

**SERVICE EMPLOYEES**

**AND**

**DRESDEN SCHOOL DISTRICT**

**HANOVER SCHOOL DISTRICT**

**JULY 1, 2013 - JUNE 30, 2016**

**TABLE OF CONTENTS**

**AGREEMENT** .....1

**WITNESSETH**.....1

**ARTICLE 1: RECOGNITION**.....1

**ARTICLE 2: JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD**.....2

**ARTICLE 3: HOURS AND WAGES**.....2

**ARTICLE 4: WAGE RATES**.....4

**ARTICLE 5: INSURANCE PROVISIONS** .....5

**ARTICLE 6: WORKERS’ COMPENSATION**.....7

**ARTICLE 7: VACATIONS**.....7

**ARTICLE 8: PAID HOLIDAYS**.....8

**ARTICLE 9: SICK, EMERGENCY AND BEREAVEMENT LEAVE**.....9

**ARTICLE 10: MATERNITY LEAVE** .....10

**ARTICLE 11: JURY DUTY**.....11

**ARTICLE 12: EDUCATION INCENTIVE POLICY** .....11

**ARTICLE 13: SAFETY AND UNIFORMS**.....11

**ARTICLE 14: MAINTENANCE OF MEMBERSHIP**.....12

**ARTICLE 15: BULLETIN BOARDS** .....12

**ARTICLE 16: JOB POSTING** .....12

**ARTICLE 17: SENIORITY** .....13

**ARTICLE 18: LAYOFFS** .....15

**ARTICLE 19: TEMPORARY ASSIGNMENTS**.....15

**ARTICLE 20: DISCIPLINARY PROCEDURES** .....15

**ARTICLE 21: GRIEVANCE PROCEDURE** .....16

**ARTICLE 22: TERMINATION OF CONTRACT**.....17

**APPENDIX A: SERVICE PERSONNEL WAGE SCHEDULE**..... **ERROR! BOOKMARK NOT DEFINED.**

## **AGREEMENT**

THIS AGREEMENT made and entered into by the Dresden School District and the Hanover School District (hereinafter called the Districts) and Local #1348 of the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO, (hereinafter called the Union), representing the service employees of the Dresden School District and the Hanover School District.

## **WITNESSETH**

WHEREAS the Union has been established as the certified bargaining unit by the Public Employees Labor Relations Board for the purpose of collective bargaining under the provisions of RSA 273-A and is the exclusive representative of full-time, permanent service employees of the School Districts who are on regular active duty for the district and are enrolled on the district payroll.

WHEREAS the Union should represent all service employees for the purpose of bargaining with respect to wages, hours of work and other conditions of employment.

WHEREAS the parties have entered into collective bargaining pursuant under conditions of RSA 273-A.

WHEREAS now, therefore, the parties hereto contract and agree with each other as a result of collective bargaining as follows.

## **ARTICLE 1: RECOGNITION**

- 1.1 Whenever used in this agreement, the word “employee” shall refer to only service personnel working in the Districts on a full-time permanent and part-time permanent basis which include: custodians, general maintenance, foremen, electrician and preventive maintenance technician.
- 1.2 The Districts hereby recognize that the Union is the sole and exclusive representative of all service employees of the Districts except the management or supervisory employees of the Districts and others properly excluded under the provisions of RSA 273-A.
- 1.3 Employees hired by the District shall complete a six month probationary period before attaining rights under the contract. The probationary period may be extended once, by mutual agreement in writing between the Union and the Districts, for a period not to exceed thirty (30) days. An employee who terminates employment for reasons other than discharge after at least twelve (12) months of service and is rehired within twelve (12) months after termination shall complete a sixty (60) day probationary period.

- 1.4 Upon individually written authorization by the Union employee and approved by the Union President, the Districts agree to deduct from each Union member so authorized the current monthly dues as certified to the employer by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction is to be made each pay period. However, if any employee has no check coming to him/her 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.
- 1.5 The Parties agree that there shall be no discrimination, interference, restraint, or coercion by any of its authorized agents, against any employee because of membership or non-membership in the Union, or because of presenting a grievance, or against any person who may represent others in the discharge of his/her duties.
- 1.6 The Union agrees 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 Districts.
- 1.7 Employees who work at least fifteen (15) hours per week shall be eligible to receive prorated benefits, based upon their hours of work, covering sick leave, emergency leave, vacations, holidays, and jury duty.
- 1.8 The employer represents that union members assigned to work outside of the Dresden and Hanover School Districts will not do so at the expense of any employee of the outside districts.

## **ARTICLE 2: JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD**

- 2.1 The 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 the applicable laws and regulations to direct and manage all activities of the school district.
- 2.2 The parties understand that neither the board nor the superintendent may lawfully delegate powers, discretion's, and authority that by law are vested in them, and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretion's, and authorities.

## **ARTICLE 3: HOURS AND WAGES**

- 3.1 The normal workweek for full time employees shall consist of five (5) consecutive days at straight time pay.

The third shift hours will normally begin no earlier than 10:00 p.m. and normally end no later than 9:00 a.m.

The second shift will normally begin no earlier than 1:00 p.m. and normally end no later than 2:00 a.m.

The first shift hours will normally begin no earlier than 5:30 a.m. and normally end no later than 5:00 p.m.

Prior to any change in the regular work shift, the Union local Hanover/Dresden chairperson shall be notified and given an opportunity to discuss such a change before being implemented. In the event the shift hours are changed, the employees will be given a minimum of 48 hours notice (except in cases of emergency) and the reasons for such a change.

The normal workday will consist of up to eight (8) hours of work in any one day at straight time pay, exclusive of lunch break. Employees will be expected to ‘clock out’ during their one half hour lunch break. Lunch break will be staggered so that one employee will remain on duty during break. The “on duty” employee will be designated by the other employees.

- 3.2 All time worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be paid at the rate of time and one-half. Paid holidays, paid sick leave, and paid emergency leave occurring during the workweek shall be counted as hours worked for the purpose of determining the forty (40) straight-time hours.

Emergency work: It shall be the duty of employees to make themselves available during the course of emergencies. Deliberate refusal without justification may result in disciplinary action.

- 3.3 The parties agree that overtime work shall be offered on a rotating basis among all available and qualified regular employees by classification. Employees are expected to work a reasonable amount of overtime and in the event that all employees refuse such overtime, the employee with the least seniority must work that time. An up-to-date list of overtime shall be posted. (It is understood by the Parties to this agreement that the intent of this section is to establish a rotation of assigned overtime, in reverse order of seniority, so that no one employee shall be required to perform overtime work more frequently than any other employee. Nothing in this understanding will preclude an employee from accepting multiple, frequent overtime assignments on a voluntary basis.) Only after regular full-time employees have been offered overtime shall probationary employees be afforded such opportunity. It is understood that, in the event no regular full-time employees accept the overtime, the least senior person will be a regular full-time employee, not the probationary employee.
- 3.4 Employees who have left their place of employment and are recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence

within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without any additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure any employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several callbacks within the three (3) hour minimum guarantee period.

- 3.5 Employees whose regular 40 hour workweek includes Sunday shall be paid for Sunday work in accordance with the regular hourly rate shown in appendix A for the hours of their regular shift. Employees required to work on Sunday, outside of their regular shift shall be compensated at the rate of double time their regular rate of pay.
- 3.6 In no event shall duplication or pyramiding of overtime or premium rates be permissible. When the particular work falls within two (2) or more overtime or other premium classifications, only the highest applicable single overtime or other premium rate shall be paid.
- 3.7 Employees who are required to work Saturday or Sunday, outside their normal work week without other on-duty employees to cover their lunch break, resulting in overtime, shall be paid for all hours worked, including their meal break.

#### **ARTICLE 4: WAGE RATES**

- 4.1 Employees hired after July 1, 2010, will be paid according to the attached wage schedule. Wage rates for employees hired before July 1, 2010, will be based on either the restructured wage rate schedule or the traditional schedule, whichever gives a higher rate.

Effective July 1, 2013, July 1 2014, and July 1, 2015 a COLA adjustment shall be calculated and applied to both the traditional and restructured schedules. Wages on those dates shall change by the COLA percentage, but shall not be less than one percent (1%), or more than two percent (2%). The COLA adjustment percentage shall be determined by the annual increase in the Northeast Urban index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for most recent October-to-October period.

- 4.2 If employees are hired to work nights and the hours are changed to days during the summer; then such employees will still receive the shift differential.

If there is a 9:00 a.m. - 5:00 p.m. shift during the summer, each employee will work one (1) week of those hours on a rotating basis.

When the District makes a mistake and shorts an employee's pay check, the District will give such employee a check for the difference by the following Tuesday, provided the difference amounts to \$10.00 or more. If the difference is less than \$10.00, the error will be corrected on the following payday.

If the payday falls on a holiday, employees will receive their paychecks the day before the holiday.

## ARTICLE 5: INSURANCE PROVISIONS

### 5.1 Health Insurance:

Effective with the first of the month following date of hire, service personnel who work at least thirty (30) hours per week with an anticipated duration of fifty two (52) weeks, shall be extended full family membership health insurance. The health insurance plan offered to employees will be the School Care plan, whereby each employee selects between the Point of Service Plan (POS) or the Health Maintenance Organization Plan (HMO). The Board may designate an alternate plan, provided that the benefits under the plan are comparable.

The premium shall be paid by the employing school district in the same percent as the percent of employment, *subject to employee contributions described below*. If an employee selects the Point of Service Plan, that employee will pay the difference between the cost of that Plan and the HMO Plan (in addition to sharing in the premium cost as described below). Such payments will be made via pretax payroll deductions under the provisions of Section 125 of the Internal Revenue Code.

Service employees will pay fifteen percent (15.0%) of the premium costs through each of the three years of the contract. During the 2010-11 year the premium base on which the co-pay will be computed will be the rates the district paid during the 2009-10 year. During the 2011-12 and 2012-13 years, the premium base will be the rates actually charged during those years.

5.1.a Health Insurance Payback: Service personnel who work at least thirty (30) hours per week who choose not to accept the medical insurance benefit will receive up to seven hundred and fifty dollars (\$750.00) per year (part time employees on a pro rata basis). A continuing employee must declare his/her intent to decline participation in the district's health insurance plan by July 1st of each contract year.

5.1.b If the employee finds that he/she must return to the district's health insurance plan, the employee must satisfy the health insurance provider's re-entry requirements, if any, and the employee must repay the district for a portion of the payback that he or she may have received. Repayment percentage would be calculated by counting the number of months that the employee would actually be "on" the district's health insurance plan and dividing that number of months by twelve (months).

**5.2 Group Life, Accidental Death And Dismemberment, And Accident And Sickness Program:**

All service employees of the school districts are eligible to participate in the Group Life, Accidental Death and Dismemberment, and Accident and Sickness Program sponsored by the districts at no cost to the employee.

The benefits provided are as follows:

Life	\$25,000
Both hands or feet or both feet or sight of both eyes	\$25,000
One hand and one foot	\$25,000
One hand and sight of one eye	\$25,000
One foot and sight of one eye	\$25,000
One hand or one foot	\$12,500

The benefits provided for non-occupational accident or sickness (disability insurance), are as follows:

5.2.a Two-thirds of the employee's regular base salary, exclusive of overtime, shift, or foreman's premium; benefits begin on the day following the day on which sick leave is used up, or thirty (30) consecutive calendar days after an accident or sickness occurs, whichever is later, and shall continue for up to two (2) years.

5.2.b An employee who becomes totally disabled is considered an employee of the District for up to two years from the date of the disability. To return to work during this period, the employee must provide documentation from their physician validating their change in disability status and their fitness to return to work.

5.2.c The District will provide the medical, dental and life insurance coverages under the same co-pay provisions described in this contract for up to two years from the date of disability, if the employee has at least five years of service. An employee with less than five years of service shall be entitled to the same co-pay premium described in this contract for up to one year from the date of the disability.

5.2.d. The benefit contributions of this Disability Plan will be prorated for the employee whose contract was less than full-time as of the date of their disability.

5.2.e. The employing District shall pay the premium for this life and disability benefit for eligible employees.

**5.3 Dental:**

Service personnel who work at least thirty (30) hours per week with an anticipated duration of fifty-two (52) weeks a year shall be extended individual membership dental insurance. Coverage will consist of Delta Plan 3B--employee only; 100% Coverage A (Diagnostic and Preventive);



80% Coverage B (Restorative, Oral surgery, etc.) and 50% Coverage C (Prosthodontics); zero deductible; \$1,250 per year maximum--or an alternate plan designated by the school boards, provided that the benefits under the plan are comparable. The premium shall be paid by the employing school district in the same percent as the percent of employment.

**ARTICLE 6: WORKERS' COMPENSATION**

6.1 An employee injured at his/her work so as to qualify for worker's compensation payments shall receive full pay during the first thirty (30) consecutive calendar days of such disability. Any benefit checks received by the employee from workers' compensation during this period shall be paid to the school district by the employee. Accumulated sick leave benefits will commence at the end of the thirty (30) calendar day disability leave.

6.2 At no time will any employee receive more than 100 per cent of his/her regular pay.

**ARTICLE 7: VACATIONS**

Leave Benefits under paragraphs 7, 8, 9, and 10 below are available for regular (that is, non-temporary) employees who work at least fifteen (15) hours per week. Leave benefits will be available for those that work between fifteen (15) hours and forty (40) hours per week on a pro-rated basis.

7.1 Employees shall begin accruing vacation on their date of hire.

7.2 Upon completion of each month of continuous service, full time employees shall accrue the following vacation time:

		Approx Annual <u>Equivalent</u>
• 1 month to 48 months	0.833 days of vacation	10 days
• 49 months to 108 months	1.25 days of vacation	15 days
• 109 months to 228 months	1.66 days of vacation	20 days
• 229 months and greater	2.08 days of vacation	25 days

7.3 Employees working less than full time shall accrue vacation time on a pro-rated basis.

7.4 Vacation time may be taken only upon prior request and approval of the employee's supervisor. Annual vacation leave is non-accumulative and will be used by the employee's anniversary date, following the year in which vacation was earned. Upon completion of each year of service, employees must use that year's accrued vacation by their next anniversary date. Such approval is at the sole discretion of the Director of Plant and is not grievable.

All vacations are subject to the approval by the Director of Plant. In the event the director limits the number of employees on vacation during the same time period, vacations will be scheduled on the basis of seniority. Vacation time properly requested in writing will be considered automatically approved if the Director of Plant has not denied the request in writing within two (2) weeks of the submission of the request.

When an employee is unable to use their vacation due to their vacation request being denied and the denial would result in the time being lost, the employee shall receive their vacation pay in a lump sum.

7.5 In the event of the death of an employee, his/her accrued vacation time shall be paid to his/her beneficiary or estate.

7.6 All accrued vacation time shall be paid to an employee upon his/her termination, resignation or retirement.

7.7 The School District agrees to display accrued vacation and sick leave as part of the payroll information provided to the employee each payday.

### **ARTICLE 8: PAID HOLIDAYS**

8.1 All service personnel who have successfully completed their probationary period shall also be paid for the following designated holidays during the period from July 1, 2013 through June 30, 2016.

Independence Day	New Years Day
Labor Day	Martin Luther King Day
Veteran’s Day	Presidents’ Day
Thanksgiving and the Day After	Memorial Day
Christmas, and a second day around Christmas	

In addition to the above holidays, Columbus Day shall be a paid holiday in years when Columbus Day is designated by the School District as a school holiday.

Employee’s Birthday: If this day falls on Saturday, Sunday, or another holiday, the employee’s birthday holiday will be taken on a day mutually agreeable to the employee and the Director of Plant.

Above holidays may be changed by mutual agreement before July 1 of each year of this agreement.

8.2 All work performed on a designated holiday shall be at the rate of double time over and above the eight (8) hours pay for the holiday for all time worked.

- 8.3 An employee shall be entitled to the holiday pay referred to in this article only if he/she actually works or is entitled to pay for his/her scheduled workday preceding and following the particular holiday.

Emergency unpaid leave which has had the prior written approval of the Director of Plant shall be counted as time worked for the purpose of holiday pay eligibility.

If the employee is absent due to illness before or after the holiday and is entitled to less than a full day of sick pay, his/her holiday pay shall be prorated, unless medical verification of the illness is presented. In that case, holiday pay will be paid in full.

If the employee is absent due to illness before or after the holiday, and is not entitled to any sick pay, he/she will be eligible for holiday pay if he/she presents written medical verification of his/her illness.

- 8.4 If any of the above paid holidays falls within an eligible employee's scheduled vacation time, such employee will be paid for the holiday and said day will not be deducted from his/her accrued vacation time.

#### **ARTICLE 9: SICK, EMERGENCY AND BEREAVEMENT LEAVE**

- 9.1 Sick Leave: Sick leave with full pay will be granted to all service personnel at the rate of one workday for each one month of service. Credit for each additional accumulated sick leave day will be awarded on the first day of each month. Earned sick leave is computed on a continuous basis and may be accumulated to a maximum of one hundred ten (110) days. The employee shall notify the Director of Plant of his/her inability to work prior to the time set for his/her regularly scheduled working hours. Medical Certification may be required when an employee is absent due to illness for three (3) days or more.

The District office will maintain a record of all credits and debits to the sick leave account of each employee, and will notify employees of their available sick leave semi-annually. These sick leave accounts are available for inspection by the employee.

The employer shall hold (guarantee) an employee's position for a period of up to one year (365 calendar days) while he/she is unable to work due to illness or disability. The foregoing does not supersede employer's rights under Article 17.2.

In the event that an employee's absence for sick leave amounts to four or less per year (July 1 to June 30), the employee shall be credited with two (2) additional vacation leave days.

Employees who take a regular, not early, retirement from the New Hampshire Retirement System, (i.e. to age 60, not early retirement, prior to age 60) with at least fifteen years of service with the district—Hanover or Dresden service combined—can on termination be paid for up to one half of his or her accumulated sick days.

If payment made to a retiring employee, including but not limited to payment for unused sick, leave, or vacation time, would result in the district being subject to the spiking provision, or a similar successor provision, as defined by the NHRS, then the amount of the payment would be reduced so as to stay within the spiking provision maximum.

- 9.2 Personal Days: Each employee shall be eligible for up to four (4) personal days per year. Personal days may accrue to four (4) days, but are non-accumulative from contract year to contract year. Personal days are for the conduct of urgent personal business which could not otherwise be arranged outside of normal working hours. It is understood that service employees shall use personal days only for uncontrollable situations that require employees to be absent from work. It is agreed that personal days are not vacation days. Personal days shall be taken with prior notice to the Director of Plant except in emergency situations.
- 9.3 Bereavement Leave: Service personnel shall be entitled to five (5) paid days per occurrence non-accumulative for attendance at funerals of members of the immediate family. Immediate family, as used in this section, shall mean spouse, parents, grandparents, children, grandchildren, brothers, and sisters of employee and parents and siblings of employee's spouse.
- 9.4 All leave time granted the employee under this article will run concurrently with any leave time the employee may be entitled to under the Family Medical Leave Act (FMLA).
- 9.5 An employee who is inducted into the military service shall be entitled to a leave of absence, without pay, for the duration of such service in accordance with State and Federal law.
- 9.6 At the discretion of the plant director, whose decision shall not be grievable, on days that the school is closed due to severe weather conditions (snow days), employees may be allowed to use either personal or vacation days to take all or part of that time off.

## **ARTICLE 10: MATERNITY LEAVE**

- 10.1 Upon application of the employee, an unpaid maternity leave of absence shall be granted to permanent full-time pregnant employees who have been employed at least one (1) year before said application, said leave to commence at the time recommended by her doctor, and to extend for a period not to exceed six (6) months after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, she shall be deemed to have voluntarily terminated her employment.
- 10.2 Pregnancy is not an illness and cannot be construed as such. Only in such case where the employee is incapacitated by pregnancy and, therefore, not able to perform normal duties is the employee qualified to draw upon accumulated sick leave.

- 10.3 An employee shall not forfeit seniority during this unpaid leave of absence (10.1), and will be eligible for medical insurance coverage at the employee's expense.

### **ARTICLE 11: JURY DUTY**

- 11.1 An employee called as a juror 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 of such service must be submitted to the employee's supervisor.

### **ARTICLE 12: EDUCATION INCENTIVE POLICY**

- 12.1 The following reimbursement policy will apply to employees of the bargaining unit covered by this agreement.

- 12.2 The District agrees to provide reimbursement to employees who complete approved courses or workshops relating to their current responsibilities upon the following standards:

Payment shall be for the cost of the approved course or workshop, but not to exceed \$200.00 per employee within a fiscal year (July 1 to June 30), and not to exceed a total of \$2,000 for all employees within a fiscal year without the specific authorization of the superintendent of schools.

- 12.3 Courses must be approved in advance by the Director of Plant as meeting the requirement that the course is related to the employee's job. To be reimbursed, the individual must show proof of attendance and a passing grade, (if applicable).
- 12.4 Approval for courses will be considered on the basis of relevancy of the course, number of employees applying, and funds available. The total budget for this program shall be up to \$2,000 per year.

### **ARTICLE 13: SAFETY and UNIFORMS**

- 13.1 The Districts shall have the right to make regulations for the safety and health of their employees during their hours of employment. Representatives of the Districts and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations or other safety issues. The Union agrees that its members who are employed by the Districts will comply with the posted Districts' rules and regulations relating to safety, economy, continuity, and efficiency of service to the Districts and the public.
- 13.2 The Districts shall purchase five (5) sets of uniforms for each permanent employee who completes his/her probationary period. Each employee shall wear his/her uniform while

on duty for the school district. Each employee shall keep his/her uniform clean and in good repair. Each employee is responsible for his/her uniform. In August of each year, uniforms for custodians will be replaced as needed, not to exceed five uniforms per year. For maintenance employees, replacement uniforms will not exceed five uniforms per year in each year of the contract. The Districts shall provide T-shirts as a part of the uniform. If an employee resigns or is dismissed, he/she must return all uniforms to the office of the Director of Plant. A joint District/Union committee will decide appropriate uniforms.

- 13.3 The school district will pay up to \$125 per year to each employee for purchase of appropriate work shoes. These shoes shall be specifically approved by the school district and shall be worn at all times when an employee is on duty.
- 13.4 The Union and its members agree to exercise proper care and to be responsible for all District property issued or entrusted to them.

#### **ARTICLE 14: MAINTENANCE OF MEMBERSHIP**

- 14.1 Each employee who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member after that date shall continue his/her membership in the Union during the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing withdraw his/her membership from the Union within ten (10) calendar days of each yearly anniversary date of the contract thereafter.

#### **ARTICLE 15: BULLETIN BOARDS**

- 15.1 The Districts shall provide a bulletin board in each school for the posting of notices of the Districts addressed to the employees and notices of the Union addressed to its members. The Districts shall locate their bulletin boards at convenient places in the schools. No notice shall be posted in or around the Districts' property except on such boards, and then only non-controversial material will be posted, having been signed by the Union President or Secretary.

#### **ARTICLE 16: JOB POSTING**

- 16.1 When the Districts determine a new job or a vacancy is created, the name of the school, the name of the job, the requirements, the shift, job description, and pay grade of the job shall be posted for five (5) workdays in all schools and all employees shall be given five (5) days to apply for said job.
- 16.2 The Districts reserve and shall have the right to make promotions and transfers.
- 16.3 After an award is made of a promotion, the name of the person promoted shall be posted for five (5) working days following said award.

- 16.4 Where qualified, regular full-time employees who are employed by the Districts will be given consideration for promotions. Shift transfers will be made by seniority for qualified employees between the second and third shifts, and the second shifts at different buildings. Shift transfers to the first shift will be made by seniority for qualified employees; subject to the approval of the Superintendent, whose decision is final and not subject to the grievance procedure.
- 16.5 In the event the hours of work are to be changed for one or more positions within a regular shift, the shift description will be posted in accordance with Article 16.1. The job will then be filled in accordance with seniority. In the event no employee bids for such a shift, the least senior employee will be required to accept the transfer.
- 16.6 Employees who are absent during the entire posting period for a promotion shall automatically be placed on the list for consideration for the position(s), provided that such employee may at their discretion have their name removed from the list within five (5) working days of returning to work.

#### **ARTICLE 17: SENIORITY**

- 17.1 An employee who has successfully completed his/her probationary period shall obtain seniority commencing with the hiring date and continue so long as he/she is employed by the Districts.

There shall be two (2) types of seniority:

- (a) District seniority
- (b) Classification seniority

District seniority shall mean the time an employee has continuously been employed in the school districts.

Classification seniority shall mean the length of time an employee has been continuously employed in a particular classification identified as foreman, general maintenance, custodians, electricians, and preventive maintenance technician.

- (a) Classification seniority shall be applied to determine which employees will be laid off in any given classification.
- (b) District seniority shall be applied by employees laid off to displace (bump) less senior employees at time of layoff. District seniority shall be applied to protect an employee at time of layoff from layoff or displacement.
- (c) District seniority shall be applied to determine which employees are eligible to be recalled to work to open positions for which they are qualified.

(d) Employees being recalled from layoff or who have bumping rights must be qualified to perform the work in order to exercise these rights. Qualified permanent employees shall be recalled before new employees are hired.

17.2 In the event it is determined by the school board to reduce the number of employees, the employee(s) with the least classification seniority shall be laid off first in the classification affected.

In the event those employees laid off have more District seniority than other employees not affected by the layoff in other classifications, they may displace the least senior employee in the next lower classification as long as they are qualified to do the work. The displaced employee may also bump according to the above procedure.

Employees moving to a lower classification shall be paid the lower rate of that classification.

Employees moving into another classification as a result of layoff shall be given classification seniority, but for the purpose of the layoff procedure district seniority will apply.

17.3 Upon changing classification, that employee will be considered as the least senior in that classification, regardless of his District seniority. District seniority shall only be applied to that classification at time of layoff.

17.4 Until an employee has served the six (6) month initial probationary period including extension period, if applicable, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

17.5 The employee's present classification seniority as of the effective date of this contract shall be determined by the Districts, based upon his/her present classification and the amount of continuous time he/she has been assigned to this classification.

The classification seniority list shall be subject to review and agreement by the Union.

17.6 An employee shall not forfeit seniority during absences caused by the following:

- (a) Illness resulting in total temporary disability due to his/her work with the Districts certified to by affidavit from worker's compensation carrier;
- (b) Illness not the result of his/her own misconduct resulting in total temporary disability, certified by a physician's affidavit up to a maximum of one (1) year.

17.7 An employee shall lose his/her seniority and be terminated for, but not limited to, the following reasons:

- (a) Any cause of discharge as set forth in Article 20;



- (b) If he/she resigns.

#### **ARTICLE 18: LAYOFFS**

- 18.1 If there is a layoff or any reduction in the work force in the school districts, the person with the least seniority in the classification affected will be laid off first. These laid off employees will be rehired in the reverse order of layoff. The person with most seniority will be hired back first. All employees who have been laid off will be kept on a recall list for a maximum of two (2) years. Refusal to accept a position resulting from layoff or recall from layoff shall result in loss of seniority. The classifications shall be (1) custodian, (2) maintenance, (3) electrician, (4) preventive maintenance technician, and (5) foreman.
- 18.2 A seven (7) workday written notice by certified mail shall be sent to any employee about to be laid off.

#### **ARTICLE 19: TEMPORARY ASSIGNMENTS**

- 19.1 An employee may be temporarily assigned to the work of any position of the same or lower wage scale without change in pay. Upon cessation of such temporary assignments, such employee shall be restored to his/her original position.
- 19.2 When an employee is temporarily assigned to work in a higher wage scale, such employee shall receive the higher rate of that classification for all hours worked in the higher classification.
- 19.3 The supervisor shall make temporary assignments of up to twenty (20) working days. If the assignment is expected to last a total of more than twenty (20) working days, it shall be posted after ten (10) working days.
- 19.4 If a temporary position becomes a permanent promotion for the employee, then the time employed on a plus rate basis on a temporary promotional basis shall be credited towards completion of the probationary period in the position, provided the employee has served on a continuous basis in the promotional position.

#### **ARTICLE 20: DISCIPLINARY PROCEDURES**

- 20.1 All disciplinary actions shall be consistent with the infraction for which disciplinary action is being applied.
- 20.2 All suspensions and discharges must be stated in writing with the reason stated and a copy given to the employee and the Union at the time of suspension or discharge.

- 20.3 Disciplinary actions shall normally follow this order, however, discipline may be taken out of order depending on the severity of the infraction:
- (a) A verbal warning;
  - (b) A written warning;
  - (c) Suspension;
  - (d) Discharge
- 20.4 An employee may be discharged for, but not limited to the following reasons:
- (a) Misconduct during employment;
  - (b) Incompetence or inefficiency;
  - (c) Failure to perform assigned duties;
  - (d) Disobedience of a supervisor;
  - (e) Under the influence of alcohol or an illegal drug while on duty;
  - (f) Failure to observe rules and regulations established by the board and the administration;
  - (g) Conviction of a felony;
  - (h) Incompatibility with other employees;
  - (i) Unauthorized absence from duty;
  - (j) Excessive absenteeism.
- 20.5 No employee shall be disciplined or discharged without just cause.
- 20.6 The District agrees that all notices of suspension or discharge shall be hand delivered or sent by certified mail by the Superintendent or Director of Plant to the affected employee and the Union representative in the Hanover or Dresden school districts.
- 20.7 Any record of disciplinary action that reprimands an employee for prior conduct, work performance or omissions, and warns that further transgressions may result in suspension, demotion or discharge shall be removed from the personnel file or record no later than two years from the date of its insertion, provided that no further disciplinary action has been taken against the employee.

## **ARTICLE 21: GRIEVANCE PROCEDURE**

- 21.1 A grievance for the purpose of this agreement is a complaint against the employer by an employee, employees, or the Union with respect to the meaning and/or application of a provision or provisions of this agreement.
- 21.2 A grievance must be filed by an employee or by the Chapter Chair of Local 1348 within five (5) working days of its occurrence or when the employee, by reasonable diligence, should have known of its occurrence.

Grievance shall be processed in the following manner:

- (a) The matter will be discussed verbally between the aggrieved employee, a Union representative, and the supervisor or the supervisor's designee. If the grievance is not adjusted within three (3) working days of the discussion, the grievance shall be reduced to writing.
  - (b) The grievance may be appealed to the superintendent of schools in writing within seven (7) working days of the discussion, a copy of such grievance to be submitted to the supervisor or the supervisor's designee.
  - (c) If the grievance is not adjusted in (b) within five (5) working days of its submission, the grievance may be appealed in writing to the school board within five (5) working days after the superintendent's written decision.
  - (d) If the school board, or a subcommittee thereof, does not adjust the grievance in (c) within ten (10) working days of its submission to the board, the grievance may be taken to arbitration under the rules of the American Arbitration Association within ten (10) working days following the board's decision. The decision of the arbitrator shall be final and binding and the cost of the arbitrator shall be borne equally by both parties. All decisions involving wages, wage rates, hours worked and not worked, shall be retroactive to the date the grievance was initiated in writing.
- 21.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 21.4 The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement.

## **ARTICLE 22: TERMINATION of CONTRACT**

- 22.1 This agreement shall be effective as of July 1, 2013 through June 30, 2016 provided, however, that either party may terminate same upon giving 60 days written notice of its intention to do so, provided the termination is not prior to one (1) year after agreement signing and this date hereof.
- 22.2 Either party may propose amendments to this agreement provided, however, that they notify the other party in writing with a list of the proposed amendments. Such notice shall be in accordance with the negotiations procedure under RSA 273-A.
- 22.3 Should any article, section, or portion thereof of this agreement be in violation of state law or federal law which has been found to be unlawful by a court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or

portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be signed by their duly authorized officers and representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**FOR THE UNION:**

**FOR THE DRESDEN AND HANOVER  
SCHOOL BOARDS:**

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

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

**APPENDIX A: SERVICE PERSONNEL WAGE SCHEDULE  
For the 2013-14 School Year**

**A. For Staff Hired Prior to July 1, 2010**

	<b>Step</b>	<b>Cust</b>	<b>Maint</b>	<b>Elec</b>	<b>Prev Maint</b>
Hire rate (to 3 months)	1	\$15.63	\$20.03	\$24.30	\$22.03
Probation Rate (3-12 months)	2	\$16.95	\$20.97	\$25.51	\$23.14
One year to two year rate	3	\$18.68	\$22.03	\$26.84	\$24.30
Two year or more rate	4	\$20.97	\$23.14	\$28.12	\$25.54

Foreman: Appropriate hourly rate plus twelve percent (12%) of his/her base rate. Persons selected by the Director of Plant to fill in for a foreman shall receive a twelve percent (12%) wage premium.

Shift Differential: A \$.70 per hour shift differential shall be paid for all hours worked on the second or third shift. It will also be paid to employees normally on second or third shift, but who are working first shift hours during school vacations.

Incentive Pay: Full-time employees shall be entitled to the following wage premiums based upon continuous full-time service to the School District:

(a) Five (5) years or more:	\$0.30	on base pay
(b) Ten (10) years or more:	\$0.40	on base pay
(c) Fifteen (15) years or more:	\$0.50	on base pay
(d) Twenty (20) years or more:	\$0.60	on base pay
(e) Twenty-five (25) years or more:	\$0.70	on base pay
(f) Thirty (30) years or more:	\$0.80	on base pay

	<b>New Empes</b>	<b>Pre- existing Empes</b>
<b>B. For custodians hired after July 1, 2010:</b>		
Zero to twelve months	\$15.91	n/a
One year to two year rate	\$16.70	\$18.68
Two year to three year rate	\$17.50	\$20.97
Three year to five year rate	\$18.29	\$20.97
Six year to ten year rate	\$19.09	\$21.27
Eleven year to fifteen year rate	\$19.88	\$21.37
Sixteen to twenty year rate	\$20.67	\$21.47
Twenty to twenty-five year rate	\$21.46	\$21.57
Twenty-six to thirty year rate	\$22.27	\$21.67
Thirty one or more	\$23.06	\$21.77

Foreman: Appropriate hourly rate plus twelve percent (12%) of his/her base rate. Persons selected by the Director of Plant to fill in for a foreman shall receive a twelve percent (12%) wage premium.

Shift Differential: A \$0.70 per hour shift differential shall be paid for all hours worked on the second or third shift. It will also be paid to employees normally on second or third shift, but who are working first shift hours during school vacations.