COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE AFSCME, COUNCIL 93, LOCAL 1801 (INSTRUCTIONAL ASSISTANTS)

AND THE

WINDHAM SCHOOL BOARD

2007-2010

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PREAMBLE

The purpose and intent of the Windham School District 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 1

Recognition

1.1 The School Board of Windham, New Hampshire (hereinafter referred to as the "District") hereby recognizes the American Federation of State, County and Municipal Employees, Council 93, Local 1801 (hereinafter referred to as the "Union") as the exclusive representative of the bargaining unit described below for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

1.2 The District recognizes the Union as the exclusive bargaining agent of all Instructional Assistants in accordance with PELRB, case no. A-0591 issued June 21, 2001.

ARTICLE 2

Dues and Deductions

2.1 Upon individual written authorization by a Union member, covered by this Agreement, and approved by the Union president, the District agrees to deduct from the pay of each employee so authorized the current Union dues or fair share fee as certified to the District by the Treasurer of the Union. Said deductions shall be made each pay period, provided, however, that if an employee has no deductions coming to him/her or the check is not large enough to satisfy the deduction, then, in that event, no collection will be made from said employee for that pay period.

2.2 The District shall send the amount so collected at least one (1) time per month to Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, MA 02108, along with a statement indicating who has paid the dues/ fair share fee. Should there be a dispute between an employee and/or the District, over the matter of deductions, the Union agrees to defend, indemnify and hold harmless the Board, the District and their agents in any such dispute.

2.3 Employees hired after the effective date of this agreement who elect not to join the Union shall be required to pay a fair share fee, not to exceed actual membership dues. This fee will be deducted in accordance with the other provisions of this article. Payment or non-payment of the fair share fee shall not constitute a condition of continued employment.

ARTICLE 3

Seniority

3.1 Seniority shall relate to the time an employee has been continuously employed by the District in positions in this bargaining unit.

3.2 An employee shall lose his/her seniority if the employee's employment ends for any reason.

3.3. Seniority shall not be interrupted by paid leaves of absence.

3.4 Seniority lists shall be posted on the Union bulletin boards once a year in October.

ARTICLE 4
Vacancies/Transfers

4.1 Notices of bargaining unit vacancies shall be posted on the official bulletin board in each school and on the official School District website. Such posting shall be posted for a period of at least five (5) business days.

4.2 The posting shall contain the title of the position, name and location of the school, wage rate, minimum qualifications, name of the person to which the application is to be returned and the date by which the application is to be returned.

4.3 An employee who desires to apply for a known vacancy shall submit an application, in writing, to the Human Resources Manager within five (5) business days from the date of the posting.

4.4 By September 15th of each year the District shall notify the President/Chairperson of the Union in writing, of the names, addresses, rate of pay, position of each bargaining unit member.

4.5 Qualified bargaining unit employees shall be offered the initial opportunity to fill any new or vacant bargaining unit position prior to the District contracting out said position. Qualifications are as determined by the District and not subject to the grievance procedure.

4.6 Business days, for purposes of Article 4, shall mean Mondays through Fridays, excluding vacations other than summer vacation.

ARTICLE 5

Reduction in Force

5.1 The District shall have the authority to determine the number and qualifications of employees.

5.2 In the event the District determines it is necessary to conduct a lay-off, it shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary lay-offs.

5.3 Once it has been determined that a reduction-in-force is necessary, the District shall choose employees for layoff based upon assessment of the employee's ability, qualifications, experience and performance. If all these factors are equal in the judgment of the Superintendent of Schools or his/her designee, seniority will be the determining factor.

ARTICLE 6

Disciplinary Action

6.1 Disciplinary action shall normally follow this order, however, disciplinary action may be taken out of order depending on the severity of the infraction:

A. Verbal Warning
B. Written Warning
C. Suspension Without Pay
D. Discharge

6.2. All written warnings, suspensions without pay and discharges shall be documented with a copy given to the employee and the Union at the time of such action.

6.3 The personnel record of an employee shall be cleared of reprimands after a period of five (5) years from the date of the infraction provided there are no similar infractions in the intervening period.

6.4 Nothing that may be used against an employee shall be placed into the personnel file of the employee until the employee is given an opportunity to review it. The employee shall sign it acknowledging that the opportunity 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 sign, 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 7

Grievance Procedure

7.1 A grievance is defined as an alleged violation of a specific provision of this Agreement. However, a grievance may not be filed concerning the following: (1) any matter for which a specific method of review is prescribed by law; or (2) any rule or regulation of the State Department of Education; or (3) any bylaw of the Board of Education pertaining to its internal organization; or (4) any matter which according to law is either beyond the scope of Board authority or is limited to unilateral action by the Board alone; or (5) a complaint concerning evaluation of an employee's performance.

7.2 A grievance must be filed within ten (10) calendar days of its occurrence or when the employee by reason diligence should have known of its occurrence. Grievances 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 to the grievant's/Union's satisfaction in (A) above within five (5) calendar days, the grievance shall be reduced to writing and may be appealed to the Superintendent of Schools.

C. If the grievance is not adjusted to the grievant's/Unions satisfaction in (B) within ten (10) calendar days, the grievance may be appealed to the School Board.

D. If the grievance is not adjusted to the grievant's/Union's satisfaction in (C) within twenty (20) calendar days, the Union may demand arbitration.

7.3 The following procedure shall be used to secure the services of an arbitrator:

A. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) calendar days of the Union's demand for arbitration, the parties shall select an arbitrator in accordance with the voluntary labor arbitration rules of the American Arbitration Association.

B. The arbitrator shall limit him/herself to the issues submitted and shall consider nothing else. He/She shall be bound by and must comply with all of the terms of this Agreement. He/She shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator's decision shall be advisory only. The arbitrator shall issue his/her recommendations for settlement of the grievance to the District and the Union within thirty (30) calendar days after close of the arbitrator's hearing. After consideration of the arbitrator's recommendation for settlement of a grievance, the School Board may make a decision on the issue and shall so advise the grievant and the Union in writing.

If the School Board fails to make a decision on the arbitrator's advisory opinion within thirty (30) calendar days after receipt of it, the School Board's non-action shall be deemed to be a decision rejecting the arbitrator's recommendation and accepting the administration's last decision. The District's decision in response to the arbitrator's advisory recommendations shall be final and binding on the parties.

C. The cost for the services of the arbitrator, including per diem expenses if any, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be divided equally by the parties.

7.4 Time periods specified in this procedure may be extended by mutual written agreement of the parties.

ARTICLE 8

Letter of Agreement

8.1. The District shall provide by July 1 of each year, for continuing employees only, a notice of intent to reemploy, including the expected position, expected rate of pay, expected hours per day, and expected days per year. Such notice will specify that the School District may end the employment of the individual holding that position by providing fourteen (14) days written notice.

8.2 Upon receiving an employment notice, the employee must advise the Superintendent by July 15th of his/her intent to return. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

8.3 Once an employee has received a notice of intent to reemploy, should a change be contemplated by the District, the employee shall be consulted prior to any change being made.

ARTICLE 9

Leaves

9.1 Sick/Personal Leave: Instructional assistants who work at least 180 days per school year for at least 4 hours per day will receive the following sick and personal leave benefit:

From date of hire to completion of 3rd year of service to the District.	7 sick days and 1 personal
From beginning of 4th year to completion of 6th year of service to the District.	10 sick days and 2 personal days
Starting as of 7th year of service to the District	12 sick days and 3 personal days

Up to thirty (30) days of sick leave may be accumulated and carried over year-to-year. Personal leave may not be accumulated and carried over year-to-year. Instructional assistants who participate in a job share that has been approved by the Superintendent and that totals at least 180 days per school year for at least 4 hours per day shall receive prorated sick leave and personal leave under this provision.

Sick leave may be taken for absences due to the employee's personal illness or illness of the employee's spouse, dependent child or parent.

9.2 Bereavement leave totaling up to five (5) days during the school year without loss of pay is permitted for each death of immediate family members. The term "immediate family members" shall mean: husband, wife, son, daughter, brother, sister, father, mother, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. Bereavement leave may not be accumulated and carried over year-to-year.

In addition, employees who work at least 180 days per year for at least six (6) hours per day may take additional bereavement leave of two (2) days per school year for death of persons who are not immediate family members.

9.3 If an employee is called as a juror, he/she shall be paid the difference between the fee received for such service and his/her daily rate of pay. 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 day(s) for which he/she claims payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

9.4 Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the Superintendent. The decision of the Superintendent shall not be subject to the provisions of the grievance procedure.

9.5 An instructional assistant having perfect attendance for either the first or the second semester specifically no use of any leave other than professional, union business, or bereavement will receive a bonus payment in the amount of $125 for that semester within four (4) weeks of the end of that semester. An instructional assistant having perfect attendance for both semesters also will receive an additional $25 bonus payment within four (4) weeks of the end of the second semester. In no event shall an instructional assistant receive more than $275 per year in perfect attendance bonus payments.

9.6 Leave for Union Business: The chapter chair of the union or the chair's designee shall be granted two (2) days of paid leave per contract year for the purpose of attending conferences and conventions. The chapter chair of the designee shall give the building principal two (2) weeks advanced notice of his/her intent to utilize such leave. The Union shall reimburse the District for the cost of a substitute for those days. Leave granted under this section shall not affect an employee's otherwise perfect attendance record as referenced in Section 9.5, above.

ARTICLE 10

Hours of Work and Overtime

10.1. The normal work week shall consist of any work performed up to eight (8) consecutive hours of work per day, Monday through Friday. The normal work day shall consist of any work performed up to eight (8) consecutive hours per day. Nothing herein shall be construed as guaranteeing employees forty (40) hours of work per week or eight (8) hours of work per day.

10.2 The work day or work week shall not be interrupted to avoid the payment of overtime.

10.3 Any person who has left work and is recalled prior to the next normal shift shall be paid a minimum of one (1) hour at the applicable rate.

10.4. In a delayed opening, as determined by the District, employees shall be expected to report to work as close to the delayed opening time as safety dictates.

10.5. The Board will make a reasonable effort to provide a duty free lunch for each instructional assistant of no less than twenty (20) minutes daily except in cases of emergency.

ARTICLE 11

Insurance

11.1 Instructional assistants shall have the opportunity to purchase the same group health and group dental insurance that the School District makes available to administrators, provided that the cost of such insurance shall be paid solely by the employees.

11.2 Short-Term Disability Insurance: For those employees who work at least thirty (30) hours per week, the Board shall provide short-term disability coverage.

ARTICLE 12

Bulletin Boards

12.1 The District shall provide space on bulletin boards for the posting of notices of the District addressed to the employees and notices of the Union addressed to the members. The District shall locate its bulletin boards at convenient places within each location. No Union notice shall be posted in or around the District's property except on such board and no notice shall be posted until it has been signed by the appropriate Union representative.

ARTICLE 13

Safety

13.1 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 in ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members who are employees of the District will comply with the District's rules and regulations relating to safety, economy and efficiency of services to the District and the Public.

13.2 The Union and its members agree to exercise proper care of all District property issued or entrusted to them during their work hours.

ARTICLE 14

Strikes and Lockouts

14.1 The District and the Union subscribe to the principle that differences should be resolved by peaceful and appropriate means. The District and the Union also agree to comply with the requirements of RSA 273-A regarding strikes, job actions and lockouts.

ARTICLE 15

Stability of Agreement

15.1 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in full force and effect. In such instance the Board and the Union shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

ARTICLE 16

Personnel Matters

16.1. An employee shall be given a copy of any formal evaluation report prepared by his/her evaluators before any conference held to discuss it. If the employee is dissatisfied with this evaluation conference, he/she may request additional conference time. Thereafter, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and is no way indicates agreement with the contents thereof.

Annual formal evaluations shall be completed and shared with the employee no later than May 15th of each year. A standard form (program specific) shall be used for all evaluations.

16.2 The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall be made a part of said employee's file. Reproductions of such material may be made by hand or copying machine.

ARTICLE 17

Educational Incentive/Professional Days

17.1 For courses and workshops which the District approves in advance, the District agrees to provide reimbursement, as follows:

A. Courses and workshops must be work related and approved in advance by both the building principal and the superintendent.

B. The reimbursement shall be paid to the employee upon presentation of a certificate of satisfactory completion of the course.

C. An employee must have been employed for a minimum of one (1) year to be eligible for tuition reimbursement.

D. Subject to Section 17.2, the District will provide course tuition reimbursement of up to 75 percent of the tuition for one course per employee per school year.

E. Subject to Section 17.2 the District will provide workshop reimbursement, and mileage reimbursement for travel to and from the workshop at the IRS rate. However, in no event shall the total workshop reimbursement and mileage reimbursement under this provision exceed $125 per employee per school year.

17.2 In no event shall the District spend more than $10,000 per year under Article 17.

17.3 If the District requires a member of the bargaining unit to hold a particular certification in order to hold his/her position, the fee for filing the application for such certification or re-certification shall be paid by the District, and tuition for courses and workshops shall be reimbursed in accordance with and to the extent provided by Section 17.1 and 17.2.

ARTICLE 18

Compensation

18.1 Instructional Assistants shall be paid the following hourly wages:

Years Of Service In Windham School District

	2007-2008	2008-2009	2009-2010
From Date of Hire to Completion of 5th year of service to District	$13.41	$13.88	$14.37
From Beginning of 6th year to Completion of 10th year of Service to District	$13.81	$14.29	$14.79
From Beginning of 11th year to Completion of 15th year of Service to District	$14.81	$15.33	$15.87
Starting as of 16th year Of service to District	$16.00	$16.56	$17.14

18.2 Severance: Upon retirement or voluntary resignation, an instructional assistant shall receive the following severance payment:

Prior Completed Years Of Service In Windham School District	Severance Payment
15-20 years	$1,500
21-25 years	$2,000
26 or more years	$2,500

18.3 Committees: If a committee is approved by the Superintendent, an instructional assistant's membership on that committee is approved by the Superintendent, and that committee meets at least ten (10) hours per year, the instructional assistant shall receive a stipend of $20 for each hour of committee meetings attended by the instructional assistant. The stipend shall be payable at the end of the school year.

ARTICLE 19

Management Rights

19.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District and to suspend, demote, discharge, withhold all wage increases, or take any other disciplinary action against the employees, (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the items of the Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other legitimate reasons; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for instructional assistant services to be provided by employees of those companies or agencies; and (i) to take actions as may be necessary to carry out the mission of the School District in emergencies.

(NEW) ARTICLE 20

HOLIDAYS

20.1 Employees who work at least thirty (30) hours a week shall be entitled to paid holidays in accordance with the following schedule:

Years of Service to District	Number of Paid Holidays
From Beginning of 6th year to Completion of 10th year	2

From Beginning of 11th year to Completion of 15th year	3
Starting as of 16th year of Service to the District	5

20.2 A paid holiday shall be equal to one (1) day's pay. A day's pay shall be determined based upon the length of the employee's regular work day and the employee's hourly pay rate as set forth in Article 18.

20.3 Holiday pay shall be included in the calculation of the bi-weekly paycheck for eligible employees.

(NEW) ARTICLE 21

PAY PERIODS

21.1 Pay periods shall be bi-weekly. Pay periods will be disbursed in either "equal school year installments" or "equal calendar year installments," whichever is elected by the employee. "Equal school year installments" shall mean 21 equal installments when the student year begins after Labor Day or 22 equal installments when the student year begins before Labor Day. "Equal calendar year installments" shall mean 26 equal installments.

21.2 The last pay day each school year shall be the first regular payroll date after the last day of school.

21.3 Employee bi-weekly pay will be calculated by the number of hours assigned, multiplied by the rate of pay, multiplied by the number of days employed plus any paid holidays, and then divided by the number of installments elected by the employee under Section 21.1, above.

ARTICLE 22

DURATION

20.1 This agreement shall be in full force and effect from **July 1, 2007** through **June 30, 2010**. The Union shall notify the District in accordance with RSA 273-A of its intent to bargain a successor agreement.

20.2 The District agrees to provide the PELRB with an executed copy of this Agreement fourteen (14) days following signing, in accordance with PUB 207.03(b).

WITNESS our hands this

WINDHAM SCHOOL BOARD

Bruce Anderson

Barbara Coish

Elizabeth Valentine

Beverly Donovan

Albert Letizio, Jr.

AFSCME LOCAL 1801

Linda Dolce