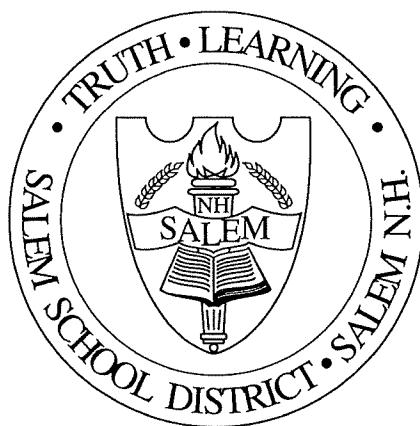


Agreement Between

SALEM SCHOOL BOARD

And The

SALEM SCHOOL CUSTODIAN
EMPLOYEES ASSOCIATION



2022-2025

TABLE OF CONTENTS

Agreement	1
Witnesseth	1
Article 1	Recognition2
Article 2	Negotiation Procedures3
Article 3	Hours of Work and Overtime4
Article 4	Wage Rates6
Article 5	Membership7
Article 6	Paid Holidays8
Article 7	Leave9
Article 8	Other Leave12
Article 9	Vacations13
Article 10	Unpaid Leave15
Article 11	Jury Duty16
Article 12	Worker's Compensation17
Article 13	New Positions, Vacancies and Transfers18
Article 14	Evaluations19
Article 15	Disciplinary Procedures20
Article 16	Grievance Procedure21
Article 17	Seniority23
Article 18	Layoffs24
Article 19	Safety/Uniforms25
Article 20	Bulletin Boards26
Article 21	Temporary Assignments27
Article 22	Continuous Temporary Assignment to Higher Classification28
Article 23	Insurance Benefits29
Article 24	Jurisdiction and Authority of the School Board31
Article 25	Savings Clause32
Article 26	Course Reimbursement33
Article 27	Termination34
Appendix A	Wage Scale
Appendix B	Authorization for Dues Deduction
Appendix C	Grievance Record

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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:

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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 pro-rated 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. Insurance benefits take effect on the first available entry date for the plan after the date of hire. All other contractual benefits, where applicable, shall take effect from the date of hire, except that the provisions of Article 15 Disciplinary Procedures, and the right to grieve all issues under Article 15, shall not apply during the probationary period.
- 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.

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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, 2022 and shall continue and remain in force and effect as binding on the parties until June 30, 2025. Cost items for all the years of the agreement will be submitted for approval at the 2022 Annual School District Meeting (i.e. the Agreement will be Sanbornized).

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 five (5) 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, the Head Custodian or Director of Maintenance may offer the open position to another bargaining unit employee within the district who will best suit the needs of the vacancy. The head custodian will

1 offer overtime to the employees in their building first. If nobody accepts the overtime shift,
2 the Director of Maintenance shall assign an employee to cover the vacancy.
3

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, will post job descriptions of Association members annually between July 1 and September 1. If a job description is subsequently changed, the Board or its designee will post the updated job description and notify the association president not less than ten (10) days prior to the effective date.

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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 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. 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.

1 ARTICLE 6

2
3 PAID HOLIDAYS

4
5 6.1 All full-time service employees shall be paid at their regular straight time rate of pay for
6 eight (8) hours for the following named holidays:

7 Independence Day

8 Labor Day

9 Columbus Day

10 Veteran's Day

11 Thanksgiving Day

12 Day after Thanksgiving

13 Christmas Day

14 New Year's Day

15 Martin Luther King Day (to be taken day after Christmas unless Federal regulation require

16 Martin Luther King Day or the School Board decides otherwise)

17 Washington's Birthday

18 Fast Day

19 Memorial Day

20 Employees working less than 30 hours per week are not eligible for paid holidays.

21
22 6.2 An employee required to perform work on their observed holiday (see 6.5) shall be paid at
23 the rate of time and one-half over and above the eight (8) hours pay for the observed holiday
24 for all time worked.

25
26 6.3 An employee shall be entitled to the holiday pay only if he/she actually works the workday
27 preceding or the work day following the particular holiday.

28
29 6.4 When an employee is entitled to holiday pay and the holiday falls within the regular
30 workweek it shall be counted as hours worked for the purpose of computing overtime.
31 Exception-Paid Holidays: Any time school is in session service personnel shall work and
32 the holidays observed at a future date to be determined by the Superintendent of Schools.
33 In the event a paid holiday occurs when school is in session, the Superintendent of Schools
34 shall survey the employees of the Union for their preference on a make-up day. The
35 Superintendent of Schools will consider the survey information along with the
36 consideration of other employees before establishing the make-up day.

37
38 6.5 Holiday work schedule: If an employee's shift begins the day preceding and extends into
39 the holiday, then, for purposes of pay, the employee's observed holiday will commence at
40 the beginning of the next shift. (for example, an employee's shift commences at 11:00
41 P.M. Tuesday, July 3, and she/he works through 7:00 a.m. July 4. The holiday, for pay
42 purposes, begins at 11:00 p.m., July 4, and extends through 7:00 a.m., July 5).

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ARTICLE 7

LEAVE

7.1 The Board recognizes that unforeseen circumstances may require the absence of the employee during the contract year. Employees will be credited with 1.25 days of leave per month for absences for these circumstances. Full-time 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 Director of Maintenance 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 sick leave bank shall be established and administered as follows:

7.3.a. The board shall make no contributions to the Sick Leave Bank.

7.3.b. The sick leave bank will be administered by S.S.C.E.A and they will provide the Board a copy of the procedures for the use of the sick bank within thirty (30) days of the date of the approval of the contract. These procedures will be kept current by S.S.C.E.A and changes thereto reported to the Board within ten (10) working days.

7.3.c. S.S.C.E.A will recommend to the board or, its designee, payment of sick leave from sick leave bank by providing a physician's statement indicating the nature of the disability or illness, the day when sick leave will be effective, and the number of days of sick leave awarded from the bank.

7.3.d. In the event the employee does not use all of the days awarded, S.S.C.E.A. must notify the Board, or its designee, the exact number of days used by the employee within ten (10) working days of the last day in which sick leave was utilized by that employee.

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 S.S.C.E.A.

1 7.3.f. The sick bank will be allowed to accumulate to a maximum of one hundred ten
2 (110) days. S.S.C.E.A. may replenish the bank by requesting that a leave day from
3 each employee be deducted and added to the bank. S.S.C.E.A, must furnish a
4 written authorization to the Board or its designee delineating the name of the
5 employee(s) from whom a day is to be deducted and it must insure that said
6 employee(s) have a sick day accrued before requesting the deduction.
7

8 7.3.g. This section dealing with the sick leave bank is non-grievable.
9

10 7.4 The sick leave bank shall be established and administered as follows:
11

12 7.4.a. The sick leave bank shall be administered by the Union and the Union will provide
13 the Board a timely copy of the procedures for the use of the sick leave bank and a
14 list of those eligible members no later than July 10th each year.
15

16 7.4.b The Union shall recommend to the board or its designee payment of sick leave from
17 the sick leave bank by providing a physician's statement indicating the nature of
18 the disability or sickness, the first day of sick leave, and the number of sick leave
19 days from the sick leave bank to be awarded. To assure interim payments the Union
20 must report the required information to the Superintendent of Schools no less
21 frequently than every other Friday.
22

23 7.4.c The only obligation of the School Board in relation to the sick leave bank is to pay
24 out sick leave from the said bank to the employees as requested by the Union.
25

26 7.4.d The sick leave bank shall be allowed to accumulate to a maximum of 110 days.
27 After the first year of the agreement the Union may replenish the sick leave bank
28 by deducting no more than one leave day from the employee's regular leave.
29

30 7.4.e This section of the Article shall not be grievable.
31

32 7.4.f If at any time a comparable long-term disability plan is added as a benefit for the
33 District's employees, then the availability of a sick bank will cease to exist.
34

35 7.5 The Salem School District will pay an attendance stipend (based on the Salem School
36 District fiscal year of July 1 to June 30) for perfect or near perfect attendance to full-time
37 employees as follows:
38

39	0 days absent	\$850
40	1 day absent	\$425
41	2 days absent	\$200

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43 In the event of a building closure, an employee will be temporarily re-assigned to another
44 location.
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46 Employees working less than 30 hours are not eligible for the attendance stipend.
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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

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5 8.1 Bereavement Leave of up to five (5) scheduled working days with pay shall be granted an
6 employee in the event of the death of his/her: spouse, child, father, mother, brother, sister,
7 stepfather, stepmother, relative or ward residing in the household, father-in-law, mother-
8 in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents,
9 grandchildren.

10
11 8.2 An employee may use up to five (5) days each year for critical illness to a member of the
12 immediate family. The immediate family means: spouse, child, father, mother, brother,
13 sister, stepfather, stepmother, relative or ward residing in the household, father-in-law,
14 mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, or
15 grandchildren.

16
17 8.3 Critical illness may be used without deduction of accumulated sick leave and at full salary.

18
19 8.4 Critical illness is construed to mean that patient's life is in danger, and possibility of death
20 is near. Certification of the critical nature of the illness by a physician may be requested.
21 Probationary and temporary employees are ineligible for this leave.

22
23 8.5 To attend NEA, NH Executive Board meetings without loss of pay, the total number of
24 sessions available to the Union shall be limited to a maximum of eight (8) per contract
25 year. Request for attendance shall be received by the superintendent for approval at least
26 one work week prior to the date requested.
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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 Accrued vacation must be used during the fiscal year July 1 to June 30. Thereafter, vacation days accrue at the rate as defined above per month. For all employees, days not used during the fiscal year following the year in which they were accumulated will be forfeited as of August 15th.¹Written requests for vacations of more than two (2) days shall be submitted to the superintendent or a designee at least one (1) week prior to the intended vacation. Requests of up two (2) or fewer days shall be made to the superintendent or a designee, either in writing or verbally, at least twenty-four (24) hours in advance. Vacations will be taken at the discretion of the superintendent or a designee. In the event that an employee is refused vacation time, due to an emergency, the Superintendent will have the discretion to pay vacation time that would otherwise be forfeited on August 15th.

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.

¹ Example: Custodian A is in eighth year and accrues at a rate of 1.25 days per month. At June 30th, custodian has 20 days. If custodian does not use the extra five days prior to 8/15, they will be forfeited and the custodian will return to the 15 days from the prior fiscal year, plus the accrual for July and August.

1 9.10 In the case of broken service only vacation time earned since the last employment shall
2 accrue to the employee. Employees on Leave of Absence without pay, or sick leave
3 without pay, shall forfeit vacation credits for the length of absence for such reasons.
4

ARTICLE 10

UNPAID 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 1,250 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

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5 11.1 An employee called as a Juror will be paid the difference between the fee received for such
6 service and the amount of straight-time earnings lost by reason of such service.
7 Satisfactory evidence of such service must be submitted to the employee's supervisor.
8 When court is not in session the employee is expected to work.
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10 11.2 Time spent in jury duty shall be counted as time worked, but in no way will this time be
11 paid over eight (8) hours daily or forty (40) hours weekly.
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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

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5 13.1 When the District determines a new job or vacancy is created in the Bargaining Unit, the
6 name of the school, the name of the job, whether the job is temporary or permanent, the
7 requirements and pay grade of the job shall be posted in all schools for five (5) working
8 days.
9
- 10 13.2 When a vacancy occurs or a new job or position is established for a full-time service
11 employee in the Salem School District, then, in that event, the employee may apply for
12 these positions.
13
- 14 13.3 All applications from within and without the system will be considered. The criteria for
15 selection will include an assessment of the applicant's ability to meet the requirements of
16 the job description for the position, and a review of qualifications, experience, and
17 performance. Additional criteria for internal applications will be an overall performance
18 evaluation rating of a "3" or better on previous year's evaluation and no current disciplinary
19 actions in their personnel file. If the selection is made from within and all factors are equal
20 in the judgment of the Superintendent of Schools or a designee, seniority will be the
21 determining factor.
22
- 23 13.4 Providing funds are available, the District shall fill the above mentioned vacancies or
24 positions within forty-five (45) days of posting.
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- 26 13.5 The name of the individual awarded the position will be posted after the selection has been
27 made.
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ARTICLE 14

EVALUATIONS

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5 14.1 All employees shall receive a formal evaluation report by the Director of Maintenance in
6 concert with the school principal or designee at least once each year. Formal evaluation
7 reports shall be presented to the employee by the author(s) of the report. A conference
8 between the evaluator and the employee shall follow within five (5) working days
9 following the presentation of the evaluation to the employee. Employees shall not be
10 forced to sign a blank or incomplete evaluation form. The completed evaluation report
11 shall be signed by the evaluator and the employee and become a part of the personnel
12 record. No changes will be made to a completed evaluation report once signed by the
13 evaluator and provided to the employee unless the revised report is provided to the
14 employee and he/she is given an opportunity to sign. The employee shall receive a copy
15 of the evaluation report. Signature of the employee signifies that the material has been
16 read and is to be filed. It does not necessarily indicate agreement with the content, nor
17 does the refusal to sign prevent the materials from being placed, and remaining in the file.
18 An employee may attach comments to the evaluation report. It is understood that final
19 authority for the evaluation of employees rests with the Superintendent or designee.
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21 14.2 It is understood by the parties that only the procedural aspects included in this article will
22 be subject to the grievance procedure
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ARTICLE 15

DISCIPLINARY PROCEDURES

15.1 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.

15.2 All disciplinary actions shall be consistent with the infraction for which disciplinary action is being applied.

15.3 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.

15.4 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

15.5 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.

15.6 No employee shall be disciplined or discharged without a just cause.

15.7 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 16

GRIEVANCE PROCEDURE

16.1 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.

16.2 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.

16.3 A grievance shall be processed in the following manner:

16.3.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.

16.3.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.

16.3.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

1 the Union and to the administrator involved at the previous steps of the grievance
2 procedure.
3

4 16.3.d Level Four - Arbitration:

- 5 (1) If the decision of the Board does not resolve the grievance to the satisfaction
6 of the union, or if no decision is rendered within twenty (20) days of the
7 receipt of the grievance, the Union shall notify the Board, in writing, within
8 twenty (20) work days of its decision to arbitrate the grievance. The parties
9 will then initiate a request for arbitration to The Public Employee Labor
10 Relations Board (“PELRB”). The PELRB will submit a list of qualified
11 arbitrators for selection by the Board and Union (“Parties”), in accordance
12 with PELRB rules and procedures prescribed by it for making such
13 designation.
14 (2) Neither the Board nor the Union will be permitted to assert any ground or
15 evidence before the arbitrator which was not previously disclosed to the
16 other party.
17 (3) The decision of the arbitrator shall be advisory only; but should the District
18 refuse to fully abide by an arbitration award, then the parties agree to reopen
19 negotiations limited to the issue of binding arbitration only.
20 (4) The Board and the Union shall receive copies of the arbitrator’s report.
21 (5) The fees and expenses of the arbitrator will be shared equally by the Board
22 and the Union.
23 (6) Any of the time limits under this Article may be extended by mutual
24 agreement.
25

26 16.3.e Rights of Employees to Representation:

27 An employee may be represented at all stages of the grievance procedure by
28 themselves, or after Level (a)(1), at their option, may also have a staff
29 representative of the Union present to represent them.
30

31 16.4 Failure at any level of this procedure to communicate the decision on a grievance within
32 the specified time limits shall permit the grievant to proceed to the next level. Failure at
33 any level of this procedure to appeal a grievance to the next level within the specified time
34 limits shall be deemed to be a waiver of further appeal of the decision and acceptance of
35 the decision rendered at that level.
36

ARTICLE 17

SENIORITY

17.1 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.

17.2 An employee shall not forfeit any seniority during absences caused by the following:
17.2.a. Illness resulting in total/temporary disability due to his/her work with the District certified to by affidavit from Worker's Compensation carrier.

17.2.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.

17.2.c. While on active duty with the Armed Forces

17.3 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 15.
If he/she resigns.

ARTICLE 18

LAYOFFS

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5 18.1 If there is a layoff or any reduction in the work force in the Salem School District, the
6 person with the least classification seniority in the classification affected will be laid off
7 first. These laid-off employees will be rehired in the reverse order of layoff by
8 classification seniority. All employees who have been laid off will be kept on a recall list
9 for a maximum of one (1) year. Refusal to accept a position upon recall from layoff shall
10 result in loss of seniority and after two (2) refusals the name shall be removed from the
11 recall list.
12
13 18.2 In the event the person laid off has more district seniority than an employee in another
14 classification and they meet the job specifications and are qualified to do the work, they
15 may “bump” or displace that least senior person. The pay rate shall be the rate of the new
16 position. An individual may be allowed only one “bump” each year.
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ARTICLE 19

SAFETY/UNIFORMS

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5 19.1 The District shall have the right to make regulations for the safety and health of its
6 employees during their hours of employment. Representatives of the District and the
7 Union may meet once in ninety (90) days at the request of either party to discuss such
8 regulations. The Union agrees that its members who are employed by the District will
9 comply with the District's rules and regulations relating to safety, economy, continuity,
10 and efficiency of service to the District and the public.
11
12 19.2 The District will provide up to eleven (11) shirts, seven (7) pairs of pants and (3) t-shirts.
13 T-Shirts will not be part of the laundry service.
14
15 19.3 All employees shall be required to report for work in the prescribed uniform and to wear
16 the uniform during work. A procedure to collect, clean and distribute uniforms will be
17 established by the District.
18
19 19.4 All employees will be provided a four-season coat. One coat will be purchased per
20 employee every three years. Said coat is to be worn on the job during inclement weather
21 and becomes the property of the employee.
22
23 19.5 The Union and its members agree to exercise proper care and to be responsible for all
24 District property issued or entrusted to them.
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ARTICLE 20

BULLETIN BOARDS

20.1 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.

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ARTICLE 21

TEMPORARY ASSIGNMENTS

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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 22

CONTINUOUS TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

22.1 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.

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ARTICLE 23

INSURANCE BENEFITS

23.1 Health Insurance:

23.1.a The Board shall offer full-time employees a variety of health plans, including, but not limited to the following: the Health Maintenance Organization (HMO) health plan currently offered by the District and ABSOS20/40/1KDED. Employees working less than 30 hours per week are not eligible for health insurance.

23.1b The Board agrees to pay toward the premium of a health plan offered in Section 23.1.a, an amount equal to the amount provided members of the SEA.

23.2 Dental Insurance:

23.2.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.

23.3 Optical Insurance:

23.3a 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.

23.4 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.

23.5 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.

23.6 The District retains the right to change insurance carriers provided the benefits to the participants are not decreased.

23.7 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.

23.8 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.

23.9 An employee who currently works 30 or more hours per week, who has provided notification to the District stating that he/she elects not to participate in the District-offered health insurance coverage for that year, and who has provided documentation for that year of alternative coverage that is not subsidized (e.g., not subsidized under the Patient

1 Protection and Affordable Care Act) shall be eligible for an annual payment of \$750.
2 However, any penalty that is imposed on the School District because the employee receives
3 an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act) shall be
4 subtracted from the payment.
5

ARTICLE 24

JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

24.1 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.

24.2 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 25

SAVINGS CLAUSE

25.1 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 26

COURSE REIMBURSEMENT

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

ARTICLE 27

TERMINATION

27.1 The agreement shall be effective as of July 1, 2022 through June 30, 2025 as provided and shall continue from year to year thereafter 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.

27.2 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 executed this Agreement this 12th day of April 2022.

SALEM SCHOOL CUSTODIAN
EMPLOYEES ASSOCIATION

SALEM SCHOOL BOARD

BY: Stewart J. Taylor, President

BY: [Signature]

BY: William Shawcross, vice president

BY: Patti Cutler

BY: Nancy Shuman

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: _____

BY: [Signature]

APPENDIX A

SALEM SCHOOL CUSTODIAN EMPLOYEES ASSOCIATION
WAGE SCHEDULE

2022-2023	YOS 0-3	YOS 4-6	YOS 7-10	YOS 11-15	YOS 16+
Custodian	\$18.29	\$18.39	\$18.49	\$18.59	\$18.70
Head Custodian - Elementary	\$19.83	\$19.93	\$20.03	\$20.13	\$20.24
Head Custodian - Woodbury	\$20.32	\$20.42	\$20.52	\$20.62	\$20.73
Groundskeeper	\$19.83	\$19.93	\$20.03	\$20.13	\$20.24
Driver/Maintenance	\$19.83	\$19.93	\$20.03	\$20.13	\$20.24
Boiler Maintenance	\$21.43	\$21.53	\$21.63	\$21.74	\$21.84
Maintenance - SHS	\$20.52	\$20.62	\$20.73	\$20.83	\$20.93

2023-2024	YOS 0-3	YOS 4-6	YOS 7-10	YOS 11-15	YOS 16+
Custodian	\$18.97	\$19.08	\$19.19	\$19.29	\$19.40
Head Custodian - Elementary	\$20.57	\$20.68	\$20.78	\$20.89	\$21.00
Head Custodian - Woodbury	\$21.08	\$21.19	\$21.29	\$21.40	\$21.50
Groundskeeper	\$20.57	\$20.68	\$20.78	\$20.89	\$21.00
Driver/Maintenance	\$20.57	\$20.68	\$20.78	\$20.89	\$21.00
Boiler Maintenance	\$22.23	\$22.34	\$22.45	\$22.55	\$22.66
Maintenance - SHS	\$21.29	\$21.40	\$21.50	\$21.61	\$21.72

2024-2025	YOS 0-3	YOS 4-6	YOS 7-10	YOS 11-15	YOS 16+
Custodian	\$19.64	\$19.75	\$19.86	\$19.97	\$20.08
Head Custodian - Elementary	\$21.29	\$21.40	\$21.51	\$21.62	\$21.73
Head Custodian - Woodbury	\$21.82	\$21.93	\$22.04	\$22.15	\$22.26
Groundskeeper	\$21.29	\$21.40	\$21.51	\$21.62	\$21.73
Driver/Maintenance	\$21.29	\$21.40	\$21.51	\$21.62	\$21.73
Boiler Maintenance	\$23.01	\$23.12	\$23.23	\$23.34	\$23.45
Maintenance - SHS	\$22.04	\$22.15	\$22.26	\$22.37	\$22.48

SHIFT DIFFERENTIAL

Second Shift: \$0.32

Third Shift: \$0.42

LONGEVITY

After 12 years \$400

After 20 years \$500

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: _____