LEONARD MORRIONE

High School

AGREEMENT

Between the
Londonderry School Board
NH S.A.U. # 12

And the

American Federation
Of
State, county and
Municipal Employees
(Custodians)

Local 1801

July 1, 2011 – June 30, 2014

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ARTICLE I
JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

1.1.1 The Board reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with the applicable laws and regulations to direct and manage all activities of the School District.

ARTICLE II
DEFINITIONS

2.1 "District" shall mean the Londonderry School Administrative Unit or its legal successor. The ultimate decision-making power of the District rests with the School Board, while the Superintendent of Schools exercises administrative authority.

2.2 "Designated Administrator" shall mean the management person (s) to whom supervisory authority over custodians is delegated by the Superintendent.

2.3 "Union" shall mean Local 1801 of the American Federation of State, County and Municipal Employees, Council 93 of the AFL-CIO.

ARTICLE III
RECOGNITION

3.1 The District recognized the Union as the exclusive bargaining agent of all permanent Custodian I, Custodian II, Grounds, and Building Maintenance who work twenty (20) or more hours per week on a regular basis.

3.2 Benefits mentioned in this Agreement such as holidays and sick leave shall apply to full-time employees who work forty (40) or more hours per week on a regular basis, and part-time employees who work twenty (20) or more hours per week on a regular basis and shall receive pro-rated benefits.

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

ARTICLE IV
HOURS OF WORK, OVERTIME AND OTHER CONDITIONS OF EMPLOYMENT

4.1 Hours of Work:

A. For employees in the bargaining unit as of the date of signing of this agreement:

The normal work week will begin no earlier than 10:00 a.m. Sunday, third shift, and end no later than 2:00 a.m. Saturday, second shift, and shall consist of five (5) consecutive days at straight time pay. The normal workday will consist of up to eight (8) hours of work in any one-day at straight time pay. The third shift hours will normally begin no earlier than 10:00 p.m. Monday and normally end no later than 9:00 a.m. Saturday. The second shift hours will normally begin no earlier than 1:00 p.m. Monday and normally end

no later than 2:00 a.m. Saturday. The first shift hours will normally begin no earlier than 6:00 a.m. Monday and normally end no later than 5:00 p.m. on Friday.

B. The Board has the right to assign shifts within the above limits. The Board also has the right to assign shifts, which exceed the above shifts by up to one (1) hour after providing the Union with thirty (30) days notice and an opportunity to discuss the change (s).

The Board may create and advertise positions with different shifts, for example four (4) days of ten (10) hours each, provided that any such new positions will be posted and prior to offering the positions (s) to new applicants, first consideration will be given to persons already employed by the District at that time.

4.2 Overtime:

A. Overtime will be offered on a rotating seniority basis by school. Employees are expected to work a reasonable amount of overtime and in the event that all employees refuse a specific overtime assignment, the employee at the bottom of the rotation list must work that time; initial placement on the rotation list shall be by classification seniority.

B. All overtime must be authorized by the Designated Administrator.

C. Overtime will be paid according to the following: double time for Sundays; time and one-half for time worked in excess of forty (40) hours in any one week, and time and one half for hours worked in excess of the regularly scheduled day (eight hours). The *Custodian I* overtime rate shall be based on the Custodian II, Step 1 rate.

D. The School District has the discretion to place part-time custodians on the overtime list. Part-time custodians who are on the overtime list will be entitled to the overtime rate when they work more than their regularly scheduled hours. In case of emergency it shall be the duty of all employees to make themselves available, and refusal to work during such a situation without adequate justification may result in disciplinary action.

4.3 Other Conditions of Employment:

A. Unless the District relieves the custodians of this responsibility, custodians are responsible for checking their schools on Saturday and Sunday, for pay as stipulated elsewhere in this Agreement.

B. Employees who travel on school business will be paid an amount per mile equal to that allowed by the Internal Revenue Code. When an employee is asked to make a special trip to work, the minimum pay will be three (3) hours whether straight or overtime rates apply; otherwise, work will be calculated to quarter hours.

C. There shall be two separate rotating overtime lists: (1) Custodial I Rotating Overtime List and; (2) the Custodial II Rotating Overtime List.

1. The Custodial I rotating overtime list shall be prepared from all Custodial I employees that are not otherwise assigned to the Custodial II rotating list. Employees on the Custodial I rotating list may only be called in for emergency

situations, for example, for snow removal, water problems, building damage, etc. The order of the list shall be determined by seniority and school. To be placed on the Custodian II overtime list, any employee included on the Custodial I overtime list, must first be pre-qualified and approved by both the Head Custodian and Facilities Director. The Custodial I rotation list will only be used when the Custodial II rotation list has been exhausted.

2. The Custodial II Rotating Overtime List shall be used first for assigning all overtime. This list shall be comprised of all Custodian II employees and all Custodian I, Step 2 employees who are pre-qualified and approved by both the Head Custodian and Facilities Director The list shall start with the most senior employee and end with the least senior employee. Seniority shall be derived from the employee's hire date.

D. In the event the number of Custodial II positions drops below existing staffing levels as of July 1, 2005, the Custodian I, Step 2 employees shall be removed from the Custodian II Rotating Overtime List and placed on the Custodian I Rotating Overtime List.

ARTICLE V
DUTIES AND RESPONSIBILITIES

5.1 Assignment of Duties:

A. The District may assign duties to each employee from the appropriate list below. The parties acknowledge that the mix of duties will vary from employee to employee and from day to day, between and within shifts and schools, as the need of the School District indicate.

The District does not undertake to assign duties equally; rather the District agrees that it will attempt to equitable match assignments with the capabilities experience of each employee; the Union agrees that the District may assign from the duties listed below a differing mix from time to time and from employee to employee.

B. Both parties agree that this article replaces and supersedes any previous agreement (s), including any agreement which might be inferred from or implied by any past practice.

5.2 Duties of Custodians:

Under general supervision, performs tasks that keep the buildings and grounds clean, safe, and operating efficiently
Sweeps
Dusts
Collects and empties trash containers
Washes and vacuums on a daily basis
Performs minor repairs and checks security of building
Assists in stripping, washing and waxing of floors

5.3 Duties of Head Custodians:

Under the supervision of the Designated Administrator, ensures that the

buildings and grounds are maintained in a clean, sanitary, safe and efficient condition. Supervises subordinates, maintains custodial supplies, checks security of building, and schedules /participates in periodic cleaning activities.
Performs custodial duties as necessary.
Performs minor repairs and maintains equipment.
Monitors and regulates operation of building utilities.

5.4 Weekend Security Checks

A. Unless the District relieves the custodians of this responsibility, a custodian or custodians will check their school facility on weekends for building integrity, weather damage, broken doors or windows or other signs of vandalism, attempted entry or unauthorized use, unusual status of lights or anything else out of the ordinary, and report according to regulation. The check will be thorough, both inside and outside of the facility.

B. Weekend security checks will be assigned on a rotating basis in each school, provided that no employee shall be on the rotation until he or she has worked in an elementary school three (3) months or a secondary school six (6) months or has been approved by the building principal to perform security checks regardless of the length of service at a particular school.

C. The compensation for weekend checks will be a minimum of two (2) hours whether time and one-half or double time rates apply.

5.5 Employee Identification

If the District provides identification insignia to the employees, the employees agree to affix and wear the insignia prominently during working hours and to take reasonable precautions against their loss.

5.6 Residency Requirements

To ensure prompt response to emergencies and snow removal operations, all head custodians and grounds personnel shall live within 30 miles of the District offices. Employees who live outside of the 30 mils as of 10/15/07 shall be grandfathered. Employees may seek an exemption for hardship reasons provided adequate coverage currently exists.

LONDONDERRY SCHOOL DISTRICT
Londonderry, NH 03053

JOB DESCRIPTION

POSITION:	Custodian I
SALARY:	As per Agreement
EDUCATION:	High school education or equivalent
RESPONSIBLE:	Supervisor

Principal Duties:

1. Sweep and mop floors in assigned building areas.
2. Wash windows and glass partitions and polish mirrors.
3. Clean drinking fountains, washbowls and sinks, and toilets.
4. Vacuum and clean carpeting when required.
5. Periodically remove scrap paper and waste and empty trash and recycling containers.
6. Check and change light bulbs.
7. Assist with the moving of furniture and equipment.
8. Maintains corridors, stairways, lavatories and locker rooms.
9. Assist with snow removal when required.
10. Have a working knowledge of required custodial equipment.
11. Aid in emergency cleanups.
12. Perform such other duties as may be assigned by supervisor or head custodian.
13. Performs such custodial duties on an overtime basis as otherwise agreed in paragraph- 4.3 – C.

A. Hourly Rate – See Wage Schedule A

B. All current employees will be continued in current position. Custodian I will be hired only as new hires or as attrition causes an opening.

ARTICLE VI
WAGE RATES

6.1 Custodian I will be hired according to the Wage Scale in Appendix A.

On July 1st of each year the Wage Scale (Appendix A) will be adjusted based on the Boston area Consumer Price Index as of December I of the previous year. The minimum increase will be 2.5% and the maximum will be 4.5%.

The District may hire new employees in the classification of Building Repair Technician, Electrician and HVAC at the rate above the hire rate, but not to exceed that of current employees in that classification.

6.2 Schedules of wage rates for each year of this Agreement are annexed hereto as Appendix A.

6.3 Employees assigned to either the second, third or split shift shall be paid a per hour shift differential as follows:

Split Shift	$.30 per hour
Second Shift	$.40 per hour
Third Shift	$.50 per hour
Supervisor	$.50 per hour

6.4 In the event the Board designates a custodian to perform the duty of shift supervisor on either the second or third shift, the custodian so designated shall be paid an additional amount over his/her regular wage as indicated on the wage schedule.

6.5 The District shall make direct deposit available to all employees.

6.6 All employees covered by this contract will receive bi-weekly payroll checks.

ARTICLE VII
SENIORITY

7.1 For the purpose of this Agreement there shall be three (3) types of seniority; district seniority, district seniority by school and classification.

District seniority shall be the time an employee has been employed by the District.

Classification seniority shall be the time an employee has been employed in a particular job classification.

District seniority shall be the type considered in lay offs, promotions, transfers and vacations.

District seniority by school shall be the type considered in placement on the overtime rotation list.

7.2 Seniority shall not be forfeited for absence caused by physical disability certified by a physician's affidavit, but seniority shall be forfeited for, but not limited to, resignation or disciplinary action, which is not overruled by appropriate authority. An employee shall not lose his seniority due to a layoff.

7.3 The District shall establish and keep up to date a seniority register by school and classification.

7.4 The District shall have the authority and responsibility to determine the number of employees in each school and classification. When and if the district reduces the number of employees in any school or classification, the District shall lay off employees on the basis on District seniority. No employee shall have the right to replace another employee in any higher classification by virtue of District seniority. In the event of a permanent lack of work in any classification, those employees in that classification shall be assigned to the next lowest classification for which they have District seniority and for which they are qualified. Employees so reassigned shall be paid at the hourly rate of pay of the lower classification closest to their current hourly rate. Displaced employees in those lower classifications shall have the same rights of assignment as referred to in this section. Employees who are laid off will have recall rights for 30 months to a position for which they are qualified. An employee laid off and recalled by the Londonderry School District within 30 months of their departure date will not be considered a new hire for placement purposes.

If the laid off employee is notified, by letter sent certified mail to his/her last known address, to return to work, he/she must notify the District within ten (10) workdays from

the date of receipt of his/her intentions to accept the reinstatement to work. The reinstated employee shall report to work within ten (10) workdays from the date the employee gave notice to the District of acceptance. Should the employee fail to contact the District within twenty (20) workdays form the date the certified letter was sent, the employee shall cease to have any rights based on seniority and shall be terminated.

7.5 There shall be a probationary period for newly hired employees of sixty (60) days from date of hire. All of the provisions of this Agreement shall apply to probationary employees, provided however, that probationary employees may be dismissed by the Board at any time at will and such dismissal shall not be subject to the provisions of the Grievance Procedure, Article XI.

ARTICLE VIII
PROMOTIONS AND TRANSFERS

8.1 The District reserves and shall have the right to make promotions and transfers of employees on the basis of qualifications (necessary to perform the duties outlined in Article V, Duties and Responsibilities), ability and performance of duty, but shall be governed by District seniority where two or more applicants are equal in qualifications, ability, and performance of duty.

8.2 Posting: Jobs to be filled through promotion shall be posted on the District Bulletin boards in which the vacancy occurs for a period of five (5) working days, and the Union shall be advised the Board's decision within thirty-five (35) days thereafter.

After an award is made of a promotion the name of the person promoted shall be posted for fifteen (15) working days following said award. Employees may file a grievance within this fifteen (15) day posting period in accordance with the grievance procedure.

Vacancies in management positions which are excluded from the bargaining units shall be posted on the District bulletin boards, provided, however, that appointment to these positions shall not be subjected to the grievance procedure of this contract.

Job posting shall include job specifications, rate of pay, job location, the shift and also if the job is permanent with a permanent rating.

The above procedures shall be followed in all promotions, vacancies and transfers whether temporary or permanent.

8.3 Promotions shall be made from the ranks of regular employees of the District provided they meet the requirements of Section 8.1 of this Article.

8.4 An employee who is promoted to a higher level position shall be placed in a probationary status not to exceed sixty (60) days in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform to the higher-level duties then he/she shall be reduced in status to the same classification, pay grade and pay step as he/she had obtained prior to promotion. An employee promoted to a higher classification shall have the option of returning to his/her original position and original pay rate within the probationary period.

ARTICLE IX
TEMPORARY ASSIGNMENTS

9.1 An employee may be temporarily assigned to the work of any position of the same or lower classification without a change in pay. Upon cessation of such temporary assignments, such an employee shall be restored to his/her original position. Temporary assignments shall not last more than 30 days.

9.2 An employee who works in a higher classification shall be paid according to the lowest step of the higher classification that is above the employee's usual pay beginning on the first full day of the assignment.

9.3 Temporary position assignments shall be made on a rotation basis among the qualified employees who are employed at the school where the vacancy occurs. Posting shall not be required for vacancies less than five (5) workdays in duration. All vacancies in excess of five (5) workdays shall be posted. If notice of the vacancy is received by the District less than ten (10) days in advance of the vacancy occurring, the vacancy may be filed, on an interim basis, until completion of the posting period, provided however, that the remaining portion of the vacancy is filed by the employee selected through the posting process, if different.

9.4 In the event that an employee is temporarily transferred and works over-time or has a holiday such time shall be compensated based on the temporary rate that he/she is receiving and shall not be reduced until the employee returns to his/her original position. Overtime time shall be compensated at time and one-half the temporary rate until the employee returns to his/her original position. Not withstanding overtime for work performed under the normal rotating overtime list shall be paid at the employee's normal rate, not at the temporary rate.

ARTICLE X

LEAVE

10.1 Paid Holidays:

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

New Year's Day
Civil Right's Day
President's Day
Memorial Day
July 4th
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Holidays which fall on Sunday shall be observed on Monday. Holidays which fall on Saturday shall be observed on the Friday preceding the holiday.

All work performed on a designated holiday shall be at the rate of time and one-half over and above the eight (8) hours pay for the holiday for all time worked.

There will be 1:00 p.m. dismissal on the last workday before Thanksgiving Day, Christmas Day and New Year's Day, if it is a non-school day. Employees dismissed for these holidays will be paid for the excused work time.

An employee shall be entitled to the holiday pay referred to in the above paragraphs only if he/she actually works or is entitled to pay for the work day preceding and work day following the particular holiday.

10.2 Maternity:

A pregnant employee who submits to the Superintendent a written opinion from her physician as to the period for which she should be considered disabled, will be paid for that period up to the extent that is covered by her accumulated sick days, or a pregnant employee with at least one year's service to the school district may apply for extended unpaid maternity leave, of up to one year to commence on or before the day the employee absents herself from work due to the onset of labor. Both the application and the approval if granted and any modifications thereof shall be in writing. If the Board grants approval of extended unpaid maternity leave, and if the employee reports for duty at the expiration of the leave, she shall have all rights and benefits to which she was entitled at the time her leave commenced. However, an employee who fails to return at the expiration of her leave will be considered to have resigned. A male employee whose wife gives birth may apply for extended paternity leave, which, if granted, shall likewise be without pay or other benefits, and subject to the same conditions with respect to return from leave. If both husband and wife are employees of the District only one of them may be on such leave at one and the same time.

10.3 Sick Leave:

Sick Leave shall accrue at the rate on .84 days per month for a total of ten (10) days sick leave per year and may be accumulated to one hundred and twenty (120) days as of July 1, 1990.

Additionally, the Londonderry School District will comply with the Family and Medical Leave Act of 1993.

10.4 Vacation:

Employees' anniversary date of hire will be used to determine the amount of vacation time due on the following basis: Ten (10) days after one (1) full year of continuous service and then one (1) day for every additional year of service.

For employees hired after June 30, 1996, annual vacation time shall be determined as follows:

After one year, but less than five years of employment, ten (10) days.

After five years, but less than twelve years of employment, fifteen (15) days.

After twelve years of employment, twenty (20) days.

Vacation will not be taken while school is in session without the advance approval of the Designated Administrator. The schedule shall be set by mutual agreement between the District and the employees.

Seniority by school shall prevail in the selection of vacation time if more than the allocated number of employees seek the same schedule.

Unused vacation days may carry over from year to year, provided however, that employees may not carry over in excess of seventy five (75) days. Any days not used in excess of seventy five (75) shall be lost and the employee shall be compensated for the lost days at the rate of one (1) day for every three (3) days lost. Such compensation shall be made in the last pay period of the year in question. Any employees with more than 75 accumulated vacation days as of July 1, 2002 shall be grandfathered and allowed to accumulate up to the amount of vacation time on the books as of the date this contract becomes effective. Notwithstanding, and in the event the employee is prevented from taking all vacation at the District's request, that employee shall be allowed a one month extension to use the vacation time that would otherwise be lost. At the end of the one month extension period, any remaining vacation time shall be lost and compensated for as set forth above.

10.5 Workers' Compensation

Employees injured at work so as to qualify for Workers' Compensation payment shall be reimbursed as required by law.

10.6 Military Service

Shall be governed by existing law.

10.7 Jury Duty:

If an employee is called as a juror he/she will be paid the difference between the fee received for such service and the employee's normal rate of pay. Evidence of such service and evidence of compensation, must be submitted to the employee's supervisor.

10.8 Temporary Leaves:

A. Death in Immediate Family: Full-time employees shall be allowed a period of five (5) consecutive calendar days absence without loss of pay when there is a death in the immediate family. The immediate family is defined to include, mother, father, spouse, child, or stepchild (provided however, the stepchild must be the child of a current spouse). Three days absence will be allowed for the death of father-in-law, mother-in law, sister, brother or blood relative being in the same household.

Two days shall be granted for death of grandmother, grandfather. Provided however, the employee is only eligible for the time off if he/she attends the

funeral and/or needs the time off to make arrangements for the burial etc.

One day shall be granted for death of the employees' brother-in-law or sister-in-law and grandchild. Provided however, the employee is only eligible for the time off if he/she attends the funeral and/or needs the time off to make arrangements for the burial etc.

B. Special Leave – Non-Payment: In addition to other leaves authorized by this Agreement, the Superintendent of Schools, with the approval of the School Board, may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) work days in any thirty (30) calendar day period.

10.9 Employees will be granted two (2) days of leave with pay per year for personal business reasons. Applications for such leave shall be made forty-eight (48) hours in advance and must be pre-approved by the Director of Buildings and Grounds except in the case of an emergency. Such pre-approval shall not be unreasonably withheld. Personal leave will not be taken on the day before or after a holiday except in case of an emergency.

10.10 Employees shall receive one additional day's pay at the end of each one-half (1/2) year period during which they do not utilize any sick leave and one (1) additional day's pay for non-utilization of sick leave throughout a full year; the intent to be a total of three (3) days additional pay for non-use of sick leave for the full year. The payment will be made within four weeks after the end of the one-half (1/2) year period. The term "full year" means from July 1- June 30.

10.11 Employees retiring from the Londonderry School District after 15 years of service and being at least age 55 within that calendar year shall receive a retirement payment equal to 50% of their current per diem for up to 50 days of unused sick leave. This payment will be made after receipt of their approved retirement from the State of New Hampshire Retirement System.

10.12 Union Administrative Leave

Union members who are delegates to either the AFSCME International Convention, AFSCME Council 93 Convention or the New Hampshire AFL-CIO State Labor Council Convention shall be allowed paid union administrative leave to attend the above-mentioned conventions or other official Union business. The total amount of paid union administrative leave granted to all union personnel shall be limited to thirty two (32) hours. Provided however, only a total of sixteen (16) hours of the paid union administrative leave shall be taken during the regular school year (when school is in session).

ARTICLE XI
INSURANCE

11.1 The Board shall pay part of the premium for Health Insurance through the New Hampshire Municipal Association or mutual accepted carrier for each member of the bargaining unit who subscribes to such coverage.

The district's obligation to pay is as follows: 80% for a Single, 2-Person, and Family Plans (Including all employees hired before 4/1/95)

Those employees eligible for insurance but not participating: $500 rebate. Employees who opt for the rebate of $500 in lieu of medical insurance must first show proof of coverage under another medical insurance plan. Rebate payments shall be made annually the first pay period in June of the school year in which the rebate is earned.

The School Board agrees to provide a full time Londonderry Custodian who is married to another full time Londonderry School District employee who is eligible for health insurance in his or her position at his or her appropriate level, 100% health insurance coverage. Neither employee will be eligible for the $500 rebate.

11.2 In addition, life insurance shall be made available to those who desire it and qualify for it, with coverage in the amount of one (1) times the employee's annual base wages to a maximum of $50,000. Premiums will be paid by the School District.

11.3 The School District will provide dental insurance, consistent with the Northeast Delta Dental Plan for up to $2,000 (Option 3D) of coverage of qualified expenses per year, 100% Coverage A, 80% Coverage B, 50% coverage C, shall be provided as follows:

100% Single Membership
50% Two-Person or Family Membership (after deducting the cost for 100% of a single plan).

Provided however, the employee shall also contribute, in addition to any amount required above, the difference in premium cost between the previously offered $1,000 (Option 3A) plan and the new $2,000 per year (Option 3D) plan. Currently the difference in cost (FY2008 rates listed below) between the new $2,000 plan is as follows:

Single Person:	$2.83 per month
Two Person:	$5.89 per month
Family:	$6.93 per month

The new rate will be posted at open enrollment in May for the upcoming year.

11.4 The School District will provide reimbursement of up to $100.00 per year for eyeglasses or contact lenses. Reimbursement shall only be provided for the employee's own eyeglasses or contact lenses. Payment will be made to the employee after payment by his/her health insurance carrier.

11.5 Short-term disability insurance shall be paid for by the District for all full time permanent employees. Such short term disability shall pay a minimum of 60% of the employee's base wages. Short-term disability shall commence in thirty (30) calendar days from the date the disability occurs. Employees may use sick leave to augment short-term disability payments up 100% of base wages.

The District reserves the right to require at any time during the disability period, an individual medical examination by a physician of management's choice. Such results shall be forwarded to the insurance carrier for review.

11.6 Long Term Disability

The School Board shall provide, at no expense to regular full-time employees, long-term disability insurance covering non-work related accident and illness to commence on the twenty-sixth (26^{th}) week of such illness or injury at sixty-six and two thirds percent (66 2/3%) of the employee's basic salary without deductions. Full coverage is provided until age 65 and then is reduced annually on a revised schedule until age 70 at which time coverage ceases. The District reserves the right to require at any time during the disability period, an individual medical examination by a physician of management's choice. Such results shall be forwarded to the insurance carrier for review.

11.7 Personal Retirement Plan

The School District shall provide, to those who participate in a District approved Tax Sheltered Annuity plan, a 1 to 3-ratio contribution up to an annual Board contribution of $100 per eligible calendar year employee who has been employed by the District on a full time (calendar year) basis for more than five years.

ARTICLE XII
BULLETIN BOARDS

12.1 Bulletin board space shall be provided for Union notices in each school. No Union notice shall be posted until it is submitted to the administration in advance of the posting and has been signed by the Union President or Secretary.

ARTICLE XIII
GRIEVANCE PROCEDURE

13.1 A grievance for the purpose of this Agreement is defined as a complaint by an employee or group of employees that there has been to him/her or them a violation of a specific provision of this Agreement.

13.2 A grievance must be filed within five (5) working days of its occurrence or when the employee by reasonable diligence, should have known of its occurrence. Grievance shall be processed in the following manner:

A. A matter will be discussed orally between the aggrieved employee and the designated Administrator. The Union representative may be present if requested by the grievant (s).
B. If the grievance is not adjusted in (A) above, within five (5) working days, the grievance shall be reduced to writing and may be appealed to the Superintendent of Schools.
C. If the grievance is not adjusted in (B) within ten (10) working days, the grievance may be appealed to the School Board.

D. If the grievance is not adjusted in (C) within twenty (20) working days, the grievance may be taken to arbitration under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding and the cost of the arbitrator shall be borne equally by both parties. All decisions involving wages, wage rates,

hours worked and not worked, shall be retroactive to the date the grievance was initiated in writing.

13.3 The arbitrator shall confine himself to the precise issue submitted to arbitration and shall have no authority to determine any other issue, nor shall he submit observations or opinions which are not essential in reaching the determination of the issue.

ARTICLE XIV
DUES DEDUCTION

14.1 Upon individually written authorization by the Union employee and approved by the Union President, the District agrees to deduct from each Union member so authorized 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. However, if any 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.

14.2 The employer agrees to deduct from the wages of any employee who is a member of the Union a deduction on a weekly basis 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 this provision monthly to the Local 1801 Treasurer together with an itemized statement showing the name of each employee from whose pay such deductions have been made and amount deducted during the period covered by the remittance.

14.3 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 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 the period covered by the remittance.

ARTICLE XV
AGENCY FEE

15.1 For employees of the District, joining and/or remaining members of the Union shall be voluntary.

15.2 Any present or future employees who choose not to join or not to remain members of the Union shall pay to the Union a service charge for the cost of collective bargaining and contract administration. No part of this service charge shall be used for political donations. Said service charge shall not exceed the dues of members, and the Union agrees not to hold the District responsible in any way for problems that may arise in the collection of service charges.

ARTICLE XVI
REGULATIONS

16.1 The District shall have the right to make regulations for its employees during their hours of employment.

16.2 Representatives of the District and the Union may meet once in ninety (90) days or more frequently as may be mutually agreed upon.

16.3 The Union agrees that its members who are employed by the District will comply with the District's rules and regulations. The District agrees to keep available at each school an up to date copy of the regulations and to post new or changed regulations as they become effective. The District agrees that it shall not adopt rules or regulations that would invalidate any portion of this Agreement, and the Union agrees that its member shall obey a rule or regulation until final resolution of any alleged violation of contract terms.

ARTICLE XVII
DISCIPLINE

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

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

17.2 No employee shall be discharged without just cause.

17.3 Any employee may be suspended or discharged for, but not limited to the following reasons:

1. Misconduct during employment
2. Incompetency or inefficiency
3. Failure to perform assigned duties
4. Disobedience of a supervisor
5. Under the influence of unauthorized drugs including alcohol
6. Failure to observe rules and regulations established by the District
7. Conviction of a felony
8. Incompatibility with other employees
9. Unauthorized absences from duty
10. Knowingly submitting false reports
11. Damaging equipment through negligence or carelessness.-
12. Inappropriate conduct involving a minor or possession of child pornography

All suspensions and discharges must be stated in writing with the reason stated and a copy given to the employee at the time of the suspension or discharged.

17.4 Disciplinary action shall be proportionate to the severity of the infraction.

17.5 The personnel record of an employee will be cleared of written reprimand after a period of two (2) years from the date of the reprimand provided there are no infractions of a similar or greater severity during the intervening period. The personnel record of an employee will be cleared of a suspension notice after a period of three (3) years provided there are no infractions of similar severity during the time.

Notwithstanding anything herein to the contrary, any material in the personnel file of an employee that related to claims of sexual abuse, physical abuse or danger to the health, safely and welfare of students or staff, or otherwise would reasonably be deemed to expose the School District to legal liability, may be maintained as part of an employee's personnel file.

17.6 Employees shall be entitled to access to their personnel files after notice has been given to the District Office. Access shall occur within twenty-four (24) hours, excepting weekends and holidays. Nothing that may be used against any employee shall be placed into the personnel file of the employee until the employee is given the opportunity to review it. The employee shall sign it acknowledging that the opportunity to review was given, but such signature shall not indicate agreement with it. The Union agrees that a Union Representative will sign in place of an employee who declines to, notwithstanding any dispute whatsoever, and without delay, upon receipt of a copy thereof. Employees shall have the right to duplicate material in their personnel files, or which is to be place in their files.

ARTICLE XV111
STRIKES AND LOCKOUTS

18.1 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 this Agreement, nor any instigation thereof during the life of this Agreement, and the Board agrees that there shall be no lockout.

ARTICLE XIX
MISCELLANEOUS

19.1 It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understandings between the parties for the contract term, unless the parties mutually agree to modify this Agreement, by an instrument in writing, duly executed by both parties.

19.2 The Londonderry School District will provide copies of the agreement between the Londonderry School District SAU 12 and the A.F.S.C.M.E. county and municipal employees local #1801 to all collective bargaining unit members.

19.3 The Londonderry School District shall provide each member of the Union with five (5) polo style shirts at the start of each year. These shirts shall be of a color mutually agreed to that is distinctive and will assist individuals in readily identifying the employees. These

shirts shall also be embroidered or otherwise labeled indicating the school or district assigned. The employees shall keep these shirts in presentable condition, reasonable wear and tear accepted, and shall be worn at all times while on duty. Failure to wear the shirts as required may result in discipline including, but not limited to, being sent home, without pay, to change into one of the shirts provided.

ARTICLE XX
DURATION

20.1 The contract shall be effective July 1, 2011 through June 30, 2014, or until a successor agreement has been properly negotiated, whichever is later. Written notice of intent to negotiate shall be given at least 150 days prior to, and negotiations shall commence 120 or more days prior to Budget Submission date.

ARTICLE XXI
EDUCATION INCENTIVE REIMBURSEMENT

21.1 The District agrees to provide reimbursement for tuition, books and registration fees to employees who complete approved courses/workshops not to exceed the sum of $660.00 per employee per year.

21.2 Courses/workshops must be work related and approved in advance.

21.3 The reimbursement will be paid to the employee upon presentation of a certificate of satisfactory completion of the course/workshop.

21.4 Reimbursement will be made on a first come first served basis and the District shall not be required to expend in excess of the sum of:

$4,500.00

ARTICLE XX11
MANAGEMENT'S RIGHTS

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.

The phrase "managerial policy within the exclusive prerogative of the public employer" shall be construed to include but shall not be limited to functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction and number of its personnel, so as to continue public control of governmental function.

APPENDIX A
WAGE SCALE

CLASSIFICATION			July 1, 2011
CUSTODIAN/GROUNDS MAINT			
Custodian I	Hire	Hire	$13.71
Custodian I	Step 1	After one year	$14.36
Custodian I	Step 2	After two years	$15.11
Custodian II	Step 1	First Year	$18.55
Custodian II	Step 2	Completion of one Yr	$20.40
GROUNDS MAINTENANCE SUPERVISOR			$26.74
ELEMENTARY HEAD CUSTODIAN			$25.18
SECONDARY HEAD CUSTODIAN			$26.69
TEMPORARY DISTRICT WIDE CUSTODIAN SUPERVISOR			$2.00 (add to hourly rate)
GROUNDS TECH/BLDG REPAIR TECH			
HIRE			$20.58
AFTER 1 YEAR			$22.05
AFTER 2 YEARS			$23.52
GRANDFATHERED RATE[1]			$24.11
ELECTRICIAN			
HIRE			$22.80
AFTER 1 YEAR			$24.26
AFTER 2 YEARS			$25.75
GRANDFATHERED RATE			$26.38
HVAC			
HIRE			$24.99
AFTER 1 YEAR			$26.47
AFTER 2 YEARS			$27.94
GRANDFATHERED RATE			$28.63
DIFFERENTIALS			
SHIFT DIFFERENTIALS:			
(SPLIT,)			$ .30
(2ND)			$ .40
(3RD)			$ .50
SUPERVISOR			$ .50

[1] All grandfathered rates apply to current employees in these positions as of July 1, 2002. Rate will be eliminated when the 3 grandfathered employees are no longer employed in the District.

ALL RATES (EXCEPT DIFFERENTIALS) WILL RECEIVE A COST OF LIVING ADJUSTMENT ON JULY 1 EACH YEAR BASED ON BOSTON AREA CPI (NO LESS THAN 2.5% AND NO GREATER THAN 4.5%)

IN WITNESS WHEREOF

The parties hereto have caused this Agreement to be signed by their respective representatives, duly authorized officers on this

8th Day of March in the year 2011.

FOR
LONDONDERRY SCHOOL DISTRICT

(SCHOOL BOARD CHAIRMAN)

FOR
AFSCME LOCAL 1801

(CHAIRMAN LOCAL 1801)

(EXECUTIVE DIRECTOR, COUNCIL 93 AFSCME)