

PELRB

AGREEMENT

BETWEEN

WINNISQUAM REGIONAL SCHOOL DISTRICT

AND

WINNISQUAM CUSTODIANS

AFSCME LOCAL 3158

July 1, 2006 to June 30, 2009

**WITNESSETH**

WHEREAS the parties have entered into Collective Bargaining pursuant under conditions of RSA 273-A.

WHEREAS now, therefore, the parties hereto contract and agree with each other, as a result of Collective Bargaining as follows:

**AGREEMENT**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between the Winnisquam Regional School District Board, hereinafter called the "Board" and the American Federation of State, County and Municipal Employees Local 3158, affiliated with the AFL-CIO, hereinafter called the "Union."

**ARTICLE I PURPOSE AND INTENT**

1.1 The purpose of the Board and the Union in entering into this labor Agreement is to set forth their agreement on rates of pay, wages, hours of work and other conditions of employment, as provided in RSA 273-A, so as to promote orderly and peaceful relations with the Board's employees, to achieve uninterrupted operations and to achieve the highest level of employee performance consistent with safety, good health and sustained effort and to maintain the highest level of service to the Board and the educational community of Winnisquam.

**ARTICLE II UNION RECOGNITION**

2.1 The Board hereby recognizes the Union as the sole and exclusive representative of its employees (as defined below) for the purpose of Collective Bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment in accordance with the certification issued by the State of New Hampshire Public Employee Labor Relations Board.

## **ARTICLE IV UNION ACTIVITIES**

- 4.1 The Board will not interfere with, restrain or coerce its employees because of membership or activity on behalf of the Union, as defined in this Agreement. The Board will not discriminate with respect to hiring, tenure of employment or any term or conditions of employment against any employee because of membership in, or activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union.
- 4.2 There shall be no Union activity on Board time except that which is necessary in connection with the conduct of negotiations under RSA 273-A and in the processing of grievances, and such shall be at no loss of pay.
- 4.3 One representative of the Unit, as an exception to Section 4.2 above, be permitted two (2) days of paid leave per year for the purpose of attending the AFSCME convention or the New Hampshire State AFL-CIO convention. The Union shall provide a letter of confirmation of attendance from AFSCME Council 93.

## **ARTICLE V NO STRIKE CLAUSE**

- 5.1 The Board and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The Union agrees, therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation, thereof, during the life of this Agreement, and the Board agrees there shall be no lockouts.

## **ARTICLE VI SENIORITY**

- 6.1 The first one hundred and eighty (180) days of employment for new hires or the first ninety days (90 days) of employment on a new job to which an employee has been transferred as a result of his/her application or request, shall be considered a trial period to permit the Superintendent or his/her Designee to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The

6.5 When decreasing the work force or recalling after layoffs, the following factors shall be considered; however, only where factor (A) is relatively equal shall factor (B) be a determining factor;

A. Ability to perform the work;

B. Continuous Service

Ability to perform the work, as used in this Article VI, shall mean satisfactorily perform the prescribed duties required of this position, as outlined in the job description or duties assigned by his/her supervisor with or without reasonable accommodations.

If the District determines that a lay-off is necessary the union and the affected employee(s) shall be given a minimum of 14 days advanced notice of lay-off. In addition the employee shall receive 100% of their accrued sick leave to a maximum of fifteen (15) days.

6.6 An employee shall not forfeit seniority during absences caused by an illness resulting in total temporary disability due to his/her regular work with the Department involved, or an illness resulting in total temporary disability certified by a physician or dictated by the Family Medical Leave Act.

6.7 The preparation of a Seniority Roster shall be the responsibility of the District. The Seniority List will be drawn up and posted twice a year in January and July subject to modification(s) of appropriate changes.

6.8 The parties agree to comply with Federal and State Statutes with respect to maternity leave for employees covered by this Agreement.

6.9 The District has the right to hire temporary employees. These temporary employees may work for a period of up to six (6) months without becoming members of the bargaining unit.

disciplinary measure for conduct listed in this paragraph.

- 7.4 All suspensions and discharges must be stated in writing with reason(s); a copy must be given to the employee and the Union at the time of suspension or is discharged. Notice of appeal from discharge or suspension must be made to the Superintendent in writing eight (8) days from date of such notice. If the Superintendent and the Union are unable to agree as to a settlement of the case(s), then it may be appealed to the Grievance and Arbitration Procedures of this Agreement.
- 7.5 The employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee.
- 7.6 Upon discharge, the Board shall pay all money due the employee within seventy-two (72) hours of such discharge. Upon quitting, the Board shall pay all money due the employee on the payday following such quitting.
- 7.6.1 Any employee who leaves the School District shall give two [2] weeks notice. For failure to give proper notice, such Employee will forfeit any sick bonus.
- 7.7 Documented verbal warnings or written warnings shall remain in the employee's file, but after a period of two (2) years shall no longer be considered as the basis for progressive discipline. Suspension notices shall remain in the employee's file, but after a period of four (4) years shall no longer be considered as a basis for progressive discipline.
- 7.8 Just cause, for purposes of this Agreement, shall mean that the evidence supports the action.
- 7.9 Employees, determined to have been improperly discharged under this Article VII, shall have their seniority rights restored.
- 7.10 Employees will be provided with copies of their job description at the time of hiring to

satisfactory settlement is reached with the Building Principal at this level, then the matter may be referred to Step 3.

Step 3: If the grievance is referred to Step 3, then discussion will take place between the Business Administrator, or a designee, and the Union. The Business Administrator will give his/her answer in writing within ten (10) working days. If the matter is not satisfactorily settled at this level, then either party may refer it to Step 4.

Step 4: Within ten (10) working days of a grievance being referred to this Step, the School Board will hold a hearing with the participants of Steps 3 and 4 and examine the facts of the grievance. The School Board will, thereafter, within ten (10) working days of such hearing, give its answer. If the grievance is still not settled, the matter may be referred to arbitration as set forth in Step 5 of the procedure.

Step 5: Except as otherwise provided in this Article VIII, if the grievance remains unsettled, then the matter may be referred to arbitration within twenty (20) work days. Any grievance not submitted is considered withdrawn. Either party shall have the right to refer to an impartial arbitrator any difference concerning the interpretation and application of this Agreement, which have not been satisfactorily adjusted by the Steps established in the Grievance Procedure. The impartial arbitrator shall be appointed by mutual agreement of both parties and, if the parties are unable to agree within fifteen (15) working days upon the selection of an impartial arbitrator, the dispute shall be referred to the American Arbitration Association for disposition under its voluntary rules and procedures. The Arbitrator's power and authority shall be limited to interpretation and application of the provisions of this Agreement and he/she shall have no power or authority to add to, subtract from, alter or modify any of the provisions of this Agreement. The Arbitrator shall, thereafter, submit a decision to both parties. The parties agree to share equally in the compensation and expense of the Arbitrator.

8.6 The Arbitrator shall render his/her award in writing within thirty (30) days from the date of the final hearing covering the grievance(s) referred to him/her. Extensions under this

Board shall be final and shall not be subject to the Grievance and Arbitration Provisions of this Agreement.

## **ARTICLE IX HOURS OF WORK AND OVERTIME**

- 9.1 The parties recognize that employees' daily and weekly schedules and assignments are based on the Board's operating requirements and are subject to change. The Building Principal or designee in conjunction with the supervisor shall post a bi-weekly schedule one week prior to the start of the workweek.
- 9.2 The normal workweek shall be forty (40) hours per week scheduled in five (5) consecutive days Monday through Friday. Employee's hired after July 1, 2003 shall be subject to a normal workweek of forty (40) hours in five (5) consecutive days.
- 9.2.1 The normal work week for a part time employee shall be twenty [20] hours per week scheduled in five [5] consecutive days – Monday to Friday. Part time employees hired after July 1, 2006 shall be subject to a workweek of twenty [20] hours in five [5] consecutive days.
- 9.3 The normal daily work hours shall be eight (8). Meal periods may not exceed one-half (1/2) hour and shall be unpaid. There shall be no regular paid or unpaid breaks other than the normal meal break. Necessary breaks are to be short in duration and no longer than necessary.
- 9.4 Reasonable overtime requirements may be an exception to the normal workweek. Time and one-half (1 ½) shall be paid to eligible employees as follows:
- A. Hours worked in excess of forty (40) hours in any one (1) week.
  - B. Hours worked on any holiday classified as paid holiday under Article XI, in addition to holiday pay.
  - C. Hours worked between 11:00 pm on Saturday through 5:00 am on Monday on

by their supervisor. Failure to follow this policy may lead to appropriate discipline.

9.13 At the option of Board, the custodians will be scheduled to work day shift during the summer months and school breaks without premium (differential pay).

9.14 When a second or third shift employee works the day shift, he/she shall receive his/her usual premium rate. This provision shall not apply during school recesses. Unless an employee is required to respond to an emergency, he/she shall be allowed a minimum of ten hours off before reporting to work on another shift (an employee can waive this minimum if they so wish).

## ARTICLE X COMPENSATION

10.1 Effective July 1, 2006 the wage classification structure set forth in Appendix B is attached hereto.

10.2 When employees, are required to use their personal vehicle for school business, then they shall be compensated based at the per mile rate within IRS guidelines. However, any change in assignment from one building to another building for a period of one (1) full work day or longer is not to be considered as requiring use of their vehicle for school business. Mileage shall be paid once a month to employees who have filled out an appropriate form.

10.3 Newly hired employees may be hired at or above the minimum -wage rate. Effective July 1, 2006, employees presently on staff who are below the new minimum shall be brought up to the new minimum. The contract period is three (3) years starting July 1, 2006 to June 30, 2009.

10.4 Employees who have completed their probationary period and whose wage rate is below the then-current maximum set forth herein, shall, each six (6) months, for as long as they remain below said maximum, receive a wage increase of forty cents (\$.40) per hour or such lesser amount as will take any such employee to said maximum.

10.5 Employees, who are employed as a Painter, shall in addition to their regular wage rate,

of service, four hundred dollars (\$400); and upon completion of thirty (30) or more years of service, five hundred dollars (\$500). Payment is made in a lump sum and once a year only (in the month of July). Any bargaining unit member who becomes newly eligible for longevity or an increase in longevity after July 1<sup>st</sup> will receive remuneration the following July.

**ARTICLE XI        HOLIDAYS**

11.1 The parties recognize twelve (12) paid holidays as follows:

New Year's Day	Veteran's Day
Presidents' Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day After Thanksgiving
Labor Day	The Day Before Christmas
Columbus Day	The Day Before New Years

Martin Luther King/Civil Rights Day

11.2 The Board reserves the right, in its sole discretion, to schedule certain holidays at times other than their respective occurrence(s) when, in its judgment, such is in the best interest of the School District's needs. Whenever the Board schedules school on a holiday than the employee shall receive the holiday as a floating holiday to be taken during the contract year in compliance with contractual notification and staffing limitations.

11.3 Eligible employees covered by this Agreement shall receive holiday pay based upon their straight time earnings for eight (8) hours.

11.4 Employees who are required to work on a recognized holiday shall, in addition to any earnings for such work, receive holiday pay as provided in Article IX, Section

11.5 Except as provided in Section 11.2 of this Article XI, whenever a holiday falls on a Sunday, it shall be observed on the following Monday. Whenever a holiday falls on a

Leave under this Section shall be for conducting important affairs which can not be accomplished at any other time, such as attending to sick relatives, important religious days, and excludes such things as social events, pleasure trips and recreation. To be eligible for personal leave under this Section, written request shall, except in an emergency, be presented to the Business Administrator, Facilities Director at least twenty-four (24) hours prior to such leave. Employees should also consult the District's Family Medical Leave Act (FMLA) and American Disabilities Act (ADA) policies which is contained in the School District Handbook.

- 1 2.2 Employees accepting employment or conducting a business outside of the School District during a leave of absence, or an extension of such leave, shall be terminated from the employment by the School District and shall lose all seniority rights.
- 1 2.3 The Board shall provide to the Union a report of all employees on personal leave of absence, together with the dates of expiration of such leave.
- 1 2.4 The Board will permit up to four (4) days absence with pay because of the death of an employee's father, mother, wife, husband, significant other, brother, sister, son, daughter, foster parent, foster child, stepparent, stepchild, grandparent, aunt, uncle, grandchildren and the same relatives of the employee's spouse or significant other. Such pay will be based upon eight (8) hours pay at the employee's regular hourly rate.
- 12.5 The Board recognizes that it is the duty of every citizen to serve on a jury when requested by the local, State or Federal authorities. The Board will allow eight (8) hours pay at straight time at the employee's regular rate for each day of jury service, less the amount of compensation paid by the Court for such service. The employee shall provide the Board with a statement of his/her earnings, excluding mileage, from jury service. When jury service is completed, the employee is required to report to work. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service.

their scheduled employment responsibilities. Employees may report to work if the emergency or personal obligation does not require that they be absent for the entire scheduled workday. The employee will only be charged for the actual time off the job.

### **Section 12.13 - Sick Time Leave Bank**

**PURPOSE:** [1] To assist the membership who have exhausted all of their sick time and continue to face medical hardships, [2] To help and support our members with a donated Sick Time Leave Bank so that a member can use donated sick time pool to help further extend the care of themselves or their family members [as applicable].

A committee composed of three [3] members from the Winnisquam Custodians Local AFSCME 3158 Association [to be named] hereinafter called the Sick Leave Committee shall administer the Sick Leave Bank. Each committee member shall serve the remaining term of the Collective Bargaining Agreement [June 30, 2009].

Each custodian [member or not] wishing to be covered under the Sick Leave Bank during duration of this contract can donate [1] one day in each fiscal year to be eligible for the Sick Leave Bank. The Sick Bank Leave Committee will inform the Business Administrator in writing of those members and the day donated who wish to participate in the Sick Leave Bank program by July 1<sup>st</sup> of each year of the agreement. Only after a member has exhausted all of his/her accumulated sick days that are available to him/her for sick child care [see contract], the member can then apply to the Sick Leave Bank Committee for additional sick time for an extenuated emergency, sick child/family member or for a catastrophe. For the purposes of the sick bank, child/family members include children for whom the custodian member has actual day-to-day responsibility for care and financial support regardless of legal relationship.

The Sick Leave Bank Committee is responsible for the reporting of all decisions to accept or deny Sick Leave Bank time within [5] five days of the written request of the member. There is no appeal process and the decision of the Sick Leave Bank Committee is final. At no time can the Sick Leave Bank account be overdrawn. Decisions from the Sick Leave Bank Committee will be immediately forwarded to the Business Administrator in writing or to his/her designee.

If the entire sick bank days donated is not fully used by June 30, 2006, the unused balance will be transferred and carried forward to the following year and each year thereafter for the duration of this agreement.

### **12.14 Continuation of Sick Time Leave Bank**

In the event that the Winnisquam Regional School District and AFSCME Local 3158 negotiating teams choose not to continue the Sick Time Leave Bank. All sick days remaining in the bank will revert back to the employees who donated to the Sick Time Leave Bank.

- 13.6 Upon discharge by the Board, or quit by the employee, or in the event of his/her death, earned vacation time and pay shall be included in all final wage payments. In case of death of an employee who is eligible for a vacation, vacation pay due such employee shall be paid to the employee's estate.
- 13.7 Any employee who is laid off or is retired shall be entitled to vacation and vacation pay to the date any such action occurs, in accordance with the schedules and eligibility requirements contained in this Article.
- 13.8 Employee's who wish to schedule consecutive vacation days must notify their supervisor at least one week in advance.
- 13.9 If work demands prevent an employee from taking a scheduled vacation before his/her anniversary date, the Board will allow the employee to carry that vacation into the following year. The employee must use the vacation time carried over within sixty (60) days of his/her anniversary unless there is a mutual written agreement to extend the time frame.

#### **ARTICLE XIV REPORTING AND CALL-IN PAY**

- 14.1 An employee who is scheduled to report for work during his/her normal week, and who does report ready for work in accordance with his/her schedule, shall be guaranteed, as a minimum, four (4) hours of straight time pay at his/her regular hourly rate, provided he/she has not been previously notified before the conclusion of his/her previous day's work not to report. This Section shall not apply where the Board's failure to provide work is because an employee refuses available work or because of circumstances beyond the Board's control.
- 14.2 An employee who is called in to work outside his/her regular schedule shall be guaranteed, as a minimum, two (2) hours of pay at time and one-half (1 and 1/2) his/her regular hourly rate.

sustained, In addition to reports required by law, employees shall file an accident report (on forms supplied by the Board) at the end of their shift and shall turn in all available information, including names and addresses of witnesses to the accident.

15.3 The parties agree to establish a Joint Loss Committee composed of three (3) members of the bargaining unit approved by the Union and three (3) or more members appointed by the Administration, approved by the Board, who will meet on request, when necessary, for the purpose of reviewing safety. The Joint Loss Committee is mandated by the State of New Hampshire.

15.4 If any employee is required by the Board to wear uniform, protective clothing or any type of protective device as a condition of employment, the Board shall furnish such uniform, protective clothing or protective device to the employee. The cost of maintaining the uniform or protective clothing and/or equipment in proper working conditions (including tailoring, dry cleaning and laundering) shall be paid by the employee. Employees are required to wear appropriate seasonal clothing and sturdy work shoes to work. Failure to do so will result in a written warning under provision 7.2 of the Contract. Exclusively the Board shall make the determination for the application of this Section.

## **ARTICLE XVI MISCELLANEOUS PROVISIONS**

16.1 If any provision is found to be unlawful by any court of competent jurisdiction for any reason, it shall not affect the validity or enforceability of the remaining provisions of the Agreement. The District and the Union agree to meet to consider a substitute for the invalid provision.

16.2 The Board and the Union agree that there shall be no discrimination as a result of membership or non-membership in the Union, and that all practices, procedures, and policies of the Board shall clearly exemplify that there is no discrimination in hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of this Agreement on the basis of race, age, religious creed, color,

complete eight (8) hours of continuing education. Each Facility Supervisor must also complete, on an annual basis, twelve (12) hours of continuing education

The Business Administrator or designee will annually provide an approved course/seminar list by July 1<sup>st</sup> for the upcoming year and updated during the year as courses/seminars become available. The Business Administrator or designee must approve any course/seminar requested by an employee that is not on the list. A list will be posted on the last workday of each quarter indicating the balance of continuing credit hours for each Custodian and Facilities Supervisor. Custodians and Facilities Supervisor(s) hired during the year will be required to complete a pro-rated portion of the continuing education hours. Failure to complete such requirements will result in a salary adjustments on July 1<sup>st</sup> of each Contract year deferred until the continuing education is satisfactorily completed. The salary adjustment will not be retroactive but will start with the date of completion.

Employees who receive certification from the NH School Custodians Association shall receive from the district a bonus for each level completed, to be paid within 60 days of the NHSCA conference. Level One = \$25.00, Level Two = \$50.00, Level Three = \$100.00

16.10 The District agrees to reimburse employees for expenses incurred for job related college course and approved work related workshops that are approved in advance in writing by the Business Administrator. The District will budget a pool of funds [for all staff] of \$1,500 for FY 06-07, \$1,600 for FY 07-08, and \$1,850 for FY 08-09. Half of the funds will be budgeted for the first six months and the balance of the funds in the second half of the fiscal year.

16.11 The District shall perform semi-annual [January and July] evaluations of the Employee. Satisfactory completion of the evaluation is required. Employee's who fail to have a satisfactory evaluation will be put on an improvement plan by the Supervisor and or the Facilities Director.

between the employee and the said carrier. The employee shall have no recourse to the Board in any such matter.

#### **ARTICLE XVIII DUES DEDUCTION**

- 18.1 Subject to the provisions of Article II, Section 2.4, the District agrees to deduct from each Union member the current dues as certified to the Employer by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction to be made each pay period, except that, if an employee has no check coming to him/her, or the check is not large enough to satisfy the assignments, then no collection will be made from said employee for that pay period. The dues form is set forth in Appendix A attached hereto.
- 18.2 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 by reason of any action taken by the Board for the purpose of complying with this Article.
- 18.3 Along with the delivery of the dues to the Treasurer of the Union, the District will also deliver a list of all employees who have paid dues for the month.

#### **ARTICLE XIX NOTICES UNDER AGREEMENT**

- 19.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Winnisquam Regional School District, 433 West Main Street, Tilton, NH 03276.
- 19.2 Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the President, Winnisquam Custodians, AFSCME/AFL-CIO, at P.O. Box 233, Sanbornton, New Hampshire 03269.
- 19.3 Either party, by written notice, may change the address at which future notices be shall be

22.1 This Agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2006, and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail, at least one hundred twenty (120) days prior to the expiration date of this Agreement.

**APPENDIX A DUES DEDUCTION AUTHORIZATION**

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO  
Landmark Crossing Bldg. B, Unit 2, Londonderry, NH 03053 Tel. (603)537-9650

**AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

BY: .....  
(Name of Employee – Please Print)

TO: .....  
(Name of Employer – Please Print)

Effective....., I hereby request and authorize you to deduct from my  
Date earnings each ..... the amount of \$..... This amount shall be paid to the  
(Payroll Period) treasurer of AFSCME Local Union No. .... and represents payment of my Union Dues.  
I further authorize any change in the amount to be deducted which is certified by the  
above-named employee organization as a uniform change in its Union Dues structure.

Date.....Signature.....  
Street.....Home Tel. # (.....).  
City.....State.....Zip.....  
Dept/Div/Facility.....  
Work Location.....  
Job Title.....  
Social Security #.....Job Code #.....  
Unit #.....Employee Payroll #.....

5. The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Appendix C, including the right to self insure, however, the Board shall not have the right to diminish any of the benefits provided herein.
6. The Board agrees to provide Northeast Delta Dental Plan I, Coverage's A & B as follows:

Coverage A	Diagnostic and Preventative — 100%
Coverage B	Restorative — 70% after \$50.00 Deductible

The Board further agrees that, if the Dental Plan is changed for the Teachers of the District, parity will be maintained between the Teacher's level of benefits and that carried by employees included in this unit. The Business Administrator will arrange an annual meeting between Northeast Delta Dental and the Local Union.
7. The WRSD shall share equally in the cost of a Short-Term Disability Plan. Employee participation in the plan is optional.

In WITTNEESS HEREOF, the parties have executed this Agreement for the 2006-2009 on this 12th day of July 2006, as the date and year first written above.

WINNISQUAM REGIONAL SCHOOL DISTRICT

By: Nina L Gardner Nina Gardner, Chief Negotiator  
By: Larry Prince Larry Prince, Board Chairman  
By: Aurlow E Stanley Aurlow Stanley, Board  
By: Kevin Washburn Kevin Washburn, Board  
By: Don Parks Don Parks, Superintendent  
By: Allan Demko Allan Demko, Business Administrator

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3158/AFL-CIO.

By: Greg Callahan Greg Callahan, President  
By: Bryan Lamirande Bryan Lamirande, Staff Representative  
AFSCME Council 93  
By: Lorretta Hurd Lorretta Hurd, Negotiator  
By: John Henchey John Henchey, Negotiator