Multi-Year Master Agreement

Between

AFSCME Council 93
Local 863

and the

Rochester School Board

July 1, 2010
to

June 30, 2012

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AGREEMENT

This Agreement is made and entered into by the Rochester School District (hereinafter called the District) and Local 863 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called the Union) representing the Head Custodians, Custodians, Ground-keepers, Utility Persons and Maintenance Persons.

Article 1 - Recognition

A. In accordance with the New Hampshire Public Employee Labor Relations Board certification of August 10, 1990, the Board recognizes the Union as the sole and exclusive representative of all permanent full-time and part-time employees of the Buildings and Grounds Department, including Head Custodians, Custodians, Groundskeepers, Utility Persons, and Maintenance Persons. Excluded: Director of Facilities and Assistant Director of Facilities.

B. Whenever used in this Agreement, the term full-time employees shall refer only to employees regularly scheduled to work thirty (30) or more hours per week on a permanent basis. The term part-time employees shall refer only to employees working less than thirty (30) hours per week on a permanent basis.

C. 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 Rochester School District.

D. Whenever used in this agreement one (1) day shall be the equivalent of 1/5 of the regular work week schedule of any individual employee. For the purposes of leaves, one week shall be the equivalent of the regular work week schedule of any individual employee. All leaves and accruals are recorded as hours in compliance with the day and week wording herein.

Article 2 - Probationary Period

A. Whenever re-employments are made, or the District hires new employees, they must complete a one hundred eighty (180) probationary period before attaining rights under this Agreement. It is understood that probationary employees are employees at will and may be discharged at the sole discretion of the District.

B. An employee who is promoted to a higher level shall be placed in a probationary status not to exceed sixty (60) days or the balance of the original probationary period, whichever is greater in the higher position. In the event

that the employee does not perform satisfactorily in the higher level duties, he/she shall be reduced in status to the same classification, pay grade, and pay step that he/she had prior to promotion without loss of seniority. In the event that an employee is promoted prior to the completion of his/her original probationary period, Article 2, Paragraph A, may prevail if satisfactory performance is not achieved.

Article 3 - Working Conditions

A. Hours of Work and Overtime

1. The normal work week for full-time employees shall be thirty hours or more, with the hours of work to be determined and scheduled by the Director of Facilities. The District shall make reasonable efforts to schedule these hours on five consecutive days. Normal working hours shall be between 7:00 a.m. and 3:00 p.m.

2. Overtime will be paid in compliance with all Department of Labor laws and regulations. Except in the case of emergencies, health, safety and preservation of public property, all hours worked in excess of regularly scheduled hours must be approved in advance by the Director of Facilities or designee. Overtime will be paid for actual hours worked over forty (40) during any one week period, defined as 12:00 am Sunday to 11:59 PM Saturday. For the purpose of determining a forty (40) hour week, vacation time shall count as hours worked. No temporary employee shall be offered overtime until all regular employees have been afforded the opportunity for such overtime. However, the provisions of this Article will not prevent the District from responding to emergency situations. At the request of the employee and with the approval of the Director, overtime worked through the end of May, may be recorded as comp time up to forty (40) hours at the rate of one and one-half hours of comp time for each hour of overtime worked. Comp time will not be available for overtime worked in June. All comp time must be used by June 30 or it will be paid as wages.

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

4. An employee who is called back for work by his/her supervisor or other authorized administrator without prior notice of at least twenty-four (24) hours shall be paid at the overtime rate with at least a minimum of two (2)

hours callback time at the overtime rate, during which time, the supervisor may assign appropriate work.

5. Starting and finishing hours for all employees covered by this agreement shall be set by the Superintendent of Schools or his/her designee. Except in emergencies, the employee will be given one week of notice prior to a change in his or her normal schedule.

6. Lunch

   a. Maintenance, Grounds, and Utility employees shall be entitled to up to one-half hour of paid lunch per day which, except in cases of emergency, shall be uninterrupted, and one (1) paid break of fifteen (15) minutes.

   b. Custodial employees shall be entitled to a one-half hour paid lunch, but shall be available for duties as they arise during said lunch break, and shall be entitled to one (1) fifteen minute break.

   c. Breaks shall be scheduled as close as possible to one-half (1/2) way between start and lunch.

   d. During summer months (i.e. from the day after school ends until the day before school begins for students) Maintenance, Grounds, and Utility employees may work a schedule identical to custodial personnel, including the half hour paid lunch.

B. Bulletin Boards

The District shall provide a bulletin board in each school and in the Maintenance Building for the posting of notices of the District addressed to the employees and notices of the Union addressed to its members. The District shall locate its bulletin boards at convenient locations in the schools. No notice shall be posted in or around the District property, except on such boards and then only after approval by the District as being suitable for posting and until it shall have been signed by the Union President, Secretary or Chairperson.

C. Safety

1. The District shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the District and the Union may meet once every ninety (90) days during regular working hours to discuss such regulations. The Committee shall be composed of two (2) Union appointed representatives and two (2)

representatives appointed by the District. The Union agrees that its members who are employed by the District will comply with the posted District's rules and regulations relating to safety, economy, continuity and efficiency of service to the District and the Public.

2. The Union and its members agree to exercise proper care and to be responsible for all District property issued or entrusted to them.

3. All employees shall be provided with the materials, including tools (except for a basic set of small tools such as a hammer, screwdrivers, pliers and crescent wrench) and equipment, that the district deems necessary to perform their assigned duties. The District will provide lockers at the Maintenance Shop wherein Maintenance employees may store their tools.

4. An annual allowance of $250.00 per employee shall be used to purchase mutually agreed upon uniforms and any other clothing and boots that the employee uses for work (at the employee's discretion). Any unused funds that an employee may have from the annual $250.00 clothing allowance at the end of the year shall be paid to the employee. The Director may require an employee to purchase clothing or footwear up to the $250.00 allowance when in the discretion of the Director it is necessary to maintain School District standards.

D. Use of Temporary or Welfare Workers

Whenever temporary or Welfare Workers are used, employees covered under this Agreement shall not be held responsible for the quality of work for said workers, except that the Director of Facilities shall be notified if a temporary or Welfare Worker is doing poor quality work or refusing to work.

Article 4 - Wages

A. Wage Schedules

See Appendix A for Wage Schedule

B. Existing Special Steps (Grandfather Clause)

The custodial employees who are on the special steps beyond Step 5 of the custodial wage scale shall be grandfathered for the term of this contract at a wage as described in Appendix A. Employees shall not be eligible for movement from the Grandfathered to the Special Step.

No employee who is not paid according to the special step at the time of ratification of this contract will be eligible to progress to the special step.

C. Step Increments

1. Covered employees shall be moved to Step 1 upon successful completion of the probationary period. Movement to steps 2 through 5 shall be solely on the basis of merit.
2. Merit evaluations shall be completed for all covered employees each year. Employees qualifying for a merit increase shall receive the increase effective July 1.
3. Covered employees who fail to qualify for a merit increase based on the June evaluation may request, in writing, a second evaluation to be completed by December 15. If the employee qualifies for the merit increase under the second evaluation, the increase shall be effective on January 1. Written requests for the second evaluation must be received by the Facilities Manager no later than September 1.
4. In order to qualify for a merit increase on July 1 during his or her first year of employment, an employee's hiring date must fall between July 1 and December 31. Employees with a hiring date between January 1 and June 30 may, during their first year of employment, request a merit evaluation under the provisions of Paragraph 3, above.
5. No employee will be eligible for more than one merit increase per year.
6. The evaluation procedure will continue as described above, employees who have received steps as a result of merit evaluations completed prior to the effective date of this Agreement will retain those steps (including those who have qualified for the bonus under subparagraph 6, above), and all other merit procedures affecting wages will remain as an integral, but inactive, part of this Agreement to be reactivated upon its termination if no successor Agreement has modified those procedures.

D. Stipends

In addition to the above wage schedules, the following amounts shall be paid annually for extra responsibilities within the employee's classification:

Position	Amount
Head Custodian - Elementary Building	$ 1,075.00
Head Custodian - Secondary Building	$ 1,325.00
Night Supervisor - Secondary Building	$ 825.00

These stipends shall be pro-rated and paid in bi-weekly installments with the employee's regular wages.

E. Longevity Pay

1. All Full-Time employees shall receive longevity pay as follows:

Effective July 1, 2007:

After Completion of Years of Service	Amount
3 - 4	$300.00
5 – 9	$525.00
10 - 14	$700.00
15-20	$875.00
more than 20	$1050.00

2. Longevity shall be paid to employee, who complete the years of service requirement by December 31 of the applicable calendar year as indicated by their anniversary date, in the first pay period in December in a separate check. . In the event an employee retires or terminates service prior to the longevity payment, a prorated payment will be made upon termination based on the number of days worked in that calendar year. In the event that an employee terminates after the payment has been made and before December 31 of that calendar year, a prorated deduction will be made based on the number of days not worked for that calendar year.

F. Extra-Curricular Work Opportunities

When functions held in a school building require the presence of an employee from this Department, notice of the job opportunity shall be posted in advance. Assignments shall be at the discretion of the Director of Facilities.

G. Licenses

The School District will pay for license fees and training to maintain the license provided the license is a posted requirement of the job.

H. Annual Appropriations Necessary to Fund Agreement

The parties recognize that any agreement reached between them which requires the expenditure of public funds for its implementation is conditioned upon, and is not binding unless and until, the necessary appropriations have been made by the Rochester City Council. The School Board agrees to make a good faith effort to secure the funds necessary to implement said agreement. If the necessary appropriations are not made by the City Council, the parties shall return to the bargaining table to address this shortfall in funding.

Article 5 - Insurance

A. Health Insurance Package

1. All full-time employees shall be eligible for health insurance coverage provided by the Local Government Center, which shall consist of a point of service plan and membership in a health maintenance organization. Effective July 1, 2011; the following plans will be provided:

   Blue Choice Point of Service – BC3T15IPDED/RX 10/20/45
   $15.00 Office Visit Co-Pay, $75.00 ER Co-Pay, $150/$450 annual deductible

   Matthew Thornton HMO – MTB20IPDED/RX 10/20/45
   $20.00 Office Visit Co-Pay, $150.00 ER Co-Pay, $250/$750 annual deductible

2. The Board agrees to pay eighty percent (80%) of any premium increases for FY 2011 and 2012. If this Agreement shall expire on June 30, 2012 without a successor agreement in place, the Board's health Insurance obligation for FY 2012 and thereafter shall not exceed its obligation for FY 2011. The Board reserves the right, after 15 days advance written notice to the Union, to change carriers or modify the plan provided similar benefits are maintained. The parties agree that the obligation to provide similar benefits does not require the Board to provide identical benefits.

3. The District shall offer employees the option to enroll a domestic partner in the medical and dental plans offered to bargaining unit members, provided the employee and their domestic partner complete and submit the forms provided by the medical benefits provider to establish their eligibility for insurance.

4. All Full-time employees shall be eligible to participate in the District-sponsored dental insurance plan. The District agrees to pay one hundred percent (100%) of the premium cost for single-person coverage for the current Single Low option dental plan, or its equivalent. If the employee chooses two-person or family coverage the additional premium shall be withheld through payroll deduction.

5. The District shall pay one hundred percent (100%) of the premium cost of a seven thousand five hundred dollar ($7,500) life insurance policy for each full-time employee.

6. Prescription Reimbursement

   For School Year 2011-2012, the District shall reimburse up to $2,000 for employees employed as of the date of this contract with prescriptions in the highest co-pay category. The Administration and the Union shall develop a mutually agreeable mechanism for identifying the employees entitled to reimbursement and the amounts thereof.

7. The District shall allow employees to enroll in a so-called Section 125 flexible pre-tax spending benefits plan. This plan may be administered by a vendor hired by the District, and shall follow all applicable Federal and State rules and regulations. The District shall pay the administrative fees.

B. Workers' Compensation

1. Workers' Compensation benefits will be provided as specified in the New Hampshire Statutes. In cases where an employee is on total disability, the District shall pay to the employee the difference between the Workers' Compensation benefit and the employee's take-home pay.

2. In no event shall such payments exceed the employee's accumulated sick leave. An employee may elect, at the outset of his/her disability, not to receive the differential. Such election must be made in writing to the Superintendent's Office. In that case, no charge will be made against his/her sick leave.

C. *AFLAC*

Employees may elect to participate In ALFAC at their sole expense, which may be paid through payroll deductions.

Article 6 - Holidays and Vacations

A. Holidays

1. All full-time employees who have completed the probationary period, shall be paid the following named holidays:

New Years Day	Labor Day
Presidents' Birthday	Columbus Day
Civil Rights Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Floating Holiday	Christmas Day

2. With the exception of Columbus Day, all work performed on a designated holiday shall be paid one and one-half times the employee's regular rate of pay for all approved hours worked, in addition to the holiday pay.

3. Full-time employees who are required to work their regular shift on Columbus Day will receive the day after Christmas as their paid holiday in place of Columbus Day.

4. In order to qualify for the holiday pay referred to in Paragraph 1 above, the employee must have worked the last scheduled work day before the holiday and the first scheduled work day after the holiday, except for any authorized leave (personal business leave excluded).

5. All hours paid on a holiday shall be counted as hours worked for the purpose of computing overtime.

B. Vacations

1. Vacation eligibility shall be dependent upon continuous service and employment as a full-time employee on a fifty-two (52) week basis. Vacation time will be posted at the end of the month of the employees' anniversary date. Annual vacation may be taken at one time or several days at a time with the consent of the supervisor. For the purpose of this Article, one week shall be the equivalent of five (5) days.

2. Vacation time shall be granted in the following increments:

   Vacation time in weeks/hours conversion as described in Article 1, paragraph D.

   After 1 year of continuous service.....1 Week
   After 2 years of continuous service.....2 Weeks
   After 5 years of continuous service.....3 Weeks
   After 10 years of continuous service.....4 Weeks

3. Vacation Procedures

   a. The supervisor will determine the annual vacation schedule taking into consideration the best interest of the Department, the particular needs within the Department, and the desires of the individual employee.

   b. Vacation schedules will be the responsibility of the supervisor. The final requests for vacations should be completed by April 1 of each year. During the month of March, employees may make application in writing for vacation time off. In the event that more employees apply for time off

than can be spared from the job at a given time, seniority will be the basis for resolving priority. Each employee will be given a written disposition of his/her request no later than May 1. Approved vacation time off will not thereafter be canceled or changed without the mutual consent of the supervisor and the employee.

c. An employee who desires his/her full annual vacation pay before going on annual vacation should notify the payroll supervisor at least twenty (20) days in advance of his/her last working day.

d. If an employee terminates his/her service or takes an extended leave of absence, he/she will receive full pay for all accumulated annual vacation which he/she has not taken. All unused vacation time shall be paid at the employee's regular straight time base rate of pay when the employee terminates his/her employment. Vacation time on the books, if an employee dies while working for the District, will be paid to his/her estate.

4. For purposes of accounting, vacation days shall be granted on the employee's anniversary date of hire. Thus, when an employee has worked in the district for one full year, he/she will become eligible to take one week of vacation during his/her second year; when the employee has worked in the district for two full years, he/she will become eligible to take two weeks of vacation during each of his/her third and fourth years; etc. Employees may not accumulate more than 25 days of vacation. Any additional days will be forfeited upon the employee's anniversary date.

Article 7 - Leaves of Absence

A. Sick Leave

1. Full-time employees will accumulate sick leave at a rate of one and one-fourth (1.25) days per month during the months that the employees are on duty, accumulating to a maximum of one hundred ten (110) days. The employee shall make every reasonable effort to notify the Supervisor or his/her designee of his/her inability to work as soon as possible, with a minimum of one (1) hour notice for first shift and four (4) hours for second shift. If an employee is away from work on sick leave for more than three (3) consecutive days, the District may require a medical certificate at the employee's expense. The District will maintain a record of all credits and debits to the sick leave account for each employee. These sick leave accounts are available for inspection by the employee.

2. Up to three (3) sick days per year may be used by an eligible employee for the purpose of caring for his/her sick child, or, upon approval of the Superintendent, for a different member of the employee's family who is sick. These days shall be deducted from the employee's accumulated sick leave. Notice requirements shall be the same as those for a sick employee.

B. Maternity Leave

Maternity leave shall be treated as sick leave with the following conditions:

1. Sick leave shall be granted with a physician's statement that the covered employee is no longer able to conduct her duties without damaging the health of the mother or future child.
2. A temporary leave of absence, without pay, shall be granted earlier than sick leave by mutual agreement of the individual covered employee and the Superintendent.
3. After delivery, sick leave shall continue for one week or until such time as her physician states the mother is no longer ill and she is able to resume her duties.
4. An additional temporary leave, without pay, shall be granted by mutual agreement of the individual covered employee and the Superintendent.
5. In the case of extended leave, benefits such as raises that would normally accrue to her shall not be withheld.

C. Bereavement Leave

Bereavement leave shall be granted, upon request, when a death occurs in a permanent employee's family in accordance with the following schedule:

1. Spouse or child: Five (5) consecutive work days from the date of death excluding Saturday, Sunday and Holidays.
2. Father, Mother, Father-in-law, Mother-in-law, Sister, Brother, Grandchild, relative or ward residing in the employee's household: Three (3) consecutive work days from the date of death excluding Saturday, Sunday and Holidays.
3. Grandmother, Grandfather, Aunt, Uncle, Sister/Brother-in-law, Son/Daughter-in-law: One (1) day for the purpose of attending the funeral.
4. Leave to attend the funeral of any individual not listed above shall be granted only at the discretion of the Superintendent of Schools and may be granted only one time per year per employee.

5. Under extenuating circumstances as determined by the Superintendent, two (2) additional consecutive work days with pay may be granted under Section 1, 2 or 3 with written approval of the Superintendent.

D. Personal Business Leave

Personal business leave may be granted by the Superintendent, not to exceed one (1) day per employee per year. The granting of said leave is at the sole discretion of the Superintendent or his/her designee, shall be on a paid basis, and must be requested, in writing, a minimum of 24 hours prior to the anticipated leave date.

E. Jury Duty

1. An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the District an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the District on that day and the daily jury duty fee paid by the court or agency (not including travel allowances or reimbursement or expenses), for each day on which he/she otherwise would have been scheduled to work for the District.

2. In order to receive payment, an employee must give the District prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

F. Other Leaves of Absence

1. Leaves of absence may be granted, without pay or benefits, but with no loss of any other employment rights, upon recommendation of the Superintendent. Employees must submit a request at least two (2) weeks before the leave is to begin. The Superintendent may waive the two week rule in cases of emergency.
2. With the prior approval of the Superintendent or his designee, covered employees may make application for a total of two (2) days leave of absence with pay for attendance at professional conferences, work-related conventions, training institutions, seminars and school.

3. Except under extenuating circumstances, written application for this leave shall be received in the Superintendent's Office seven (7) school days prior to such leave. The Superintendent may extend this leave if he/she determines that it is the best interest of the District.

G. Perfect Attendance Incentive

Any covered employee with perfect attendance for the year, defined as no sick or personal leave usage, will receive a $150.00 incentive bonus.

H. Family and Medical Leave (FMLA)

Unpaid leave(s) of absence shall be granted to any covered employee who qualifies under the provisions of the Family and Medical Leave Act of 1993 (FMLA). A physician's signed statement of approval to return to work will be required for any employee who has been absent because of his/her own illness for more than three days under this provision. Paid leave taken for an FMLA purpose shall run concurrently with an employee's FMLA leave. Entitlement to FMLA leave shall be based upon the "rolling forward" method for calculating any twelve (12) months.

Article 8 - Educational Incentive

A. When the District requires an employee to attend an educational conference or course, the District shall pay the cost thereof, in advance, to the organization sponsoring the conference or course.

B. When an employee requests to attend an educational course or program, an application and estimated expenses must be submitted in advance to be used, in part, in determining approval or disapproval by the Superintendent of Schools. The employee shall initially pay for such approved course or program and will be reimbursed therefor, within thirty (30) days after submitting evidence of successful completion.

Article 9 - Promotions and Transfers

A. Job vacancies will be posted for five (5) working days in each school on a bulletin board designated for such purpose. Job postings will include job specifications (where available), location, rate of pay, hours, if it is a permanent position with a permanent rating, and the date for closing of applications.

B. The District reserves the right to make promotions and grant transfer requests on the basis of qualifications for the position requested, ability, and performance of duty. Seniority shall govern where the District has determined

that the employees have demonstrated equal qualifications, ability, and performance of duty.

C. An employee may be assigned to the work of any position of the same or lower class grade without change in pay. Upon cessation of such temporary assignment, such employee shall be restored to his/her original position.

D. When an employee is temporarily assigned to work in a higher class or position for a period extending beyond one full work day, such employee shall receive the entrance rate of the higher class or position, or six percent (6%) over and above his/her current rate, whichever is greater.

E. The District reserves the right to make layoffs and reductions in force on the basis of qualifications, ability and performance of duty. Seniority within job classification shall govern where the District has determined that the employees have demonstrated equal qualifications, ability and performance of duty.

F. Laid off employees will be re-hired in reverse order of layoff. All employees who have been laid off will be kept on a recall list for a maximum of thirteen (13) months. Refusal to accept a position resulting from layoff or recall from layoff shall result in loss of seniority.

G. Supervisory employees shall not routinely perform work that would normally result in overtime for bargaining unit members.

Article 10 - Seniority

A. An employee who has successfully completed his/her probationary period shall obtain seniority commencing with the hiring date and continuing so long as he/she is continuously employed by the District.

Hiring date for purposes of seniority shall be the first day of continuous full-time employment. A separate list will be created for part-time employees based on their first day of continuous employment.

B. An employee shall not forfeit seniority during absences caused by the following:

1. Illness resulting in total/temporary disability due to his/her work with the District, certified to by an affidavit from the District's Workers' Compensation carrier.
2. Illness not the result of his/her own misconduct resulting in total/temporary disability, certified to by a physician's affidavit. After two (2) years, accrual of seniority will cease.
3. If drafted into active duty with the Armed Forces.
4. Maternity leave/Leave without pay.
5. Leave with pay.
6. Military leave.

C. An employee shall lose his/her seniority and have it terminated for, but not limited to, the following reasons:

1. Any cause of discharge as set forth in Articles 11 and/or 15.
2. If he/she resigns.

Article 11- Disciplinary Procedures

A. It is recognized that school employees serve the public and they are expected to follow the rules and regulations of work performance and personal conduct, to work well with their fellow employees, and to do things that contribute to good job performance and reaching the goals of the District. When behavior departs from the standards set by the District the need for disciplinary action arises.

B. All suspensions and discharges must be stated in writing, with the reasons stated and a copy given to the employee(s).

C. An employee may be formally disciplined, suspended, or discharged for, but not limited to, the following reasons:

1. Misconduct during employment
2. Incompetence or inefficiency
3. Failure to perform assigned duties
4. Disobedience to a Supervisor
5. Intoxication while on duty
6. Failure to observe rules and regulations established by the District
7. Conviction of a felony
8. Unauthorized absence from duty

D. No non-probationary employee shall be reprimanded in writing, suspended, or discharged without just cause.

E. Employees will have the right, upon request, to review and copy the contents of their personnel file. An employee will be entitled to have a representative of his/her choice accompany him/her during such review.

Article 12 - Grievance Procedure

A. Definition:

A grievance is a claim by a covered employee or a group of covered employees that there has been a misinterpretation or violation of any provision of this Agreement.

B. General Provisions:

1. All time limits specified in this Article shall mean work days, unless specified otherwise. Time limits indicated hereunder are maximum, unless extended by mutual agreement.
2. All such agreements to extensions must be in writing.
3. A grievance will be heard at a mutually agreeable time.
4. The Board and/or covered employee will make available upon request such records or other public documents which the aggrieved and the Board agree are pertinent to the processing of the grievance.
5. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the regular personnel files.
6. Failure, at any level of this procedure, to communicate the decision on a grievance within the specified time limits shall permit the grievant(s) to proceed to the next level. Failure, at any level of this procedure, to appeal a grievance to the next level within the specified time limits shall be deemed to be a waiver of further appeal of the decision and acceptance of the decision entered at that level.

C. A grievance must be filed within eight (8) working days of its occurrence or when the employee(s), by reasonable diligence, should have known of its occurrence.

D. A grievance shall be processed in the following manner:

1. The matter will be discussed orally between the aggrieved employee(s), a Union representative and the Director of Facilities or his/her designee.
2. If the grievance is not adjusted in (1) above, within three (3) working days, the grievance shall be reduced to writing and submitted to the Superintendent of Schools within five (5) working days.
3. If the grievance is not adjusted in (2) above, within ten (10) working days, the grievance may be taken to the School Board to be heard at its next regular meeting or another mutually agreeable time.
4. If the grievance is not resolved in (3) above, within twenty (20) working days following the decision of the School Board, the grievance may be taken to arbitration. The grievant shall give written notice (see d below) to the Board, within the aforereferenced twenty (20) working days, of his/her intent to proceed to arbitration. All matters relative to grievances processed to arbitration shall be in accord with the procedures set forth herein.

a. Arbitration shall be conducted through an impartial arbitrator selected through the New Hampshire Public Employee Labor Relations Board. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall govern the arbitration proceedings, unless said rules have been modified by mutual agreement of the parties, or by the terms of this Agreement.

b. By mutual agreement, the parties may utilize the expedited rules of the American Arbitration Association.

c. Each party shall bear its own costs relative to the processing and representation of its arbitration case.

d. The notice of the grievant's intent to proceed to arbitration shall state in reasonable detail the specific nature of the issue involved and the specific remedy that is being requested. The issue as stated in the notice of arbitration shall constitute the sole subject matter to be heard by the arbitrator.

e. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

f. The arbitrator's authority and jurisdiction is solely derived and limited by the express terms of this Agreement. In interpreting or applying these terms, the arbitrator shall have no power to add to, subtract from, or otherwise substitute his or her judgment for that of the parties as reflected in the express terms of this Agreement.

g. The following areas are specifically excluded from the grievance and arbitration procedure of this Agreement;

   1) The reason(s) for the discharge of a probationary employee, or a written reprimand, suspension or discharge relative to a probationary employee.

   2) Managerial prerogatives and policy that are within the discretion of the School Board and their administrators, as set forth in this Agreement, and/or applicable state statutes and regulations.

h. The arbitrator shall have no authority to make an award of punitive damages.

i. The decision of an arbitrator made within his/her jurisdiction and authority shall be final and binding upon the parties, provided that either party may appeal any arbitration decision/award to the appropriate court in accordance with New Hampshire R.S.A. 542.

j. The costs of an arbitrator shall be borne as follows:

1) The Board and the Union shall each pay one-half (1/2) of the cost of the arbitrator for each of the first two (2) arbitrations during any twelve (12) month period.

2) If more than two (2) arbitrations occur in any twelve (12) month period, the non-prevailing party shall pay sixty percent (60%) of the arbitrator cost, and the prevailing party shall pay the remaining forty percent (40%) of each arbitration beyond the aforereferenced two arbitrations.

Article 13 - Union Security

A. Upon presentation of a signed authorization card by the employee to the District, the District agrees to deduct the official dues of said Union from the wages of each employee covered by this Agreement on a bi-weekly basis and pay the total amount of dues collected to Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, MA 02018 once a month, along with a statement indicating who has paid dues.

B. The Union will keep the District informed of the correct name and address of the Officers and Stewards of Local 863, AFSCME.

C. If employees have no check coming to them, or if their checks are not large enough to satisfy the dues, then no deduction will be made for them. In no case will the District attempt to collect fines or assessments for the Union beyond the regular dues.

D. Each member of the bargaining unit, who on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his or her membership in the Union during the duration of this Agreement (except as otherwise provided herein for annual withdrawal of membership); provided, however, that an employee may, at his or her discretion and in writing, withdraw his or her membership from the Union at any time within thirty (30) calendar days prior to each annual anniversary date of this Agreement.

E. The Union shall post notices on appropriate bulletin boards thirty (30) calendar days prior to each anniversary date of this Agreement, to advise employees of their right under Section D above.

F. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board in reliance upon written

statements by the Union representatives or be reason of any action taken by the Board for the purpose of complying with this Article.

Article 14 - Strikes Prohibited

Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns or work to rule, withholding of services or any curtailment of work or restriction or interference with the operations of the Rochester School District.

Article 15 - Management Rights

It is understood that the School Board shall have exclusive control of its operation. Nothing in this Agreement shall be deemed to limit the School Board in any way in the exercise of the regular and customary functions of management, including but not limited to the selection, assignment and direction of the working forces, the establishment of methods of operation, the establishment of plans for efficiency, and to otherwise direct and manage all other activities of the School District.

Article 16 - Severability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, by a tribunal of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. In such instances, the parties shall meet within thirty (30) days of such legal determination for the purpose of adjusting the Article affected so that it will be in accordance with the law.

Article 17 - Duration

This agreement shall be effective from July 1, 2010 through June 30, 2012.

Article 18 - Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals 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 are set forth in this Agreement. Therefore, the Board and the Union for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on this **14th** day of **July, 2011.**

For *Local 863, AFSCME Council 93*

Bruce Wheeler, Chair

For the Rochester School Board

Robert Watson, Chair

APPENDIX A
WAGE SCHEDULE

2009-2010 (Current)

CLASS	1	2	3	4	5	GRAND
CUST	13.61	13.84	14.06	14.28	14.50	14.79
GROUND	14.40	14.62	14.85	15.07	15.29	15.42
SKILLED	16.38	16.59	16.82	17.05	17.25	17.63

2010-11

CLASS	1	2	3	4	5	GRAND
CUST	13.61	13.84	14.06	14.28	14.50	14.79
GROUND	14.40	14.62	14.85	15.07	15.29	15.42
SKILLED	16.38	16.59	16.82	17.05	17.25	17.63

2011-2012 (3%)

CLASS	1	2	3	4	5	GRAND
CUST	14.02	14.26	14.48	14.71	14.94	15.23
GROUND	14.83	15.06	15.30	15.52	15.75	15.88
SKILLED	16.87	17.09	17.32	17.56	17.77	18.16

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