

AGREEMENT



BETWEEN

MILFORD EDUCATIONAL PERSONNEL ASSOCIATION

AND

MILFORD SCHOOL BOARD

EFFECTIVE

JULY 1, 2007

THROUGH

JUNE 30, 2011

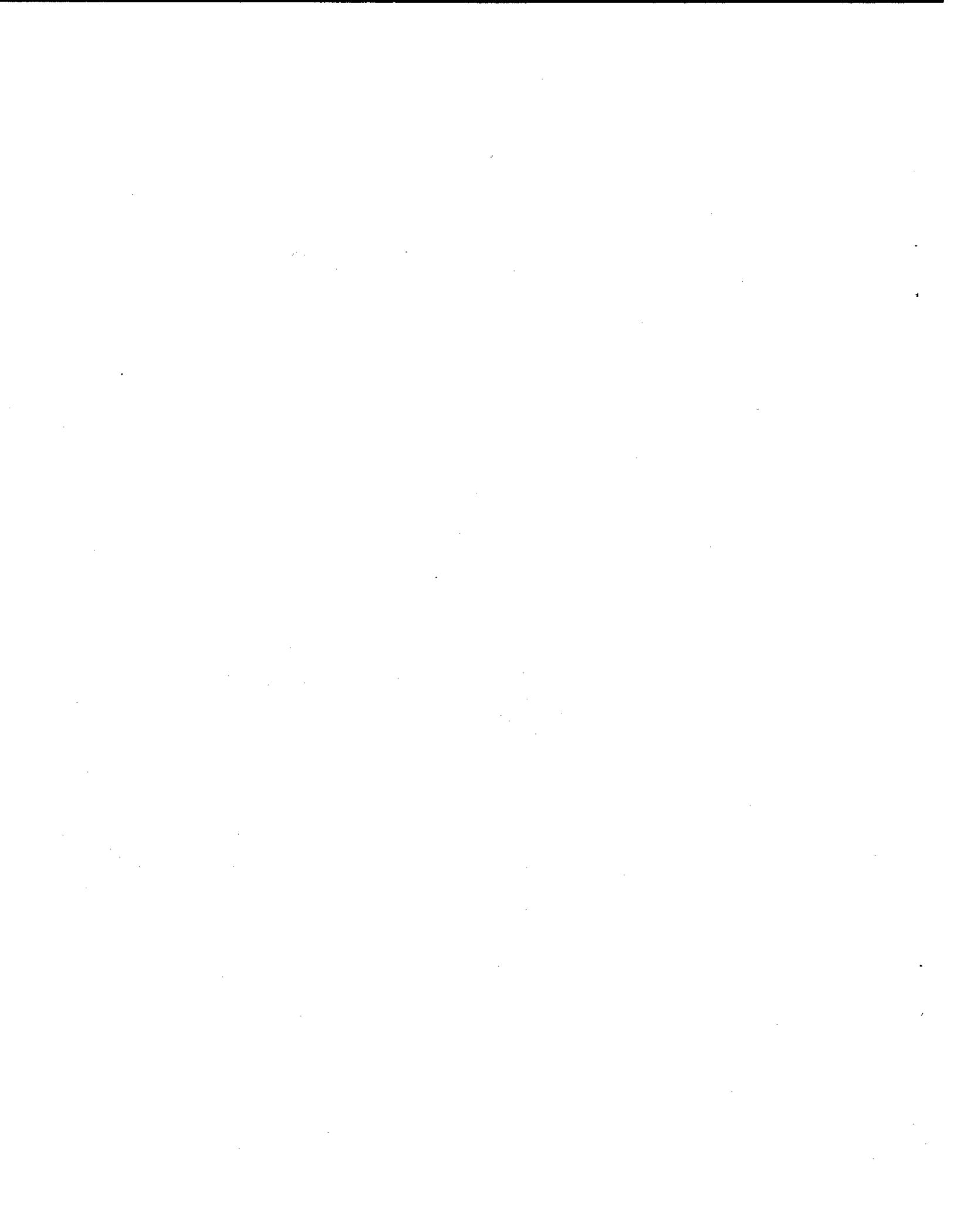


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ARTICLE I

AGREEMENT

THIS AGREEMENT made and entered on this 4th day of June, 2007 by and between the Milford School Board, hereinafter referred to as the "Board," "Employer," or "District" and the Milford Educational Personnel Association, NEA-NH, hereinafter referred to as the "Union" or "Association."

ARTICLE II

RECOGNITION

- Section 1. The Board recognizes the Milford Educational Personnel Association, NEA-New Hampshire as having been certified by the New Hampshire Public Employee Labor Relations Board, pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all Custodians, Maintenance and Groundskeeper personnel. Excluded: Director of Buildings and Grounds.
- Section 2. The above section shall not prejudice either party's position in petitioning for modification of the bargaining unit before the New Hampshire Public Employee Labor Relations Board.
- Section 3. Unless otherwise indicated, in the Agreement, the term "Employee" when used hereinafter shall refer to all members of the above defined bargaining unit.
- Section 4. The parties acknowledge that persons in temporary status, those employed seasonally, irregularly or on call are excluded from coverage under this collective bargaining agreement.

ARTICLE III

NEGOTIATIONS PROCEDURE

- Section 1. On or before October 1 of any year preceding the expiration date of this Agreement, either party may notify the other party, in writing, of its intent to negotiate terms of a successor agreement. By October 15, the parties shall meet to exchange proposals.
- Section 2. The parties agree to negotiate according to the procedures set forth in RSA 273-A, and that such negotiations will be in good faith. Each party shall make proposals, counterproposals and exchange data in an effort to reach an accord on all issues raised with respect to terms and conditions of employment.
- Section 3. Any agreement reached shall be reduced to writing and signed by the Board and the Association.
- Section 4. If any agreement is not reached by December 1 preceding the termination date of any year, either party may declare an impasse pursuant to RSA 273-A:12. Costs for retention of a neutral shall be borne equally.
- Section 5. Either party may, if it desires, utilize the services of outside consultants.

ARTICLE IV

ASSOCIATION RIGHTS

- Section 1. The Association shall have the right to use school facilities for meetings and school equipment, when such equipment and facilities are not otherwise is use. Notice for the use of buildings will be made to the Principal in advance and such use will not interfere with the working responsibilities of bargaining unit members. The Association shall pay for the cost of all materials and supplies incident to such uses and shall be responsible for the proper operation of all such equipment.
- Section 2. The Association may post notices of its activities and matters of employee concern in employee work locations; except that such notices shall not be posted in areas in which students have access to such information. The Association shall also have the right to use the school mails to distribute Association materials.
- Section 3. Association officers or their designees, during working hours and without loss of time or pay, may represent employees and investigate and present grievances to the employer.
- Section 4. Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.

ARTICLE V

MANAGEMENT RIGHTS

- Section 1. Except to the extent that there is contained in this agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Board are retained and reserved exclusively to the Board including, but not limited to, the right to manage the affairs of the District and to maintain and improve the efficiency of its operations; to determine methods, means, process and personnel by which operations are to be conducted; to determine the size and direct the activities of the work force; to determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, continue and divide existing job classifications for all jobs, to require from each employee the efficient utilization of his/her services; to hire, promote, assign and retain employees, to discipline, suspend, demote and discharge employees, to promulgate and support reasonable rules and regulations pertaining to the operations.
- Section 2. The exercise of the management rights and responsibilities of the Board set forth hereby, except discharge, shall not be subject to the grievance procedures set forth in this agreement, except that where a management right is specifically required to be exercised in accordance with a specified procedure as provided in this agreement, grievance alleging a failure to comply with such procedure will be subject to Grievance Article XXV of this Agreement.

ARTICLE VI

NON-DISCRIMINATION

- Section 1. The Board 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, marital status, age or disability except where age or physical condition are bonafide qualifications for employment.
- Section 2. The Board and the Union agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

ARTICLE VII

GRIEVANCE PROCEDURE

- Section 1. Definition
A "grievance" is a complaint by an employee or employees or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.
- Section 2. Purpose
The parties acknowledge that it is more desirable for an employee and Director of Buildings and Grounds to resolve problems through free and informal communications. Grievances, which are not satisfactorily settled in an informal way, shall be reduced to writing (see appendix B) and referred to the following formal grievance procedure.
- Section 3. An employee covered by this Agreement shall have the right to have a Union representative present at any step of the grievance procedure.
- Section 4. The written grievance shall detail the article(s)/section(s) of the Agreement alleged to have been violated. It shall also set forth names, dates, and any other related facts, which will provide a sound basis for a complete understanding of any such grievance. No grievance shall be considered under this procedure unless it is filed by an employee of the unit (including also the President of the Local or Chairman of the Grievance Committee) and a notice of the same is given to the administration within fifteen (15) work days following the known occurrence of the facts which give rise to the grievance.
- Section 5. Formal Procedure
Level I - Within seven (7) workdays of receipt of a formal grievance, the Director of Buildings and Grounds shall meet with the aggrieved employee. Within five (5) workdays following such meeting, the Director of Buildings and Grounds shall give his/her answer in writing. If the grievance is not settled at this Level, then it may be referred to Level 2 within seven (7) workdays of the receipt of any answer given at this Level.
- Level II - Within seven (7) workdays of a grievance being referred to this Level, the Superintendent or his/her designee will meet with the participants from Level I and examine the facts of the grievance. The Superintendent shall give his/her answer in writing within seven (7) workdays of any such meeting. If the Superintendent's answer fails to resolve the

grievance, then the Association may within seven (7) work days refer the matter to the School Board.

Level III - The Board shall schedule and conduct a hearing within thirty (30) calendar days after the grievance is referred to them. The scope of the Board's authority shall be limited to interpretation and application of the terms of this agreement. The Board does not have any power to add or subtract from, alter, or modify any of the said provisions of this Agreement. The Board shall render its decision within fifteen (15) calendar days of the hearing.

Level IV - If the matter is referred to arbitration by the Association, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to so within ten (10) work days of the Association's request for arbitration, then either party shall apply to the Public Employee Labor Relations Board (PELRB) to name an arbitrator under the rules and procedures of the PELRB. The arbitrator shall use his/her best efforts to arbitrate the grievance, including matters of procedural and substantive arbitrability, but he/she shall have no power to add to or subtract from, alter, or modify any of the provisions of this Agreement. The arbitrator shall thereafter submit a written decision to both parties. The arbitrator's decision shall be an advisory recommendation to the parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

Section 6. Time periods specified in this procedure may be extended by mutual agreement.

Section 7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level. Failure of the grievant to timely file at the next step of this procedure shall result in the grievance being resolved based on the decision rendered at the level of the last hearing.

ARTICLE VIII

NO STRIKES

Section 1. During the term of this contract, the Association agrees not to participate in or condone any strike, slowdown, or refusal as a job action to perform required duties by members of this bargaining unit.

Section 2. Strikes and other forms of job action by public employees are unlawful. The Board shall be entitled to petition the superior court for a temporary restraining order, pending a final order of the PELRB under RSA 273-A:6 for a strike or other form of job action in violation of the provisions of RSA 273-A and may be awarded costs and reasonable legal fees at the discretion of the court.

ARTICLE IX

PAYROLL DEDUCTIONS

- Section 1. The Board agrees that upon receipt of written authorization signed by the employee, the Board will deduct from the regular salary check of such employee an amount specified by the Association to provide payment of dues for membership in the Milford Educational Personnel Association, NEA-New Hampshire. The Board further agrees to forward said moneys to the treasurer of the Association within seven (7) days of said deduction. The parties agree that once the dues have been deducted and paid over to the Association, all further responsibility on the part of the Board for said funds shall cease and the Association agrees that the Board and/or its officers shall have no further liability with regard to the same.
- Section 2. Each employee who, on the effective date of this Agreement, is a member of the Association, and each employee who becomes a member after that date shall continue his/her membership for the duration of this Agreement provided, however, that an employee may at his/her discretion and in writing withdraw his/her membership from the Association within thirty (30) calendar days of each anniversary date of the contract. The Association will post notice of each anniversary date thirty (30) calendar days before such date.
- Section 3. The Board agrees to deduct from employees authorized moneys to be promptly transmitted to annuity companies, credit unions, banks and charitable organizations, such as the United Way.

ARTICLE X

PERSONNEL FILES

- Section 1. All personnel records of bargaining unit employees shall be considered confidential. They shall not be open for public inspection. The Superintendent and his/her designees shall take the necessary steps to safeguard against unauthorized use of all confidential material. Access to the file shall be available to the employee and, at the employee's option, a representative of the Union.
- Section 2. An employee's personnel file shall consist of an employee's completed job description, personal and professional references, work related health records, the annual Notice of Employment, all performance evaluation forms completed by supervisory personnel and communicated to the employee, and other pertinent classification material.
- Section 3. No material will be placed in an employee's personnel file without written notification to the employee. The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall become a part of the employee's file.

ARTICLE XI

HOURS OF WORK AND OVERTIME

- Section 1. Employees may leave the premises during their lunch/dinner time, but shall sign out and in when leaving and returning from said lunch/dinner.
- Section 2. Daily and weekly schedules shall be determined and approved by the Director of Buildings and Grounds and reviewed by the Superintendent of Schools or his/her designee.
- Section 3. The normal workday for custodial, maintenance personnel and groundskeeper shall be eight (8) hours. During faculty/student vacations employees may, by mutual agreement between the employee and the Director of Buildings and Grounds, be permitted to flex their hours.
- Section 4. Employees who are required to work on a recognized holiday shall, in addition to holiday pay at their regular rate of pay, be paid double time for all hours worked on the holiday. An employee may elect to have an equivalent number of hours added to his/her vacation allotment in lieu of the receipt of premium pay, i.e., eight (8) hours of work on a holiday may be converted to two (2) additional days of vacation.
- Section 5. Hours worked in excess of forty (40) in a week or eight (8) hours in a day shall be compensated at one and one-half (1.5) times the employee's regular rate of pay.
- Section 6. Paid holidays and bereavement leave shall count towards hours worked for computing overtime pay. Vacation time shall also count towards hours worked for computing overtime pay if the vacation time has been approved in writing prior to the overtime hours worked.
- Section 7. An employee may request comp time in lieu of overtime pay. Requests shall be made in advance to the Director of Buildings and Grounds prior to time card approval. Compensatory time shall be computed at time and one-half or double-time, whichever is applicable. Compensatory time shall be taken within a reasonable period following its accumulation and shall be approved in advance by the Director of Buildings and Grounds.
- Section 8. Any employee called back to work outside his/her normal work hours shall receive a minimum of two (2) hours pay or for the time worked, whichever is greater. Any employee called back to work to open/close a building shall receive a minimum of one (1) hour compensation to open and one (1) hour compensation to close the building, or the actual time work, whichever is greater.
- Section 9. All employees will be entitled to one fifteen (15) minute paid break per four hours work, approximately midway during the four (4) hour period.
- Section 10. Each employee working four (4) or more consecutive hours will have an unpaid lunch or dinner break of at least thirty (30) minutes duration.
- Section 11. Overtime will be distributed equally, to the extent possible, amongst those employees desiring to work overtime. Overtime may be required as needed although the preference of employees not to work overtime will be given consideration. The Director of Buildings and Grounds shall determine when overtime is required. Alternative means of covering vacancies may be utilized.

ARTICLE XII

EMPLOYEE STATUS

Section 1. The Employer and Association recognize the following categories of employees:

Full time: An employee who is employed at least thirty five (35) hours per week, 52 weeks per year.

Part time: An employee who is employed fewer than thirty-five (35) hours per week or fewer than 52 weeks per year.

Probationary: An employee who is employed to fill a full or part-time position for trial period of ninety (90) work days.

Temporary: An employee who is employed to fill a full or part-time position while a regular employee is absent on approved leave. It is expressly understood and agreed that an individual temporary employee shall be prohibited from filling a bargaining unit position for a period in excess of the probationary period as above defined.

Seasonal: An employee who is employed for tasks or projects unique to a time of year or short term objectives to be accomplished in a few days or weeks.

Irregular or On-Call: An employee who works incidental hours without the expectation of a regular schedule. The need for such employees may be unplanned and the opportunities for work sporadic.

ARTICLE XIII

JOB DESCRIPTIONS

Representatives of the Union and the Employer shall meet from time to time and review bargaining unit job descriptions with the Employer seeking input from employees. However, management shall retain final authority for the approval of such job descriptions.

ARTICLE XIV

EVALUATION

Section 1. The parties recognize that employee evaluation is a supervisory function and a term and condition of employment.

Section 2. An employee shall be given a copy of any evaluation report prepared by his/her evaluators before a conference is held to discuss it or it is placed in the employee's personnel file. A conference to discuss the report shall occur upon the request of either the employee or the Director of Buildings and Grounds. The employee's signature on the report shall indicate only that the report has been read by the employee and in no way indicates agreement with

its contents. The employee may write any comments or a rebuttal to his/her evaluation report, which shall be attached to the report and placed in the employee's personnel file.

ARTICLE XV

VACANCIES, TRANSFERS, AND PROMOTIONS

- Section 1. Vacancy shall be defined as a newly created position or a present position that is not filled.
- Section 2. All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) workdays. Said posting shall contain the following information:
- a. Job Title
 - b. Location of Work
 - c. Rate of Pay
- Section 3. Promotion and transfer is subject to approval by the Superintendent of Schools and will be granted only upon written and documented recommendation by the Director of Buildings and Grounds and only to positions which are vacant.
- Section 4. Any employee asked by the Director of Buildings and Grounds to temporarily assume the duties of another employee will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as a result of any temporary change of duties.

ARTICLE XVI

SENIORITY

- Section 1. Seniority shall be defined as the length of service within the District in any position now in the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work, casting lots shall determine position on the seniority list.
- Section 2. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- Section 3. The Employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared within thirty (30) days after the effective date of this Agreement with revisions and updates prepared annually and furnished to the Association.
- Section 4. Seniority shall be lost by an employee upon termination, resignation, retirement, promotion or transfer to a non-bargaining unit position.

ARTICLE XVII

APPOINTMENT

- Section 1. Appointment to any position is subject to approval by the Superintendent of Schools or his/her designee.
- Section 2. All new, returning, and re-classified personnel shall be given a Notice of Employment, a copy to be filed in the employee's official personnel folder, stating the employee's classification and rate of pay.

ARTICLE XVIII

PROBATIONARY EMPLOYEES

- Section 1. Each employee shall be required to successfully complete a probationary period of ninety (90) days.
- Section 2. During the probationary period, employees shall be covered by all provisions of this agreement unless otherwise specified.
- Section 3. The probationary period shall be utilized for closely observing the employee's work performance. Notwithstanding Section 2 of this article, during the probationary period, an employee may be terminated and he/she shall have no recourse under this collective bargaining agreement.

ARTICLE XIX

RETIREMENT

All employees meeting the eligibility requirements of RSA 100-A shall be covered under the New Hampshire Retirement System.

ARTICLE XX

TERMINATION AND SUSPENSION

- Section 1. Termination from any position is subject to approval by the Superintendent of Schools and will be granted only upon the recommendation of the Director of Buildings and Grounds or his/her designee. The Superintendent of Schools shall provide a two (2) week written notice of termination to every employee who has been terminated.
- Section 2. All employees shall furnish the Director of Buildings and Grounds with written Notice of Intent to Terminate at least two (2) full weeks prior to the date of termination.
- Section 3. The specific grounds forming the basis of any unpaid suspension or discharge shall be provided to the employee in writing.

ARTICLE XXI

REDUCTION IN FORCE

- Section 1. Layoff shall be defined as a reduction in the work force occasioned by any reason other than the voluntary termination or discharge (for disciplinary or performance reasons) of employees.
- Section 2. The Board determines, in accordance with RSA 273-A:1 XI, when and to what extent a layoff is necessary, however affected employees will be provided with at least a three (3) week notice of such actions. The Board will make every reasonable effort to reduce the impact of a reduction in force on the current staff by absorbing as many positions as possible through attrition (retirement, resignations and leaves).
- Section 3. Laid off employees are eligible to continue participation in the District's health insurance program at their own expense, and to the extent provided under the law (COBRA).

ARTICLE XXII

VACATION

- Section 1. Full-time regular employees with less than five (5) years accrue at .833 days for each month worked up to a maximum of ten (10) days.
- Full-time regular employees with more than five (5) years accrue at 1.25 days for each month worked up to a maximum of fifteen (15) days.
- Full-time regular employees with more than ten (10) years accrue at 1.67 days for each month worked up to a maximum of twenty (20) days.
- Full-time regular employees with more than fifteen (15) years accrue at 2.083 days for each month worked up to a maximum of twenty five (25) days.
- Section 2. The anniversary date of full-time employment shall be used to calculate an employee's length of service for purposes of vacation earning level.
- Section 3. Any employee may request that his/her vacation be staggered throughout the school year; however, if this does not conform to the required work schedule, the Director of Buildings and Grounds may request the employee to take his/her vacation at a time convenient to work requirements of the School District.
- Section 4. If there is a conflict among the employees requesting vacation the first leave form submitted will be honored.
- Section 5. Requests for the use of vacation time shall be submitted to the Director of Buildings and Grounds at least two (2) weeks in advance of requested usage. When possible, requests for vacation for the summer months shall be submitted to the Director of Buildings and Grounds by June 1st. Management has the right to deny / grant vacation.

Section 6. Vacation time may be accumulated from fiscal year to fiscal year up to a maximum of fifteen (15) workdays. Upon termination, an employee shall be paid for all unused vacation time based upon his/her rate of pay at termination. An employee may cash out up to ten (10) days of accumulated vacation time at the end of each fiscal year with the proceeds to be deposited in a qualified retirement account to be established by the District.

Section 7. At least once each fiscal year the Superintendent's Office will provide a report to the employees listing each bargaining unit employee, their full-time employment anniversary dates, rate of vacation accrual, and the number of days accumulated, to date, by each employee.

Section 8. An employee needing time off may request an adjustment of his/her work schedule to make up the time or use vacation leave to the extent available or elect a deduction in pay to cover the absence. Approval by the Director of Buildings and Grounds is required regardless of the requested alternative.

ARTICLE XXIII

HOLIDAYS

Section 1. Employees shall be entitled to full pay for recognized holidays identified each year by the Superintendent of Schools.

Section 2. To be eligible for holiday pay, an employee must work the scheduled work day prior to the holiday and the scheduled work day following the holiday unless otherwise authorized by the Director of Buildings and Grounds. Approved sick leave, bereavement leave, vacation leave, and personal leave will not be used to negate holiday pay.

ARTICLE XXIV

PAID LEAVE

SICK LEAVE

Section 1. Leave with pay, will be granted due to personal or family illness or disability within the limits of available accrued sick leave time. For the purposes of this paragraph, the term "family" shall mean a mother, father, spouse, son or daughter of the employee. A doctor's certificate may be required upon an employee's return from an absence. One day will be granted up front to each staff member eligible for sick time in July of each year. Then additional sick leave will be earned at the rate of one (1) day (based on normally scheduled hours per day) per calendar month for full-time employees and part-time employees normally scheduled to work 52 weeks a year. Part-time employees (scheduled to work less than 52 weeks a year) and temporary employees are not eligible for sick leave.

Section 2. Employees are responsible for contacting the Director of Buildings and Grounds as soon as practically possible, preferably before the start of their work day, whenever s/he cannot come to work due to an illness.

Section 3. Consecutive leave in excess of three (3) consecutive days should be reported by the Director of Buildings and Grounds to the Human Resources Coordinator at the Superintendent's Office.

Section 4. In the first year of employment, an employee who has lost wages for taking sick leave prior to accrual may be reimbursed by notifying the business office by June 1 of the fiscal year in which the wages were lost and cashing in sufficient accrued sick leave to cover the reimbursement.

Section 5. Sick leave may be used in half day or four (4) hour increments.

Section 6. An employee's sick leave accumulation will be limited to a maximum of ninety (90) workdays.

Section 7. If an employee has more than the number of days necessary to cover the period between the beginning of his/her absence and the on-set of disability insurance he/she may use the additional sick leave days/hours to supplement the disability benefit up to an amount equal to full pay.

Section 8. Full time employees who have accrued the maximum number of sick days (90) and who have nine (9) or more unused sick days during the school year, shall be paid the sum of three hundred dollars (\$300) before June 30th of each year.

Section 9. Any employee, upon termination, who has fifteen (15) consecutive years of service to the District and is eligible for retirement, shall be compensated for all accumulated sick days. Such compensation shall be equal to forty percent (40%) of the employee's per diem pay for each day of said employee's accumulated sick days to a maximum of ninety (90) days and paid to the employee within thirty (30) days of the last day of employment.

PERSONAL LEAVE/EMERGENCY

Section 10. Up to three (3) days of personal leave (non-accumulative) during a fiscal year may be granted, with pay, upon the recommendation of the Director of Buildings and Grounds and the approval of the Superintendent of Schools. Such request shall be submitted, in writing, at least one (1) week in advance unless an emergency occurs where a one (1) week notice is impossible.

Section 11. Reasons for this leave will be for personal or legal business, household or family matters which cannot be accomplished outside the normal workday. Unused personal leave shall be paid to the bargaining unit member by July 15th of each year based upon one half their hourly rate of pay as of June 30 of the year the personal days were accrued.

Section 12. If the Director of Buildings and Grounds has a question regarding the legitimate use of personal/emergency leave he/she may request documentation, within a week following an employee's return to work, to support the leave. If the employee does not provide the requested documentation for the absence, up to three (3) days allowed, will be charged to accumulated sick leave.

BEREAVEMENT LEAVE

Section 13. Up to three (3) days bereavement leave during the fiscal year shall be granted with pay to any full time employee who requests such leave for each occurrence of a death in the employee's or employee's spouse's immediate family. "Immediate family" shall mean husband, wife, son, daughter, father, mother, brother, sister, grandparent or grandchild of the employee, or any person living in the household of the employee.

Up to one (1) day bereavement may be granted with advance approval of the Superintendent for the purpose of attending the funeral or memorial service of an individual other than a member of the employee's immediate family.

JURY LEAVE

Section 14. If a full-time employee is called for jury duty during his/her working hours or is required by subpoena to appear during his/her work hours in any judicial or administrative matter, the District shall pay the difference between gross jury pay or witness fee and the employee's regular base pay. The employee shall turn the jury pay or witness fee over to the District and the District shall pay the employee his or her regular wages. Part-time employees shall also be paid the difference between the jury pay or witness fee and their regular base pay provided the part-time employee does not receive jury pay from another employer. If the employee completes said jury duty or other appearance with two (2) or more hours remaining on his or her regularly scheduled shift, he or she shall report to work for the remainder of the shift.

ARTICLE XXV

FAMILY MEDICAL LEAVE ACT

Section 1. The employee may elect to continue those District insurances during the period of such leave which he/she would have if active employment were uninterrupted.

Section 2. The employee must request leave by contacting the Superintendent's office thirty (30) days in advance when the leave is foreseeable. If the leave was not foreseeable, the employee must provide as much notice as practicable. When permitted by law, the employee shall substitute paid leave under School District policy for unpaid FMLA leave.

Section 3. Nothing contained herein shall be interpreted to deny any employee's rights under the FMLA or this Collective Bargaining Agreement.

Section 4. Subject to the definitions and requirements provided in the School District's Family and Medical Leave Act (FMLA) Policy dated August 15, 1994, an eligible employee may request and will be granted up to twelve (12) work weeks of unpaid family or medical leave during a twelve (12) month period for one or more of the following events:

- a. The birth and first year care of a child;
- b. The placement of a child for adopting or foster care in the employee's home;

- c. The care of the employee's spouse, child or parent with a serious health condition; or
- d. The employee's serious health conditions which renders him/her unable to perform the functions of the employee's position.

Section 5. The twelve (12) month period, for FMLA purposes, shall be calculated for each employee based upon the initial date of his/her first week of leave.

ARTICLE XXVI

INSURANCE BENEFITS

Section 1. The District agrees to provide a flexible benefits plan including a selection of Health Insurance Plan(s), Dental Insurance, Life Insurance, and Long-Term Disability Insurance. Full-time regular employees may select a mix of benefits utilizing the annual District subsidy provided for insurances.

Section 2. The annual subsidy provided to full-time employees shall be based upon the current formula for the flexible benefits plan using eighty-five percent (85%) of the HMO as the District's contribution for the health insurance component of the calculation.

Section 3. The employee's share of selected coverage(s) in excess of the subsidy provided by the District must be paid in advance, on a monthly basis.

Section 4. Reimbursement Accounts - Under this Flexible Benefit Plan, Reimbursement Accounts shall be available to the maximum amount permitted by law. The employee's contribution may come from his/her Flex allotment or as a tax free payroll deduction.

Section 5. The waiver of coverage option with a "buy-out" rate of forty percent (40%) of the employee's unused portion of his/her flex plan allotment to the employee will be continued. In cases where both spouses are employed by the District the buy-out of forty percent (40%) is based on the subsidy for single persons.

Section 6. The District shall provide at no cost Hepatitis B immunization.

Section 7. The District shall reimburse employees up to \$50.00 per year for appropriate work-related footwear. Employees who do not seek reimbursement shall be allowed to submit up to \$100 in the subsequent year. This reimbursement would only apply from one year to the next and would not be cumulative beyond \$100.

ARTICLE XXVII

STABILITY OF AGREEMENT

If any provisions of this Agreement are found contrary to law, then such provision shall not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties agree to promptly meet to re-negotiate any provisions declared invalid.

ARTICLE XXVIII

EFFECT OF AGREEMENT

- Section 1. This instrument constitutes the entire Agreement of the Board and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.
- Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had 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 the opportunity are set forth in the Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. The foregoing waiver of the obligation to bargain may be superseded by mutual agreement of the parties.
- Section 3. All employees shall comply with School Board Policies and State and Federal regulations.

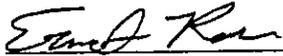
ARTICLE XXIX

DURATION

This Agreement shall be in full force and effect from twelve o'clock midnight June 30, 2007 until twelve o'clock midnight June 30, 2011.

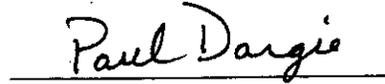
For the Milford Educational
Personnel Association

For the Milford School Board


Ernest Ross, President

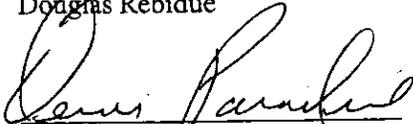



Ronald Post, Treasurer




Douglas Rebidue




Denis Paradise




5/31/07
Date

6/4/07
Date

Appendix A

Salaries

The hourly wage for custodians and groundskeepers in 2007-2008 will be \$13.54 per hour. The premium for assistant lead custodians and groundskeepers will be \$.50 per hour. The hourly wage for lead custodian and maintenance in 2007-2008 will be \$16.52 per hour. The longevity amount will be \$.70 per hour.

The hourly wage will increase by two percent (2.0%) on July 1, 2007, July 1, 2008, July 1, 2009 and July 1, 2010. In addition, each employee will be eligible to receive a full merit adjustment of 2% on July 1, 2007, July 1, 2008, July 1, 2009 and July 1, 2010.

Based upon evaluations of year-long performance, the Director of Buildings and Grounds will determine whether or not the employee will receive either (a) the full merit adjustment; or (b) no merit adjustment. Any employee at risk of not receiving a merit adjustment shall receive preliminary notice no later than April 15. Final notices shall be issued by June 1. The decision of the Director of Buildings and Grounds shall not be grievable under Article VII of this Agreement but may be appealed within five (5) working days to a panel selected by the Superintendent consisting of the Principal of the building to which the employee is assigned, a Lead Custodian from another building, and the Business Administrator. The panel will issue its decision no later than June 30. The decision of the panel shall be final and binding on all parties and may not be grieved.

An employee not receiving a merit adjustment will be given the opportunity to initiate an improvement plan by August 1. An employee who initiates an improvement plan will be provided an interim review no later than the following January 15. If the employee has demonstrated sufficient improvement in performance as determined in sole discretion of the Director, the employee will be eligible for the prior merit adjustment by February 1, but the merit adjustment shall not be retroactive. An employee who does not receive the merit increase on either July 1 or February 1 will have his/her wage adjusted upward on the subsequent July 1 to a level that he/she would have earned with the merit increase, but the adjustment will not be retroactive. Any new merit increase effective on July 1 will be in addition to this adjusted rate.



**Appendix B
Grievance Report Form**

Grievance No. _____

Milford School District

To: _____

Complete in triplicate with copies to:

Director of Buildings and Grounds

1. Director of Buildings and Grounds
2. Superintendent
3. Union

School: _____ Name of Grievant: _____ Date Filed: _____

Level I

Date of Grievance: _____

1. Statement of Grievance (be sure to detail the article(s), section(s) of the Agreement alleged to have been violated and the names, dates and other related facts to which will provide a sound basis for a complete understanding of the grievance.)

2. Relief sought:

Signature of Grievant: _____ Date: _____

Signature of Union Rep: _____ Date: _____

Answer given by the Director of Buildings and Grounds: _____ Date: _____

Signature of Director of Buildings and Grounds: _____

Date: _____

Level II

Date received by Superintendent (or designee): _____

Answer given by Superintendent (or designee):

Signature of Superintendent: _____ Date: _____
(or designee)

Level III

Date received by the School Board: _____

Answer given by the School Board:

Signature of School Board Chairperson: _____

Date: _____

Appendix A

Salaries

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Answer given by the Director of Buildings and Grounds: _____ Date: _____

Signature of Director of Buildings and Grounds: _____

Date: _____