2016-2017 AGREEMENT

BETWEEN

CLAREMONT SCHOOL BOARD

AND

THE CLAREMONT ASSOCIATION OF MAINTENANCE AND TRANSPORTATION EMPLOYEES

March 2015

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1. Agreement

This 2016-2017 Agreement between the Claremont School Board (hereinafter called the "Board") and the Claremont Association of Maintenance and Transportation Employees (hereinafter called the "Union") is made and entered into on this 15th day of May, 2016.

2. Purpose

The general purpose of this Agreement is to set forth agreements in accordance with RSA 273-2 reached between the Board and the Union with respect to wages, hours, and other terms and conditions of employment for employees in the bargaining unit described in the Recognition Clause as follows:

3. Recognition

The Board recognizes the Union as the exclusive bargaining agent for all employees of the District specifically to include:

Building Manager I and Building Manager II
Maintenance Workers
Building Technicians
Audio Visual Technician

4. Non-Discrimination

The Board and the Union agree not to discriminate against a member of the unit because of race, creed, color, sexual preference, age, religion, national origin, handicap or participation in the Union.

5. Strikes and Lockouts

Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, sick-in, sick-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operations of the District during the terms of this Agreement.

The Board agrees it will not engage in any form of lockout against employees.

6. Management Rights

A. The parties agree that all the rights and responsibilities of the Board which have not been specifically provided for in this agreement are retained in the sole discretion of the Board whose right to determine and structure the goals, purposes, functions, and policies of the District without being subject to the grievance and arbitration procedures of this agreement shall include but not limited to the following: a) the right to direct employees, to determine qualifications, promotional criteria, hiring criteria, standards for work and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge, or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement, including grievance and arbitration; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as is in its judgment it deems necessary to maintain the efficiency of District operations; d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the operations are to be conducted; e) the right to take such actions as may be necessary to carry out the missions of the District in case of emergencies; f) the right to make rules, regulations and policies not inconsistent with the provisions of this agreement and to require compliance therewith; and g) the right to subcontract.

B. Nothing in this agreement shall be construed to limit the right of the Superintendent or other supervisory personnel to direct the employees as their judgment required in any and all emergency situations as they deem to be appropriate.

C. It shall be the right of the Union to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this agreement as specified in Article XII whenever such grievances exits.

7. Consultation

A. Representatives of the Union may meet with designated representatives of the District once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement at no loss of pay. A written agenda shall be submitted by the Union to the designated representative no less than five days before the scheduled date of the meeting. At the discretion of the District's representative, additional matters for discussion may be placed on the agenda. When such is the case the Union will be given five (5) days to consider the matter prior to its discussion. Nothing contained herein shall prevent the District and its representatives from meeting on a less frequent basis on mutual agreement.

B. Nothing contained herein shall prevent the Union from consulting with the District's administrative personnel at any time, if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedure contained in this Agreement.

8. Maintenance of Membership

A. 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 anytime within the period between sixty (60) days and thirty (30) days prior to the expiration date of the Agreement.

B. Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Board harmless in any such dispute.

9. Discipline and Termination for Cause

A. All warnings including written warnings and written record of oral warnings, suspension and discharges must be communicated in writing and the reasons for such action should be clearly stated within such a document. The affected employee and the Union shall receive a copy of this document.

B. An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include but not be limited to the following:

a. medically diagnosed incapacity to perform assigned duties;
b. incompetence;
c. behavior incompatible with effective conduct of duty;
d. behavior detrimental to the District, or
e. failure to carry out assigned duties.

C. All suspensions and discharges must be communicated in writing and the reasons for such action should be stated clearly within such a statement. The affected employee and the Union shall each receive a copy of this document.

D. Disciplinary actions will normally be taken in the following order:

(a) Verbal Warning
(b) Written Warning
(c) Suspension Without Pay
(d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe, in the Superintendent's opinion, to merit immediate suspension or discharge.

E. No employee shall be penalized, disciplined, suspended or discharged without just cause.

F. Employees who are absent from work for more than five (5) working days and who have not been granted a leave of absence during that period, or who do not present justifiable evidence, upon written request, showing they were unable to report, shall be deemed to have resigned from employment.

10. Employee Rights

An employee covered by this Agreement shall have the right upon request to have a union representative at a meeting which the employee reasonably believes might lead to disciplinary action or which is disciplinary in nature.

11. Personnel Files

No material derogatory to an employee's conduct, service character or personality shall be placed in his/her personal file unless he/she has had an opportunity to review the material. An employee will be informed in writing regarding information placed in his/her personnel files if such material pertains to job performance or behavior. The employee will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicated agreement with the contents thereof. The employee will also have the right to submit a written answer which shall be attached to such file material; except that this section shall not apply to material of confidential nature, i.e., employment reference, etc. secured during the employment process. Derogatory material in the employee's file will remain for no more than one (1) year with the exception of evidence of sexual, verbal or physical misconduct.

An employee will have the right, upon request, to review the nonconfidential contents of his/her personnel file at reasonable times, provided that the Board shall be held harmless from any and all claims in connection with the permission granted under the provisions of this section. An employee wishing to utilize the provisions of this section shall obtain permission from the Superintendent's Office. An employee, if he/she desires and for a reasonable fee, may have copies made of items in his/her personnel file that are not confidential as indicated under the Family Educational Rights and Privacy Act.

12. Grievance Procedure

A. Definition -
A grievance under this Article is defined as an alleged violation of any provision of this Agreement in which an individual grievant alleges a personal loss or injury.

NOTE: An employee who has "complaint" may take up the complaint with his/her immediate supervisor verbally before he/she processes the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) workdays. It is anticipated that nearly all complaints can be resolved informally without grievance. Each grievance must be submitted in writing by the

Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated, and the relief requested.

B. Procedure

Step One

An employee or the Union on behalf of an employee desiring to process a grievance must file a written statement of the grievance to the Superintendent or his/her designee no later than ten (10) workdays after the employee knew the facts on which the grievance is based, and in no case more than one (1) month from the occurrence. The Superintendent or his/her designee shall meet with the employee and the Union representative within three (3) workdays following receipt of the notice and shall give a written decision within three (3) workdays thereafter.

Step Two

If the employee or the Union on behalf of an employee is not satisfied with the decision of the Superintendent, he/she may file, within five (5) workdays following the Superintendent's decision, a written appeal with the School Board setting forth specific reasons why the employee or the Union believe the Agreement is being violated by the administrator's action in question. Within twenty-five (25) workdays following receipt of the appeal, the School Board shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) workdays following receipt of the appeal and written decision shall be rendered within five (5) workdays thereafter.

a) If the Union is not satisfied with the disposition of the grievance or no decision has been rendered by the School Board within thirty (30) working days after they received the grievance and prior to submission of the grievance to arbitration representatives of the Union and management may, by mutual consent, meet to determine if the grievance can be settled without arbitration.

Step Three

If the employee or the Union on behalf of an employee is not satisfied with the decision of the School Board, the Union may file, within twenty (20) workdays following receipt of the decision, a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

C. The cost of the arbitration shall be borne mutually by both parties.

D. The foregoing time limitations may be extended by mutual written agreement of the parties.

E. Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Board or Superintendent.

F. The Superintendent shall not designate a hearing officer at any step of the grievance procedure who has heard the grievance at a prior step.

13. Hours of Work and Overtime

A. The regular workday shall be eight (8) hours of work in a twenty-four hour period. Eight (8) hours shall be compensated at straight time. Additional hours worked @ 1 1/2 times.

B. Hours of work shall be consecutive except where an unpaid lunch period is provided in operations not scheduled for a third shift.

C. Shift starting times shall be as follows:

First shift	-	6:30 a.m.	-	3:30 p.m.
Second shift	-	3:00 p.m.	-	11:00 p.m.
Third shift	-	11:00 p.m.	-	7:00 a.m.

Flexible hours for shifts can mutually be agreed upon as approved by the Superintendent or his/her designee.

NOTE: Second and third shifts to receive a 10% differential.

D. The regular work week shall be five (5) consecutive days beginning on Mondays, except for a third shift and shall total forty (40) hours in accordance with Section 11.1 above.

E. When third shift is scheduled, it will begin as the first shift in the week and will start the work week at 11:00 p.m. Sunday night.

F. Employees on second and third shift operations shall be paid twenty (20) minutes for lunch.

G. All other employees shall receive an uninterrupted unpaid lunch break. First shift personnel do not have to take a one (1) hour lunch break.

H. Time worked on Sunday will be paid at the rate of one-and-one half (1 1/2) times the straight time rate.

I. Time worked in excess of eight (8) hours in one day will be paid at the rate of one-and-one half (1 1/2) times the straight time rate or in compliance with the Fair Labor Standards Act, whichever is applicable to the specific area.

13.1 Overtime Distribution

A. Overtime will be managed by the Superintendent or designee.

B. Overtime shall first be offered to employee in building where overtime is to be worked.

C. Then it is to be offered to any other bargaining unit member within job class.

D. Overtime will be paid at time and half (1 1/2). In the event an employee is called to his building by the Police or School Department, a minimum of two (2) hours salary, at time and a half (1 1/2) will be paid. This does not refer to weekend checks. The additional two (2) hours minimum pay, at time and a half (1 1/2), will not be paid in the event the problem relates to the custodian not accomplishing his duty. Building checks on holidays will be at the rate of time and a half (1 1/2).

13.2 Call in For Snow Removal

If called to work early for snow removal duty the employee will receive, in addition to the straight time pay normally entitled to receive, an additional payment equal to one half times the normal rate of pay times the number of hours called in early. Management reserves the right to limit the number of hours worked by the employee to not more than eight hours in that day and reserves the right to send employees home early due to health and safety reasons.

14. Seniority Rights

A. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit date of hire with the Claremont School District. All bargaining unit members shall be ranked on the list in order of their date of hire as above defined. In the circumstance of more then one (1) person being hired on the same date of hire, all individuals so affected will participate in a drawing to determine placement on seniority list. Said drawing shall take place during a necessary Reduction in Force where a tie needs to be broken.

B. New employees shall serve a probationary period of ninety (90) days and shall accrue seniority during this period which shall be credited to the employee at the end of his/her first ninety (90) days.

C. Seniority rights are lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, an employee promoted from the bargaining unit shall retain his/her seniority rights for ninety (90) days.

D. Seniority shall not be broken by a reduction in force or by an approved leave of absence without pay although the employee shall not earn seniority during the time he/she is laid off or on leave of absence.

E. In the event a reduction in force is determined to be necessary in the sole discretion of the School Board, the Board agrees that it will select persons to be retained within the workforce based on their seniority. Recall rights shall remain in effect for three (3) years following the school year in which the layoff notice was affected.

15. Salaries

A. Each employee on the payroll at the end of the time of the signing of this Agreement shall receive for the duration of covered employment the wages in accordance with his her job classification as specified in Appendix A of this Agreement.

B. The increases shall be applied to the rates of pay on the anniversary date of individual hire the first year, and on the first of July every year thereafter.

CLAREMONT SCHOOL DISTRICT

CAMTE Salary Schedule 16-17

Grade:	Building Technician	Bld Mgr I/ AV Tech	Mechanic Bldg Mgr II Bus Mech
Step	1	2	3
1	12.10	12.93	14.31
2	13.21	13.93	15.31
3	14.21	14.92	16.31
4	15.20	16.00	17.36
5	16.22	16.96	18.49
6	17.05	17.79	19.41

16. Supplementary Compensation (Benefits)

Unless otherwise qualified by this Agreement, the Board agrees to maintain Insurance, Medical Coverage, and other Supplementary Compensation (Benefits) in accordance with both the level of coverage and method of administration in effect at the date of the signing of this agreement. Such maintenance of benefits shall be in effect through June 30, 2016.

17. Health Insurance

The district will contribute 85% of the health insurance premiums of the Matthew Thornton Blue $20 copayment and $10/20/45 prescription plan for a single, two person, or family plan.

Other plans that are available in the District (Plan JY) employee may participate in, but the balance of payment between the capped cost above and the selected alternate plan will be the responsibility of the employee to pay to the District. Job related-required physical exams will be managed by the District at the District's cost. If the employee cannot meet the appointment date set by the District for the physical exam, then the burden of payment for the exam shifts to the employee.

18. Life Insurance

The Board agrees to provide life insurance at the rate of one times an employee's annual salary with a cap of $30,000. The Board will determine the carrier for such life insurance.

19. Long Term Disability

Long Term:

66 & 2/3% of monthly salary to a maximum of $3,500.00 with a 90 day waiting period, benefit payable to age of 65.

20. Dental

The district will provide Delta Dental insurance (Plan A=100%, Plan B=70%, Plan C=60%, yearly maximum of $750) for all eligible employees, with 50% of premiums paid by District.

21. Sick Leave

a. Fifteen (15) days annually cumulative to one hundred twenty (120) days. Accounting of accumulated sick days will be rendered to each employee during July.

b. Sick days may be used for the employee's own illness including doctor and dentist appointments, and to tend to the illness of an immediate family household member.

Sick Days shall not be used to supplement or replace vacation time or personal leave.

c. Upon retirement, an association member will be reimbursed for 25% of a maximum forty (40) sick days at a rate of $100 per day. This payment will be included in the member's final paycheck. To be eligible for this benefit, a member must have eight (8) years of service in the district and give nine (9) months advance notice of intent to retire no later than September 15. In the event of a catastrophic disability, the nine (9) month notification period will be waived. A maximum of ten (10) days of any of the member's remaining sick day balance will then be added to the Association sick pool.

22. Sick Pool

A sick pool is to be used by Maintenance and Custodians who have exhausted their leave. The pool will be replenished annually by taking five (5) unused sick days from all Maintenance and Custodial employees who have reached the maximum number of sick days at the start of each school year. The pool should be cumulative to one hundred and fifty (150) days. Should the pool fall below fifty (50) days then one (1) day will be taken from each employee to replenish the pool. The pool can be replenished at any time during the year. This pool shall be administered by the Superintendent of Schools or his/her designee. A maintenance employee or custodian will become eligible to request extra time after he/she has exhausted all accrued sick time. Upon presentation of evidence of disability or illness to the Union Officer and Superintendent or his/her designee an employee may be granted up to ten (10) days of additional leave. If more is needed, the employee may reapply.

23. Holidays

The following holidays shall be considered as paid holidays:

July 4
Labor Day
Columbus Day (only if a school holiday)
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day
1 day before New Year's
and New Year's Day
Veteran's Day
Civil Rights Day
Washington's Birthday
Fast Day
Memorial Day
One Day of Employee Choice

If one of the 15 paid holiday's falls on a day school is in session or Saturday or Sunday, employee may take the holiday at his or her own choice at a later date.

24. Personal Days

The Board will grant two (2) paid personal leave days annually to the employee for the following reasons: conducting important affairs which cannot be accomplished at any other time, attendance at funerals, attending to sick relatives, or urgent, confidential

family concerns and important Holy Days. Leaves shall be with permission of the Superintendent who shall not act in an arbitrary or capricious fashion, and no additional reasons shall be required for granting such leaves. It is agreed that "confidential" shall mean for "superintendent's eyes only." This section excludes such things as social affairs, pleasure trips and recreation.

To be eligible for personal leave a written request shall (except in an emergency) be presented to the Superintendent at least twenty-four (24) hours prior to any such personal leave. The Superintendent shall respond forthwith followed by verification in writing.

Any employee shall be paid a bonus of $200 if no personal leave is taken during the school year. The bonus shall be paid after June 30 after the fiscal year is complete.

25. Bereavement Leave

A. Spouse, Child, Father, Mother, Sister, Brother, Grandchild: five (5) consecutive work days from time of death excluding Saturdays, Sundays, and Holidays.

B. Father-in-law, Mother-in-law, Grandparents, Sister-in-law, Brother-in-law: three (3) consecutive work days from the time of death excluding Saturdays, Sundays and Holidays.

C. Aunts, Uncles, Wards, or relatives residing in the employees household: two (2) consecutive work days from time of death excluding Saturdays, Sundays, and Holidays.

26. Jury and Witness Duty

An employee called as juror or witness will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reasons of such services. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

Employees who are called to jury or witness duty and are excused from the jury or witness duty for a day or days shall report to their regular work assignments as soon as possible after being excused.

27. Vacation

A. Date of hire shall be used to determine vacation benefits.

Each employee will be eligible for vacation with pay in accordance with the following schedule:

Six (6) months on the job	one (1) week
One (1) year on the job	two (2) weeks
Six (6) years on the job	three (3) weeks
Ten (10) years on the job	four (4) weeks
Fifteen (15) years on the job	five (5) weeks

Employees who were eligible for six (6) weeks of vacation prior to June 30, 2013 are grandfathered.

B. The calculation of vacation pay shall be based on forty (40) hours pay (40 hours straight time).

C. Scheduling vacations:

i. Up to two (2) weeks of vacation shall be at the employee's choice.

ii. If an employee has additional vacation time, he/she must submit his/her vacation request to the Building and Grounds Manager 14 working days in advance of the requested vacation date(s). In the event that more than the number of employees who can be spared apply for the same vacation period, the supervisor shall first seek volunteers for rescheduling. In the event that no employee volunteers, the most senior employee shall be granted the vacation.

iii. An employee may schedule up to two consecutive weeks off. She/he may schedule additional consecutive vacation at the supervisor's discretion. When making decisions regarding additional consecutive vacation days, the supervisor shall not be arbitrary or capricious.

iv. If an employee has any vacation time that could not be scheduled before June 30 due to a school district situation beyond the employee's control, then that employee can carry that time over and it can be used at any time during the next school year. The amount of days cannot exceed five (5) days.

D. If an employee's scheduled vacation includes one or more holidays, the employee shall indicate at the time he/she is notified of his/her vacation schedule one of the following alternatives:

i. He/she desires to accept holiday pay in addition to vacation pay, without additional time off.

ii. He/she desires to have additional time off with pay scheduled immediately proceeding or following his/her vacation.

iii. An employee required to work on the day scheduled in place of his/her holiday shall receive the overtime rate as scheduled in Article XIII - Hours of Work and Overtime.

E. An employee eligible for vacation that leaves employment before he/she can use his/her time will be granted such vacation pay at the time of separation.

F. An employee who is eligible for vacation and gets shift rate shall also receive it on his/her vacation pay.

28. Longevity

A. Longevity pay will be paid in the form of a "bonus" the last payroll of November.

B. Anniversary dates of employment (i.e. the years of service at the time of the last employment anniversary) will be used to determine years of longevity.

C. Years of Service

5	$381
10	$535
15	$590
20	$645
25	$700
30	$756
35	$811

29. Worker's Compensation

Any employee who is absent due to a work-connected illness or accident (worker's compensation) shall be paid the difference between the worker's compensation payment and the amount of earnings lost by reason of the work-connected illness oraccident. This payment shall continue until any such employee has used all of his/her accumulated sick leave.

30. Promotions and Transfers

A. The parties recognize that promotional opportunity, transfers, the filling of vacancies, and job security should increase in proportion to seniority and that in the administration of this article all consideration shall be given to seniority.

B. New jobs or vacancies shall be posted on the bulletin boards in the custodian's offices for five (5) working days during which time interested employees shall bid on the proposed position.

C. Temporary transfers from one building to another building or from one classification to another classification may take place as deemed necessary by the Board, or the Board's designee, but shall not exceed thirty (30) days during the school year and sixty (60) days during the summer unless by mutual agreement. If transferred to a position with a higher classification on a substituting basis, the pay will be at the higher rate during the period of substitution.

D. Adjustments in rates of pay based on qualifications and experience, for new hires, will be determined after the satisfactory completion of a 90 day probationary period and will not exceed step 4 on the salary schedule. Further, all personnel start on step 1 and no retroactive pay will be given following the initial trial period.

31. Contracting and Subcontracting Out

It is not the Board's intention to utilize outside contractors to perform existing bargaining unit work unless it is made necessary due to economy or efficiency of operation. It will continue to be the Board's alternative to employ contractors or subcontractors to perform work which is beyond the scope of existing job descriptions or in excess of that which can be accomplished within existing staffing levels.

32. Separability

In the event any provision of this Agreement in whole or in part is declared to be illegal, void, or invalid by any Court of competent jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this Agreement shall continue to be binding upon the parties heretofore.

33. Effect of Agreement

A. This Agreement represents the final resolution of all matter 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 heretofore.

B. Maintenance of Standards

Wages, schedules and conditions of employment will not be altered while this Agreement is in effect.

34. Duration of Agreement

1. This Agreement shall be in full force and effect from and after the date of this Agreement (see Article I) and shall expire on June 30, 2016.

Union Representative

Chairman
Claremont School Board

6/3/2016
Date

6/15/16
Date