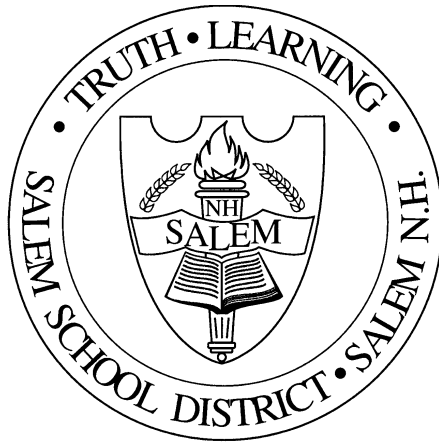


Agreement Between

SALEM SCHOOL BOARD

And The

SALEM SCHOOL CUSTODIAN  
EMPLOYEES ASSOCIATION



**2012-2014**

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## AGREEMENT

This AGREEMENT made and entered into by the Salem School District (hereinafter called the District) and the Salem School Custodian Employees Association, (hereinafter called the Union) representing the permanent and full-time service employees and full-year, part-time service employees of the Salem School District as certified by the Public Employee Labor Relations Board.

## 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 all permanent full time and full-year, part-time service employees of the Salem School District who are on regular active duty for the District and are enrolled on the District payroll.

WHEREAS the Union represents all full time and full-year, part-time service employees for the purpose of bargaining with respect to wages, hours of work and other conditions of employment under the provisions of RSA 273-A.

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 “employees” shall refer to only service personnel working in the District on a full-time permanent basis and on a full-year, part-time basis which includes: custodians, groundskeeper, maintenance employees, maintenance assistant/driver, drivers, and head custodians. All benefits shall be prorated for full-year, part-time service personnel in accordance with their daily assignment except where noted.
- 1.2 The District hereby recognizes that the Union is the sole and exclusive representative of all service employees of the District except the management or supervisory employees of the District and others properly excluded under the provisions of RSA 273-A.
- 1.3 Whenever re-employments are made, or the District hires new employees, they must complete a one hundred eighty (180) day probationary period before attaining rights under the contract.
- 1.4 The Union agrees for itself and its members that they will individually and collectively cooperate and perform loyal efficient work and service, and use their influence and best efforts to promote and advance the interests of the School District and the taxpayers of the Salem School District.
- 1.5 Any dispute concerning 1.1 and/or 1.2 of the article will be resolved under the applicable provisions of RSA 273-A and are not subject to grievance.

## ARTICLE 2

### NEGOTIATION PROCEDURES

- 2.1 The parties shall meet at a mutually convenient time and place and bargain in a good faith effort to reach agreement.
- 2.2 No later than September 8th prior to the expiration of this Agreement, the Association may request to negotiate with the Board in accordance with the procedures in NH RSA 273A.
- 2.3 During negotiations and upon request, the Board will make available pertinent, non-confidential records and information of the School District in the public domain.
- 2.4 Either party may use the services of outside consultants at any time during the negotiations process.
- 2.5 Either party may declare an impasse in accordance with the provisions of RSA 273A.
- 2.6 Any agreement so negotiated shall apply to all members of the Bargaining Unit and shall be reduced to writing, ratified by the Board and a majority of the members of the Association, and signed by both parties.
- 2.7 Any agreement that requires the expenditure of public funds for implementation shall not be binding on the Board until and unless the cost items have been approved at the Annual School District Meeting. The Board and the Association shall endeavor to secure the funds necessary to implement the items agreed upon. The provisions of this Agreement will be effective as of July 1, 2012 and shall continue and remain in force and effect as binding on the parties until June 30, 2014. Cost items for all the years of the agreement will be submitted for approval at the 2012 Annual School District Meeting. Should an annual meeting fail to appropriate all the monies necessary to fund this Agreement in any given year of its term, then and in that event, either party may reopen negotiations on all or part of the entire Agreement, and this Agreement shall be deemed expired at the end of the term for which monies have been appropriated.

## ARTICLE 3

### HOURS OF WORK AND OVERTIME

- 3.1 The normal work week, unless otherwise provided in this agreement, shall be from Monday at 6:00 a.m. through Sunday at 11:59 p.m. and shall consist of five normal work days, with eight consecutive hours work per day at the same times each day as at the signing hereof. It is understood that consecutive work time carried out over two days shall meet the requirements of this provision. Temporary changes (meaning within one year of the contract) in shift starting times, within one hour range on each side from the normal work times, may be made for the purpose of meeting specific situations which cannot be adequately met by the existing schedules, but such changes shall be made only after making a reasonable opportunity for consultation available to the Union, and upon the giving of at least one week's notice to all affected employees. Any changes greater than one hour will be subject to re-opener in any year.
- 3.2 All time worked in excess of forty (40) hours in any one (1) work week shall be paid at the rate of time and one half. All hours for which an employee is paid in one (1) work week (excluding time paid from the sick bank) 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; and they shall make every reasonable effort to report for work when requested to do so during emergencies. Failure to do so may result in disciplinary action.
- 3.3 The parties agree that whenever overtime is required, the work shall be offered on a rotating basis among all available and qualified regular employees by classification by school. In the event the school employees are not available, overtime may be assigned by classification outside of the school.
- 3.4 An hourly employee who has left the normal place of work for their residence and is called back for work without prior notice shall be paid for such time at the rate of time and one-half for a minimum of three (3) hours.
- 3.5 In no event shall duplications or pyramiding of overtime or premium rates be permissible.
- 3.6 Employees required to perform work on Sunday shall be compensated at the rate of one and one-half times their regular rate of pay for such hours of work.
- 3.7 When the District determines there is a need to fill an open shift due to a custodial absence, the District shall allow bargaining unit employees, by classification and by school, to fill an open shift for a maximum of two (2) days. Any additional days that a shift may be open due to an absence may be offered to a substitute duly listed on a custodian substitute list. In the event that substitutes are needed, but not available, a District-wide overtime list will be used, with seniority used as the basis for calling order.

## ARTICLE 4

### WAGE RATES

- 4.1 The wage rates of employees covered by this agreement are set forth in a schedule which shall be made a part of the agreement as Appendix A.
- 4.2 Any wage adjustment must be negotiated with the Salem School Board and SSCEA.
- 4.3 The Salem School board, or its designee(s), reserves the right to define job descriptions and requirements to meet the needs and requirements of the Salem School District. The Board, or its designee(s), normally the Superintendent of Schools or the Director of Maintenance, agree to make a good faith effort to meet with Association representatives to explain proposed changes in job descriptions. If there is a material change in the duties of a job, the wage rates shall become subject to re-negotiation.

## ARTICLE 5

### MEMBERSHIP

- 5.1 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 fourteen (14) calendar days following each yearly anniversary date of the contract thereafter.
- 5.2 An employee shall have the right, upon twenty-four (24) hour notice, to review the contents of their file. An employee shall be entitled to have a representative of the Union accompany him/her during such review.
- 5.3 Upon individually written authorization by an employee approved by the Union President, the District agrees to deduct from each Union member so authorized the current monthly dues as certified to the employer by the Treasurer of the Union, and forward the same to the Union Treasurer. Said deduction 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. The Union shall save the board harmless from any disputes as a result of dues deductions.
- 5.4 It is further agreed that such authorization for deduction of dues shall continue in full force and effect unless the employee withdraws from the Union as stipulated in section 5.1. The Union shall be notified as to all revocations that are filed.
- 5.5 Along with the delivery of the dues to the Treasurer of the Union, the District will also forward a list of all employees who have paid said dues for the month.



ARTICLE 6

PAID HOLIDAYS

- 6.1 All full-time service employees shall be paid at their regular straight time rate of pay for eight (8) hours for the following named holidays:
- Independence Day
  - Labor Day
  - Columbus Day
  - Veteran's Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Day
  - New Year's Day
  - Martin Luther King Day (to be taken day after Christmas unless Federal regulation require Martin Luther King Day or the School Board decides otherwise)
  - Washington's Birthday
  - Fast Day
  - Memorial Day
- Employees working less than 30 hours per week are not eligible for paid holidays.
- 6.2 An employee required to perform work on their observed holiday (see 6.5) shall be paid at the rate of time and one-half over and above the eight (8) hours pay for the observed holiday for all time worked.
- 6.3 An employee shall be entitled to the holiday pay only if he/she actually works the workday preceding or the work day following the particular holiday.
- 6.4 When an employee is entitled to holiday pay and the holiday falls within the regular workweek it shall be counted as hours worked for the purpose of computing overtime. Exception-Paid Holidays: Any time school is in session service personnel shall work and the holidays observed at a future date to be determined by the Superintendent of Schools. In the event a paid holiday occurs when school is in session, the Superintendent of Schools shall survey the employees of the Union for their preference on a make-up day. The Superintendent of Schools will consider the survey information along with the consideration of other employees before establishing the make-up day.
- 6.5 Holiday work schedule: If an employee's shift begins the day preceding and extends into the holiday, then, for purposes of pay, the employee's observed holiday will commence at the beginning of the next shift. (for example, an employee's shift commences at 11:00 P.M. Tuesday, July 3, and she/he works through 7:00 a.m. July 4. The holiday, for pay purposes, begins at 11:00 p.m., July 4, and extends through 7:00 a.m., July 5).

## ARTICLE 7

### LEAVE

- 7.1 The Board recognizes that unforeseen circumstances may require the absence of the employee during the contract year. Full-time employees will be credited with 1.25 days of leave per month for absences for these circumstances. Employees may accumulate days to a maximum of one hundred ten (110) days. Full-year, part-time employees may not accumulate leave days. Each employee will receive a full day's pay for each day of leave used. Parties recognize that leave as described in this Article does not encompass absence which is more appropriately characterized as vacation. Except in the case of illness or emergency, the employee will be required to submit the request for leave to the head custodian or building principal at least (24) hours in advance of the day requested. In the case of illness, employees will notify the supervisor or designee in advance of their scheduled work hours. In emergencies, notice shall be given as soon as possible. In any request for leave, the employee shall affirm, as part of the form, that the requested leave conforms to the permitted use of leave under this section. Medical certificates may be required during the first five (5) days of absence at the District's expense. After five (5) days of absence, medical certification may be required at the employee's expense. Leave days will be awarded to the employee at the end of the month worked.
- 7.2 After 15 consecutive years within the district, and upon retirement or death, the employee, or the heirs, will receive 50% of accumulated leave value to a maximum of \$6,000.
- 7.3 The School Board will establish a sick leave bank to be used by contributing members of the bargaining unit when incapacitated by sickness or injury subject to the following conditions:
- 7.3.a. Participation in the sick leave bank is voluntary. At the beginning of each fiscal year, the District shall deduct one (1) sick or leave day for each member of the bargaining unit unless by July 15<sup>th</sup> any member of the bargaining unit notifies the Central Office on the "District Sick Leave Bank Participation Form" of his/her election not to participate in the sick leave bank. Failure to contribute will eliminate the bargaining unit member's eligibility to use the bank until the next annual enrollment opportunity is provided and the required contribution is made. The exception to this requirement is that a bargaining unit member hired after the beginning of the fiscal year may elect to participate in the bank provided he/she provides written notice to the Superintendent within ten (10) calendar days of his/her first day of employment.
- 7.3.b. The sick leave bank shall be for the use of all participating members of the bargaining unit.
- 7.3.c. The sick leave bank may accumulate up to 110 days. As of July 15<sup>th</sup>, if the total number of contributed sick leave days is less than the total number of the members of the bargaining unit, the District shall notify in writing the President of the Association of the number of additional sick leave days that may be contributed to obtain the maximum number of sick leave bank days. Not later than July 31st, the President of

the Association shall provide signed forms from custodians authorizing additional sick leave days to be contributed to the sick leave bank. Within ten (10) days after July 31st, the Central Office shall provide written notification to the Chair of the Sick Leave Bank Committee of the number of sick leave bank days available for the year and the list of participants.

- 7.3.d. The Union shall recommend to the School Board or its designee payment of sick leave from the sick leave bank by providing a physician's statement pursuant to the requirements of the medical certification form of the Family and Medical Leave Act indicating the nature of the disability or sickness, the first day of sick leave, and the number of sick leave days from the sick leave bank to be awarded. To assure interim payments, the Association must report the required information to the Superintendent of Schools no less frequently than every other Friday.
  - 7.3.e. The only obligation of the School Board in relation to the sick leave bank is to pay out sick leave from the said bank to the employees as requested by the Union.
  - 7.3.f. The Union shall certify the eligibility and the number of days withdrawn from the sick leave bank on request of the School Board.
  - 7.3.g. This section of the article shall not be grievable.
- 7.4 The sick leave bank shall be established and administered as follows:
- 7.4.a. The sick leave bank shall be administered by the Union and the Union will provide the Board a timely copy of the procedures for the use of the sick leave bank and a list of those eligible members no later than July 10th each year.
  - 7.4.b. The Union shall recommend to the board or its designee payment of sick leave from the sick leave bank by providing a physician's statement indicating the nature of the disability or sickness, the first day of sick leave, and the number of sick leave days from the sick leave bank to be awarded. To assure interim payments the Union must report the required information to the Superintendent of Schools no less frequently than every other Friday.
  - 7.4.c. The only obligation of the School Board in relation to the sick leave bank is to pay out sick leave from the said bank to the employees as requested by the Union.
  - 7.4.d. The sick leave bank shall be allowed to accumulate to a maximum of 110 days. After the first year of the agreement the Union may replenish the sick leave bank by deducting no more than one leave day from the employees regular leave.
  - 7.4.e. This section of the Article shall not be grievable.
  - 7.4.f. If at any time a comparable long-term disability plan is added as a benefit for the District's employees, then the availability of a sick bank will cease to exist.

7.5 The Salem School District will pay an attendance stipend (based on the Salem School District fiscal year of July 1 to June 30) for perfect or near perfect attendance to full-time employees as follows:

0 days absent	\$850
1 day absent	\$425
2 days absent	\$200

Employees working less than 30 hours are not eligible for the attendance stipend.

Such payment will be made no later than July 31 following the end of the previous fiscal year in which the stipend was earned. Paid vacation and paid bereavement days are the only allowable absences for this section. For purposes of this paragraph, leave days and absences equal a full or partial day.

7.6 If the District has a documented pattern of absenteeism, which indicates alleged abuse of leave (whether paid or unpaid), the employee may be subject to disciplinary action as referenced in Article 14.4.

## ARTICLE 8

### OTHER LEAVE

- 8.1 Bereavement Leave of up to five (5) scheduled working days with pay shall be granted an employee in the event of the death of his/her: spouse, child, father, mother, brother, sister, stepfather, stepmother, relative or ward residing in the household, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren.
- 8.2 An employee may use up to five (5) days each year for critical illness to a member of the immediate family. The immediate family means: spouse, child, father, mother, brother, sister, stepfather, stepmother, relative or ward residing in the household, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren.
- 8.3 Critical illness may be used without deduction of accumulated sick leave and at full salary.
- 8.4 Critical illness is construed to mean that patient's life is in danger, and possibility of death is near. Certification of the critical nature of the illness by a physician may be requested. Probationary and temporary employees are ineligible for this leave.
- 8.5 To attend NEA, NH Executive Board meetings without loss of pay, the total number of sessions available to the Union shall be limited to a maximum of eight (8) per contract year. Request for attendance shall be received by the superintendent for approval at least one work week prior to the date requested.

## ARTICLE 9

### VACATIONS

- 9.1 The school District will provide vacations with pay for regular, full-time employees based on the employee's continuous months of service from date of employment. Employees working less than 30 hours per week are not eligible for vacation.
- 9.2 Vacation time will be earned and accumulated at a monthly rate.
- 9.3 The monthly rate of accumulation begins from the date of employment through year six, at the rate of 0.833 days per month; at year seven through year ten, at the rate of 1.250 days per month; at year eleven through year twenty, 1.660 days per month; and more than twenty years, at 2.083 days per month. Employees hired on or after July 1, 1999 will not be eligible for the 20 year, 2.083 days per month accrual.
- 9.4 Vacation time may be used at the accumulated rate after it is earned, except as noted in 9.5 below.
- 9.5 All employees in their first year of employment must take all vacation which has been accrued as of July 1<sup>st</sup> between July 1<sup>st</sup> and the day before school begins. All other employees, i.e. those not in their first year of employment, shall take their vacation within 12 months after July 1. There shall be a sign-up sheet wherein the employee may designate his/her choice of vacation period and the Superintendent of Schools, or designee, shall prepare the vacation schedule. Vacation will be taken at the discretion of the Superintendent of Schools or a designee.
- 9.6 Vacation pay is equal to the regular straight time rate of pay for the number of hours normally included in a workweek, exclusive of overtime. If a holiday falls during the vacation of a regular employee an additional day will be added.
- 9.7 Employees who resign after giving notice, are dismissed, or laid off shall be paid earned vacation credits at the time of termination. Probationary employees are excluded from 9.7
- 9.8 Vacation days will be paid in full to beneficiary at death or to employee at retirement or termination.
- 9.9 Vacation checks will be paid in separate checks prior to the employee leaving for vacation only if payroll has received a written request no later than the previous payroll.
- 9.10 In the case of broken service only vacation time earned since the last employment shall accrue to the employee. Employees on Leave of Absence without pay, or sick leave without pay, shall forfeit vacation credits for the length of absence for such reasons.

## ARTICLE 10

### MATERNITY LEAVE

- 10.1 An unpaid leave may be requested by an employee to care for the employee's child upon birth; care for the employee's child upon adoption or foster care; an employee's parent, spouse, or child with a serious health condition; or, when an employee is unable to work because of a serious health condition.

Family Medical Leave Act (FMLA) provides eligible employees with up to twelve weeks in any twelve month period of unpaid, job-protected leave for the above mentioned reasons. The District and Employee shall follow the guidelines of the Family Medical Leave Act of 1993.

For purposes of this Article, "eligible" is defined as an employee working 1,070 or more hours per year, and has been employed by the District for the twelve months prior to the request for leave.

All requests for unpaid leave shall be submitted to the Superintendent for approval. Requests for leave for the above purposes by employees not eligible for FMLA leave and requests for leave for any other purpose shall be granted at the discretion of the Superintendent.

## 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. When court is not in session the employee is expected to work.
- 11.2 Time spent in jury duty shall be counted as time worked, but in no way will this time be paid over eight (8) hours daily or forty (40) hours weekly.



## ARTICLE 12

### WORKER'S COMPENSATION

- 12.1 The purpose of Worker's Compensation Insurance purchased by the District is to provide an employee the opportunity to receive their regular salary on those occasions when an absence occurs because of a work related injury and the claim is accepted by the insurance carrier. It is not intended that an employee will receive more than the regular salary.
- 12.2 When a claim is accepted by Worker's Compensation Insurance an employee will receive a set portion of wages as determined by the insurance carrier. There are two (2) options available to an employee:
  - 12.2.a. An employee may elect to receive the difference between the Worker's Compensation payment and the regular salary as a school district employee. In the event the employee chooses to receive the differential one-half (1/2) day sick leave will be charged for each day absent.
  - 12.2.b. An employee may elect not to receive the differential between Worker's Compensation payment and the regular salary in which instance no absence will be charged to sick leave.
- 12.3 Upon notice from the Worker's Compensation Insurance carrier of the benefits to be paid, the employee shall advise the District payroll clerk which option they have chosen.
- 12.4 The differential between Worker's Compensation and the regular salary shall cease when the employee's cumulative sick leave is exhausted.
- 12.5 An employee absent from work due to work-related injury may be terminated after the Worker's Compensation benefits have been exhausted, or after one year of continuous absence, whichever occurs first.
- 12.6 In order to verify the Worker's Compensation payment the School District will be advised by the insurance carrier of all non-medical payments to the employee. Based on the option chosen above, the payroll clerk shall make the appropriate adjustments in the district payments and sick leave records.

## ARTICLE 13

### NEW POSITIONS, VACANCIES AND TRANSFERS

- 13.1 When the District determines a new job or vacancy is created in the Bargaining Unit, the name of the school, the name of the job, whether the job is temporary or permanent, the requirements and pay grade of the job shall be posted in all schools for five (5) working days.
- 13.2 When a vacancy occurs or a new job or position is established for a full-time service employee in the Salem School District, then, in that event, the employee may apply for these positions..
- 13.3 All applications from within and without the system will be considered. The criteria for selection will include an assessment of the applicant's ability to meet the requirements of the job description for the position, and a review of qualifications, experience, and performance. If the selection is made from within and all factors are equal in the judgment of the Superintendent of Schools or a designee, seniority will be the determining factor.
- 13.4 Providing funds are available, the District shall fill the above mentioned vacancies or positions within forty-five (45) days of posting.
- 13.5 The name of the individual awarded the position will be posted after the selection has been made.

## ARTICLE 14

### DISCIPLINARY PROCEDURES

- 14.1 It is recognized that school employees serve the public and they are expected to follow the rules and regulations of work performance and personal conduct, to work well with their fellows, and to do things that contribute to good job performance and reaching the goals for the district. When behavior departs from the standards set by the district the need for disciplinary action arises.
- 14.2 All disciplinary actions shall be consistent with the infraction for which disciplinary action is being applied.
- 14.3 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.
- 14.4 Disciplinary actions shall normally follow this order. However, discipline may be taken out of order depending on the severity of the infraction.
- Verbal Warning
  - Written Warning
  - Suspension Without Pay
  - Discharge
- 14.5 An employee may be suspended or discharged for, but not limited to the following reasons:
- Misconduct During Employment;
  - Incompetency Or Inefficiency;
  - Failure to Perform Assigned Duties;
  - Disobedience Of A Supervisor;
  - Intoxication While On Duty;
  - Failure To Observe Rules And Regulations Established  
By the School Board and/or The Administration;
  - Conviction Of A Felony;
  - Incompatibility With Other Employees;
  - Unauthorized Absence From Duty.
- 14.6 No employee shall be disciplined or discharged without a just cause.
- 14.7 The personnel record of any employee will be cleared of written reprimands after a period of one (1) year from the date of the reprimand, provided there are no similar infractions committed during the intervening period. The personnel record of an employee will be cleared of suspension notices after a period of three (3) years from the date of suspension, provided there are no similar infractions committed during the intervening period.

## ARTICLE 15

### GRIEVANCE PROCEDURE

15.1 A grievance, for the purpose of this agreement, is a complaint against the employer by any employee or group of employees, or by the Union in cases impacting upon all employees or only upon the Union, with respect to an alleged misapplication or misinterpretation of a provision of this agreement. . The Union shall have final authority to decide whether to pursue grievance filed with it.

15.2 A grievance must be filed within eight (8) working days of its occurrence or when the employees, by reasonable diligence, should have known of its occurrence.

15.3 A grievance shall be processed in the following manner:

15.3.a Level One-Director of Maintenance (or designee)

(1) The Employee may first discuss an alleged grievance with the Director of Maintenance, with the objective of resolving the matter informally; and failing to reach agreement, proceed to (2),

OR

(2) The Union may present the grievance in writing to the Director of Maintenance on the appropriate form.

15.3.b Level Two - Superintendent (or a designee)

If the grievance is not resolved to the Union satisfaction, or if no decision has been rendered within five (5) work days by the Director of Maintenance, the Union may appeal to the Superintendent in writing within five (5) work days. The Superintendent shall arrange for a meeting to take place within (5) work days of receipt of the appeal.

Upon conclusion of the meeting, the Superintendent shall render a written decision to the Union and to the administrator involved at the previous step of the grievance procedure. If the grievance is not resolved to the Union's satisfaction, or if no decision has been rendered by the Superintendent within five (5) workdays, the Union may seek remedy under Level Three.

15.3.c Level Three - The Salem School Board:

The Union may request, and shall be granted, a review by the Salem School Board, or committee thereof ("Board"). Such requests must be made within five (5) work days after receipt of the Superintendent's decision (or no decision), and shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board within five (5) work days.

The Board shall review the grievance and shall hold a meeting with the Union. Within twenty (20) work days of the receipt of the appeal, the Board shall render a decision in writing and the reasons thereof, and forward copies of the decision to the Union and to the administrator involved at the previous steps of the grievance procedure.

15.3.d Level Four - Arbitration:

- (1) If the decision of the Board does not resolve the grievance to the satisfaction of the union, or if no decision is rendered within twenty (20) days of the receipt of the grievance, the Union shall notify the Board, in writing, within twenty (20) work days of its decision to arbitrate the grievance. The parties will then initiate a request for arbitration to The Public Employee Labor Relations Board (“PELRB”). The PELRB will submit a list of qualified arbitrators for selection by the Board and Union (“Parties”), in accordance with PELRB rules and procedures prescribed by it for making such designation.
- (2) Neither the Board nor the Union will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.
- (3) The decision of the arbitrator shall be advisory only; but should the District refuse to fully abide by an arbitration award, then the parties agree to reopen negotiations limited to the issue of binding arbitration only.
- (4) The Board and the Union shall receive copies of the arbitrator’s report.
- (5) The fees and expenses of the arbitrator will be shared equally by the Board and the Union.
- (6) Any of the time limits under this Article may be extended by mutual agreement.

15.3.e Rights of Employees to Representation:

An employee may be represented at all stages of the grievance procedure by themselves, or after Level (a)(1), at their option, may also have a staff representative of the Union present to represent them.

- 15.4 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be a waiver of further appeal of the decision and acceptance of the decision rendered at that level.

## ARTICLE 16

### SENIORITY

- 16.1 An employee who has successfully completed his/her probationary period shall obtain district seniority commencing with the hiring date and continuing so long as he/she is employed by the district. The employee will also obtain job classification seniority which is defined as the length of time he/she has continually served his/her classification. Seniority for full-year, part-time employees will be pro-rated based on their daily assignment.
- 16.2 An employee shall not forfeit any seniority during absences caused by the following:
- 16.2.a. Illness resulting in total/temporary disability due to his/her work with the District certified to by affidavit from Worker's Compensation carrier.
  - 16.2.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 year.
  - 16.2.c. While on active duty with the Armed Forces
- 16.3 An employee shall lose his/her seniority and be terminated for, but not limited to, the following reasons:
- Any cause of discharge as set forth in Article 14.
  - If he/she resigns.

## ARTICLE 17

### LAYOFFS

- 17.1 If there is a layoff or any reduction in the work force in the Salem School District, the person with the least classification seniority in the classification affected will be laid off first. These laid-off employees will be rehired in the reverse order of layoff by classification seniority. All employees who have been laid off will be kept on a recall list for a maximum of one (1) year. Refusal to accept a position upon recall from layoff shall result in loss of seniority and after two (2) refusals the name shall be removed from the recall list.
  
- 17.2 In the event the person laid off has more district seniority than an employee in another classification and they meet the job specifications and are qualified to do the work, they may “bump” or displace that least senior person. The pay rate shall be the rate of the new position. An individual may be allowed only one “bump” each year.

## ARTICLE 18

### SAFETY/UNIFORMS

- 18.1 The District shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the District and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members who are employed by the District will comply with the District's rules and regulations relating to safety, economy, continuity, and efficiency of service to the District and the public.
- 18.2 The District will provide up to eleven (11) shirts and seven (7) pairs of pants.
- 18.3 All employees shall be required to report for work in the prescribed uniform and to wear the uniform during work. A procedure to collect, clean and distribute uniforms will be established by the District.
- 18.4 All employees will be provided a four-season coat. One coat will be purchased per employee every three years. Said coat is to be worn on the job during inclement weather and becomes the property of the employee.
- 18.5 The Union and its members agree to exercise proper care and to be responsible for all District property issued or entrusted to them.



## ARTICLE 19

### BULLETIN BOARDS

- 19.1 The District shall provide a bulletin board in each school for the posting of notices for the District and notices of the Union addressed to its members. The bulletin boards shall be located in a convenient place in each of the schools. No Union notice shall be posted in or around the District except on such boards, unless approved by the Superintendent as being suitable for posting elsewhere.

## ARTICLE 20

### TEMPORARY ASSIGNMENTS

- 20.1 An employee may be temporarily assigned to work of any position of the same or lower class grade without change in pay. Upon cessation of such temporary assignments, such employee shall be restored to his/her original position.
- 20.2 When an employee is temporarily assigned to work in a higher classification for more than one work day they will be paid at the rate of the higher classification for those hours in that position beginning with the first day.
- 20.3 For temporary vacancies of ten (10) work days or less, every reasonable effort will be made by the District to rotate temporary assignments among those employees who volunteer and who are qualified. For temporary vacancies expected to last more than ten (10) work days, the procedures contained in Article 13, "Job Posting" will be followed.
- 20.4 Temporary assignment as Salem High School Custodial Supervisor: In the event the Salem High School Custodial Supervisor is absent, at the option of the District, the High School Maintenance employee may be temporarily assigned to the position. Another member of the bargaining unit may be assigned if, in the judgment of the District, the temporary assignment warrants different personnel. The rate differential for the temporary assignment will be one dollar (\$1.00) per hour. Further, in the event the absence exceeds five (5) working days, the District will make every effort to secure a substitute. The District may at its option extend the temporary assignment for a specific period of time.

## ARTICLE 21

### CONTINUOUS TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

- 21.1 When a position of higher classification becomes vacant and such vacancy is expected to be of duration in excess of thirty (30) days if an employee shall temporarily be promoted to the higher classification, and the temporary promotion becomes permanent for the employee, then the time employed on a temporary basis shall be credited towards completion of the probationary period in the position, provided the employee has served satisfactorily and on a continuous basis in the promotional position.

## ARTICLE 22

### INSURANCE BENEFITS

- 22.1 Health Insurance:
- 22.1.a The Board shall offer full-time employees a variety of health plans, including, but not limited to the following: BlueChoice 3-tier, Blue Choice 2-tier, and Matthew Thornton Blue. Employees working less than 30 hours per week are not eligible for health insurance.
- 22.1b The Board agrees to pay toward the premium of a health plan offered in Section 24.1.a, an amount equal to the amount provided members of the SEA.
- 22.2 Dental Insurance:
- 22.2.a The Board agrees to pay eighty percent (80%) of the cost for the single, two-person, or family membership in the dental plans for full-time employees. The employee is responsible for the remaining twenty percent (20%) of the premium. Employees working less than 30 hours per week are not eligible for dental insurance.
- 22.3 Optical Insurance:
- 22.3a Should optical insurance become a separate and distinct benefit, the Salem School District will provide vision coverage for employees and pay eighty percent (80%) of the premium. The employee is responsible for the remaining twenty percent (20%) of the premium.
- 22.4 Health and Dental insurance coverage for employees on approved leaves of absence may continue at Salem School District rates and at the employee's entire expense.
- 22.5 All employees working 20 or more hours per week in active service are eligible to receive a thirty thousand dollar (\$30,000) term life insurance. The School Board shall choose the carrier.
- 22.6 The District retains the right to change insurance carriers provided the benefits to the participants are not decreased.
- 22.7 Physical examinations, except for Article 7, required by the District after an employee has completed his/her probationary period, shall be paid at the District's expense. The District reserves the right to name the physician and to establish the type of physical examination.
- 22.8 All Employees shall indicate, on a form provided by the School District, their preference for insurance coverage. The signed form shall remain on file until termination or retirement. Changes may be made as allowed by the insurance contract.

## ARTICLE 23

### JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

- 23.1 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.
- 23.2 The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretion and authority 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 and authorities.

## ARTICLE 24

### SAVINGS CLAUSE

- 24.1 If any provision of this agreement or any application of this agreement to any employee or groups of employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such instance the parties shall meet within thirty (30) days of such legal determination, for the purpose of adjusting the article affected so that it will be in accordance with the law.

## ARTICLE 25

### COURSE REIMBURSEMENT

- 25.1 Eligible employees may be reimbursed only for courses which the Superintendent determines are directly related to the employee's present job.
- 25.2 Eligible employees who want course reimbursement must have written prior approval of the Superintendent before enrollment.
- 25.3 Such approval will not be granted without a positive recommendation by the employee's supervisor.
- 25.4 The total pool (total amount of reimbursements available for all employees) shall not exceed one thousand dollars (\$1,000) per year.

ARTICLE 26

TERMINATION

- 26.1 The agreement shall be effective as of July 1, 2012 through June, 30, 2014 as provided and shall continue from year to year there after unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least one hundred and twenty (120) calendar days prior to the date of expiration.
- 26.2 This agreement shall remain in full force and effect until such changes and revisions have been subject to negotiation.

IN WITNESS WHEREOF, the parties have caused these present to be signed by their duly authorized officers and representatives, on this 10<sup>th</sup> day of April, 2012.

For SSCEA:

BY: B. Broussard  
BY: J. Broussard  
BY: Cathy Delaney  
BY: \_\_\_\_\_  
BY: \_\_\_\_\_

For the Salem School Board:

BY: James Berry  
BY: Patricia Collier  
BY: Patricia Collier  
BY: Patricia Collier  
BY: Patricia Collier



APPENDIX A

SALEM SCHOOL CUSTODIAN EMPLOYEES ASSOCIATION  
WAGE SCHEDULE

<u>POSITION</u>	<u>LOCATION</u>	<u>Current 2011-2012</u>	<u>2012- 2013 (1.95%)</u>	<u>2013- 2014 (1.95%)</u>
Head Custodian	Woodbury	\$15.81	\$16.12	\$16.43
	Elementary	\$15.41	\$15.71	\$16.02
Custodian		\$14.19	\$14.47	\$14.75
Groundskeeper		\$15.41	\$15.71	\$16.02
Driver/Maintenance		\$15.41	\$15.71	\$16.02
Boiler Maintenance	District	\$16.68	\$17.01	\$17.34
Maintenance	Salem High School	\$15.68	\$15.99	\$16.30

**SHIFT DIFFERENTIAL**

Shift Differential	Second	\$0.27	\$0.27	\$0.27
	Third	\$0.37	\$0.37	\$0.37

**LONGEVITY**

Longevity	After 12 years	\$375	\$375	\$375
	After 20 years	\$425	\$425	\$425

**MILEAGE**

When employees are pre-authorized to use their personal vehicles for school business, they shall be reimbursed at the current IRS mileage rate.

APPENDIX B

AUTHORIZATION FOR DUES DEDUCTION

Effective \_\_\_\_\_, I hereby request and authorize the Salem School District to deduct Union Dues from my earnings on an annual basis in bi-weekly installments in an amount equal to the Union dues as set by the membership in accordance with the provisions of the SALEM SCHOOL CUSTODIAN EMPLOYEES ASSOCIATION. This amount shall be paid to the Secretary –Treasurer of the Union.

AGREED:

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX C  
SALEM SCHOOL DISTRICT  
SALEM SCHOOL CUSTODIAN EMPLOYEES ASSOCIATION

GRIEVANCE RECORD  
(For use at Steps or Levels)

Grievance # \_\_\_\_\_ Step #/Level \_\_\_\_\_

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Date of alleged violation or misapplication: \_\_\_\_\_

Article of the agreement allegedly violated: \_\_\_\_\_

Statement of the grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nature and extent of the injury or loss involved: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature- Association Representative present)

\_\_\_\_\_  
(Signature – Grievant)

Disposition by (circle one):    Principal    Food Serv. Dir.    Maint. Dir.    Superintendent

Date answered: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Principal/Food Serv. Dir./Maint. Dir./Superintendent)

Grievance settled on the basis of the response (if so, sign below):

Grievant: \_\_\_\_\_