the District.

#### 17:8 Protective Clothing

The District will provide one set of protective clothing at each school for the custodians responsible for snow and ice removal. The type of protective clothing will be a joint decision of the District and employee. The clothing will be replaced as necessary. This set will include bib overalls and chore coat and will not exceed \$175.00 per set.

### ARTICLE XVIII RESERVATION TO VOTERS ON FINANCIAL MATTERS

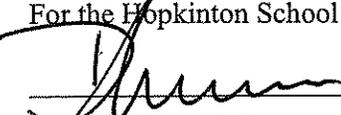
The Board and custodians agree to support mutually agreed to settlements before the voters of the District. However, any agreement reached herein which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless, and until, the necessary appropriations have been made by the voters. In the event the voters shall not approve the District Budget as proposed by the Board, the agreements herein shall be void, and the Board and the Union shall resume negotiations.

IN WITNESS WHEREOF the parties have hereunto set their names by their officer duly authorized.

DATE: MARCH 3, 20 09

For the Hopkinton School District

For Teamsters Local No. 633



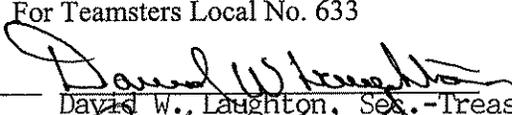
Jim M. Fuller



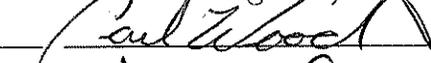
John J. Rank



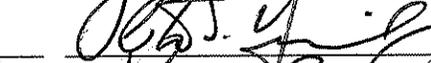
David W. Laughton



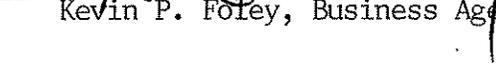
David W. Laughton, Sec. - Treas.



Paul Wood



James Carr



Kevin P. Foley, Business Agent