

MASTER AGREEMENT

BETWEEN THE

DOVER SCHOOL DISTRICT

AND THE

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

LOCAL 2932 /COUNCIL 93, AFSCME, AFL-CIO

July 1, 2007 Through June 30, 2010

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## **ARTICLE I RECOGNITION**

1.1 The Dover School Board recognizes Local # 2932 American Federation of State, County and Municipal Employees as the exclusive representative of permanent Custodian and Building and Grounds maintenance employees with the exception of the Manager of Facilities, Custodial Supervisor and Facilities Coordinator and any other positions excluded by RSA 273-A and PELRB case No. A-0584. When used in this agreement, the word employee means any member of the bargaining unit who has successfully completed the probationary period provided for in Article VII Section 7.1.

## **ARTICLE II MANAGEMENT RIGHTS**

2.1 The Dover School Board, subject only to language of the Agreement and RSA 273-A reserves to itself full jurisdiction and authority over its exclusive right to manage its affairs including but not limited to the right to: [a] determine the means and methods of operation to be carried out; [b] direct its employees; [c] determine the methods, means, and personnel by which the operations of the schools are to be conducted; [d] maintain the efficiency of the school district's operation entrusted to them; and [e] to conduct district operations in a safe and efficient manner.

## **ARTICLE III DUES DEDUCTION**

3.1 Upon individually written authorization by each employee and approved by the Union President, the District agrees to deduct from each employee so authorized, the current Union dues, as certified by the Treasurer of the Union, and deliver the same, along with a list of who has paid said dues and in what amounts, to Charlie Mahoney, Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, MA 02108. Said deduction is to be made bi-weekly. However, if any member has no check coming, or the check is not large enough to satisfy the assignments, then, and in that event, no collection will be made from said member for that period. The form of the authorization is shown as Appendix B to this Agreement.

3.2 The Union will hold the District harmless from any disputes between the Union and its members relative to the deduction of dues. The District shall have no obligation to collect dues beyond the bi-weekly deduction. The Union agrees in return, for itself and its members, that they will individually and collectively perform loyal and efficient work and service and use their influence and best efforts to promote and advance the interests of the taxpayers of the Dover School District.

Employees will be able to revoke their authorization for dues, only between January 1<sup>st</sup> and January 15<sup>th</sup> of any year. The School District will require a prior notice of thirty (30) days of intent to revoke such dues.

3.3 The District agrees that there shall be no discrimination, interference, restraint or coercion by the District or any of its authorized agents against any employee because of membership in the Union or because of presenting a grievance or against any employee who may represent others in the discharge of his/her duties as a member of any committee of the Union.

3.4 Agency Fee: Any present or future employee who chooses not to join or not remain members of the Union shall pay to the Union a service charge for the cost of collective bargaining and contract administration. Such fee is to be paid in the same manner as Union dues as provided in this section. No part of this service charge shall be used for political donations. Said service charge shall not exceed the dues of members, and the Union agrees to defend and hold the School District harmless should there be a dispute between an employee and the Union over the matter of agency fee deductions. Agency fee deduction shall only be made after the employee has authorized such deduction in writing.

## **ARTICLE IV      GRIEVANCE PROCEDURE**

4.1 The purpose of this Article is to establish a procedure for the settlement of grievances, which involve an alleged violation of a term or provision of this Agreement. All such grievances will be handled as provided in this Article.

4.1 a. A grievant may first discuss the grievance with the Manager of Facilities, Custodial Supervisor (2<sup>nd</sup> shift), Facilities Coordinator (1<sup>st</sup> shift), either directly or through the Union Steward, with the objective of resolving the matter informally. Failure to reach a mutually satisfactory resolution may be cause for the employee to refer the grievance to Step 1.

4.2 A grievance must be filed within fifteen (15) days of its occurrence or within twenty (20) days of the date the employee, by reasonable diligence, should have known of its occurrence. The grievance must be submitted to the next step within the time limits provided or it will be considered settled. A grievance, once settled at any one of the following steps, shall not be further subject to the grievance procedure.

4.3 Grievances shall be processed in the following manner:

Step 1 The grievant shall put into writing a description of the grievance and submit to the appropriate supervisor as specified in 4.1 .a above, with a copy sent to the Union representative. A written decision shall be rendered within eight (8) working days from the appropriate supervisor as specified in 4.1 .a above.

Step 2 An unfavorable decision under Step 1 may be appealed to the Business Manager within five (5) working days after receipt of the appropriate supervisor's decision. The appeal must be in writing on the grievance form attached to this Agreement as Appendix C. The Business Manager shall render a written decision within ten (10) working days.

Step 3 An unfavorable decision under Step 2 may be appealed to the Superintendent within five (5) working days of receipt of the Business Manager's decision. The Superintendent shall render a decision within six (6) working days.

Step 4 An unfavorable decision under Step 3 may be appealed to the School Board within five (5) working days of receipt of the Superintendent's decision. The Board shall render a written decision within twenty (20) working days.

Step 5 An unfavorable decision under Step 4 may be appealed to the Public Employee Labor Relations Board within ten (10) working days of receipt of the School Board's decision. The decision of the appointed arbitrator will be final and binding except that any decision of the arbitrator which requires the School Board to expend more than one thousand dollars (\$1,000.00) shall be advisory to the School Board which shall, in such cases, make a final decision within twenty (20) working days after receiving the arbitrator's decision. The cost of the arbitrator shall be shared equally by both parties.

4.4 Failure of the Administration to render a decision within the time limits shall permit the Union to proceed to the next step. The Union shall continue to observe the rules and regulations of the District while the grievance is pending. A grievant shall have all rights provided by RSA 273-A relative to the processing of grievances.

## **ARTICLE V WORK POLICY AND REGULATIONS**

5.1 The District may adopt rules for its operation and the conduct of its employees provided such rules do not conflict with any of the provisions of this Agreement.

5.2 In justice and fairness to the District and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties. Employees shall electronically log in and out daily and on time. Failure to do so may result in disciplinary action and/or loss of pay.

5.3 Pay date will be *every* other Friday, paid through the previous Friday, (one {1} week in arrears).

5.4 The District shall provide space on staff bulletin boards for notices of the Union to its members, provided the notices are in good taste and provided that such notices shall not relate to local, state or national political matters. The provision related to political mailers shall not apply to internal Union elections. Union notices shall not be posted until

either the Union President, Chapter Chairperson or Union Secretary has signed them.

5.5 The District will provide the Union with a copy of all current job descriptions for each position within the bargaining unit.

5.6 Disciplinary Procedures

The District has the right to discipline, or discharge employees in a fair and impartial manner for reasonable cause. All disciplinary actions, including discharge, shall be consistent with the infraction for which the action is taken

5.7 Disciplinary actions shall apply to all employees and normally follow this order:

- A. Verbal Warning
- B. Written warning, with an acknowledged copy to the employee
- C. Suspension without Pay
- D. Discharge

The District may deviate from the above when the occasion or severity of the offense warrants

5.8 In the event of written warning, suspension or discharge, the District will state in writing to the employee and the Union the reasons for the action taken. A copy of said statement shall be delivered to the employee and the Union President within twenty-four (24) hours of the action or by the close of the next regularly scheduled business day, whichever shall occur later. The School Board agrees that whenever an employee is required to appear before the Manager of Facilities, Custodial Supervisor, Facilities Coordinator, Business Manager, Superintendent, the School Board, or any Board thereof concerning a matter which could reasonably be assumed to lead to formal disciplinary action, prior written notice, shall be provided of the reasons of such a meeting, and the employee shall be entitled to have a Union representative present to advise and represent

the employee during such meeting.

5.9 An Employee may examine his/her own personnel file, upon request at reasonable times and with reasonable notice, under the direct supervision of the employer.

5.10 Any verbal/written warning shall expire after one (1) year if there are no re-occurrences of the same nature. At least once every three (3) years, an employee shall have the right to indicate those documents and/or materials in the employee's file which the employee believes to be obsolete or otherwise inappropriate to retain. The District shall not establish any separate personnel file that is not available for the employees inspection.

5.11 Each employee will be evaluated annually by his/her immediate supervisor in the month of their anniversary date hired. An employee rated unsatisfactorily will be placed on an improvement plan.

## **ARTICLE VI PROTECTION OF CITY PROPERTY AND EQUIPMENT**

6.1 It shall be the responsibility of all employees having custody of or assigned to operate any equipment or property to see to it that it is properly cared for, kept clean and returned to its proper place of storage at quitting time. No District owned equipment or vehicle will be used by any District employee for other than District business.

6.2 To ensure proper care of equipment, all employees shall receive training from their supervisor or his/her designee in the use and care of all machinery and equipment. Additionally, sufficient time at the end of each shift shall be allowed for care, cleaning and proper storage of equipment.

## **ARTICLE VII PROBATIONARY PERIOD**

7.1 The first four (4) months of regular employment on an uninterrupted basis, except

by reason of layoff or approved leave of absence, is established as a probationary period. The District may extend the probationary period for such additional days as the employee has taken authorized leave.

7.2 The provisions of this Agreement do not apply to any employee who has not successfully completed the probationary period described above.

7.3 The District may terminate a newly hired person from employment within the probationary period. Terminations under this Article shall not be grievable.

7.4 A probationary employee who would otherwise be eligible for the benefits of this Agreement, but for the fact that the probationary employee has not completed the probationer; period, shall be entitled to the following only:

1. Medical Insurance

After thirty (30) calendar days of active employment, eligible employees shall have the option to become members of the bargaining unit's group medical insurance program as provided in Article XVIII of this Agreement, subject to the rules of the insurance carrier regarding eligibility and payment of premiums. In the event a probationary employee becomes entitled to become a member of the medical insurance program subsequent to the date employee contribution deductions are made, a payment schedule will be developed in order for the employee to receive insurance coverage commencing the first day of the month following the completion of thirty (30) days of active employment.

2. Vacation Leave

A probationary employee shall be entitled to accrue vacation leave commencing with the date of employment in accordance with Article XIII, but shall not receive vacation pay until satisfactory completion of the probationary period. Such vacation pay shall not be paid retroactively.

3. Sick Leave

A probationary employee shall be entitled to accrue sick leave pay in accordance with Article XIV, but shall not receive sick leave pay until satisfactory completion of thirty (30) days. Such sick pay shall not be paid retroactively.

4. Life Insurance

Eligible employees shall be entitled to group life insurance as provided in Article XIX after satisfactory completion of thirty (30) calendar days of active employment. Such group life insurance shall commence on the first (1st) day of the month following the completion of the thirty (30) days.

5. Pension

Participation in the New Hampshire Retirement System is mandatory upon date of hire.

6. Paid Holidays

Eligible employees shall be entitled to paid holidays as provided in Article XII after satisfactory completion of thirty (30) calendar days of active employment.

7. Bereavement

Eligible employees shall be entitled to bereavement leave as provided in Article XVII after completion of thirty (30) calendar days of active employment.

8. Disability

New employees joining the staff will be covered on the first (1st) day of the month following a thirty (30) calendar day waiting period.

7.5 A periodic six (6) week review shall be conducted with all newly hired employees. A review is defined as a general discussion of employee and/or employer relationship. Probationary employees will be evaluated in writing prior to being assigned- to a permanent status.

7.6 A probationary employee who is transferred or promoted to a different position within the bargaining unit prior to completing the initial probationary period shall only be required to complete ninety (90) day probationary period. Employee(s) and the Union will be notified when the initial probationary period is over.

7.7 Probationary employees will be required to sign keys in and out from the facilities office until the probationary period has ended.

7.8 Overtime will not be authorized for probationary employees unless there are others working the function. All non-probationary employees will be offered the overtime in accordance with this agreement before any probationary employees.

## **ARTICLE VIII SENIORITY**

8.1 An employee's seniority shall commence with the hiring date and continue so long as he/she is employed by the District.

8.2 An employee shall lose his/her seniority for the following reasons:

a. If an employee is discharged and if such discharge is not overruled by an appropriate authority.

b. If he/she resigns.

8.3 When the term "seniority" appears in this Agreement, it shall mean priority over or preference because of length of service. In the event of authorized paid leave granted pursuant to this Contract, the employee on such paid leave shall continue to accrue length of service. In the event of authorized unpaid leave or layoff, the employee shall retain such length of service as was accrued on the date of the authorized unpaid leave or layoff on return to active employment, but shall commence further accrual only upon such return and shall not accrue length of service during such leave or layoff period.

8.4 The Board shall prepare and give the Union, once each school year on or before September first (1st), a seniority list, which indicates the seniority status of all members of the bargaining unit.

## **ARTICLE IX WAGES & HOURS**

9.1 All employees of the District will be paid in accordance with Appendix A

9.2 The normal workweek shall consist of five (5) consecutive eight and one-half (8 <sup>1/2</sup>) hour days, commencing on Monday and ending on Friday for the <sub>1st</sub> and <sub>2nd</sub> shifts.

9.3 Meal/Coffee Breaks: The work schedule will provide for meal and rest breaks at the work site in accordance with State and Federal laws. Meal break of thirty (30) minutes shall be allowed and coffee breaks will be fifteen (15) minutes in length.

Employees will receive a ½ hour lunch period, unless called back to duty by the immediate supervisor. Then upon presentation of proper documentation, signed by the immediate Supervisor, showing why the employee was called back to work, employee will then be paid for working the lunch period.

9.4 All time worked in excess of forty (40) hours in any workweek shall be paid at the rate of time and one-half. All hours paid during the workweek shall be counted as time worked for the purpose of determining the forty (40) straight time hours. These hours include paid sick, holiday or personal or any other worked or non-worked paid weekly hours.

9.4.a Maintenance and grounds personnel will not be forced to work Custodial over-time.

9.5 It shall be the duty of all able-bodied employees to make themselves available during the course of emergencies.

9.6 Employees shall only be called back to work by their supervisor, Manager of

Facilities and Operations, Superintendent, or Business Manager. No list shall be posted with employee's names and home phone/pager numbers that will allow unauthorized call backs after normal hours.

- a. Employees shall be guaranteed a minimum of three (3)-hours pay at time and one-half when called back.
- b. For scheduled events, employees shall be paid a minimum of three (3)-hours pay at time and one-half. Employees must work the three (3) hours in order to be paid the time and half rate. If the renter cancels or fails to show up the employee will be paid for three (3) hours.

9.7 Regular schedules shall not be altered to avoid the payment of overtime.

9.8 The District and the Union agree that::

1. All second shift employees will be allowed to choose and work their shift of choice from the following: 7:00 am — 3:30 pm or 3:00 pm —11:30 pm. Seniority will be the determining factor in shift placement, per 8.3 of the contract. All employees will return to their normal shift from summer hours one week prior to the opening of school or sooner if necessary.
2. A minimum/maximum of two individuals may be required to remain on the 3:00 pm — 11:30 pm shift to facilitate coverage/security in an "affected building". If more than two individuals choose to work the 3:00 pm-11:30 pm shift, this will be allowed.
3. The term "affected building" shall mean any building having a program in either July or August that starts past the hour of 12 noon.
4. Any building not meeting this criterion will be covered by the normal over-time posting policy.

9.9 All employees will be allowed to volunteer for overtime during the normal workweek. The District may solicit volunteers from within the building affected in the following fashion:

1. A sign-up list will be posted weekly, if overtime is available, indicating the possibility of overtime and the employee classification required.
    - 1.a. Overtime will be posted as far in advance as possible.
    - 1.b. All overtime lists shall indicate (only one) employee classification required to perform each overtime assignment (Custodian or Grounds or Maintenance). The Manager of Facilities or designee may determine that an employee of one classification is qualified to perform the duties of another classification, in that case those employees may volunteer for the overtime, but will only be assigned the overtime if sufficient employees of the listed classification do not volunteer.
  2. The first overtime of the school year (July 1 through June 30) will be assigned to the most senior employee who volunteers to work. If no employee volunteers to work, that overtime will be assigned to the least senior employee.
  3. For all other workweek overtime, the employee who volunteers for said overtime with the lowest amount of overtime worked in the current school year will be scheduled first. If sufficient employees do not volunteer, within the effected building, then the District may solicit outside the effected building using the same procedure outlined in Sections 9.9.1—3.
  4. If there are an insufficient number of employees volunteering for such weekly overtime, then the Manager of Facilities and Operations, or supervisor in the absence of the Manager of Facilities and Operations, will schedule such overtime to the employee of the listed classification with the least amount of overtime hours worked in the district. If said employee, who is properly notified and scheduled for overtime, and refuses such overtime, may be subject to discipline (Article V).
- (Proper notification of overtime shall be no less than three working days prior to the date and time of the overtime to be worked.)

- As a result of weekly absenteeism, the district may solicit volunteers, from the regular employees, in the following fashion:
- a. The employee, within the building effected by the absenteeism, with the least amount of overtime hours worked within the building would be asked first.
  - b. If sufficient employees do not volunteer, within the effected building, to replace said absenteeism then the district may solicit "outside" the affected building on the basis of the least amount of overtime hours worked within the district.
5. Employees shall only be called back to work by their immediate supervisor, Superintendent, or Business Manager. No list shall be posted with employee's names and home phone/pager numbers that will allow unauthorized call backs after normal hours.
- a. Employees shall be guaranteed a minimum of three (3)-hours pay at time and one-half when called back.
  - b. For scheduled events, employees shall be paid a minimum of three (3)-hours pay at time and one-half.
6. Regular schedules shall not be altered to avoid the payment of overtime.
7. A summer schedule may be maintained at early hours to avoid working in extreme heat build-up in the buildings.
1. All second shift employees will be allowed to choose and work their shift of choice from the following: 7:00 am -3:30 pm or 3:00 pm -11:30 pm. Seniority will be the determining factor in shift placement, per 8.3 of the contract.
  2. A minimum/maximum of two individuals may be required to remain on the 3:00 pm- 11:30 pm shift to facilitate coverage/security in an "affected building". If more than two individuals choose to work the 3:00 pm -11:30 pm shift, this will be allowed.

3. The term “affected building” shall mean any building having a program in either July or August that starts past the hour of 12 noon.

4. Any building not meeting this criterion will be covered by the normal over-time posting policy.

c. The parties agree that the district shall not be required to leave any building totally unmanned as a result of this procedure, and may, if necessary go to the next volunteer outside the building with the lowest hours, within the district, to find absentee replacements.

5. Overtime hours worked counted for the assignment of overtime work will be zeroed out every July 1 of each school year.

9.10 Employees will be allowed to volunteer for overtime on Saturday, Sunday and Holidays on a district-wide basis.

1. When such overtime is necessary, the same procedure outlined in section 9.9 1-4 shall be used.

9.11 No employee shall receive disciplinary action for refusing overtime work if there is a willing employee available to perform such overtime.

9.12 No newly hired employee shall be placed on the pay schedule at a higher rate than the lowest paid employee in that classification, with the same related work experience. Related experience is any verifiable time spent performing the duties of the classification applied for.

9.13 Step Placement

The District agrees that whenever an employee is promoted to a new job classification, the employee will be placed on the salary schedule at the top hiring step of the new classification or at the employee’s current step, whichever is higher.

9.14 INCLEMENT WEATHER

Second (2nd) shift employees shall not be required to report to work whenever student

attendance or school activities have been cancelled due to inclement weather. it shall be the option of the employees to use personal, vacation or leave without pay, or make-up the work hours during the same pay period. Employees who choose not to work must contact the facilities office two (2) hours prior to their shift on that day and declare the type of leave requested.

9.15 SHIFT DIFFERENTIAL

An additional fifty cents (.50) per hour will be the premium paid for work other than the regular day shift. The differential will be the premium for any shift that starts on or after 2:00 pm. Employees regularly employed on other than the regular day shift shall receive the differential when, due to assignment, their shift changes during vacation periods.

**ARTICLE X PROMOTIONS AND TRANSFERS**

10.1 A vacancy shall be defined, for the purposes of this Article, as a position presently unfilled, a position currently filled but which will be open in the near future, or a newly created position.

10.2 The Manager of Facilities and Operations shall make all promotions and transfers based on ability, qualifications, ability to get along with co-workers, and performance of duty, but shall be governed by seniority when ability, qualifications, and performance of duty are equal.

10.3 The District agrees that whenever a permanent job is created or a permanent vacancy occurs, the name of the school, the hours of work, the job title, and the requirements and pay grade of the position shall be posted on Staff and/or Union bulletin boards in all schools. Employees shall have a period of five (5) working days to submit a signed Request for Promotion/Transfer (Appendix D) to apply for the position. Management shall make its decision to fill such position within twenty (20) calendar days following any posting and notify the Union, in writing, of its decision. An employee selected to fill such position shall be placed in the new position and receive all pay and benefits of the position from the date of notification.

10.4 All bargaining unit applicants shall be disqualified prior to hiring outside personnel.

10.5 Transfers may be requested by employees for a vacancy at a different school on the same shift, for the same position they currently hold. Such transfers are considered school re-assignments.

10.6 Employees are hired to work for the Dover School District, on a specific shift, but not for a specific school. School assignments can change from time to time. Prior to any school re-assignment, the employee and the Manager of Facilities and Operations will discuss, at least two (2) weeks in advance, the reasons and scope of the school re-assignment which shall be reduced to writing and provided the employee and the Union during the discussion. Such school re-assignments shall be considered involuntary.

10.7 The parties recognize that school re-assignments shall not be used in place of the normal disciplinary process.

## **ARTICLE XI      LONGEVITY**

11.1 The School District of the City of Dover will make available to all full-time Employees, a longevity benefit for time spent working for the City of Dover as follows:

5- 9 years of service	\$200.00
10-14 years of service	\$500.00
15-19 years of service	\$650.00
20-24 years of service	\$800.00
Over 25 years of service	An additional \$150 per 5 year interval (effective July 1, 1987).

Longevity payment will be made on the final pay in the month of the employee's anniversary. Longevity payments for employees will be paid on a separate check.

11.2 The School District of the City of Dover will make available to all school year

Employees working six (6) hours or more per day, for one hundred and eighty (180) school days, a longevity benefit for time spent working for the City of Dover as follows:

5- 9 years of service	\$125.00
10-14 years of service	\$200.00
15-19 years of service	\$275.00
20-24 years of service	\$350.00
Over 25 years of service	An additional \$75 per 5 year interval (effective July 1,1987).

Longevity payment will be made on the final pay in the month of the employee's anniversary. Longevity payments to employees will be paid on a separate check.

## **ARTICLE XII PAID HOLIDAYS**

12.1 Employees shall observe the following holidays and such other days as may be designated from time to time:

New Year's Day	President's Day
Martin L. King Day	Memorial Day
Independence Day	Labor Day
½ Day before Christmas	Day before Thanksgiving
Columbus Day (observed NEA teacher workshop day)	
Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
First work day of April break	½ Day before New Years

(Both ½ day holidays will only receive payment if holiday falls on a regular workday.)

If one (1) of the official holidays falls on a Saturday or Sunday it is observed by the School District on the preceding Friday or following Monday, respectively. Employees must work the last scheduled day before and first scheduled day after the holiday or have an approved leave to be paid for the holiday. No holidays shall accrue when an employee is out on sick leave or on leave without pay.

In the event that an employee is required to work on any of the holidays, the employee shall be compensated at time and one-half for hours worked, in addition to holiday pay, if he/she is eligible and otherwise meets all requirements of this Article.

12.2 School year Employees who are employed six (6) or more hours per day for one hundred and eighty (180) or more school days shall observe the following paid holidays:

Labor Day	Veterans' Day
Day Before Thanksgiving	Thanksgiving Day
Day after Thanksgiving Memorial Day	Martin L King Day
Columbus Day (observed NEA teacher workshop day)	
1/2 Day before Christmas 1/2 Day before New Years	

(Both 1/2 day holidays will only receive payment if holiday falls on a regular workday.)

12.3 School year Employees who are employed six (6) or more hours per day for one hundred and eighty (180) or more school days shall be paid for holidays that do not fall within regular school vacation.

### **ARTICLE XIII PAID VACATIONS**

13.1 Full time employees, covered by this Agreement shall receive paid vacation as follows:

After one (1) year of service	2 weeks
After five (5) consecutive years of service	3 weeks
After ten (10) consecutive years of service	4 weeks
After twenty (20) years of service	5 weeks

On June 30th of each year, any unused accrued vacation days to which the employee is entitled shall be carried into the next fiscal year, with a maximum of two (2) weeks to be carried over. Carried over vacation time shall be scheduled to be used within six (6) months or forfeited if unused during this carry over period.

13.2 No employee shall be allowed more than two (2) weeks vacation in succession at any one time, unless waived by the School District.

13.3 Upon severance of service or death, an employee or his/her estate shall be paid for one hundred percent (100%) of any unused vacation time at the present rate of pay.

13.4 The District reserves the right to limit the number of employees to be on vacation to:

1. No more than five (5) custodians on any day

**And**

2. No more than one (1) maintenance employee on any day And

3. No more than one (1) grounds employee on any day

All vacation days shall be scheduled with the approval of the Manager of Facilities and Operations, or supervisor in the absence of the Manager of Facilities and Operations. No vacation time may be taken during the workweek prior to the opening day of school.

13.5 Employees who choose to take vacation time may do so by notifying the immediate supervisor twenty-four (24) hours prior to receiving vacation time. A request for one (1) week of vacation time shall require a one- (1) week advance notice. A request for two (2), weeks of vacation time shall require a two (2) week advance notice,

13.6 If a vacation includes a holiday, the vacation may be extended to compensate for the holiday.

## **ARTICLE XIV      SICK LEAVE**

14.1 Sick leave for employees covered by this Agreement shall accumulate at the rate of one and one-quarter (1 ½) days per calendar month on the active payroll, cumulative to a maximum of one hundred and fifty (150) days, for full time employees, commencing with date of hire. Employees who work one hundred eighty (180) days a year shall earn one (1) day per calendar month, cumulative up to eighty (80) days.

14.2 In the event that there is an extended absence of three (3) or more consecutive days, or seven (7) incidents of absence in one calendar year, such employee may be required to provide the Manager of Facilities and Operations with written confirmation of the illness, injury, or disability from a physician. When such written confirmation is insufficient or ambiguous, the School Board may require the employee to undergo an examination by a physician selected and paid for by the School Board to confirm or refute the claimed illness, injury, or disability which forms the basis of the sick pay request by the employee.

14.3 Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion but shall be allowed only in the case of necessity and actual sickness or disability of the employee, or to take physical and dental examinations or other sickness prevention measures. The intended use of this sick leave benefit is for legitimate illness of the employee. It is the mutual concern of the parties that sick pay benefits will not be abused. A minimum of one (1)- hour's increments shall be taken for sick leave. All employees must notify the Facilities/Maintenance office within two hours of their scheduled start time or sooner if they will miss work due to illness.

14.4 An employee is not entitled to payment for sick leave until completion of 30 days.

14.5 Upon retirement or resignation after ten (10) years of continuous employment, an employee shall be paid for all sick leave accrued, but not taken, at the rate of 30 % percent

(30% of the employee's wage rate at the time of retirement or resignation.

#### 14.6 Sick Leave Incentive

The School District agrees to provide three (3) days of additional pay, to full-time employees who have completed their probationary period, at the employees' present rate of pay, to any employee who has used no sick days during the fiscal year. This provision shall be prorated on a twelve (12) month basis.

#### 14.6 Sick Leave Bank

A voluntary Sick Leave Bank, to cover employees in the bargaining unit, is hereby established. The purpose of the Sick Leave Bank is to provide assistance to employees who suffer long-term illness or injuries that are non-job connected. The Sick Leave Bank will, with Committee approval, provide additional sick days to a member employee that has exhausted all accrued sick leave and continues to be out of work for an additional five (5) or more consecutive days.

A three (3) member Committee shall administer the Sick Leave Bank. Two members shall be appointed by the Union from employees in the Sick Leave Bank. One member shall be a Dover School District Administrator appointed by the Superintendent. The term for the Sick Leave Bank Committee shall be three (3) years. The Committee shall meet as often as deemed necessary. A majority vote shall decide all questions. Any decision of the Sick Leave Bank Committee, with respect to eligibility and entitlements, is final and shall not be grievable.

Employees who wish to participate must donate two (2) days to become a member of the Sick Leave Bank. Employees shall have no less than five (5) days of accrued sick leave as of the date of their application for membership and may only donate only days in excess of those five (5) days. An employee whose sick leave balance falls below five (5) days of accrual due to a recent illness or injury may be admitted at the discretion of the Committee. There will be a ninety (90) day waiting period before new members can apply to use the Sick Leave Bank days.

After the initial two (2) day contribution, members who wish to remain in the Sick Leave

Bank will donate one (1) day each July 1st The Sick Leave Bank will have a maximum of one hundred and eighty (180) days. Once this number of days has been reached, existing members will not have to contribute the annual day. The Committee will issue a call for replenishment whenever the Sick Leave Bank balance falls below ninety (90) days.

Members of the Sick Leave Bank may make additional voluntary donations. Up to five (5) more days a (fiscal) year, after the required annual donation, may be donated. These additional days must not cause the members sick leave balance to fall below the five (5) day minimum.

All donations of sick leave to the Sick Leave Bank are irrevocable. Eligibility to participate ends on termination of employment, death of the employee, or failure to provide the annual sick leave donation.

The Committee may temporarily suspend an employee from membership in the Bank if it deems such action to be in the best interest of the Sick Leave Bank.

Members who have been sick at least five (5) consecutive working days for the same prolonged illness or injury and have used all of their accrued sick leave as a result of extended illness or injury may apply for withdrawal from the Sick Leave Bank. Upon presentation of satisfactory medical evidence of illness or injury to the Committee, the Committee may approve up to thirty (30) days or one-third (1/3) of the Sick Leave Bank balance, whichever is less.

Should the members still be incapacitated after this time from the same illness or injury, the member can apply for review and be granted up to an additional thirty (30) days or one-third (1/3) of the Sick Leave Bank balance, whichever is less. Additional days shall not exceed ninety (90) days for the same illness or injury.

Donation of sick days to the Sick Leave Bank shall not be counted as sick days used for the payment of the Sick Leave Incentive.

The Sick Leave Bank shall not be used to provide supplemental income as in Article XIX.

With the exception of the language expressed in this Agreement, the Committee will be allowed to create or change rules as needed to insure the Sick Leave Bank is operated properly and fairly.

## **ARTICLE XV      PERSONAL LEAVE**

15.1 Employees may receive, with full pay, five (5) personal days (40 hours) each year to attend to personal, family or business affairs that need to be conducted during normal business hours.

15.2 All leave requests shall be made in writing and must be submitted twenty-four (24) hours in advance. The Manager of Facilities and Operations or supervisor, in the absence of the Manager of Facilities and Operations shall, in writing, approve or deny the request. If the request is denied, a reason for the denial will be stated. Non-scheduled, emergency, personal leave shall be supported in writing as soon after the fact as possible.

15.3 Personal leave shall be at a minimum of two hours.

## **ARTICLE XVI      WORKER'S COMPENSATION**

16.1 Any Worker's Compensation benefits shall be paid in accordance with RSA 281.

## **ARTICLE XVII      BEREAVEMENT LEAVE**

17.1 Employees shall be entitled to five (5) days bereavement leave with pay for absence due to each death of their spouse or child (ren) and up to three (3) days bereavement leave with pay for absence due to each death of other "immediate family" except spouse or child. "Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grand parents and grandchildren.

Bereavement leave must be taken contiguous to the death and/or at the time of the funeral/memorial service.

17.2 Up to three (3) days, total leave in any fiscal year may be granted for a death of a close

relative of an employee for which there shall be no deduction in pay. "Close relative" shall include: aunt, uncle, niece, nephew, in-laws (not-included under 17.1), and close friends (provided the close friend lives in the employee's home.)

17.3 In the event the death for which leave is taken occurs during a vacation period allowed under Article XIII and the employee desires to take bereavement leave for immediate family during that vacation period, the bereavement leave taken during the vacation period shall not be charged against the time allowed the employee for the vacation allowed under Article XIII.

17.4 With the permission of the immediate supervisor and the Business Manager, employees may be excused, without loss of pay, for a period not to exceed one (1) day, to attend the funeral of a person other than a member of the immediate family or close relative.

## **ARTICLE XVIII HEALTH BENEFITS**

18.1 The School District of the City of Dover will make available to all full-time and school-year Employees employed six (6) hours or more per day for one hundred and eighty (180) school days coverage with the New Hampshire School Health Care Coalition plan, SchoolCare, or another health program providing equivalent or improved benefits, coverage and services, as follows:

Effective July 1, 2007 Point of Service (OAPOS): Eighty-nine (89)  
Effective July 1, 2008 Point of Service (OAPOS): Eighty-eight (88)  
Effective July 1, 2009 Point of Service (OAPOS): Eighty-seven (87)

July 1, 2007 Health Maintenance Organization (HMO): Ninety-three (93)  
July 1, 2008 Health Maintenance Organization (HMO): Ninety-two (92)  
July 1, 2009 Health Maintenance Organization (HMO): Ninety-one (91)

Employees hired after July 1, 2007 will be required to take Health Maintenance Organization (HMO) with the Dover School District paying Eighty-five (85) Percent.

18.2 New Employees joining the staff will be covered on the first (1st) of the month following a thirty (30) day waiting period.

18.3 The School Board agrees to submit retired Employees' payments for the health insurance coverage at the School Department rate. In conjunction with the State Retirement System, premiums may be withheld from pension checks and forwarded to the Dover School Department. Monies used for this purpose should not be construed to be a general wage increase. (Refer to Internal Revenue Code, Section 106, and date April 9,1964).

18.4 If an employee does not subscribe to the School District, City of Dover, New Hampshire, New Hampshire School Health Care Coalition plan he/she will not receive reimbursement of any kind.

18.5 Whenever an employee leaves his/her employment in the Dover School Department, this benefit automatically stops on the last day of the following month. Said employee has the option to continue medical coverage for eighteen (18) months or until he/she is eligible for another program, whichever comes first.

18.6 Employees who are employed at the start of the school year (September), but who must take a leave of absence because of health reasons and after their accumulated sick leave has run out, may continue in the New Hampshire School Health Care Coalition plan to the end of the calendar month following the month of the leave of absence. Said employee has the option to continue medical coverage for eighteen (18) months or until he/she is eligible for another program; whichever comes first (COBRA Law).

18.7 Consistent with the current advisory of the State of New Hampshire, Department of Health and Welfare, Division of Public Health Services, employees who have met the requirement of the District's pre-employment or prior post-employment tuberculosis screening will not be required to have further screening while in the continuous employ of the District. AU employees shall comply with future advisories on tuberculosis screening issued by the Division of Public Health Services. The District will provide screening services required after employment but not before employment through the District's

own agents.

18.8 The District shall provide, at its cost, immunization shots for Hepatitis B to all custodial and maintenance employees.

## **ARTICLE XIX      INSURANCES**

19.1 LIFE INSURANCE: The School Board will make available to all full-time employees life insurance coverage of \$50,000 for natural death and \$50,000 additional benefit in the case of accidental death. Life Insurance will be terminated in all cases on the last day of the month a person goes on leave of absence until the employee taking leave returns on a full time bases. New employees joining the staff will be covered on the first day of the month following a thirty (30) day waiting period.

19.2 DISABILITY INSURANCE: The School Board will pay the premium for an income insurance program, which will provide sixty percent (60%) of monthly salary up to seventeen hundred and fifty dollars (\$1,750) per month, maximum benefit, to begin after ninety (90) consecutive calendar days. Said insurance will run until age sixty-five (65) and shall be coordinated with Social Security benefits.

19.3 DENTAL INSURANCE: The School Board will provide Delta Dental Insurance Plan IV or equivalent for all employees as follows: 100% of the cost of single coverage or 50% of the cost of 0-person or family coverage.

1. New full-time employees joining the staff will be covered on the first of the month following a thirty (30) day waiting period.
2. Whenever an employee leaves his/her employment in the Dover School District, this benefit automatically stops on the last day of the following month. Said employee has the option to continue dental coverage for eighteen (18) months or until he/she is eligible for another program, whichever comes first.

19.4 SUPPLEMENTAL DISABILITY INCOME: The District shall pay an employee absent from work receiving Worker's Compensation benefits, the difference between the employee's normal weekly salary and the income received as Worker's Compensation benefit. Absences under this provision shall be charged to the employee's accumulated sick leave equal to forty percent (40%) of an accrued sick day for each day of paid Worker's

Compensation benefit day. The paid supplemental Worker's Compensation income shall cease upon the exhaustion of the employee's accrued sick leave. The provisions of this section shall not prevent an employee from electing to waive the supplemental Worker's Compensation income from the District, in which instance, no sick leave time shall be deducted from the employee's accumulated sick leave.

## **ARTICLE XX      TRADESMAN'S TOOLS AND MILEAGE**

20.1 The District shall replace hand tools for employees who are required to provide such hand tools as stated in their job description, provided such hand tools are broken or lost while in the performance of duty for the District and provided, furthermore, that the damage or loss of the hand tool is not attributable to the negligence of the employee. The replacement shall be as close as possible in type and quality as the tool, which was broken or lost. The District shall not be liable for the replacement of hand tools, which carry a lifetime warranty by the manufacturer. Employees shall take all reasonable steps to ensure the security of all tools in their possession.

20.2 The District agrees that employees using private automobiles or trucks on District business at the request of the District shall be reimbursed according to the prevailing Federal reimbursement rate.

## **ARTICLE XXI      REDUCTIONS IN STAFF**

21.1 If there is a lay-off or any reduction in the work force in the School District, the employee with the least classification seniority in the classification affected will be laid off first and so on.

These laid off employees shall be re-hired in the reverse order of lay-off by classification seniority.

21.2 All employees who have been laid off will be on a recall list for two (2) years. Qualified and available permanent employees shall be reinstated before any new employees are hired.

## **ARTICLE XXII JURY/WITNESS DUTY PAY**

22.1 An employee called as a juror/witness will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment of meals and/or mileage shall not be considered as part of the fee for purposes of this Agreement.

## **ARTICLE XXIII MILITARY SERVICE**

23.1 Existing law relative to military service shall govern the District.

23.2 National Guard or Reserve Unit members shall be entitled to pay differential and continued benefits for annual two-week training for active duty obligation in the Guard or Reserves.

23.3 It is incumbent upon the employee to request his/her active duty dates to be summer (non-school) dates.

## **ARTICLE XXIV NEGOTIATIONS AND PRINTING OF AGREEMENT**

24.1 Up to four (4) employees shall be allowed reasonable time off during regular working hours, without loss of pay, for the purpose of collective bargaining. No overtime or other premium pay shall be paid for time spent in collective bargaining. Further, the District may have up to four (4) District employees for the purpose of collective bargaining.

24.2 Negotiations shall be conducted in accordance with N.H. RSA 273-A and this Agreement.

24.3 The Union agrees to distribute a copy of this Agreement to each employee represented by this agreement employed by the District. The School Board agrees to distribute a copy of this Agreement to each new employee at the time of filing paper work at the Central Office.

## **ARTICLE XXV CONTRACTING/SUBCONTRACTING OUT**

25.1 The parties recognize the School Board's right to direct and control School Services and the Union's interest in the effect of those activities on unit employees. To that end, the School Board agrees to give the Union a six (6) month notice prior to privatization, which would result in layoffs of unit employees.

## **ARTICLE XXVI CONFORMITY TO LAW AND SAVINGS CLAUSE**

26.1 If any provision of this Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable, or performed, or enforced except to the extent permitted by law. In the event that any provision of this Agreement is, or shall at any time, be determined to be contrary to law by a court of competent jurisdiction all other provisions of this Agreement shall continue in effect. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless made in writing and signed by both parties.

## **ARTICLE XXVII NO STRIKE CLAUSE**

27.1 The Union and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions, the Union, its officers, representatives, and members shall not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform any work duties on the part of any employee covered by this Agreement. The School Board agrees that it will abide by the terms of RSA 273-A: 5:1, F.

## **ARTICLE XXVIII UNIFORMS AND SAFETY**

28.1.1 The School Board shall provide the following clothing to permanent employees of

the Grounds Keepers and Building Maintenance classifications: 7 t-shirts, 11 pairs of pants, 11 long sleeved shirts, 11 short sleeved shirts, 2 jackets and 2 pairs of coveralls and will be reimbursed up to \$100.00 one (1) time per year for one (1) pair of safety shoes/boots. All other permanent employees must wear District provided shirts/smocks and will be reimbursed up to \$100.00 every one (1) year for one (1) pair of safety shoes/boots. All footwear will be purchased at Red's Shoe Barn, as long as the establishment is still in business. These employees may choose to wear the uniform shirts and pants as provided above or they may choose to wear the district provided sport shirts (long or short sleeves), t-shirt, or smocks. The employee's uniform choice may not be changed for one (1) year. Each employee shall receive issuance of new articles, as mentioned above, when he/she returns to the District the worn article. Employees will not be required to wear uniforms during shutdowns or in emergency situations.

28.2 Every reasonable effort will be made to ensure that no employee works alone in any district building.

## **ARTICLE XXIX    UNION BUSINESS**

- 29.1 An employee may have his/her Union Representative at any meeting with management regarding disciplinary procedures at his/her request. A Union Steward shall have reasonable time to present and process a written grievance.
- 29.2 Whenever notice is required to be given to the Union, pursuant to the provisions of this Agreement, such notice shall be given in writing to the elected the Union President at school or his/her home address.

## **ARTICLE XXX    DURATION OF AGREEMENT**

- 30.1 The provisions of this agreement shall become effective on July 1, 2007 for all employees who are employed by the District.
- 30.2 The District and the Union agree to begin negotiations of a successor agreement concerning wages, hours, and other terms and conditions of employment no later than October 15, 2009.

30.3 On June 30, 2010 and on each June 30th, thereafter, this agreement shall be deemed renewed and extended for the ensuing year. One hundred twenty (120) days or more prior to such date, either party shall have delivered to the other, notice of its desire not to have the Agreement in its form renewed. Such notice shall be deemed delivered when mailed, postage prepaid, addressed to the last addressee.

## **APPENDIX A: Salary Schedules**

Temporary employees shall be compensated at a rate equal to or higher than the hourly rate of step 1 for the position being filled.

Salary Schedule will be adjusted by the following:

2007-2008: 3%

2008-2009: 3%

2009-2010 3%

There will be one step added in 2007-2008.

2007 - 2008 SALARY SCHEDULE

	1	2	3	4	5	6	7	8	9	10	11	12
G1	12.58	13.01	13.45	13.93	14.42	14.91	15.45	15.99	16.54	16.96	17.40	17.92
G2	13.08	13.51	13.95	14.43	14.92	15.41	15.95	16.49	17.04	17.46	17.90	18.42
G3	13.13	13.61	14.08	14.56	15.08	15.60	16.16	16.72	17.30	17.74	18.18	18.73
G4	14.51	14.79	15.17	15.46	15.85	16.42	16.98	17.58	18.20	18.65	19.12	19.69

2008 - 2009 SALARY SCHEDULE

	1	2	3	4	5	6	7	8	9	10	11	12
G1	12.95	13.40	13.86	14.34	14.85	15.36	15.91	16.47	17.04	17.47	17.92	18.46
G2	13.45	13.90	14.36	14.84	15.35	15.86	16.41	16.97	17.54	17.97	18.42	18.96
G3	13.53	14.01	14.50	15.00	15.53	16.07	16.65	17.22	17.82	18.27	18.72	19.28
G4	14.95	15.23	15.63	15.92	16.33	16.91	17.49	18.11	18.75	19.21	19.69	20.28

2009 - 2010 SALARY SCHEDULE

	1	2	3	4	5	6	7	8	9	10	11	12
G1	13.34	13.80	14.27	14.77	15.30	15.82	16.39	16.96	17.55	18.00	18.46	19.01
G2	13.84	14.30	14.77	15.27	15.80	16.32	16.89	17.46	18.05	18.50	18.96	19.51
G3	13.93	14.43	14.94	15.45	16.00	16.55	17.14	17.73	18.36	18.82	19.29	19.87
G4	15.40	15.69	16.10	16.40	16.82	17.42	18.02	18.65	19.31	19.79	20.28	20.89

1 for the position being filled.

Salary Schedule will be adjusted by the following:

2007-2008: 3%

2008-2009: 3%

2009-2010 3%

There will be one step added in 2007-2008.

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES

BY: Kenneth Hall Kenneth Hall, President

DATE: 9/11/07

Dale Caswell Dale Caswell, Secretary

DOVER SCHOOL BOARD

BY: Marjorie Foster

DATE: 11/01/07

\_\_\_\_\_

COMMITTEE MEMBERS

BY: ALS O'Byrne

- Kenneth Hall
- Rachel Mitchell
- Eugene C. Sibley
- Dale Caswell

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_