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AGREEMENT

BETWEEN

WINNISQUAM REGIONAL SCHOOL DISTRICT

AND

WINNISQUAM CUSTODIANS

AFSCME LOCAL 3158

July 1, 2009 to June 30, 2012

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**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 \_\_\_\_\_, 2009 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, hour 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.

- 2.2 The term “employee” as used in this Agreement, applies to all full-time and permanent part-time Maintenance, Groundskeeping and Custodial employees, including Facilities Supervisors of the Winnisquam Regional School District, but excluding Administrative employees.
- 2.3 Upon execution of this Agreement, if either party desires to review eligibility lists, such may be done between the Board and the Union within ninety (90) days following the signing of this Agreement.
- 2.4 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/her membership in the Union during the duration of this Agreement, provided, however, that an employee may, at his/her discretion and in writing, withdraw his/her membership from the Union at any time within the five (5) working days prior to the expiration date of this Agreement.
- 2.5 The Union shall post notices on appropriate bulletin boards thirty (30) calendar days prior to the expiration date of this Agreement to advise employees of their right under Section 2.4 above.

### **ARTICLE III            MANAGEMENT RIGHTS**

- 3.1 Except as otherwise specifically modified in this Agreement, the direction of Department operations, and the determination of methods and means by which such operations are to be conducted, shall be the exclusive function of the Board and Management. All rights and responsibilities not specifically modified by this Agreement shall remain the function of Management and the Board and in accordance with the provisions of RSA 273 –A
- 3.2 The parties recognize the right of the Union to represent employees and to file grievances with the respect to wages and other matters set forth in RSA 273-A.

#### **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 Superintendent or his/her Designee may discharge any probationary employee without such discharge being subject to the Grievance and Arbitration Procedures of this Agreement. The Superintendent or his/her Designee may not use the probationary period of a transferred employee to discharge said employee, but only to transfer the employee back to his/her old job, and such transfer back shall not be subject to the Grievance and Arbitration Procedures of this Agreement.

- 6.2 Seniority, for purposes of the Agreement, shall mean continuous service.
- 6.3 Continuous service shall be calculated from date of first employment or reemployment following a break in continuous service in accordance with Section 6.4 of this Article.
- 6.4 Seniority for all purposes shall be terminated for any of the following reasons:
  - A. Voluntary quit;
  - B. Discharge for just cause (as provided in Article VII of this Agreement);
  - C. Failure to notify the Board of his/her intent to return to work within four (4) working days after notice of recall is given; reasonable exceptions to these time limits may be agreed to in cases of proven sickness or injury to the employee;
  - D. Absence for three (3) consecutive working days without reporting to the Board, unless impossible to do so;
  - E. Failure to report for work at the end of a leave of absence or extension thereof;
  - F. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months, unless extended by mutual agreement for medical reasons.

G. Failure to complete the school district physical as a condition of employment within forty-five (45) days of an employment offer shall result in dismissal of staff member.

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 thirty (30) 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.

These provisions shall apply provided that no permanent full time or permanent part time positions are eliminated. The District further agrees that the Union has not relinquished its right to petition the PELRB for the inclusion of any position that could be filled on a year round permanent fulltime or permanent part time basis.

The District may also create a per diem pool of employees who shall work intermittently and shall not become members of the bargaining unit.

## **ARTICLE VII DISCIPLINE AND DISCHARGE**

7.1 An employee who has completed his/her probationary period shall not be suspended, disciplined or discharged except for just cause.

7.2 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied. If an employee is incompetent, inefficient, has excessively poor workmanship, fails to perform assigned duties, fails to observe rules and regulations, has excessive lost time, deliberately refuses overtime without justification, or fails to report accidents, he/she may be subject to appropriate discipline, including suspension without pay or discharge. In addition to any verbal warning, the School Principal or Business Administrator shall give at least one (1) written warning notice of the specific complaint against such employee with a copy of same to the Union.

7.3 While on duty, causes for immediate discharge include: willfully injuring or attempting to injure another, willful destruction of School District property, lying on the District's application for employment, proven theft, proven intoxication, being under the influence of illegal drugs, insubordination, conviction of a felony, inappropriate offensive behavior with students and staff; unauthorized/inappropriate use of computer equipment, possession of illegal drugs, sale of illegal drugs and unauthorized absence from work,

manipulation of time card/machine, walking off the job without permission and threats to any person or school district personnel on school district property. If a Custodian is suspected of using or selling illegal drugs, the local police will be notified for assistance and collaboration. The employer, at its sole discretion, may choose to impose any lesser 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 charge. 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 If 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 assist them in complying with such and to avoid disciplinary action.

## ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURES

### 8.1 Definition:

A “grievance,” for the purpose of this Agreement, is a complaint against the Board by an employee, or in the case of a class action grievance, by the Union on behalf of any group, with respect to the interpretations and/or application of a provision or provisions of this Agreement.

8.2 A grievance must be filed within thirty (30) working days of its occurrence or when the employee(s) should have known of its occurrence.

8.3 It is the intention of the parties that grievance(s) be settled at the lowest possible step.

8.4 For the purpose of this procedure, one (1) working day shall mean twenty-four (24) hours following receipt of a grievance or an answer to a grievance.

### 8.5 PROCEDURE

Step 1: Informally, between the employee and Lead Custodian or Building Principal, whichever is appropriate. The Lead Custodian or Building Principal will give his/her answer within five (5) working days. If no satisfactory settlement is reached at this Step, then within five (5) working days of receipt of the Facilities Supervisor or Building Principal’s answer, the grievance will be reduced to writing and submitted to Step 2.

Step 2: Between the participants of Step 1 and the Principal or the Business Administrator, whichever is appropriate, who will give his/her answer within five (5) working days. If no satisfactory settlement is reached at this Step with the Business Administrator,

then the matter may be referred to the School Board. However, if no 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 Section shall require mutual approval.

- 8.7 General grievances may be introduced at Step 3.
- 8.8 Time periods specified in this procedure may be extended by mutual agreement in writing.
- 8.9 No monetary claims, such as back wages, fringe benefits, etc., by an employee covered by this Agreement, or by the Union against the Board shall be valid for a period prior to the date the grievance was first discussed with the employer under the provisions of this Article VIII.
- 8.10 Saturdays, Sundays and holidays are excluded in computing the time limits specified in this Article.
- 8.11 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance(s).
- 8.12 The following matters are excluded from the arbitration provisions, but not from the grievance procedures of this Agreement:
  - A. Economics, which are the prerogative of the School District Meeting, as set forth in Section 16.7 of Article XVI.
  - B. Management prerogatives as set forth in this Agreement and as interpreted in RSA 273.
  - C. School Board Policy.

8.13 The matters, which are grievable, but not arbitrable under the provisions of this Article VIII, may be referred only through Step 5 and in such matters, the decision of the School 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 Monday will be paid at double the employee's hourly rate.

D. Hours paid for, but not worked, shall be counted in determining liabilities.

9.5 The Facilities Supervisor(s) will distribute overtime work among the qualified employees within each building and then by seniority. Deliberate refusal of overtime by a Custodian without justification will result in disciplinary action.

9.6 Wages, vacations, holidays and any other employee benefits set forth in this Agreement shall be calculated on a proportional basis using eight (8) hours as a base.

9.7 No part-time employee shall be assigned to work until all regular full-time employees shall have had the opportunity for such assignment.

9.8 It shall be the duty of employees to make themselves available during the course of emergencies. Deliberate refusal without justification may result in disciplinary action.  
The Superintendent of Schools or his/her designee shall determine emergencies.

9.9 The benefits set forth in this Agreement shall, with respect to permanent part-time employees, be paid to any such employees on a proportional basis. An exception is life insurance, which shall be paid (opted) 50% by employee and 50% by employer.

9.10 When an employee is assigned to work in a higher paid classification for three (3) or more consecutive workdays, he/she shall be paid the higher rate for as long as he/she is assigned to any such classification, retroactive to the first day assigned. Assignment to work a higher paid classification shall not be unreasonably interrupted to avoid the payment of a higher rate of pay.

9.11 When a second (2nd) shift employee is required to work days on a single "no school day", he/she shall receive his/her usual premium rate for that day.

*Post Practice all Custodians are to be asked for O.T.*

- 9.12 In the event of a malfunction of the time clock, it is the responsibility of the custodian or lead custodian to notify their supervisor immediately and to have the time card initialed 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 wave this minimum if they so wish).

## **ARTICLE X            COMPENSATION**

- 10.1 Effective July 1, 2009 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, 2009, 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, 2009 to June 30, 2012.
- 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, receive an additional sixty-five cents (\$.65) per hour. Employees, who are employed as a grounds person shall in addition to their regular wage, receive year round an additional seventy-five (\$.75) per hour. Employees, who are employed as a maintenance custodian shall in addition to their regular wage, receive an additional seventy-five (\$.75) per hour.

10.6 Employees who are assigned to work a second (2nd) shift will, in addition to their regular wage, receive an additional forty cents (\$.40) per hour for as long as they are assigned to any such shift. Employees who are assigned to work a third shift (11pm — 7:30am) will, in addition to their regular wage, receive an additional sixty cents (\$.60) per hour as long as they are assigned to any such shift. Assignment will be based on the lowest seniority within building.

10.7 Employees classified by the Board as Facilities Supervisor shall be paid an additional wage rate of one dollar and seventy five (\$1.75) cents per hour at Sanbornton Central School, Union Sanborn and Southwick Schools, three dollars and twenty five (\$3.25) at WRHS and two dollars and seventy five cents (\$2.75) at the Middle School above their then-current straight time rate for as long as he/she is assigned to such position.

10.8 The Superintendent or designee may hire and place new employees within the wage ranges set forth above at his/her discretion, but with due regard to rates paid to employees already in the system who have the same duties and responsibilities. In any event, the Superintendent shall make the final determination.

10.9 Employees shall be given a \$250.00 bonus if no more than two sick days are used during the course of a contract year (said amounts are not cumulative). A new employee must be an employee of record as of July 1st to be entitled to the bonus.

10.10 A bargaining unit member who has completed ten (10) through nineteen (19) years of service with the district as of July 1st shall receive, in addition to all other compensation, three hundred dollars (\$300); upon completion of twenty (20) through twenty-nine (29) years 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 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 1st will receive remuneration the following July.

## ARTICLE XI HOLIDAYS

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

New Year's Day	Veterans 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 9.4B.

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 Saturday, it will be celebrated on the preceding Friday. Whenever State and Federal observances are in conflict, the Board shall determine which observances are applicable for the purposes of this Article.

11.6 When a paid holiday occurs during an employee's vacation, he/she shall be paid for the holiday. He/she will be paid for the remaining vacation days taken during the vacation week. The unused vacation day shall be taken at a time when it will not conflict with schedules of the Board.

## ARTICLE XII LEAVE OF ABSENCE

12.1 Employees with one (1) year or more of continuous service may, upon written notice to the Board when possible, be granted a personal leave of absence for good cause, and such leave may be extended for like cause. Employees shall receive no salary while on unpaid leave of absence. Their rate of pay will be subject to any general increase or decrease in salary rates that may become effective during the leave. Employees shall be returned to the job held just prior to such leave, subject to employment conditions existing at the time of return.

Employees shall be entitled to a maximum of two (2) days of paid personal leave in any contract year subject to the following:

12.1.1 The Board will permit up to two (2) days absence with pay for personal (business which cannot be conducted at any other time outside the working day.) Employees will sign a statement to this effect when requesting personal leave, and they shall not be required to state the reason for the requested leave. Such leave shall not be for the purpose of receiving compensation for other employment.

12.1.2 Upon completion of the probationary period, employees will be eligible for one (1) personal day.

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.

12.2 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.

12.3 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.

12.4 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. 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.

- 12.6 The Board, in accordance with existing State and Federal statutes, shall grant unpaid military leave of absence.
- 12.7 An employee called to serve not more than fourteen (14) days of annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earning lost by him/her for reason of such service, based on the employee's regular daily rate.
- 12.8 The District shall maintain a record of all credits and debits to the sick leave account of each employee. These sick leave accounts are available for inspection by the employee.
- 12.9 Employees shall be granted one (1) day per month, cumulative up to twelve (12) in any one (1) year, of sick leave pay at their applicable pay rate. Employees shall be entitled to accumulation of sick leave up to a maximum of one hundred twenty-five (125) days, a custodian may use up to three (3) sick days per year in order to care for his/her child, parent, spouse, or significant other. After three (3) days of absence, the employee may be required to present a physician's statement. The immediate supervisor or Board may request medical evidence from the Board's physician whenever they feel it is necessary or appropriate and the Board shall pay the cost of any such examination. Absences for a fraction or part of a day that are chargeable to sick leave, in accordance with these provisions, shall be charged proportionately in an amount not smaller than one (1) hour. Employees should also consult the District's Family Medical Leave Act (FMLA) policy, which is contained in the School District Policy Handbook.
- 12.9.1 Employees shall be paid for unused sick leave up to a maximum of fifteen (15) days in the event that they are laid off.
- 12.10 Leave may also be permitted pursuant to the Americans with Disabilities Act.
- 12.11 Union representatives shall be entitled to a maximum of one (1) day per year, with pay,

for official Union business, training or seminars/conventions.

- 12.12 Employees are asked to schedule any personal days to minimize their time away from 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, 2012].

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 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, 2009, the unused balance will be transferred and carried forward to the following year.

#### 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.

The Sick Leave Time Bank Committee will be responsible for the devising a formula based upon past donations to determine how much sick time shall be returned to the participating employee.

**ARTICLE XIII VACATION**

13.1 Each permanent full-time and part-time (pro-rated) employee covered by this Agreement shall be entitled to paid vacation benefits in accordance with the following schedule:

<u>SERVICE</u>	<u>VACATION PAY</u>
Six (6) months but less than twelve (12) months from date of hire	One (1) week
One (1) year but less than five (5) years from date of hire	Two (2) weeks (unless one week was used after (6) six months; in that case only one week of vacation will be available after the first year)
Five (5) years but less than fifteen (15) years from date of hire	Three (3) weeks
More than fifteen (15) years	Four (4) weeks

13.2 Senior employees shall have the preference in selecting the time they wish to take their vacation.

13.3 Vacations due in any vacation year must be taken during that year. Vacations will not be allowed to accumulate.

13.4 Vacation pay shall be equal to the normal weekly straight time pay of the employee as set forth in Article IX of this Agreement.

13.5 Employees will request vacation (both in terms of date and duration) at times which do not conflict with the operation requirements of the Board. One (1) person, per school, per

shift is permitted to take annual vacation during the Christmas, February and April school closings, when so requested. Seniority shall prevail when two (2) employees request the same vacation period. Employees are required to complete the necessary paper work in advance for their vacation time and obtain supervisory approval and signatures.

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 ½) his/her regular hourly rate.
- 14.3 In recognition of the difficulties imposed on the Board through failure of employees to comply with work schedules, an employee reporting late for, or absenting himself/herself from work without just cause, shall be subject to discipline in accordance with the provisions of this Agreement. Employees shall, before starting time, or as early as practical thereafter, give notice to the Board whenever they are to either report late or absent themselves from work.
- 14.4 The Board shall provide time clocks for employees to record their daily time record. Each employee shall punch in and out in order to report time worked for purposes of pay. Employees must punch out when they are on lunch break. No employee shall record time for another employee. No employee shall hand write in his/her time without approval of his or her supervisor.
- 14.5 The normal shift schedule shall be as follows:
- |           |   |
|-----------|---|
| 1st Shift | 6:00 AM – 2:30 PM   |
|           | 5:00 AM – 1:30 PM   |
| 2nd Shift | 2:30 PM – 11:00PM and 12:30 – 9:00 PM for Middle School, High School, and Southwick School. |
| 3rd Shift | 11:00 PM — 7:30 AM All Schools (as cross referenced to 10.6)                                |

Exception: At the Sanbornton Central School, the shifts shall be as follows:

- |               |                                |
|---------------|--------------------------------|
| 2nd Shift     | 3:00 PM – 11:30 PM (Full Time) |
|               | 3:00 PM – 7:00 PM (Part Time)  |
| 1st/2nd Split | 10:30 AM – 7:00 PM             |

At the Union Sanborn School, 2nd shift shall be as follows:  
 2:30 PM – 9:00 PM and 3:30 PM – 12:00 AM with the last hour of the 11:00 PM – 12:00 AM schedule paid at the third shift premium.

**ARTICLE XV      SAFETY CONDITIONS AND OCCUPATIONAL INJURY**

- 15.1 Employees shall immediately, not later than the end of their work shift, report any and all defects of equipment. Such reports shall be made on forms supplied by the Board. The employees shall retain a copy of any such report.
  
- 15.2 Employees shall be required to report immediately any accident and any physical injury 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, national origin, sex, domicile, sexual orientation, or marital status. The Union shall share equally with the Board the responsibility for applying this provision of this Agreement.
- 16.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- 16.4 The Board agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Board representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union consistent with this Agreement.
- 16.5 The names of employees selected as Local Officers and the names of other Union representatives who may represent employees shall be certified in writing to the Board.
- 16.6 The Board will comply with all State and Federal statutes affecting employees covered by this Agreement.
- 16.7 Any agreement reached shall be reduced to writing and signed by the Board and the Union. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board unless the necessary appropriations have been made by the Annual School District Meeting or any special School District Meeting called for such purpose. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement.
- 16.8 The Board agrees to provide bulletin boards, which shall be located in close proximity to

the time clocks. The lead custodian will place all position openings on the bulletin board.

16.8.1 The Union may post notices on the facilities bulletin board located in the custodial locker area and facilities supervisor's office in each building. No union notice will be posted unless there is a signature of its President or Secretary.

16.9 Each Custodian, including grounds, maintenance and painter on an annual basis, must 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 1st 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 1st 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 \$1,800 for FY 09-10, FY 10-11, FY 11-12. 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.
- 16.12 A physical examination is required by the District as a conditional offer of employment has been extended to the applicant. An offer of employment is conditional upon the results of the physical exam. If the Employee avails himself/herself to the District's healthcare physician, the District will be responsible for the cost of the physical examination, including a tuberculin skin test. The Employee has the option of using his/her own physician. He/she must submit the cost of the examination to his/her own insurer. The District will pay any co-pays or balances up to cost paid to the District's physician.
- 16.13 Each newly hired employee required the District to complete an employee background investigation RSA 183:A-13 including a criminal history records check for each selected applicant. The School District will reimburse the employee for successful completion of the background check. School District can deny a final offer of employment for any applicant convicted of a specific misdemeanors (depending upon misdemeanor) and for any felony convictions.

## **ARTICLE XVII      INSURANCE**

- 17.1 Subject to the provisions of Paragraph 5 of Appendix C of this Agreement, the Board agrees to maintain in effect an insurance plan for employees covered by this Agreement, as long as they remain on the Winnisquam Regional School Board payroll. See Appendix C attached hereto.
- 17.2 Except as provided in Paragraph 5 of Appendix C attached hereto, the Board will not, itself, pay the insurance benefits, but will obtain policies or contracts from insurance companies which will administer said benefits

17.3 Except as provided in Paragraph 5 of Appendix C, participation in any of the benefits set forth in Appendix C of this Agreement shall be subject to such eligibility requirements of the respective insurance carrier and any disputes which arise in this respect shall be 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. The employee agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

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 his/her then-current address.
- 19.3 Either party, by written notice, may change the address at which future notices shall be given.

## **ARTICLE XX PROMOTIONS AND TRANSFERS**

- 20.1 The District reserves and shall have the right to make promotions primarily on the basis of education, qualifications, ability and performance of duty, but shall be governed by District seniority where equal qualifications, ability and performance of duty, as determined by the District, have been demonstrated.
- 20.2 Subject to Section 20.1 of this Article XX, the District agrees that, whenever a new job is created in any school, or a vacancy is created in any school, the name of the school, the name of the job, and the requirements and pay grades of the job shall be posted in all schools and all employees shall be given five (5) days to apply for said job. Management shall make its determination to fill such a position within thirty (30) days following any such posting and notify the Union of such determination.
- 20.3 Employees will be given the opportunity to apply and be considered for transfer to non-promotional openings in other buildings on the basis of seniority. It is understood that any such employee must be capable of performing the work in question in a satisfactory manner.

**ARTICLE XXI FINAL RESOLUTIONS**

21.1 This Agreement represents the final resolutions of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

**ARTICLE XXII DURATION OF AGREEMENT**

22.1 This Agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2009, 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 # \_\_\_\_\_

APPENDIX B      WAGE CLASSIFICATION PLAN

Wage Range

<u>YEAR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
2009-2010	\$9.00 per hour	\$15.25
2010-2011	\$9.00 per hour	\$15.63
2011-2012	\$9.00 per hour	\$16.02

Wage increases are 2.5% annually (also applied to differentials received by employees year round) effective July 1<sup>st</sup> of each contract year.

IN WITNESS HEREOF, the parties have executed this Wage Agreement for 2009-2012 on this \_\_\_\_ day of \_\_\_\_\_, 2009, as of the date and year first written above.

WINNISQUAM REGIONAL SCHOOL DISTRICT

BY: \_\_\_\_\_ Tammy Davis, Superintendent

BY: \_\_\_\_\_ Mike Gagne, Board Chairman and Chief Negotiator

BY: \_\_\_\_\_ Jonathan Dupuis \_\_\_\_\_ Sean Goodwin

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

BY: \_\_\_\_\_ Sheryl Baudreau, President

BY: \_\_\_\_\_ Bryan Lamirande, Staff Rep.  
AFSCME Council 93

BY: \_\_\_\_\_ Lorretta Hurd \_\_\_\_\_ John Henchey

**APPENDIX C            INSURANCE AND OTHER**

1.        The Board agrees to make available the Blue Choice 2 Tier RX10/20/30 Plan and Matthew Thornton HMO MTB20 RX10/20/45 Plan.

The Board shall pay the premium based solely on the Blue Choice 2 Tier Health Insurance Plan in the following ratios:

- 95% Board – Single Person Plan
- 80% Board – Two-Person Plan
- 65% Board – Family Plan

The Board contributions in the dollar amounts above are the same for either the Blue Choice 2 Tier or Matthew Thornton HMO plan with the employee paying the amount remaining after the District contribution. At no time, however, shall the District's contribution exceed 100% of the Matthew Thornton HMO.

The custodian covered under this contract has the option of not electing any of the two (2) choices of healthcare insurance's provided by the Board. An employee currently eligible for health insurance, who elects no coverage for the entire year, shall receive eight hundred dollars as a supplement to his or her pay in two (two) installments in January and June of each contract year. Such option must be exercised prior to the beginning of the fiscal year. The employee shall sign the non-coverage option form attesting to the coverage under another health care insurance plan and hold the district harmless of the employee's decision. A copy of the insurance card will be affixed to the non-coverage option form.

Employees covered under this contract are not required to elect health insurance provided by the Board.

- 2.        Employees may select single, two (2) person, or family coverage
- 3.        The difference between the maximum contribution set forth in one (1) above and the actual cost to the Board to provide the coverage selected in two (2) above will be payroll deducted from an appropriate payroll period(s) by the Board.

4. Employees covered by this Agreement shall receive \$45,000 term life policy including Accidental Death and Dismemberment, the cost of which will be paid by the Board.
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 WITNESS HEREOF, the parties have executed this Agreement for 2009-2012 on this 29 day of May, 2009, as of the date and year first written above.

WINNSQUAM REGIONAL SCHOOL DISTRICT

BY: Tammy Davis Tammy Davis, Superintendent

BY: Michael Gagne Mike Gagne, Board Chairman and Chief Negotiator

BY: Jonathan Dupuis Jonathan Dupuis Sean Goodwin Sean Goodwin

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

BY: Sheryl Baudreau Sheryl Baudreau, President

BY: Bryan Lamirande Bryan Lamirande, Staff Rep.

BY: Lorretta Hurd Lorretta Hurd John Henchey John Henchey  
AFSCME Council 93