

AGREEMENT
Between the
Londonderry School Board
And the
Londonderry Support Staff

American Federation
Of
State, County, and
Municipal Employees
(AFSCME)

Council 93, Local 1801

July 1, 2020 – June 30, 2023

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ARTICLE I
JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

- 1.1 The Board, subject only to the language of this agreement, reserves to itself full jurisdiction and the authority over matters of policy and retains the right, in accordance with applicable laws and regulations, to direct and manage all activities of the School District.

ARTICLE II
PREAMBLE

- 2.1 The purpose and intent of the Londonderry School Board and the Union entering into this Agreement is to promote harmonious relations between the School Board and the organized employees in the Bargaining Unit included in the following Agreement.

ARTICLE III
RECOGNITION

- 3.1 The School Board of Londonderry, NH (hereinafter referred to as the "District") hereby recognizes AFSCME council 93/Local 1801 AFL-CIO (hereinafter referred to as the "Union") as exclusive representative of the bargaining unit described below in Section 3.2 for the purpose of Collective Bargaining with respect to rates of pay, wages, hour of work and other conditions of employment.
- 3.2 The District recognizes the union as exclusive bargaining agent of all full-time and permanent part-time employees in the classifications listed below:
- Monitor (Main Entrance, Parking, Gym)
 - Clerical Assistants
 - Instructional Assistants
 - Intensive Special Education Assistants
 - Special Education Assistants
 - 504 Assistants
 - Library/Media Assistants (Tech)
 - Office Assistants
 - Bookkeepers
 - Computer Educational Assistants
 - Administrative Assistants
 - In- School Suspension Assistant
- 3.3 This agreement does not apply to newly hired personnel until they have completed a ninety-work day probationary period or, temporary summer employment.

ARTICLE IV
HOURS OF WORK AND OVERTIME

- 4.1 The normal workweek shall consist of any work performed up to eight (8) consecutive hours of work per day, Monday through Friday. The normal workday shall consist of any work performed up to eight (8) consecutive hours per day.
New hire letters will contain the number of days to be worked in the following year.
- A. The administration shall, no later than June 1 of each school year, notify each support staff employee of its intent to retain or not to retain the employee in employment for the following school year. Employees will indicate their intention to return, no later than 10 calendar days immediately following the notification date referred to above. Notification shall not be construed as a guarantee of employment for the ensuing school year.
- 4.2 For all employees time worked in excess of eight (8) hours in any one (1) day or time worked in excess of 40 hours in one week shall be paid at the rate of time and one half. All paid leave days occurring during the workweek shall be counted as hours worked for the purpose of determining the forty (40) hours.
- A. The work day or work week will not be interrupted to avoid the payment of overtime.
B. Overtime work, which is scheduled in advance, or which requires employees to be called in for unscheduled work shall be assigned first on an equitable basis among all qualified employees by building location.
- 4.3 Any person who has left work and is recalled prior to the next normal shift will be paid for a minimum of three (3) hours.
- 4.4 Delayed Opening – In a delayed opening, as determined by the School District, Support Staff shall not be required to report to work more than fifteen (15) minutes prior to the opening of school in the building to which they are assigned. District office Support Staff shall not report to work more than one hour later than their regular starting time.
- 4.5 On early release days, employees shall have the discretion to either stay or leave, after the student body has been dismissed unless:
- (1) building principal has scheduled staff development workshops or training following the early release; or
 - (2) the building principal has indicated that the employee is required to carry out necessary functions for the school or
 - (3) the employee in question has been designated by the building principal as a member of a skeleton workforce that is required to work that day in order to carry out the essential administrative functions of the school district.
- Those employees that choose to leave will only be paid for the hours in which they actually worked.
- 4.6 Bargaining unit employees participating in overnight curriculum-based excursions shall receive, in addition to their regular days pay, a per diem stipend of \$50.00 for each overnight.

- 4.7 Special Education Assistants required by their supervisor to complete paperwork as part of their duties will have time, in addition to the time spent with students, added to their contract day at the start of the school year.
- 4.8 Support staff shall have the option to participate in those District workshops which are selected by the administration. Support staff will attend all workshops the administration identifies as required that are held on the day before school opens. Designated support staff may be required to attend workshops for up to 2 hours after school on up to 3 days per year, provided the administration provides two weeks written notice of said workshop. Support staff will, if not otherwise scheduled to work during such attendance, receive pay for their attendance.

ARTICLE V
LABOR GRADES

5.1

- GRADE I - Monitor
Clerical Assistant II
- GRADE II - Instructional Assistants
Clerical Assistants I
- GRADE III - Intensive Special Education Assistants
Special Education Assistants
Library/Media Assistants
Office Assistant II
504 Assistants
In-School Suspension Assistant
- GRADE IV - Office Assistant I
Bookkeeper II
- GRADE V - Administrative Assistants
Bookkeeper I
Computer Educational Assistants

ARTICLE VI
WAGE RATES

6.1 All members of the bargaining unit will be assigned a labor grade pursuant to Article V.

Support Staff will be hired according to the Rate of Pay in Appendix A.

On July 1st of each year the employee's rate of pay shall be adjusted based on the Boston area Consumer Price Index as of December 1 of the previous year. The minimum increase will be 2.5% and the maximum will be 4.5%.

- 6.2 Any employee rehired by the Londonderry School District within 24 months after their departure date will return to their last current pay rate. After 24 months break in service the employee will be considered a new hire for placement purposes.
- 6.3 The district shall implement an hourly amount to be paid to Intensive Special Education Assistants that is in addition to any amount set forth in Appendix A to reflect duties, and responsibilities. Intensive Special Education Assistants shall be paid this hourly amount upon beginning their assignment. Said amount shall be an additional fifty-cents (\$0.50) per hour. Intensive Special Education Assistants, on completion of district identified training (on their own time), shall receive an additional fifty-cents (\$0.50).
- 6.4 New hires and employees promoted shall be paid as follows:
1. Grades 1 and 2 – New hires will be placed at the starting rate of pay.
 2. Grades 3, 4, and 5 – Management reserves the right to hire employees above the starting rate of pay provided however that no new employees will be hired at a rate of pay higher than any current employee with two years of experience. However, initial placement other than 0 will hold an employee at that pay level until completion of respective years in Londonderry. The employee enjoys rights and benefits of contract without salary track movement.
The district may implement an hourly stipend to be paid to Intensive Special Education Assistants that is in addition to any amount set forth in Appendix A to reflect duties, responsibilities. Intensive Special Education Assistants shall be paid this hourly stipend pending completion of any additional training required by the job description and/or student needs.
- 6.5 If an employee is assigned to, a lower pay grade, he/she will suffer no reduction in current wage and will continue to receive pay increases as per Section 6.1 of this agreement.

If an employee voluntarily transfers, at School District's requests, to a lower pay grade, he/she will suffer no reduction in current wage.

If an employee chooses to interview and accept a lower pay grade position, he/she will receive the corresponding pay for that position but no reduction in pay.

ARTICLE VII
SENIORITY

- 7.1 There shall be two types of seniority – District Seniority and Labor Grade Seniority.

An employee's District seniority shall commence with his/her date of hire in the District and shall continue unimpaired during employment with the District. An employee's Labor Grade seniority shall commence with his/her assignment to a labor grade. Ties in seniority shall be broken by lottery.

ARTICLE VIII
PROMOTIONS AND TRANSFERS

- 8.1 All available positions shall be posted on employee bulletin boards for a period of at least five (5) workdays. The posting shall include the current position description; wage or salary range; minimum qualifications; closing date of application.
- 8.2 The School District reserves the right to fill vacant positions with applicants from outside the bargaining unit. When two or more applicants appear to be equally qualified, members of the bargaining unit shall be given preference. When two or more applicants from the bargaining unit appear equally qualified, the employee having the greater District seniority shall be given preference. All bargaining unit employees and RIFed employees who apply for a different position (not one currently or formally held) will be professionally reviewed prior to bargaining unit positions being awarded to non-bargaining unit personnel.
- 8.3 All Intensive Special Education Assistants shall be given sixty calendar (60) days from either the date of hire or from the effective date of reclassification to secure any additional training required by the job description and/or student needs. This time frame may be extended based upon availability of training and scheduling conflicts.

ARTICLE IX
TEMPORARY ASSIGNMENTS

9.1 General

An employee may be temporarily assigned to the work of any position of the same or lower classification without a change in pay or loss of wage increases they are eligible for as per Section 6.1 of this agreement. The temporary assignment will not be longer than 120 workdays or to the end of the fiscal year, whichever comes first. Upon cessation of such temporary assignments, such employee shall be restored to his/her original position.

9.2 Higher Classification

Employees will be compensated on a Plus Rate (of no less than 5% to the nearest whole cent) above his/her present rate or the minimum pay rate of the AFSCME support staff classification after three (on the 4th day) or more consecutive days. Said rate shall be paid retroactive to date of assignment. Employees temporarily assigned to a non-bargaining unit position shall receive a minimum of 10% above his/her present rate of pay after three (3) (on the 4th day) or more consecutive days in the temporary positions. Support staff employees that are asked to substitute teach shall receive a minimum of \$13.00 per hour/class of additional pay for each schedules hour/class they so work. All substitutes teaching time that occurs during non-scheduled hours shall be compensated at the substitute teacher rate, in one-hour/class increments, with one-quarter (1/4) hour increments after the first hour. The building principal or designee must approve all substitute teaching assignments in advance.

ARTICLE X
LEAVES

10.1 Paid Holidays:

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

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Fourth of July	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Day after Thanksgiving Day		Christmas Day

Holidays, which fall on a Sunday, shall be observed on Monday. Holidays which fall on a Saturday shall be observed on the Friday proceeding the holiday. An employee shall be entitled to holiday pay only if he/she works, is entitled to pay or is on an excused absence for the workdays immediately preceding and following the holiday. Additionally, school year employees shall not be entitled to holiday pay on the Fourth of July or Labor Day unless they have been scheduled to work the days immediately preceding and following those holidays.

10.2 Parental Leave:

A parental leave of up to one year shall be granted to employees with at least one year of service with the District for the purpose of caring for newborn or newly adopted children. Any application for such leave must be made in writing to the Superintendent at least three (3) months in advance of the expected date of delivery or adoption and must include the required date of commencement and termination of leave. The leave shall terminate not later than one year from the birth or effective date of adoption of the child. The leave shall be without pay or other benefits, excepting that an employee disabled as a result of pregnancy or childbirth shall be entitled to use all or any portion of her sick leave for the period that the employee is disabled. Failure to return at the expiration of the leave shall be deemed a resignation. Additionally, the Londonderry School District will comply with the Family & Medical Leave Act of 1993.

10.3 Sick Leave:

Sick leave may be used for personal or immediate family illness; specifically, the illness of the support staff employee, his/her child, spouse or parent. Support staff who work a calendar year will **earn sick leave at the rate of 1.25 days per month (15 days per year)**. School year employees will **earn sick leave at the rate of 1.3 days per month (13 days per year)** (with sick leave days equal to the number of hours in their normal workday). Sick leave days may be accumulated from year to year, with the maximum limit of one hundred and twenty-five (125) day.

10.4 Sick Leave Bank

A sick Leave Bank is provided for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident. See Addendum B for Sick Leave Bank Operating Guidelines.

10.5 Vacation:

Calendar year employees earn vacation leave on a monthly basis as outlined below. No employee shall be entitled to use vacation leave until completing one (1) year of service.

- 1 – 4 years of service .88 days per month (10 days/yr.).
- 5 – 9 years of service 1.25 days per month (15 days per yr.).
- 10 - 19 years of service 1.66 days per month (20 days/yr.).
- 20 plus years of service 2.08 days per month (25 days/yr.).
-

Vacation leave may not accrue above a maximum level of one and one-half (1-1/2 times the employee's current annual accrual without prior approval).

In each work location, seniority shall be used to resolve conflicts in vacation use, but the School District shall make every reasonable effort to allow employees to use vacation time as they wish, subject to reasonable staffing requirements.

Employees may receive vacation pay before leaving for vacation provided that notice is given at least two (2) weeks prior to the date of the payroll in which the vacation pay will be paid.

All outstanding vacation leave shall be paid to employees upon their separation from service.

10.6 Worker Compensation:

When a claim is accepted by Workers' Compensation Insurance, an employee will receive a set portion of wages as determined by law. There are two (2) options available to an employee:

- (a) An employee may select to receive the difference between the Workers' Compensation payment and the regular salary as a school district employee. In the event the employee chooses this option, one-third (1/3) of a sick leave day will be charged for each day paid.
- (b) An employee may elect not to receive the differential between the Workers' Compensation payment and the regular salary in which instance no absence will be charged to sick leave.

Upon notice from the Workers' Compensation Insurance carrier of the benefits to be paid, the employee shall advise the business Office which option they have chosen. The differential between Worker's compensation and the regular salary shall cease when the employee's cumulative sick leave is exhausted. Based upon the option chosen, the

Business Office shall make the appropriate adjustments in district payments and sick leave records.

10.7 Military Service

Shall be governed by existing law.

10.8 Jury Duty:

If an employee is called as Juror, he/she will be paid the difference between the fee received for such service and his/her daily rate of pay.

10.9 Temporary/Bereavement Leave:

Employees shall be allowed a period of five (5) consecutive workdays absence without loss of pay when there is a death in the immediate family or the death of a household companion. Immediate family is defined to include spouse, father, mother, sister, brother, child, grandchild or blood relative or wards residing in the same household. Household companion is defined as an individual with whom an employee maintains a significant, familial, romantic or sexual relationship, lasting at least two years in duration, under circumstances where the individuals involved share a single dwelling unit. Notwithstanding, the employee will be allowed to take one day off from work without loss of pay to attend an interment that does not occur within five consecutive days of death, provided that such leave does not result in employee exceeding the 5-day limit.

Three (3) days absence will be allowed for the death of father-in-law, mother-in-law, grandmother, grandfather, daughter-in-law, and son-in-law. One (1) day of absence will be allowed, with prior notice, to attend the funeral services for brother-in-law, sister-in-law, aunt or uncle. Under extenuating circumstances, two (2) additional days without pay may be granted at the sole discretion of the Superintendent.

10.10 Personal Leave

Employees may be entitled to 3 days of leave with pay per year for personal business reasons. Except in case of an emergency, applications for such leave shall be made forty-eight (48) hours in advance to the Superintendent or his/her designee. Except in case of an emergency, personal leave will not be taken on the day before or after a holiday or school vacation. Personal leave may be taken in increments of not less than ¼ day. Personal leave may be approved for legal or personal business that may not otherwise be conducted outside the normal workday. Written reasons are required for personal leave that falls on a Monday or a Friday. Personal leave is not cumulative from year to year.

10.11 Attendance Bonus:

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 school year, the intent to be a total of three (3) day's additional pay for the non-use of sick leave for the full year. This Article is not to be affected by an employee's choice to give one (1) day to the Sick Bank. The

payment will be made within (4) weeks after the end of the ½ year period. **Employees will receive a year end \$100 bonus if they take no personal days during the school year.**

10.12 Sick Leave Buy Back

Employees retiring from the Londonderry School District who, when their age is added to their years of service equals 70, provided that they have a minimum of ten years of service in the District and are a minimum of 50-years old, shall receive payment equal to 50% of their current per diem for up to 75 days of unused sick leave (see appendix C). This payment will be made after receipt of their approved notice of retirement by the Londonderry School Board.

10.13 Leave of Absence Without Pay:

Other leave, paid or unpaid, may be granted at the sole discretion of the School Board. The decision of the School Board as to the granting or denial of such leave shall not be subject to the provisions of the grievance procedure.

10.14 Unpaid Parental Leave

The Board, at its discretion, may grant unpaid parental leave in addition to that provided for in Paragraph 10.2 above, when such unique or special circumstances exist, provided there is no interruption of services provided by the School District.

ARTICLE XI
INSURANCE

11.1 Health:

Employees will be able to select School Care *or* mutually accepted carrier as the provider of their insurance coverage. The Board shall pay part of the premium for health insurance benefits for each member of the Bargaining Unit who subscribes to such coverage. Eligible* employees shall have the option of Open Access +, HMO.

The Board's contribution shall be as follows:

	Single	Two Person/Family
Hired before July 1, 1995 Full Year Employees	90%	75%
Hired before July 1, 1995 School Year Employees	90%	65%
Hired on or after July 1, 1995	75%	65%

*Eligibility - Employees hired prior to 7/1/92 – 20 hours/week
 Employees hired on/after 7/1/92 – 25 hours/week
 Employees hired after 7/1/2004 – 1300 hours/year

Effective July 1, 2020, any employee covered by this Agreement not otherwise eligible for insurance premiums paid for by the District, may nevertheless enroll in the "School Care Yellow Plan Open Access with No Choice" plan at the employee's cost, subject to the insurer's permission.

An employee who is otherwise eligible for health insurance, and who has provided notification to the Administration prior to October 1 (or within 30 days of employment for new employees) of the current school year, and who worked at least half of the normal work schedule (i.e., 90 out of 180 days and is still employed at the end of the school year) who elects not to participate in District offered health insurance proposal will be eligible for a single payment of \$500 (pro-rated for new employees) to be paid prior to the end of the fiscal year. Employees who opt for the rebate of \$500 in lieu of medical must first show proof of coverage under another medical plan other than a plan that provides essential coverage that is not subsidized (e.g. not subsidized under the Patient Protection and Affordable Care Act).

Starting January 1, 2022, an adjustment for a high cost plan equal to the excise tax that accrues under the Affordable Care Act (currently 26 U.S.C. § 4980I) shall be subtracted from the District's share of the premium under this Section, and shall be added to the employee's share of the premium under this Section.^{1, 2}

11.2 Life:

In addition, Life insurance shall be made available to those who desire it and are full time (25 hours/week) permanent employees, with premiums paid by the District, with coverage in the amount of \$15,000.

11.3 Dental:

The School District will provide dental insurance, consistent with the Northeast Delta Dental Plan Option 3A, 100% Coverage A, 80% Coverage B, 50% Coverage C. The District's obligation to pay hereunder shall be 100% single membership, 75% for two-person or family for calendar full year employees.

The School District will provide dental insurance, consistent with the Northeast Delta Dental Plan Option 3A, 100% Coverage A, 80% Coverage B, 50% Coverage C. The

¹ The excise tax is expected to equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2291.66 per month (\$27,500 per year) for two-person or family coverage. The plan's cost for purposes of this adjustment is expected to equal the aggregate premium, plus any contributions to FSAs, HRAs and HSAs. The excise tax and adjustment may change with the cost of living per 26 U.S.C. 4980I(b)(3)(C)(v) or with amendments to the Affordable Care Act.

² Example: Assume the annual premium for the selected plan with single coverage is \$11,000. The annual excise tax and adjustment are expected to be \$320 (40% x [\$11,000 - \$10,200]). The District will subtract \$320 from its share of the annual premium, and the employee will add \$320 to his/her share of the annual premium. The District then will pay the \$320 when the excise tax comes due.

District's obligation to pay shall be 50% of the premium for a single, two-person or family plan, for school year employees who work a minimum of 25 hours per week.

11.4 Liability:

The School District shall continue its Liability Insurance for employees at its current level.

11.5 Long Term Disability:

The School Board shall provide, at no expense to full time, full year employees, long-term disability insurance covering non-work-related accident and illness to commence on the 180th day 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 the District's choice. Such results shall be forwarded to the insurance carrier for review. For the purposes of the article "full time, full year" shall be defined as being scheduled to work at least 240 days per year @ 8 hours per day.

ARTICLE XII
BULLETIN BOARDS

12.1 Bulletin board space shall be provided for Union notices in each school as well as the District Office. No Union notice shall be posted unless it is submitted to the Administration in advance of the posting and has been signed by the Chief Steward or designee.

ARTICLE X111
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. A Grievance shall be processed in the following manner:

- A. The matter will be discussed orally between the aggrieved employee and the designated administrator. The Union Representative may be present if requested by the grievant(s).
- B. If the grievance is not adjusted 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 within (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. Any decision of an arbitrator is subject to appeal and review under the provision of RSA 542, which is incorporated herein by reference.
- 13.3 The arbitrator shall contain himself to the precise issues submitted to arbitration and shall have no authority to determine any other issue, nor shall he submit observations or opinions that are not essential in reaching the determination of the issue. Grievances involving discharge shall be initiated at the School Board level.
- 13.4 Time periods specified in Article XIII may be extended by mutual written agreement of both/all parties involved.

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 and in that event no collection will be made from said employee for that pay period.

ARTICLE XV
AGENCY FEE

- 15.1 For employees of the District, joining and/or remaining members of the Union shall be voluntary.
- 15.2 Upon being hired by the District, an employee will be provided with a Union dues deduction card and Agency Fee deduction card as part of their benefit package. The dues or fee will not be deducted until the employee has completed the probationary period of 60 workdays.
- 15.3 All temporary employees who receive pay and benefits in accordance with this agreement and who work in excess of 90 work days shall be subject to the payment of Union/Agency Fees thereafter.

ARTICLE XVI
EDUCATION INCENTIVE REIMBURSEMENT

- 16.1 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 \$700 per employee per each year of this contract, based on an (8) hour workday. The District shall not be required to expend in excess of the sum of \$15,000 per each year of this contract benefit.
- A. Courses/workshops must be work related and approved in advance.
 - B. Reimbursement will be paid to the employee upon presentation of a certificate of satisfactory completion of the course/workshop.
 - C. Employees hired prior to 7/1/97 must be employed a minimum of one (1) year and work a minimum of twenty (20) hours per week; and employees hired on or after 7/1/97 must be employed a minimum of one (1) year and work a minimum of thirty (30) hours per week to be eligible for Education Incentive Reimbursement. Tuition will be pro-rated according to hours worked.
 - D. Para-professional certification and re-certification training is considered eligible for reimbursement.
 - E. An eligible employee may apply in writing (after May 1st of each year of this contract) to the superintendent for additional education reimbursement funds, for approved funds, if available.
- 16.2 The District will make available \$1,000 to pay presenters for District approved and operated in-house workshops for Support Staff after hours. (Staff will not be paid extra hours for these workshops).

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 penalized, disciplined, suspended, or discharged without just cause.
- 17.3 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 discharge.
- 17.4 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 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 that time.

- 17.4A Notwithstanding anything in this contract to the contrary, in the event any employee or an employee's conduct, in the exercise of reasonable care by the administration, is determined to constitute a potential danger or threat to the health, safety or welfare of any student or staff, or is determined to constitute a situation where the District or its employees would be exposed to legal liability from the employee's conduct, upon such determination the employee may be removed from his/her job without pay. The employee shall be entitled to appeal to the School Board directly any decision taken pursuant to this paragraph and the decision of the School Board will be subject to arbitration pursuant to the grievance procedure of the collective bargaining agreement. The standard to be used in evaluating the decision of the administration in this situation is whether or not there are facts and evidence, which would allow a reasonable person under the same circumstances to make the decision that is being reviewed.
- 17.5 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 hours, excepting weekends and holidays. Nothing that may be used against an employee shall be placed into the personnel file of an employee until the employee is given an 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 placed in their files.

ARTICLE XVIII
NON-DISCRIMINATION

- 18.1 The District agrees not to discriminate against employees covered by the Agreement on account of membership in the Union. The District and the Union agree not to discriminate in any way against employees covered by this agreement on account of religion, race, creed, color, national origin, sex or physical handicap.

ARTICLE XIX
STABILITY OF AGREEMENT

- 19.1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, the School Board and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be

obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of or both of the parties at the time that they negotiated or signed this agreement.

- 19.2 The District will provide access to all collective bargaining unit members to an electronic copy of this agreement on a web site and/or other electronic media as soon as practicable. In the mean time, the Board will provide a copy of the agreement on 8 ½ x 11 paper.

ARTICLE XX **EVALUATIONS**

- 20.1 Evaluations:

A standard form (program specific) shall be used for all evaluations except the Library Media/Technology department, which will use their own evaluation form. The Library Media form will be a standard form for that department. Evaluations are to be performed once per year by the employee's immediate supervisor, no later than April 30th.

ARTICLE XXI **DURATION**

- 21.1 This contract shall be in effect from date of signing by both parties through June 30, 2023, or until a successor agreement has been properly negotiated. The Union shall notify the District in accordance with RSA 273 –A:3, II-a, of its intent to bargain.

ARTICLE XXII **REDUCTION IN FORCE**

- 22.1 The District shall have the authority to determine the number of employees in each labor grade. For the purpose of this article, employees shall be divided into three labor groups:
- A. School year employees, being employees who may be required to work a minimum of 6 hours per day in each working day of the school year.
 - B. Calendar year employees, being employees who may be required to work a minimum of 6 hours per day in each working day of the full year.
 - C. Part-time employees, being all employees of the District not otherwise included in 1 or 2 above.

An employee's present assignment shall determine the labor group to which the employee is assigned. Calendar year employees may bump within their own group or into either of the other two groups. School year employees may bump within their own group or into the part-time employee group. Part-time employees may bump only within their own group.

Should the School District reduce the number of employees, lay-offs will be made on the basis of labor grade seniority. Within labor grade, employees may bump into another position in the same labor grade, or if there are not junior employees in the labor grade, into any other equal or lower paying grade for which he/she is qualified; in which event the employee shall be paid at the rate of pay of the lower grade closest to his/her current rate. Bumping within labor grades shall be governed by Labor grade seniority; bumping to equal or lower paying grades shall be governed by District seniority.

Employees who are laid off shall have recall rights in the inverse order of layoff; that is, the last person laid off shall have first right to recall if he/she has the qualifications for the job to be performed. Laid off employees shall be recalled prior to new employees being hired. Employees shall retain recall rights for a period of one (1) year from the date first laid off. Refusal to return from layoff shall result in loss of recall rights. Employees shall be made whole upon return to service (pay and benefits to be fully restored). *See Memorandum of Understanding on page 24.

ARTICLE XXIII
TAX SHELTERED ANNUITY (TSA)

- 23.1 The School District shall provide, to those who participate in a Tax-Sheltered Annuity plan, a 1 to 3 ratio contribution up to an annual Board contribution of \$225 per eligible full year employee who has been employed by the District on a full time (full year) basis for more than five years. The available plans are District approved Tax Sheltered Annuity plans. The maximum number of bargaining unit members' eligible for this benefit shall not exceed fifteen (15).
- 23.2 Any Union employee has the option to contribute to the District approved Tax Sheltered Annuity plans. This will not be matched by the District.

ARTICLE XXIV
SEVERANCE PAYMENT

- 24.1 Employees who are not eligible to participate in the New Hampshire Retirement System will receive a one-time severance payment of \$2,500 upon their retirement, provided they have met the age and years of service guidelines in appendix C.

IN WITNESS WHEREOF

The parties hereto have caused the Agreement to be signed by their respective representatives, duly authorized officers, on this day of March in the year of 2017.

For
LONDONDERRY SCHOOL DISTRICT

Nancy R. Hendricks

School Board Chairperson

For
AFSCME LOCAL 1801

[Handwritten Signature]

AFSCME Representative

APPENDIX A

Wages

FY21: FY20 pay rate, plus CPI on that rate (See Article 6.1) plus \$0.50 per hour across the board wage adjustment.

FY22: FY21 pay rate, plus CPI on that rate (See Article 6.1) plus \$0.50 per hour across the board wage adjustment.

FY23: FY22 pay rate, plus CPI on that rate (See Article 6.1) plus \$0.50 per hour across the board wage adjustment.

Wage Scale *
Hire Rate FY2021

<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>
\$11.03	\$11.75	\$12.48	\$14.27	\$15.70

Hire Rate FY2022

<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>
\$11.59	\$12.34	\$13.11	\$14.99	\$16.50

Hire Rate FY2023

<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>
\$12.18	\$12.65	\$13.44	\$15.37	\$16.91

*See Article VI – page 5 for more wage information
(Grade 3 Intensive Special Education Assistants may receive an additional hourly stipend –see page 6)

The minimum wage increase any employee will receive in FY21, 22, and 23 is CPI (See Article 6.1) on their prior year’s wage rate plus \$0.50 per hour unless the Hire Rate for that year is greater than that amount in which case the employee will be paid the Hire Rate.

APPENDIX B
LONDONDERRY SCHOOL DISTRICT
Londonderry, New Hampshire 03053

SICK LEAVE BANK

AFSCME Council 93, Local 1801,
Londonderry Support Staff Proposed changes for Contract years 2011-2014

AFSCME SUPPORT STAFF UNION

- Section 1: A Sick Leave Bank is herein provided for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident.
- Section 2: The Sick Leave Bank will be maintained by days.
- Section 3: Prior to October 15th of each school year, members may elect to donate one (1) sick leave day from his/her annual sick leave entitlement. For the first year, however, and for all new enrollees, two (2) sick days will be donated to the sick leave bank. New employees must observe sixty (60) day probationary period before they are eligible for sick leave bank days. This bank of extended sick leave days may only be used by members in good standing who so donate. Once established, the bank shall not be increased during that school year. Exhaustion of the bank shall be a bar to the provision of further benefits during that year. Unused sick leave days in the bank at the close of the school year will carry into subsequent years.
- Section 4 Sick leave bank days shall only be available after the infirmed employee has exhausted his or her entire personal sick leave, both annual and accumulated. The use of sick bank days will be available after ten (10) consecutive days of the absence for the same prolonged illness or accident. The Sick Bank Committee may authorize additional days for follow up appointments and/or treatment, which are related to the illness or accident. However, the total time granted for follow up appointments and/or treatment shall not exceed ten (10) days or the maximum amount of days set forth in section 6C, whichever is less, without prior written approval of the superintendent. Requests for sick leave bank days should be made in writing, or by using the sick bank request form, and sent to the employee's Sick Leave Bank Building Representative. Employee may authorize the building representative to submit a request by proxy for their available sick time. The employee must also submit written documentation from his or her physician within five (5) days of requesting sick leave bank days. Application for sick leave bank days will not be approved until the above criteria have been met.

Section 5 No days may be withdrawn from the sick leave bank for use for any other illness other than prolonged illness or accident of the member of the unit. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family, and in no instance may days be withdrawn for purposes of maternity or illness present before maternity or a condition, which could impact a pregnancy.

Section 6, Appendix B, Sick Leave Bank

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of six members, one from the District Office and one from each school, as well as the Chief Steward of the AFSCME Support Staff Union. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility and the Committee may in special circumstances waive these requirements:

- A. The initial grant shall not exceed twenty (20) days unless authorized by the sick Bank Committee.
- B. The Committee shall consider the following:
 - 1. Adequate medical evidence of serious illness. (i.e. Doctor's statement of serious illness or accident)
 - 2. Prior utilization of all eligible sick leave
 - 3. Propriety in the use of sick leave
 - 4. Unscheduled working days are not eligible for sick days.
- C. Employees will be restricted to a maximum number or sick leave bank days per year as per the number of years employed in the district. At the time of the onset of the illness for which the request for sick bank hours is being made the employee must have had available to them a minimum of ten (10) personal sick days.

0—1 years	-	15 days
2-3 years	-	25 days
4-9 years	-	40 days
10+ years	-	60 days

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement may be appealed by the person making the request. This request must be in writing and the appeal must be addressed to the committee in person or by proxy.

Section 7 Any sick leave granted under this Article shall expire at the end of the applicable contract year for the individual involved.

Section 8 Sick Bank Representatives will be elected to serve for the length of the support staff contract. Nominations and elections will take place at the general union meeting. Each school and the District Office will provide a representative to the sick bank committee.

APPENDIX C

**LONDONDERRY SCHOOL DISTRICT
AFSCME RETIREMENT**

**FOR RETIREMENT DATE OF JUNE 30
(Or last contracted day of the school year)**

Years of Experience & Age required for Full Severance & Sick Day Buy Back

Age by 6/30 of FY Qualification	Yrs. Of Service in District By 9/10 of FY
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50	20 YRS
51	19 YRS
52	18 YRS
53	17 YRS
54	16 YRS
55	15 YRS
56	14 YRS
57	13 YRS
58	12 YRS
59	11 YRS
60	10 YRS

LONDONDERRY SCHOOL BOARD
AND
LOCAL 1801 LONDONDERRY SUPPORT STAFF,
AFSCME COUNCIL 93
DECEMBER 17, 2013

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Londonderry School Board and the Londonderry Support Staff, AFSCME Council 93, are parties to a Collective Bargaining Agreement (“CBA”) governing the terms and conditions of employment;

WHEREAS, Article XXII of the Parties’ CBA governs reduction in force;

WHEREAS, due to reductions in State funding and other budgetary constraints, the Londonderry School Board contemplates significant reductions in force of support staff personnel;

WHEREAS, the Parties’ CBA is unclear as to how the reductions if force is to be carried out within the labor group that is defined in the CBA as “part-time employees” (those who work less than 6 hours per day);

NOW THEREFORE, to ensure consistency in the application of the CBA and to further define the Parties’ intent at the time of the CBA was negotiated/ratified, the Parties agree as follows:

1. Part-time employees (those who work less than 6 hours per day) shall be grouped based on the hours assigned per day (2-hour employees, 3 hour employees, 4 hour employees, etc.); and
2. Part-time employees that are subject to a reduction in force may bump less senior employees (based on date of hire in the current position) with the same or lower amount of hours assigned per day (“daily hours”) provided that employee is qualified for the new position; and
3. The starting point for the bumping process shall begin with the employees with the same daily/hourly assignment and from there shall go the employees with lower daily/hourly assignments; and
4. In the event of a call back, the District shall maintain a list of RIF personnel. Said list shall be maintained by: Classification, seniority, hours per day, Shift (morning, afternoon). Said personnel who are called back shall be offered his/her shift and hours that they were originally working. In the event he/she cannot take the shift/hours offered, said employee shall remain on the list for future shift/hours and openings for a period of one (1) year from the date of the RIF. This Memorandum of Understanding is hereby incorporated into the Parties’ CBA until specially negotiated otherwise; and
5. This Memorandum of Understanding is intended to clarify the current CBA and shall not be construed as creating a new and distinct CBA.
6. The District and Union will have the ability to revisit this MOU prior to future layoffs.