COLLECTIVE BARGAINING AGREEMENT BETWEEN TIMBERLANE REGIONAL SCHOOL BOARD AND TIMBERLANE ADMINISTRATORS UNION TEAMSTERS LOCAL 633

July 1, 2023 through June 30, 2026



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ARTICLE 1- RECOGNITION

- 1.1 The School Board recognizes the Union as the exclusive bargaining representative of those Timberlane Regional School District (hereinafter "the District") employees holding positions for which the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Union as the exclusive bargaining representative ("employee" or "administrator").
- 1.2 The Certification of Representative and Order to Negotiate, dated September 5, 2019 and issued by the PELRB (Decision No. 2019197), includes the following positions in the bargaining unit: all Principals, Assistant Principals, Associate Principals, Academic Deans, Coordinators, and Directors, including Director of Curriculum & Professional Learning, Director of Elementary Education, Director of Secondary Education, Director of Guidance, Music Director, Athletic Director, Technology Director, Special Education Director, Special Education Coordinator, District Student Services Coordinator, Pre-School Coordinator, Curriculum Coordinator, and Technology Coordinator.

<u>Excluded:</u> Superintendent, Assistant Superintendent, Business Administrator, Assistant Business Administrator, Human Resource Director, Executive Director of Curriculum and Professional Learning, Executive Director of Data Assessment and Accountability, and Director of Special Education, Director of Student Services, Director of Plant Operations.

ARTICLE 2 - NEGOTIATION PROCEDURES

- **2.1** The parties agree, in the interest of good faith effort to reach agreement, to negotiate on wages, hours and conditions of employment, other than those managerial policies referred to in RSA 273-A:I,XI, which are the exclusive prerogative of the Board.
- **2.2** Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, the Public Employee Labor Relations Law.
- **2.3** The Union will notify the School Board of its intent to negotiate no later than June 1 of the year before the expiration of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- **3.1** The Union agrees that, except as specifically abridged or limited by the provisions of this Agreement or any agreement that may hereafter be made, all of the rights, powers and authority of the School Board and its agents to manage, direct or supervise all of the operations of the District and its employees in all its phases and details shall be retained by the Board and its agents and the exercise of any such right as set forth in this Article shall not be subject to the grievance or arbitration provisions of this Agreement.
- **3.2** The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions and authority which by law are vested in them and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either the Board or the Superintendent.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. Only claims based upon the interpretation, meaning or

application of any of the provisions of this Agreement shall constitute grievances under this Article.

- **4.2** A grievance must be filed in writing at Step 1 within ten (10) days of its occurrence or when the grievant should have reasonably known of its occurrence, in order to be considered under this grievance procedure.
- **4.3** Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at that step.
- **4.4** During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.
- **4.5 Informal Procedure**: Any employee who has a grievance shall first discuss it informally with the Superintendent or his/her designee. A union representative shall be included in this meeting if the employee so requests, however, any resolution of the grievance shall not be inconsistent with the terms of the Agreement. The union shall be notified of any such resolution of the grievance.

4.6 Formal Procedure:

- A. Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the Superintendent or his/her designee. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that have allegedly been violated, and the remedies/relief being sought. The Superintendent may communicate his/her decision to the employee in writing within ten (10) days of receipt of the written grievance.
- **B.** Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the School Board within ten (10) days after receipt of the Superintendent's written decision. The appeal to the School Board shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the Superintendent and the Superintendent's written decision. The School Board shall schedule a meeting within twenty (20) days after its receipt of the appeal.
- C. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Union within five (5) days of receipt of the School Board's decision or, if none, within five (5) days after the deadline for the School Board's written decision. If the Union determines that the matter should be arbitrated, it shall so advise the School Board and the Superintendent in writing within ten (10) days of receipt of the employee's request.

- **4.7** The following procedure shall be used to secure the services of an arbitrator: The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days following receipt of the request for arbitration, a request shall be made to the PELRB to submit a roster of persons qualified to function as arbitrators in the dispute in question. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the PELRB to submit a second roster of names. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list, they be requested by either party to designate an arbitrator.
- **4.8** At Step 3, arbitration, the Union shall not be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the Superintendent or the School Board unless, with regard to evidence, the information was not disclosed in a timely manner upon the request of the Union.
- **4.9** The arbitrator shall limit himself/herself to the issue(s) submitted. He or she shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.
- **4.10** The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the parties.
- **4.11** The arbitrator's decision shall be final and binding on the parties. The arbitrator shall issue his/her recommendations for settlement of the grievance to the representatives of the District and the Association within thirty (30) days after close of the arbitration hearing.
- **4.12** For purposes of Article 4, "days" shall mean school days, except that during summer school vacation, days shall mean Mondays through Fridays excluding holidays.
- **4.13** The time periods specified in this procedure may be extended by mutual written agreement of the parties.
- **4.14** A Union representative may be present with the grievant at all steps of the grievance process if requested by the grievant, however, only the Union, on behalf of the employee(s), may request arbitration.
- **4.15** The Union will provide alternative representation for a grievance brought under this Agreement if the matter involves a member of another bargaining unit in the District represented by the same exclusive bargaining representative.

ARTICLE 5 - DISCIPLINE

- 5.1 No employee will be disciplined without just cause.
- 5.2 Discipline will normally be issued in the following order:
 - (1) Verbal Warning
 - (2) Written Warning

- (3) Suspension without pay
- (4) Termination

5.3 The above sequence may be taken out of order if the offense is severe enough to warrant more severe discipline, including but not limited to termination.

ARTICLE 6 - WORK YEAR

The work year for full-year employees shall be July 1 through June 30 and shall consist of 260 working days inclusive of holidays.

ARTICLE 7 - ANNUAL CONTRACTS AND COMPENSATION

7.1 An annual contract and salary shall be established for each administrator to be employed by the School Board for July 1st to June 30th. Administrators will work their assigned duties and responsibilities on a twelve-month basis, expect where otherwise designated by the School Board. The initial salary of an administrator will be determined at the discretion of the Superintendent and the School Board, who may consider various factors, including, but not limited to, the degree of responsibility, experience, number of students, number of staff and level of degrees/credits in the field of education.

7.2 Payments

7.2.1 Salaries for twelve-month administrators shall be paid bi-weekly, at the rate of 1/26th of the annual salary.

7.2.2 Administrators shall be given notification in writing by April 15th that he/she will not be renominated for employment for the following year. Only those administrators whose position requires certification as a professional engaged in teaching, and who are entitled to all of the rights for notification and hearing under RSA 189:14-a, may request a hearing before the School Board in the event of non-renewal in accordance with RSA 189:14-a. The School Board's decisions under this article shall not be subject to the grievance and arbitration procedures of this Agreement.

7.3 Wage/Salary Increase. Effective July 1, 2023, employees in the following positions will receive one-time equity adjustments as outlined below.

Title	22-23 Salary	One Time Adjustment	23-24 Base Salary Following One-Time Adjustment
Principal - Elementary (Sand Nth)	\$105,000	\$5,000.00	\$110,000.00
Assistant Principal HS	\$95,000	\$3,000.00	\$98,000.00
Assistant Principal HS	\$95,000	\$3,000.00	\$98,000.00
Assist Principal HS	\$95,000	\$3,000.00	\$98,000.00

Assistant Principal TRMS	\$96,200	\$3,000.00	\$99,200.00
Asst. Principal Elem. Pollard	\$95,000	\$1,000.00	\$96,000.00
Asst. Principal Elem. Atkinson	\$95,000	\$1,000.00	\$96,000.00
Asst. Principal Elem. Danville	\$95,000	\$1,000.00	\$96,000.00
Director of Elementary Education	\$98,000	\$3,000.00	\$101,000.00
Special Education Coordinator HS	\$95,000	\$3,000.00	\$98,000.00
Director Guidance 6-12	\$92,500	\$3,000.00	\$95,500.00

Effective July 1, 2023, each employee's wage shall increase by 5%. For employees receiving the one-time equity adjustments outlined above, the 5% increase shall be on their wage following the equity adjustment.

Effective July 1, 2024, each employee's wage shall increase by 4%.

Effective July 1, 2025, each employee's wage shall increase by 3.2%.

7.4 A bargaining unit member, who works in another administrative bargaining unit position serves in another administrative capacity, for twenty (20) consecutive days or more, shall receive the base salary for days worked in that position, providing that the base salary for that position is higher.

7.5 Each administrator who has completed fifteen or more years of service in the District shall receive a longevity bonus equal to \$175 per completed year of full-time service in the District, up to a maximum of thirty years of full-time service in the District. The longevity bonus will be paid in a lump sum by July 15th following the end of the school year in which it is earned.

ARTICLE 8 - INSURANCE

8.1 Health Insurance

For the 2023-24, 2024-2025 school years, the District shall contribute 90 % towards health insurance premiums for the following plans:

	HMO-B-NE	AB20	BlueChoice3T20	BlueChoiceNE20
Single	90%	90%	90%	90%
2-Person	90%	90%	90%	90%
Family	90%	90%	90%	90%

Effective June 30, 2025, the District shall only offer employees the following health insurance plans, and for the 2025-2026 school year, shall contribute 90 % towards health insurance premiums for the following plans:

	AB20	OpenAccess PPO
Single	90%	90%
2-Person	90%	90%
Family	90%	90%

8.2 Dental Insurance

The District shall pay 90% of the premium (1 person, 2 person, family) for its dental insurance plan.

8.3 Insurance Waiver

Employees who would otherwise be eligible for District coverage and who have been employed at least one year, who elect non-District health insurance coverage under their spouse's plan, or another comparable insurance plan for the entire fiscal year, will be eligible for compensation in lieu of the District's health insurance plan. Eligible employees will be compensated in the amount of \$2500.00 for waiver of this benefit upon presentation of proof of other coverage that is not subsidized through the Affordable Care Act. Such payment will be paid to eligible employees at the end of the contract year provided that there is no change in selection of plan during the year.

8.4 Term Life Insurance. A term life insurance policy will be made available to each eligible employee. The term life insurance policy will have a policy value of 1.5% the employee's annual salary, with a maximum of \$350,000.00, will be provided for each employee by the District. The premium for this term life insurance policy will be paid by the District. Benefit eligibility is subject to plan requirements and determined by the carrier.

8.5 Long Term Disability. Long Term Disability (LTD) insurance coverage is available for each eligible employee. The premium for LTD insurance coverage will be paid by the District. The LTD plan will provide 2/3 salary after 90 days of disability with a maximum benefit of \$5000.00/month. Benefit eligibility is subject to plan requirements and determined by the carrier.

ARTICLE 9- LEAVES

9.1 Sick Leave: Administrators will accrue sick leave pay at the rate of 1.25 days per month to a maximum of 15 days per year. Employees may carry a maximum sick leave balance of 120 days. Sick leave may be utilized at the employee's discretion for any FMLA purpose, other family illness of the employee's parent, spouse, child, or other person who resides in the employee's household or for whom the employee has caretaking responsibilities, or for any other purpose as may be approved at the discretion of the Superintendent. Sick leave may be taken in half (1/2) day increments.

9.1.1 Sick Leave Upon Retirement:

Upon leaving the District, eligible employees may redeem unused sick leave at the following rates:

After completing	After completing
10 years of service	15 years of service
\$20 per day	\$25 per day

In no event may employees accrue or redeem more than one hundred twenty (120) days. This benefit is payable (upon written request of the employee by July 1) on or before July 15 of the next fiscal year, after the employee leaves the District.

9.2 Disability Bank

9.2.1 Definitions

<u>Disability</u> - A medical condition, physical or mental, which causes one to be unable to perform his/her contractual obligation for a period of twenty (20) contract days or more.

<u>Disability Bank</u> - A pool of paid leave days that may be drawn upon after any and all individually accumulated sick leave days have been exhausted.

9.2.2 Establishment Of Bank

The bank will be established the first workday of each school year, allowing carry-over from the previous year, if such carryover exists, so that the pool could reach a minimum of four hundred (400) days. If the carryover from one year does not drop below two-hundred fifty (250) days by September 1 of next year, employees will not be required to contribute one of their individually authorized sick leave days to the pool. If the total number of days in the disability bank pool drops below two hundred-fifty (250) days, all employees with at least one-year full service to the District will contribute one of their individually authorized sick leave days on the first work day of the next school year. In the event the bank is depleted during the year, one additional sick day will be taken from each employee.

9.2.3 Board of Review

A Board of Review will be established to determine the assignment of days from the pool. This Board of Review shall only have control over the assignment of extended disability leave benefits from the pool. The Board of Review shall consist of:

- The President of the Timberlane Administrator's Union or his/her designee;
- A member of the unit chosen by the applicant;
- The Assistant Superintendent;

- The Superintendent of Schools or designee;
- The School Board Chair or designee.

9.2.4 Distribution of Benefits

Employees with at least one year of service to the District may apply for a number of days consistent with a one for one match of their individual sick leave accumulation as of the end of the previous contract year brought forward to the year of the onset of the disability. The combined benefit of accumulated sick leave and disability bank leave may not exceed 180 days and may carry over from one contract year to another. Employees with less than one full year of service in the District will not be required to contribute one of their individual accumulated sick leave days to the disability leave bank. The Board of Review reserves the right to request reapplication and documentation for everyone requesting more than 40 days from the pool. Any benefits will be minus other insurance coverage (i.e. workers' compensation, Social Security, etc.).Additionally, employees shall exhaust all other available leave before accessing the disability bank, in the following order: sick leave, personal days, and unused vacation time.

9.2.5 Worker Protection

The District will allow employees to be reimbursed up to three (3) sick days from the Sick Bank for injuries that occur at the work site or in the off-site performance of their duties not covered under other benefits.

9.3 Personal Leave: Three (3) personal days (non-accumulative) per year may be used to attend to business and emergencies of a personal nature that occur during the school/workday. Personal days must be approved in advance by the Superintendent. To be eligible for use of a personal day, the administrator shall give 48 hours' advance notice to the Superintendent, or as much advance notice as circumstances permit. Requests for personal days shall not be unreasonably denied.

9.4 Bereavement Days: Up to four (4) days with pay shall be given in the event of death in the immediate family of the administrator. Immediate family shall mean husband, wife, daughter, son, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, stepson, step-daughter, brother-in-law, sister-in-law, domestic partner living in the household, or any other person living in the home of the administrator. A fifth day with pay may be granted at the discretion of the Superintendent.

9.5 Vacation: All administrators on a twelve-month contract will accrue 1.66 days of paid vacation per month, up to a maximum of 20 days paid vacation days each year during the first 5 years of full-time professional service as an administrator in the District. After 5 years of full-time professional service as an administrator in the District, administrators shall accrue 2.08 days of paid vacation per month, to a maximum of 25 days per year. Administrators may carry a maximum paid vacation day balance of 40 days. Upon leaving the District, eligible employees may redeem unused vacation, up to a maximum of 40 days.

9.6 Holidays: The following will be non-working paid holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas Day, New Year's Day,

Martin Luther King, Jr. Civil Rights Day, Presidents Day, and Memorial Day. In addition, 52week work year administrators will receive July 4th. If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday will be observed on the following Monday.

9.7 Maternity/Paternity Leave

After one year of employment, employees shall be entitled to up to one year of maternity/paternity leave following the birth or adoption of a child. The employee shall request such leave in writing as soon as possible, but at least two (2) months in advance of the expected start of the requested leave. The employee shall coordinate with other building administrators to ensure minimum interference with normal operations. Such leave shall run concurrently with FMLA leave. Employee shall also use available sick and vacation time during such leave. Employees already enrolled in District health insurance programs will be permitted to continue in that health insurance program and the District will continue to pay its portion of the premium in accordance with FMLA, following which, the employee may elect to continue to participate in the District's health insurance program at their own expense during the remaining term of their leave.

ARTICLE 10 - RETIREMENT INCENTIVE

10.1 Retirement Incentive. Administrators who, as of June 30, 2023, have completed at least 15 years of service in the District who are at least 55 years of age, and who are eligible for early or normal retirement under the NH Retirement System, shall be eligible for the following early retirement incentive program. Administrators who, as of June 30, 2023 have not completed 15 years of service in the District and who are not at least 55 years are no longer eligible for the retirement incentive benefit.

10.1.1 Administrators must submit notice of intention to retire under this program to the Superintendent no later than April 1 of the last full school year of full-time employment. Under extraordinary circumstances, a maximum of one administrator per school year may withdraw such notice or submit such notice after April 1. If more than one administrator in a school year seeks to withdraw or submit such notice after April 1, the administrator who shall be permitted to withdraw or submit such notice shall be the first administrator who notifies the Superintendent in writing of extraordinary circumstances that justify the late withdrawal or submission.

10.1.2 The retirement incentive shall equal one and one-quarter percent of the administrator's last salary times the number of years of service that the administrator served the District in a full-time position. However, in no event shall the amount paid exceed forty five percent of the administrator's last salary.

10.2 Administrators employed during the 2022-2023 school year who are not eligible for the retirement incentive shall receive a one-time bonus in the gross amount of the administrator's per diem rate multiplied by the administrator's years of service in the district as of June 30, 2023. Administrators must be employed by the District at the time the bonus is paid out in order to be eligible for the bonus.

ARTICLE 11 - REDUCTIONS IN FORCE

11.1 Layoff

When, in the discretion of the School Board, a reduction in employees is required, such reduction shall be accomplished as follows: Layoffs may be by program, school, and/or job title. Selection for reduction in force shall be based on job performance. Seniority will only be considered when all other factors are considered equal. In the event of a layoff, the employee laid off shall be notified in writing on or before April 15th, prior to the contract year in which the layoff becomes effective.

11.2 Transfers or Reassignments

In the event the layoff involves the transfer or reassignment of employees, the change shall be made at the sole determination of the Superintendent.

11.3 Recall

Employees shall be recalled based on experience and qualifications for new positions which may become available and for which the individual may be qualified and certified in accordance with the above procedure.

A bargaining unit member who is laid off will remain on the recall lists twelve (12) months after the effective date of said employee's layoff unless that bargaining unit member:

- 1. Waives recall rights;
- 2. Resigns;
- 3. Fails to accept recall to the position that the bargaining unit member held immediately prior to layoff or to a substantially equivalent position; or,
- 4. Fails to report to work in a position that said bargaining unit member has accepted within twenty (20) days after receipt of the notice of recall.

No new employee shall be employed while there are certified, laid off and available employees to fill the vacancies.

11.4 Notification of Release

All correspondence by the Superintendent and employees shall be by certified mail receipt requested.

11.5 Recall Notice

Employees shall be responsible for notifying the Superintendent, in writing, of their current address. Recall notice shall be mailed at the time a position(s) become(s) open.

11.6 Acceptance of Recall

Employees shall have twenty (20) calendar days to respond to any recall notice. Failure to accept recall, in writing, shall terminate the employee's rights under this Article.

11.7 Acceptance of Transfers

In the event the layoffs require transfer, employees must accept the transfer or forfeit their right to employment.

11.8 Retention of Seniority

Employees released under this Article who are recalled within the recall period shall retain all seniority accrued in the District at the time of release.

11.9 Seniority

For the purpose of this Article, the term seniority means continuous, uninterrupted service for the District.

11.10 Termination of Seniority. Seniority shall be broken and the employment relationship terminated by:

- 1. Discharge for just cause;
- 2. Voluntary resignation;
- 3. Failure to respond to a notice of recall as specified in this Article;
- 4. Remaining on layoff for more than twelve (12) months.

11.11 Vacancies

Whenever a permanent bargaining unit position becomes vacant, said vacancy shall be posted on the School District website.

ARTICLE 12 - UNION PRIVILEGES

- 12.1 The Parties shall not discriminate against any employee on the basis of Union membership status or lack thereof or Union-related activity. The Parties shall not discriminate against or take any reprisals of any kind against any employee by reason of Union membership or lack thereof, or participation in the Union's lawful activities.
- **12.2** The Union will have the right to place notices, circulars, and other written communications from the Union into the mailboxes of bargaining unit members, provided that such materials shall not relate to local, state or national political matters. Copies of all such material will be given to the Superintendent or Superintendent's designee, but the latter's advance approval will not be required.

ARTICLE 13 - DUES DEDUCTION

13.1 The Board agrees to deduct from the salaries of bargaining unit members' dues for the Teamsters Local 633 affiliated with Teamsters Local No. 633 as said bargaining unit members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Secretary-Treasurer of Teamsters Local No. 633. Bargaining unit member authorizations will be in writing in the form set below.

"DUES AUTHORIZATION CARD" TEAMSTERS LOCAL 633 AFFILIATED WITH TEAMSTERS LOCAL 633

NAME:

ADDRESS:

I hereby request and authorize the Timberlane Regional School District to deduct from my earnings in accordance with the procedure set forth in Article of the Agreement between the Board and the Union and transmit to the Secretary- Treasurer of Teamsters Local No. 633 an amount sufficient to provide for regular payment of the membership dues, as certified by the Union for the present school year and for succeeding school years. I understand that if I wish to discontinue such deductions for any school year, I must notify the Board and the Union in writing to do so no later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board and all of its officers from any liability thereof.

Bargaining Unit Member's Signature:

Dated:

13.2 The Union will certify to the Board, in writing, the current rate of its membership dues and will give the Board thirty (30) days written notice, prior to July 1 of the year of any such change.

13.3 Discontinued Deduction

An employee may discontinue their dues deduction authorization at any time on written notice to the Payroll Department and the discontinuation will be effective the next pay period.

13.4 Termination of Employment

All authorizations for dues shall cease to be effective upon termination of employment by the Board.

13.5 Continuation of Dues Deduction

Authorization for dues deduction shall remain in force until revoked by the employee.

13.6 Transmittal of Dues

Within a week following each pay day, the Union dues deducted from the previous pay period will be transmitted to the Union.

13.7 Indemnification of Board

It is further agreed by and between the District and the Union that such authorization for dues deduction shall continue in full force and effect with the District until the employee submits a written revocation of such authorization to the Board. The Union agrees to indemnify and hold

harmless the Board in the event of any legal action as a result of the above-described dues deduction.

ARTICLE 14 - GENERAL

This Agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument, in writing, duly executed by both parties.

ARTICLE 15 - SEPARABILITY

In the event that any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any court having jurisdiction over the matter at issue or any administrative agency having jurisdiction or is rendered impossible to perform by a law or regulation, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event the Parties shall continue to be binding upon such Parties hereto. The Parties shall meet and negotiate regarding the provision declared to be invalid or rendered impossible to perform and a replacement for it where such provision can lawfully be replaced by a substantially similar provision.

ARTICLE 16 - ACKNOWLEDGEMENT OF AGREEMENT

This Agreement represents complete collective bargaining and full agreement of the parties in respect to rates of pay, salaries, hours of employment and other terms and conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

This Agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument, in writing, duly executed by both parties.

The School Board shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement. Any alleged past practice of the District or the School Board which is not explicitly included in this Agreement shall not be considered agreed to.

ARTICLE 17 - DURATION

This Agreement shall be in full force and effect from July 1, 2023 through June 30, 2026.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective President and Chairperson,

Dated: 07 / 24 / 2023

Katie Kuutseu

Timberlane Regional School Board

Dated:_ 7/7/2023

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Teamsters Local 633

Signature Certificate

Reference number: YMBM7-ORYAB-GZEB8-KBZ6M

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Timestamp

Katie Knutsen Email: kknutsensb@gmail.com

Sent: Viewed: Signed: 24 Jul 2023 18:15:30 UTC 24 Jul 2023 21:27:00 UTC 24 Jul 2023 21:27:18 UTC

Recipient Verification:

24 Jul 2023 21:27:00 UTC

Signature

Katie Kuutseu

IP address: 75.67.17.33 Location: Salem, United States

Document completed by all parties on: 24 Jul 2023 21:27:18 UTC

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