Agreement

between

AFSCME Council 93/Local 3158 Support Staff

and

Franklin School Board

July 1, 2014

to

June 30, 2016

		PAGE
	PREAMBLE	3
ARTICLE 1	RECOGNITION	4
ARTICLE 2	JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD	5
ARTICLE 3	NON-DISCRIMINATION	6
ARTICLE 4	UNION DUES	7
ARTICLE 5	SENIORITY	8
ARTICLE 6	VACANCIES	9
ARTICLE 7	REDUCTION IN FORCE	10
ARTICLE 8	DISCIPLINARY ACTION	11
ARTICLE 9	GRIEVANCE PROCEDURE	12
ARTICLE 10	LETTER OF INTENT	14
ARTICLE 11	LIABILITY INSURANCE	15
ARTICLE 12	LEAVES	16
ARTICLE 13	HOURS OF WORK AND OVERTIME	19
ARTICLE 14	TEMPORARY ASSIGNMENT	20
ARTICLE 15	INSURANCE	21
ARTICLE 16	BULLETIN BOARDS	22
ARTICLE 17	SAFETY	23
ARTICLE 18	STRIKES AND LOCKOUTS	24
ARTICLE 19	SEPARABILITY	25
ARTICLE 20	STABILITY OF AGREEMENT	26
ARTICLE 21	PERSONNEL MATTERS	27
ARTICLE 22	EDUCATIONAL INCENTIVE/PROFESSIONAL DAYS	28
ARTICLE 23	RETIREMENT/SEVERANCE PAYMENT	29
ARTICLE 24	LABOR GRADES/WAGES	30
ARTICLE 25	DURATION	31
APPENDIX A	WAGE SCALE	33

PREAMBLE

The purpose and intent of the Franklin School Board and the Union entering into this Agreement is to promote harmonious relations between the School Board and the organized employees in the bargaining unit covered by the following Agreement.

ARTICLE 1

RECOGNITION

1.1 The School Board of Franklin, New Hampshire (hereinafter referred to as the "Board") hereby recognizes the American Federation of State, County and Municipal Employees, Council 93/Local 3158 (hereinafter referred to as the "Union") as the exclusive representative of the bargaining unit described below for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

1 .2 The Board recognizes the Union as the exclusive bargaining agent of all permanent full and part-time employees in the following job titles: Kitchen Workers, Assistant Head Cooks, Teacher Assistants, Cashiers, Teacher Assistants (Child Specific), Secretaries, Food Service Delivery Person, Food Service Record Keeper, Head Cook, Bookkeepers, Personal Care Assistants, Speech Assistants, Certified Occupational Therapist Assistants (COTAs) and Nurses in accordance with PELRB case no. M-0590 issued September 28, 2000.

1.3 Newly hired employees serve a probationary period of 90 calendar days. This contract does not apply to employees during their probationary period.

1.3a Current employees that move from one category to another will be have a sixty (60) day probationary period. At the end of the sixty day period, either the employee or the supervisory may request a return to previously held position. This contract applies to current employees who move from one category to another during their (60) sixty day probationary period.

1.4 Definitions:

A. Full time Calendar Year Employee - An employee of the District who works or is scheduled to work 52 weeks per year, 37 ½ hours or more per week, including vacation time.

B. Full time Academic Year Employee - An employee of the District who works or is scheduled to work each week of the school academic year, 30 hours or more per week.

C Part-time Employee –A calendar year employee who works or is scheduled to work less than 37 ½ hours per week, or an academic year employee who works or is scheduled to work less than 30 hours per week.

D. Probationary Employee – An employee during his/her first 90 calendar days of employment or one in his/her first 60 calendar days of employment in a different category.

E. Permanent Employee – An employee who has completed his/her probationary period.

ARTICLE 2

JURISDICTION AND AUTHORITY OF SCHOOL BOARD

2.1 The School Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district, in accordance with RSA 273-A:XI.

2.2 The parties agree that neither the school board nor the superintendent may lawfully delegate powers, discretion or authorities which, by law, are vested in them, and, this agreement shall not be construed so as to limit or impair their respective statutory powers, discretion or authorities.

ARTICLE 3

NON-DISCRIMINATION

3.1 The Board and Union agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of support staff or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, membership, activity in the Union and/or HIV, AIDS, and related diseases (Ref. Americans with Disabilities Act (ADA) July 26, 1990).

ARTICLE 4

UNION DUES

4.1 The Board agrees to deduct dues from the wages of employees in the union upon presentation of appropriate authorization forms specifying the dollar amount to be deducted. The Board shall make payroll deductions each pay period and shall remit such deductions along with a list indicating the name-and amount deducted to AFSCME Council 93, Business Administrator, 8 Beacon Street, Boston, MA 02108 on a monthly basis. However, if an employee 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 employee for that pay period. The union agrees to hold the district harmless from any dispute arising under this article.

4.2 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; however, an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within thirty (30) calendar days prior to each annual anniversary date of this agreement.

4.3 The Union shall post notices of the provisions of Section 4.2 as set forth above on all school bulletin boards sixty (60) calendar days prior to the anniversary date.

4.4 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.

4.5 All new hires as of July 1, 2012 with the school district who wish not to pay union dues shall pay an agency fee. Said fee shall not exceed the amount of annual union dues.

ARTICLE 5

SENIORITY

5.1 There shall be two (2) types of seniority, district seniority and classification seniority. Classifications for this Agreement shall be defined as those job titles identified under Article 1 in accordance with PELRB certification.

5.2 District seniority shall relate to the time an employee has been continuously employed by the District.

5.3 Classification seniority shall relate to the length of time an employee has been employed in a particular classification.

An employee working either as a:

A. Secretary I, II, or III
B. Teacher Assistant, CSP, or PC
C. Kitchen Worker, Snack Bar Worker, Head Cook, Assistant Head Cook, Cashier, Food Service Delivery Person, Food Service Record Keeper.

may move within their classification (within their letter grade listed above) without losing seniority or step.

5.4 Seniority shall not be interrupted by approved leaves of absence.

5.5 Seniority lists shall be posted once a year in October if requested in writing on or before September 15.

5.6 This article confers no benefits. Its only effect is to define the term seniority as that term may be used under other provisions of this agreement.

ARTICLE 6

VACANCIES

6.1 Notices of bargaining unit vacancies shall be posted on the official bulletin board in each school. Such notices shall be posted for a period of at least five (5) workdays.

6.2 The posting shall contain a description of the position, labor grade, pay range, name of the school, name of the person to whom the application is to be returned and the date by which the application is to be returned.

6.3 By September 30th of each year the Board shall notify the President/Chairperson of the Union, in writing, of the names, addresses, rate of pay and position of each bargaining unit member.

6.4 The Board reserves the right to fill vacant positions with applicants from outside of the bargaining unit. When there is more than one applicant the Board may fill the vacancy with the more qualified applicant as judged by the Board. When two or more applicants are judged to be equally qualified, applicants who are members of the bargaining unit shall be given preference. When two or more applicants who are members of the bargaining unit are judged to be equally qualified, the employee having the greater classification seniority shall be given preference.

6.5 In the event that the vacancy is filled on the basis of the seniority, the only matter that may be grieved will be the question of which employee has the greater seniority.

ARTICLE 7

REDUCTION IN FORCE

7.1 The Board shall have authority to determine the number of employees in each classification.

7.2 Lay-off shall be defined as a reduction in the work force occasioned by any reason other than the voluntary termination or discipline of an employee.

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

7.4 Once it has been determined that a reduction in force is necessary, the basis for deciding which employee shall be laid off shall be the employee's performance as measured by the Board. Employees with the better performance shall be retained. In the event that the performance of all employees in a classification being considered for lay-off is determined to be equivalent, the employee with the least classification seniority will be selected for layoff. Bumping between classifications will not be permitted.

7.5 In the event that the Board effectuates a lay-off on the basis of seniority, the only matter that may be grieved will be the question of which employee had the greater seniority.

7.6 Should the Board decide to reduce the hours of an employee or a group of employees but not to reduce the actual number of employee(s), the Union shall be notified at least thirty (30) days in advance of such action.

ARTICLE 8

DISCIPLINARY ACTION

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

A. Verbal warning
B. Written warning
C. Suspension without pay
D. Discharge

Discipline does not include non-renewal of an employee at the end of the year.

8.2 No employee shall be disciplined without just cause.

8.3 All disciplinary action shall be documented with a copy given to the employee at the time of such action.

8.4 Employees shall be entitled to supervised access to their personnel files on the second business day after notice has been given to the Board office. Nothing that may be used against an employee shall be placed into the personnel file of an employee until the employee is given an opportunity to review it. The employee shall sign a statement acknowledging that the opportunity was given, but such signature shall not indicate agreement with it. Should an employee refuse to sign the acknowledgement, the material may be placed in the file with a notation that the employee refused to sign. Employees shall have the right to duplicate material in their personnel file, or which is to be placed in their file.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 A grievance is defined as an alleged violation of a specific provision of this Agreement.

9.2 A grievance must be filed within ten (10) days of its occurrence or when the employee by reasonable diligence should have known of its occurrence.
Grievances shall be processed in the following manner:

Step 1: The matter will be discussed orally between the aggrieved employee and the employee's closest immediate supervisor who is not a member of this bargaining unit. The Union representative may be present if requested by the grievant(s). A decision shall be rendered within five (5) working days.

Step 2: If the grievant is not satisfied with the immediate supervisor's decision, he/she may appeal the decision to the Building Principal within five (5) days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

A. The nature of the grievance, i.e. the specific provisions of the contract which have been violated or misinterpreted or misapplied.
B. The injury and the loss which is claimed, i.e., the specific loss to the employee in pay or benefits.
C. The remedies sought.
D. Date of the alleged violation or misapplication.

The Building Principal shall investigate the matter and communicate the decision in writing to the grievant within ten (10) days from receipt of the written grievance.

Step 3: If the grievance is not adjusted to the grievant's satisfaction in Step 2, the grievance may be further appealed to the superintendent in writing within five (5) days after receipt of the Step 2 decision. **The superintendent will meet with the Union and the Grievant and examine the facts of the grievance.** The superintendent shall investigate the grievance and render a decision in writing within ten (10) days after the receipt of the appeal.

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

Step 5: **If the decision of the School Board does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the School Board of such request within ten (10) days of the School Board Step 4 decision.** The following procedure shall be used to arbitrate the grievance:

a. The Union will submit a request for arbitration to the American Arbitration Association under its rules within thirty (30) days of the superintendent's decision.
b. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall be bound by and must comply with all the terms of this

agreement, and shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award a "make-whole recommendation", but may apply no penalty payments.

c. The decision of the arbitrator shall be final and binding.

9.3 The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Union. Any other expenses shall be paid by the party incurring same.

ARTICLE 10

LETTER OF INTENT

The Board shall provide by June 1st of each year, a letter of renewal or non-renewal for continuing employment to each employee.

10.1 Upon receiving an employment notice, the employee must advise the Superintendent within ten (10) working days of his/her intent to return. If an employee fails to do so, he/she will be assumed to have resigned voluntarily.

10.2 Any school year academic employee that signs an agreement stating their intent to return and fails to do so will be charged for the cost of their insurance over the summer months.

ARTICLE 11

LIABILITY

11.1 The Board shall save employees harmless from financial liability arising out of any claim, suit, or judgment against them because of an act taken by them in the course of their employment except in the case of gross negligence or gross misconduct.

ARTICLE 12

LEAVES

12.1 SICK LEAVE:

Full time calendar year employees shall accrue sick leave at the rate of 1.25 days per month with a maximum accrual of 100 days.

Full time academic year employees shall accrue sick leave at the rate of 1 day per month with a maximum accrual of 80 days.

The basis for accrual shall be the employee's date of employment with the District.

Employees, who on the effective date of this agreement have in excess of the maximum accrual shall be allowed to use those excess days as outlined in this Article.

Medical opinions acceptable to the Board may be required prior to payment of the sick leave benefit, after an absence of three (3) consecutive work days.

Sick leave shall be used for actual sickness or disability of the employee only, except that up to 15 days of accumulated sick leave per year may be used for the illness of the employee's child, spouse, or parent.

All part-time employees receive **four (4)** paid sick days per year based on the hours actually worked with a maximum accrual of 20 days.

12.1.1 SICK LEAVE BONUS

Full time calendar year employees shall be given a $300 bonus if less than one sick day is used during the course of the contract year. A new employee must be an employee of record as of July 1st in order to be entitled to this bonus.

12.1.2 SICK BANK:

The Board agrees to establish a sick leave bank for employees covered by this Agreement. Prior to October 15 of each school year, each employee covered by this agreement may donate up to two (2) days from the days accrued set forth in Section 12.1 to be deposited in said "Bank". By March 15th of the same school year, employees may donate additional sick days providing they do not deplete their own sick leave. Unused sick leave days in the bank at the close of the school year will carry into subsequent years. To become eligible to request extended benefits from this sick bank, an employee must have exhausted all his/her accrued sick leave under Section 12.1 of this Agreement; present satisfactory medical evidence of disability or illness (excluding work connected accident); and get approval of the Superintendent or his/her designee. An employee may draw up to thirty (30) days from said sick bank in any one (1) year. Supervision of this bank, except for approval of the use of sick bank by the Superintendent or his/her designee, shall be conducted by the Superintendent or his/her designee and three (3) members of the Union. This section of the article shall not be grievable.

12.2 PERSONAL LEAVE:

Each full time employee is entitled to three (3) days personal leave of absence annually. Except in emergency situations, application for such leave shall be made to the Superintendent or designee 48 hours in advance. Personal leave may only be used for such matters as home emergencies, religious holidays, court appearances or other pressing personal business which cannot be conducted outside the school day. Personal leave may not be used to extend vacation. Employees are not required to state a reason for personal leave requests, but must certify that its use will comply with the purpose set forth herein. Each part time employee will receive one (1) personal leave day.

12.3 HOLIDAYS

Full time calendar year employees shall receive the following **12.5** paid holidays;

Fourth of July	Christmas Day
Labor Day	½ New Year's Eve
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King/Civil Rights Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Memorial Day
Christmas Eve	

Some holidays may be re-scheduled to coincide with the school calendar.

All full time academic year employees shall receive the following **nine** paid holidays:

Labor Day	Thanksgiving Day
Columbus Day	Christmas Day
Veteran's Day	**New Year's Day**
Day after Thanksgiving	Martin Luther King/Civil Rights Day
	Memorial Day

Some holidays may be re-scheduled to coincide with the school calendar.

Part-time Employees shall receive the following **three** paid holidays

Thanksgiving Day Christmas Day **Memorial Day**

12.4 VACATION LEAVE

Full time calendar year employees shall accrue vacation leave in accordance with the following schedule:

a. Start, through completion of five years of service – ten (10) days per year.
b. Six years through ten years of service – fifteen (15) days per year.
c. Eleven years through twenty years of service – twenty (20) days per year.
d. Twenty years or more – twenty-five (25) days per year.

Vacation earned in one year is to be taken in the next year, except during the first year of employment when five (5) of the days earned may be taken after six months employment. Unused vacation may not be carried over into a subsequent year.

The basis for vacation accrual shall be the employee's date of employment with the District.

12.5 WORKERS' COMPENSATION

Shall be in accordance with applicable state statute. When a claim is accepted by Workers' Compensation, an employee shall receive a set portion of wages as prescribed by law.

12.6 FMLA

The Board shall abide by the provisions of the FMLA and a copy of the Act shall be posted by the School District on the Unions' bulletin boards.

12.7 BEREAVEMENT LEAVE:

In the event of death of an immediate family member, the employee, on request, shall be excused with pay for the regular hours the employee would normally work for three (3) working days.

"Immediate family" should include life partner or significant other, wife, husband, father, mother, step-parent, sister, brother, children, step-children, grandparent, grandchild, and the same relatives for the employee's spouse or partner.

The Superintendent may grant bereavement leave on a case by case basis for the death of someone not listed. The Superintendents decision shall be final.

12.8 MILITARY LEAVE: Shall be in accordance with applicable state statutes.

12.9 JURY DUTY:
If an employee is called as a juror he/she shall be paid the difference between the fee received for such service and his/her daily rate of pay. In order to receive payment an employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims payment. The provisions of this section are not applicable to an employee, who, without being summoned, volunteers for jury duty.

12.10 LEAVE OF ABSENCE WITHOUT PAY:
Unpaid leave of absence maybe granted for reasons other than those stated above at the sole discretion of the Board. The decision of the Board shall not be subject to the provisions of the grievance procedure.

ARTICLE 13

HOURS OF WORK AND OVERTIME

13.1 The normal workweek shall consist of any work performed up to eight (8) consecutive hours per day, Monday through Friday. The normal workday shall consist of any work performed up to eight (8) consecutive hours per day. Nothing herein shall be construed as guaranteeing employees forty (40) hours of work per week or eight (8) hours of work per day nor from preventing required work on a week-end. Work week ends midnight on Saturday.

13.2 Time worked in excess of forty, (40) hours in any one (1) week shall be paid at the rate of time and one-half (1-1/2). All paid leave occurring during the workweek shall be counted as hours worked for the purpose of determining the forty (40) hours.

13.3 The workweek shall not be interrupted to avoid the payment of overtime.

13.4 Any employee who has left work and is recalled prior to the next shift shall be paid a minimum of two (2) hours at the applicable rate.

13.5 In a delayed opening, as determined by the Board, employees shall not be required to report to work more than fifteen (15) minutes prior to the opening of school in the building to which they are assigned. Employees will be paid for a full day in the case of delayed openings but if that delay turns into a cancellation the employee will not be entitled to payment.

Food Service Workers required to report to work in order to prepare food in a timely manner will be paid a minimum of three hours (3) if the delay becomes a cancellation.

13.6 In cases of an early dismissal for emergency reasons as determined by the Board, employees that have a scheduled day of work for said day shall be paid for that day of work.

13.7 Each employee shall be guaranteed an unpaid thirty (30) minute lunch period daily.

13.8 Upon mutual agreement between the employee and his/her supervisor the employee may work a flex schedule.
Principals have the authority and the responsibility to schedule and to monitor the workday of support staff employees in their building. In the implementation of this task, Principals shall by guided by the following:

1. All employees are expected to be punctual and attentive to their duties, guided by the principle, " A day's work for a day's pay".

2. If an employee needs to be absent from their duty assignment for up to two hours, the Principals shall use their discretion in waiving the time, scheduling comp time, or not paying the employee for time away from school.

3. If an employee is absent from school (for reasons other than listed in the contract) in excess of two (2) hours, then the employee shall either not be paid for that time or be scheduled to make up the lost time, at the discretion of the Principal.

ARTICLE 14

TEMPORARY ASSIGNMENT

14.1 An employee may be temporarily assigned to the work of any position of the same or lower classification without a change in pay. Upon cessation of such temporary assignment, the employee shall be restored to his/her original position.

14.2 Employees will be compensated on a plus rate (no less than 5% to the nearest whole cent) above his/her present rate or the minimum pay of the bargaining unit classification to which they are temporarily assigned, whichever is higher, for working a higher level classification after five (5) consecutive days of temporary assignment. Upon cessation of such temporary assignment, the employee shall be restored to his/her original position and pay rate.

14.3 Employees temporarily assigned to a non-bargaining unit position shall receive ten percent (10%) above his/her present rate of pay after five (5) consecutive days of temporary assignment. Upon cessation of such temporary assignment, the employee shall be restored to his/her original position and pay rate.

14.4 An assistant assigned to substitute for a teacher for an entire day (with no teacher present) shall receive ten percent (10%) above his/her present rate of pay, or Sixty Dollars ($60.00) whichever is greater.

ARTICLE 15

INSURANCE

*15.1 HEALTH INSURANCE: The Board shall offer health insurance coverage to all full time calendar/academic year employees. The Board shall pay 95% of the cost of a single premium for Matthew Thornton Health Plan with Rx 10/20/45 and a twenty dollar ($20.00) copay for the duration of this agreement provided the employee may choose to apply the dollar equivalent of this amount to a two-person or family Matthew Thornton Health Plan at the employee's choice.

15.2 An otherwise qualified employee who has provided notification to the Board stating that he/she elects not to participate in the Board offered health insurance coverage along with documentation providing for alternative coverage shall be eligible for a payment of $700 per year payable in the last yearly paycheck and prorated from the first full month of alternative coverage beginning in July 2006.

15.3 LIFE INSURANCE: The Board shall provide, at its cost, life insurance to all full-time calendar/academic year employees in the amount of $17,500. Said monies shall be dispersed to the employee's designated beneficiary.

15.4 DENTAL INSURANCE: The Board shall pay for each full time calendar/academic year employee up to, but not more than, the cost of the single plan of the company the Board is using.

15.5 This Article does not apply to part time employees.

ARTICLE 16

BULLETIN BOARDS

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

ARTICLE 17

SAFETY

17.1 The Board shall have the right to make regulations for the safety and health of its employees during their hours of employment. The Union agrees that its members who are employees of the Board will comply with the Board's rules and regulations relating to safety, economy and efficiency of services to the Board and the Public.

17.2 The Board agrees that the bargaining unit employees shall be represented as may be required by State Statute on the Joint Loss Management Committee.

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

ARTICLE 18

STRIKES AND LOCKOUTS PROHIBITED

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

18.2 The Board agrees not to lock out bargaining unit employees.

ARTICLE 19

SEPARABILITY

19.1 Should any article, section or portion thereof of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof specified in the decision, and all other provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated herein. By mutual agreement the parties may meet and negotiate only on the specifically declared article, section, or portion thereof.

ARTICLE 20

STABILITY OF AGREEMENT

20.1 This instrument constitutes the entire Agreement of the Board and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

20.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. The foregoing waiver of obligation to bargain may be superseded by mutual written agreement of the parties, or if it is ascertained that specific information had been requested by either party and withheld by the other party.

ARTICLE 21

PERSONNEL MATTERS

21.1 Any formal evaluation of a bargaining unit employee shall be conducted by the employee's immediate supervisor who is not a member of this bargaining unit. An employee shall be given a copy of any formal evaluation report prepared by his/her evaluator before any conference held to discuss it. Thereafter, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.

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

21.3 Representatives of the Union may meet with the Superintendent or his/her designee once a month after working hours to discuss matters of mutual concern, at a mutually agreed time and place. A written agenda may be exchanged between the Union and the Superintendent no less than five (5) working days before the scheduled date of the meeting. Nothing contained herein shall prevent the Superintendent or his/her designee and the Union from meeting on a less frequent basis.

ARTICLE 22

EDUCATIONAL INCENTIVE/PROFESSIONAL DAYS

22.1 The Board agrees to provide reimbursement for tuition, books and registration fees to employees holding full time NURSE or COTA positions, and who complete approved course/workshops not to exceed the sum of $500 per employee per year. The Board shall not be required to expend in excess of the sum of $5,000 per year for this benefit. Distribution shall be on a first come first served basis.

A. Course must be work related and approved in advance.

B. The reimbursement shall be paid to the employee upon presentation of a certificate of satisfactory completion of the workshop or reimbursement of 100% for a grade of B or better for the course.

C. An employee must have been employed for a minimum of one year to be eligible for education incentive reimbursement.

D. All support staff may apply for additional educational reimbursement on a case by case basis, **including nurses and certified occupational therapy assistants (COTA).**

22.2 A full time nurse or COTA shall be allowed a maximum of two (2) days of professional leave per year with pay to attend workshops or conferences directly related to maintaining his/her licensure or certification. Professional leave is subject to the approval of the building principal and the Superintendent and the availability of building coverage.

22.3 The Board may add or subtract in-service days to any individual contracts.

22.4 Nothing in this section shall prevent the Board from requiring an employee to attend a workshop or conference. If the Board requires an employee to attend a workshop or conference, the Board will pay said workshop or conference costs.

22.5 **On early release days, support staff employees shall be allowed to attend workshops or training and will not incur loss of pay.**

ARTICLE 23

RETIREMENT/SEVERANCE PAYMENT

23.1 The Board shall continue to provide New Hampshire State Retirement to employees as required by the plan.

ARTICLE 24

LABOR GRADES/WAGES

24.1 LABOR GRADES:

1001	1002	1003	1004	1005	1006	1007	1008	1009
Kitchen Workers	Asst Head Cooks	CSP Teacher Assistants	*Secretary I	*Secretary II Creative Design Assistant	*Secretary III	Speech Assistants	COTA	Nurses
Snack Bar Workers	Cashiers			Food Service Delivery Person	Bookkeepers			
	Teacher Assistants			High School Registrar	Personal Care Assistants Head Cook			
	Library Assistants			Food Service Record Keeper				

*Secretary I = Guidance Secretary or Attendance Secretary/School Year Secretary
*Secretary II = Calendar year secretary/minimal or no bookkeeping; High School Registrar
*Secretary III = Calendar year elementary secretary, middle school secretary, high school secretary, or district special education secretary/extensive bookkeeping

Employees shall be paid on a bi-weekly basis.

24.2 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 the vehicle for school business. Mileage shall be paid once a month to employees who have filled out an appropriate form.

24.3 Wage Increases:

1.5% Year One
1.5% Year Two
Add two (2) steps in 2014-2015 and one (1) step in 2015-2016

For new employees, the beginning salary shall be as listed in Appendix A, but may be adjusted by the Superintendent for direct or related experience so long as the rate does not exceed the rate paid to current employees with the same or similar experience. Management will inform the Union annually at the start of each academic year if any employee is hired at a rate greater than the starting salary level.

ARTICLE 25

DURATION

25.1 This Agreement shall be in full force and **effect July 1, 2014 through June 30, 2016.** The Union shall notify the Board in accordance with RSA 273-A of its intent to bargain a successor agreement.

25.2 The Board agrees to provide the PELRB with an executed copy of this Agreement within fifteen (15) days of signing.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of , 2014.

FRANKLIN SCHOOL BOARD

AMERICAN FEDERAL OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFFILIATED WITH AFL-CIO

By _____
Board Chairman

By _____
~~Union President~~ Neg. comm. chrmn

By _____
Chief Negotiator

By _____
Chief Negotiator

By _____
Superintendent of Schools

By _____
Association Representative

By _____
Association Representative

MEMORANDUM OF AGREEMENT

HEALTH INSURANCE, SICK LEAVE AND HOLIDAYS

The following employee shall be "grandfathered" as a "full-time academic year employee" and receive benefits accordingly under the Agreement between the Union and the School Board:

Joanne Rocci-Audet

APPENDIX A

AFSCME Council 93/ Local 3158 Support Staff Salary Schedules

7/1/2014-06/30/16

Proposed 2014-2015

	1001	1002	1003	1004	1005	1006	1007	1008	1009
0	8.92	9.55	10.06	10.31	10.51	11.35	15.61	18.09	17.86
1	9.14	9.79	10.31	10.56	10.79	11.63	16.01	18.63	18.68
2	9.37	10.02	10.57	10.82	11.04	11.92	16.97	19.09	19.14
3	9.60	10.29	10.52	11.10	11.32	12.23	16.80	19.57	19.62
4	9.85	10.55	11.10	11.38	11.61	12.53	17.23	20.07	20.12
5	10.09	10.82	11.39	11.67	11.89	12.84	17.66	20.57	20.62
6	10.33	11.09	11.67	11.94	12.19	13.16	18.10	21.08	21.13
7	10.60	11.37	11.94	12.25	12.49	13.49	18.54	21.60	21.66
8	10.88	11.65	12.26	12.56	12.81	13.82	19.01	22.14	22.20
9	11.13	11.93	12.57	12.87	13.13	14.17	19.49	22.70	22.75
10	11.42	12.24	12.88	13.18	13.47	14.37	19.98	23.26	23.29
11	11.71	12.55	13.18	13.53	13.79	14.90	20.49	23.84	23.89
12	12.00	12.85	13.53	13.85	14.14	15.27	21.01	24.44	24.49
13	12.30	13.17	13.89	14.20	14.49	15.64	21.53	25.04	25.10
14	12.61	13.51	14.21	14.57	14.85	16.04	22.06	25.67	25.73
15	12.93	13.84	14.57	15.03	15.23	16.44	22.59	26.32	26.37
16	13.25	14.19	14.93	15.30	15.60	16.86	23.16	26.98	27.03
17	13.58	14.54	15.31	15.69	16.00	17.28	23.75	27.65	27.80
18	13.97	14.93	15.69	16.08	16.38	17.66	24.14	28.03	28.19
19	14.30	15.29	16.07	16.47	16.78	18.08	24.73	28.70	28.96

Proposed 2015-2016

	1001	1002	1003	1004	1005	1006	1007	1008	1009
0	9.06	9.69	10.21	10.47	10.66	11.52	15.84	18.36	18.13
1	9.27	9.94	10.47	10.71	10.95	11.81	16.25	18.90	18.96
2	9.51	10.17	10.72	10.98	11.21	12.09	17.23	19.38	19.43
3	9.75	10.45	10.67	11.27	11.49	12.41	17.05	19.86	19.91
4	9.99	10.70	11.27	11.55	11.79	12.71	17.49	20.37	20.42
5	10.24	10.98	11.56	11.85	12.06	13.03	17.93	20.88	20.93
6	10.49	11.26	11.85	12.12	12.37	13.36	18.37	21.40	21.45
7	10.76	11.54	12.12	12.43	12.68	13.69	18.82	21.92	21.99
8	11.04	11.83	12.45	12.74	13.00	14.03	19.30	22.47	22.53
9	11.30	12.11	12.75	13.06	13.33	14.38	19.78	23.04	23.09
10	11.59	12.42	13.07	13.38	13.67	14.59	20.27	23.61	23.64
11	11.89	12.73	13.38	13.73	14.00	15.12	20.80	24.20	24.25
12	12.18	13.04	13.73	14.06	14.35	15.49	21.33	24.81	24.86
13	12.49	13.37	14.09	14.41	14.71	15.88	21.85	25.42	25.48
14	12.80	13.71	14.42	14.78	15.07	16.28	22.39	26.05	26.12
15	13.13	14.05	14.78	15.26	15.45	16.69	22.93	26.71	26.77
16	13.44	14.40	15.15	15.53	15.83	17.11	23.51	27.38	27.43
17	13.78	14.76	15.54	15.93	16.24	17.53	24.11	28.06	28.22
18	14.18	15.15	15.93	16.32	16.63	17.93	24.50	28.45	28.61
19	14.52	15.52	16.31	16.72	17.03	18.35	25.10	29.13	29.39
20	14.86	15.88	16.69	17.12	17.43	18.77	25.69	29.81	30.18

FRANKLIN SCHOOL DISTRICT
AND
AFSCME LOCAL 3158, FRANKLIN SUPPORT STAFF

SIDEBAR

This sidebar is entered by and between the parties to memorialize certain agreements made during negotiations that led to their July 1, 2014-June 30, 2016 Collective Bargaining Agreement.

1. The Board will pay extra liability insurance premiums not to exceed $150 per individual per year for nurses and COTAs currently employed as follows:

Margaret Lohmann

Jackie Batchelder

2. The Board may pay a stipend of its choosing to employees acting as Health Coordinator.

3. Jackie Batchelder, COTA, may accumulate up to fifteen (15) days of sick time per year at the rate of 1.5 days for each month of employment; cumulative up to 100 days. In addition, she will receive a pay raise equal to that agreed to for support staff.

This Sidebar shall remain in effect only during the term of the July 2012- June 30, 2014 Collective Bargaining Agreement.