

**AGREEMENT**  
**BETWEEN THE**  
**KEENE SCHOOL DISTRICT**  
**AND THE**  
**KEENE CUSTODIANS AFSCME AFL-CIO**

July 1, 2008 to June 30, 2012

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## **ARTICLE I**

### **PURPOSE AND INTENT**

- 1.1 The purpose of the Board and the Union in entering into this labor agreement is to set forth their agreement on rates of pay, wages, hours of work, and other conditions of employment, so as to promote orderly and peaceful relations with the Board's employees, to achieve uninterrupted operations, and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort and to maintain the highest level of service to the Board and the educational community of Keene.

## **ARTICLE II**

### **UNION RECOGNITION**

- 2.1 The Board hereby recognizes the Union as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, in accordance with the certification by the State of New Hampshire Labor Relations Board dated January 14, 1977.
- 2.2 The term "employee", as used in this Agreement, applies to all full-time individuals occupying classifications of work covered by this Agreement, but excluding confidential employees, administrative employees, professional employees and supervisors, as defined in RSA 273-A-8, and excluding all other employees.
- 2.3 Upon execution of this Agreement, if either party desires to review eligibility lists, such may be done between the Board and the Union within ninety (90) days following the signing of this Agreement.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

- 3.1 Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the Union recognizes that there are functions, powers, authorities and responsibilities exclusively vested in the Board, among which are included, but not limited to, the right to introduce new or improved methods, machinery or personnel; to establish standards of work; to determine the extent to which the Keene School District shall operate and accomplish such work; the right to establish schedules of work; to assign work to employees; to establish safety and other rules governing the operations of the Keene School System and the conduct of their employees; the right to enforce such rules and to direct the working forces, as the Board may deem appropriate and which are not in conflict with the terms of this Agreement.
- 3.2 The Board and employees agree to support mutually agreed to settlements before the voters of the District. However, any agreement reached herein which requires the expenditures of public funds for its implementation shall not be binding upon the Board, unless, and until, the necessary appropriations have been made by the voters. In the event the voters shall not approve the District Budget as proposed by the Board, the agreements of the parties shall be void and the Board and the union shall resume negotiations within a mutually agreed to time frame.
- 3.3 The administration of the collective bargaining agreement shall be in accordance with the implied covenant of good faith and fair dealing.

## **ARTICLE IV**

### **DUES DEDUCTION**

- 4.1 The Board agrees, subject to the following terms and conditions of Article IV, to deduct each month, on the second regular wage payment date of the Board for such month, from the wages payable on such wage payment date, to any employee who authorizes the Board to do so through a signed authorization and assignment card on the form set forth in Appendix A attached hereto, regular Union dues and initiation fees. The Board shall, as promptly as is practical, remit all sums so deducted to such authorized Union official as may be designated by the Union. The required authorization and assignment card must be filed with the Board at least two (2) weeks prior to the first deduction made thereunder. An authorization and assignment card, signed by the employee, shall be deemed automatically suspended upon such employee's quitting the employ of the Board, or being discharged, being transferred to a job classification for which the Union is not hereby recognized as the exclusive bargaining agent, or within sixty (60) days of the expiration of the terms and conditions of this Agreement. Notwithstanding anything to the contrary which may appear in said authorization card, the Board's obligation hereunder does not extend to the deduction of assessments from any employee's wages.
- 4.2 The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board in reliance upon written statements by the Union representatives or by reason of any action taken by the Board for the purpose of complying with Article IV.

## **ARTICLE V**

### **UNION ACTIVITIES**

- 5.1 The Board will not interfere with, restrain or coerce its employees because of membership or activity on behalf of the Union as defined in this Agreement. The Board will not discriminate with respect to hire, tenure of employment or any term or condition of employment against any employee because of membership in, or activity on behalf of the Union, nor will it discourage nor attempt to discourage membership in the Union. The Union agrees not to discriminate against any employee as provided in RSA 273-A.
- 5.2 There shall be no Union activity on Board time except that which is necessary in connection with the processing of grievances and negotiations. The Union agrees that it will not discriminate against employees by reason of their refusal to engage in concerted activities. It is understood that in representing a bargaining unit employee for the purpose of a grievance, one steward and/or an AFSCME staff representative shall be involved in representing the employee in any meeting following the steps of the grievance procedure.
- 5.3 The Union will, within thirty (30) calendar days, following the signing of this agreement deliver to the Board a written notice listing the Union's authorized representatives who will deal with the Board and make commitments for the Union. It is the Union's responsibility to maintain this list of authorized representatives in a current state. The Board may rely on the last filed notice in all dealings with the Union.
- 5.4 The Union Chairperson or designee(s) shall be provided a total of three (3) paid professional leave days to conduct union business.

## **ARTICLE VI**

### **SENIORITY**

- 6.1 The first sixty (60) calendar days of employment shall be considered a probationary period to permit the Board to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The Board may discharge any said new employee without such discharge being subject to the Grievance and Arbitration Procedure of this Agreement. All new employees are required to undergo at Board expense a physical examination to determine the employee's fitness to perform the work required. Unless otherwise expressly provided herein, a probationary employee will not be entitled to any of the fringe benefits provided for in this Agreement, except holiday pay, pursuant to Section 11.2 of Article XI.
- 6.2 New employees will not be eligible for any health insurance benefit until they have satisfactorily completed their physical examination required under Section 6.1 of Article VI or upon completion of the probationary period, whichever occurs last.
- 6.3 Seniority, for purposes of this Agreement, shall mean continuous permanent full-time service.
- 6.4 Continuous permanent full-time service shall be calculated from date of first employment or re-employment following a break in continuous service in accordance with Section 6.5 of Article VI.
- 6.5 Seniority for all purposes shall be terminated for any of the following reasons:
- a. Voluntary quit;
  - b. Discharge for just cause;
  - c. Failure to notify the Board of intent to return to work within four (4) working days after notice of recall is given; reasonable exceptions to these time limits may be agreed to in cases of proven sickness or injury to employee;
  - d. Absence for three (3) consecutive days without reporting to the Board, unless impossible to do so;
  - e. Failure to report for work at the end of a leave of absence or extension thereof;
  - f. Failure to be recalled from layoff or return to work due to any nonoccupational connected illness or accident for a period of twelve (12) months, unless extended by mutual agreement for medical reasons.
- 6.6 The parties agree that work assignments by the Board (including overtime) shall be made to qualified employees within their respective classification by location. Overtime shall be in accordance with Appendix G.
- 6.7 The parties recognize that promotional opportunity and job security in the event of promotions, decrease of forces, and rehiring after layoffs should increase in proportion to length of

continuous service, and that in the administration of Article VI the intent will be that, whenever practicable, full consideration shall be given to continuous permanent full-time service.

- 6.8 In promotions (except promotions to positions excluded under the definition of “employee” in Article II Recognition) the following factors shall be considered; however, only where factor “a” is relatively equal shall length of continuous service be the determining factor:
- a. Ability to perform the work;
  - b. Continuous Service.
- 6.9 When decreasing forces, or rehiring after layoffs, the following factors shall be considered; however, only where factor “a” is relatively equal shall length of continuous service be the determining factor:
- a. Ability to perform the work;
  - b. Continuous service.
- 6.10 For purpose of Article VI, the term “Board” shall include those Administrators and/or Supervisors designated by the Board to act in its behalf.
- 6.11 Ability to perform the work, as used in Article VI, shall mean to satisfactorily perform the job in question, without assistance or additional training.
- 6.12 All bargaining unit vacancies shall be posted in the main office in each school building and a copy sent to the bargaining unit Chapter Chairperson. The name of the successful candidate shall be mailed to the Chapter Chairperson within five (5) working days.

## ARTICLE VII

### DISCIPLINE AND DISCHARGE

- 7.1 An employee who has completed his probationary period shall not be suspended or discharged except for just cause.
- 7.2 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied. When an employee is inefficient, has excessive lost time or excessively poor workmanship, he/she may be subject to appropriate discipline, including suspension without pay or discharge. In addition to any verbal warning, the Board shall give at least one (1) written warning notice of the specific complaint against such employee with a copy of same to the Union, except that no warning notice need be given to any employee before he/she is discharged, if his/her discharge is for any of the causes listed in Section 7.3.
- 7.3 While on duty, causes for immediate discharge include, but are not limited to, proven theft, proven intoxication, selling, possessing or being under the influence of illegal drugs, failure to report a vehicle accident, recklessness resulting in a serious accident, insubordination or assault on a Board official, misconduct during employment, incompetency or inefficiency, conviction of a felony, failure to perform assigned duties, any substantiated mistreatment of a student, any act or action which creates danger to health or safety of others, failure to observe rules and regulations, incompatibility with other employees, and unauthorized absence from duty.
- 7.4 All suspensions and discharges must be stated in writing with reason, and a copy given to the employee and the Union at the time of suspension or discharge. Notice of appeal from discharge or suspension must be made to the Board in writing within eight (8) days from date of such notice. If the Board and Union are unable to agree to a settlement of the case, then it may be appealed to the grievance and arbitration procedure of this Agreement. Copies of all formal disciplinary action shall be sent to the Union.
- 7.5 If an employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- 7.6 Upon discharge, the Board shall immediately pay all monies due the employee. Upon quitting, the Board shall pay all monies due the employee on the payday following such quitting.
- 7.7 The disciplinary service record of an employee shall be continuous. However, verbal warnings, written reprimands and suspensions shall be deemed null and void in accordance with the following:

#### Verbal & Written Warnings

After one (1) year from the date of the most recent infraction and the employee has not received any verbal and/or written reprimands in that time period.

#### Suspension

After two (2) years from the date of the most recent infraction and the employee has not received any written warnings or suspensions in that time period.

Formal Discipline

Effective July 1, 1989 all formal disciplinary action shall be removed from an employee's file after a period of two (2) years as long as there are no similar infractions during the intervening period.

Notwithstanding anything herein to the contrary, any material in an employee's file in relation to discipline arising out of charges of misconduct involving students such as sexual harassment or improper physical conduct is excluded from the purge. Unfounded reports of sexual harassment will not be added to the Personnel file of the alleged offender unless the alleged offender so requests.

- 7.8 In the event a verbal warning is given to an employee, a written record may be made by the Supervisor, a copy of same shall be given to the employee and the Union representative, and a copy shall be placed in the employee's file after the employee has been given an opportunity to initial the same indicating only that he/she has received a copy.

## **ARTICLE VIII**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

8.1 Definition

A grievance, for the purpose of this Agreement, is a complaint against the Board by an employee or group of employees with respect to the interpretation and/or application of a provision or provisions of this Agreement.

8.2 A grievance must be filed upon the official form attached hereto within fifteen (15) days, excluding holidays, of its occurrence or when the employee should have known of its occurrence.

8.3 It is the intention of the parties that grievances be settled at the lowest possible step.

8.4 For the purpose of this procedure, days as used in Article VII shall be calendar days, excluding holidays.

8.5 Procedure

Step 1

Between the employee and his/her immediate non-bargaining unit supervisor. The supervisor will give his/her answer in writing within ten (10) days. If no satisfactory settlement is reached at Step 1, then within ten (10) days of receipt of the supervisor's answer, the grievance shall be reduced to writing and submitted to Step 2.

Step 2

Between the participants of Step 1 and the Director of Buildings and Grounds, who will give his/her answer in writing within ten (10) days. If no satisfactory settlement is reached at Step 2, the grievance shall be reduced to writing and submitted to Step 3.

Step 3

If the grievance is not settled at Step 2, the Union may, through its representative, appeal it by giving written notice of such appeal to the SAU #29 Business Administrator (or his/her designee) within fifteen (15) days after receipt of Step 2 answer. Discussion will take place and the SAU #29 Business Administrator (or his/her designee) will give his/her answer in writing within fifteen (15) days following receipt of the Step 3 appeal. If the grievance is not settled in Step 3, it may be referred to Step 4.

Step 4

Within twenty (20) days of a grievance being referred to Step 4, the Board will hold a hearing with the participants of Steps 2 and 3 and examine the facts of the grievance. The Board will thereafter, within twenty (20) days of such hearing, give its answer. If the grievance is still not settled, the matter may be referred to arbitration as set forth in Step 5 of this procedure.

Step 5

If the matter is referred to arbitration, then the parties shall by mutual agreement appoint an arbitrator recognized by the American Arbitration Association and/or the NH PELRB and that such arbitrator shall operate under the rules and procedures of the applicable licensing authority.

In the event the parties are unable to agree on the appointment of an arbitrator, the parties shall each submit a list of three arbitrators to the NH PELRB and it shall select an arbitrator from the lists provided. If the arbitrator is licensed by both the American Arbitration Association and the NH PELRB, the parties shall mutually agree on which rules apply and, in the absence of such agreement, the rules of the NH PELRB shall be used. The arbitrator's power and authority shall be limited to interpretation and application of the provisions of this Agreement and he/she shall have no power or authority to add to, subtract from, alter, or modify any of the provisions of this Agreement. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties except as indicated below:

- a. "Improper conduct toward students" Grievances involving discharge and/or discipline resulting from "improper conduct toward students" will end at the School Board level which decision will be binding, provided this provision will not limit in any way any legal remedy which otherwise may be available to the employee (grievant).
  - b. Effective 7/1/96 Grievances involving discipline and/or discharge Arbitration decisions relating to grievances involving discipline and/or discharge except as specified in (a) above shall be subject to the provisions of N.H. RSA Chapter 542 as amended and a side letter between the parties which provides that if the School Board appeals any such arbitration decision and that decision is upheld then the Board will reimburse or pay in the first instance the Union's reasonable costs and attorney fees relating to any such appeal.
- 8.6 Class Action grievances brought by the Union on behalf of all members of the bargaining unit may be introduced in Step 3.
- 8.7 Time periods specified in this procedure may be extended by mutual agreement.
- 8.8 Nothing in Article VIII shall diminish the right of any employee covered hereunder to present his/her own grievance to the Board, except that any settlement reached shall be consistent with the terms and conditions of this Agreement.
- 8.9 No monetary claims, such as back wages, fringe benefits, etc., by any employee covered by this Agreement of and by the Union against the Board shall be valid for a period prior to the date that the grievance was first discussed with the employer under the provisions of Article VIII.
- 8.10 It is understood by both the employer and the Union that during the processing of any grievance the employee and the Union shall not engage in any strike, work stoppage, slowdown, or other concerted refusal to perform work as directed by the Board, nor any instigation thereof, and the Board shall not engage in any lockout.
- 8.11 The expense and salary incident to the service of the arbitrator shall be shared equally by the Board and the Union.
- 8.12 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

- 8.13 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).
- 8.14 All documents relating to a grievance shall be filed separately from the employee's personnel file.
- 8.15 The following matters are excluded from the arbitration provisions of this Agreement:
- a. Management prerogatives as set forth in this Agreement and as provided and interpreted under RSA 273;
  - b. School Board Policy not in conflict with the terms of this Agreement.

## ARTICLE IX

### HOURS OF WORK AND OVERTIME

- 9.1 The parties recognize that employees' daily and weekly schedules and assignments are based on the Board's operating requirements and are subject to change. Any significant changes in an employee's daily and/or weekly schedules must be in writing with a copy given to the Union. Arbitrary changes shall be subject to the grievance procedure.
- 9.2 Except as otherwise provided in this Agreement, nothing contained in Article IX shall be construed as a guarantee of hours of work per day, or per week, or days of work per week.
- 9.3 The normal work week shall be forty (40) hours per week scheduled on five (5) successive days.
- 9.4 The normal daily work hours shall be eight (8). Meal periods may not exceed one (1) hour and shall be unpaid.
- 9.5 Reasonable overtime requirements may be an exception to the normal work day or work week. Time and one-half shall be paid to eligible employees as follows:
- a. Hours worked in excess of forty (40) hours in any one (1) week;
  - b. Holiday hours paid shall be counted in determining overtime liabilities.
- 9.6 The Board will, to the greatest degree possible, distribute overtime work as fairly as possible among the qualified employees. Overtime shall be assigned in accordance with Appendix G.
- 9.7 For purposes of this Agreement, full-time employee shall mean an employee who works in excess of thirty (30) hours per week and works forty (40) weeks or more in any fiscal year.
- 9.8 Vacations, holidays, and any other employee benefits set forth in this Agreement, shall be calculated on the basis of eight (8) hours and shall be considered as hours worked.

**ARTICLE X**  
**COMPENSATION**

- 10.1 The Board and the Union recognize the principle of a fair day's work for a fair day's pay.
- 10.2 The wage classification structure for the term of this Agreement is set forth in Appendix B- attached hereto.
- 10.3 Employees covered by this Agreement will receive compensation in accordance with the wage scale set forth in Appendix B.
- 10.4 All new employees with no experience shall be hired at the minimum rate, specified in Appendix B, within the applicable Grade Level. New employees with experience in the classification for which they are hired may be hired above the minimum rate, however no new non-trades employee shall be hired at higher than step two.
- 10.5 Effective July 1, 2008 and for the duration of this contract employees shall remain at their current step.
- 10.6 The parties agree to the following classification:
- |                |                     |
|----------------|---------------------|
| Electrician    | Plumber             |
| Carpenter      | Control Technician  |
| Utility Person | Custodian           |
| Grounds Person | Head Custodian      |
|                | Head Grounds person |
- 10.7 When an employee is assigned to work in a higher classification in excess of one (1) working day, the employee shall, for as long as the employee continues to be assigned to such higher classification, receive the standard rate of the higher classification retroactive to the first working day in said higher classification.
- 10.8 No employee covered by this Agreement will be permitted to be paid in excess of the maximum for his respective classification set forth in Appendix B attached hereto.
- 10.9 Effective July 1, 2008 the parties agree to have all employees enroll in the District's Direct Deposit program. The District shall initiate the process with the employees and educate as well as assist the employees as needed.

## **ARTICLE XI**

### **HOLIDAYS**

11.1 The following shall be recognized as paid holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

In addition, the parties agree that there shall be five (5) floating days off with pay which shall be scheduled, published and specified during the term of this Agreement.

11.2 In order to be eligible for holiday pay, an employee must satisfy the following criteria:

- a. Be a regular or probationary employee;
- b. Have been on a paid status the scheduled workday immediately before and immediately after the holiday.

11.3 Eligible employees covered by this Agreement shall receive holiday pay based upon their straight time earnings for eight (8) hours.

11.4 Employees who are required to work on a recognized holiday set forth in Article XI will be paid time and one-half in addition to holiday pay.

11.5 Whenever the foregoing holidays fall on a Sunday, they shall be observed on the following Monday. Whenever they fall on a Saturday, they shall be observed on the preceding Friday. Whenever State and Federal observances are in conflict, the Board shall determine which observance is applicable for the purposes of Article XI.

11.6 When a paid holiday occurs during an employee's vacation, he shall be paid for the holiday in addition to his vacation pay, or the Board, at its discretion, may grant an additional day in lieu of the holiday. Such time off shall be taken at a time when it will not conflict with the schedules of the Board.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

- 12.1 Personal leave for urgent and legitimate reasons may be granted by the Director of Buildings and Grounds. Extensions in cases of bereavement may be granted at the recommendation of the Director of Building and Grounds, All personnel are obligated to notify their immediate supervisor forty-eight (48) hours in advance, except in cases of emergency. While on personal leave the employee's rate of pay will be subject to any general increase or decrease in salary rates that may become effective during the leave. Employees shall be returned to the job held just prior to such leave, subject to employment conditions existing at the time of return.
- 12.2 Employees accepting employment or conducting a business outside of the Board during a leave of absence, or an extension of such leave, may be terminated from the employment of the Board and shall lose all seniority rights.
- 12.3 The Board shall provide to the Union a report of all employees on personal leave of absence, together with the dates of expiration of such leave.
- 12.4 The Board shall permit up to three (3) days absence with pay because of the death of an employee's father, mother, wife, husband, brother, sister, son, daughter, foster parent, step-parent, step-child, foster child, and grandparent, and the same relatives of the employee's spouse. Such pay will be based upon eight (8) hours at the employee's regular hourly rate.
- 12.5 The Board recognizes that it is the duty of every citizen to serve on a jury when requested by the Local, State, or Federal authorities. The Board will compensate for eight (8) hours pay at straight time at the employee's regular rate for each day of jury service, less the amount of compensation paid by the Court for such service. The employee shall provide the Board with a statement of earnings from jury service. If appropriate, when jury service is completed prior to 12:00 noon, the employee is required to report to work. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service. Section 12.5 does not apply where an employee voluntarily seeks jury service.
- 12.6 Military leave of absence shall be granted by the Board in accordance with existing State and Federal statutes.
- 12.7 An employee called to serve not more than fourteen (14) days annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by reason of such service based on the employee's regular daily rate.
- 12.8 Employees shall be entitled to accumulation of sick leave up to a maximum of one hundred (100) days. A custodian shall be able to use up to three (3) days per year of his/her own sick leave for illness of a family member residing in his/her household. The immediate supervisor or the Board may request medical evidence from the Board's physician whenever they feel it necessary or appropriate and the Board shall pay the cost of any such examination.

12.9 Leaves for any and all reason(s), paid or not paid, shall be granted at the discretion of the Board.

12.10 Family and Medical Leave Act:

All eligible employees as defined by the Family & Medical Leave Act of 1993 shall be entitled to the benefits set forth therein or the benefits set forth therein or the benefits of this contract, whichever are greater; provided, nevertheless, the School Board shall have all of the discretion provided in said Act including, but not limited to, the right to allocate leave, to require medical certification and recertification, to transfer persons on intermittent leave to an alternative position, to require a fitness for duty certificate prior to return. Notwithstanding the foregoing, the Board agrees to establish July 1-June 30 for purposes of FMLA.

12.11 Personal Days:

All employees shall receive one (1) personal day per year. Personal days shall not be taken to extend a vacation. Employees may carry up to three (3) personal days from fiscal to fiscal year.

## **ARTICLE XIII**

### **VACATION**

- 13.1 Paid vacation time will be provided each employee based upon time of continuous employment as follows:
- |                       |                     |
|-----------------------|---------------------|
| 0 through 4 years -   | 1.00 day per month  |
| 5 through 9 years -   | 1.33 days per month |
| 10 through 14 years - | 1.75 days per month |
| Over 14 years -       | 2.00 days per month |
- 13.2 The official vacation period shall be between July 1st through June 30<sup>th</sup>. Vacations will be scheduled on an individual basis during the vacation period. Senior employees shall have the preference in selecting the time they wish to take their vacation. All requests for vacation must be approved in advance by the immediate supervisor.
- 13.3 An employee's anniversary date shall be used for calculating the years of service and each succeeding anniversary date for this purpose thereafter. Employees may accumulate up to a maximum of forty (40) vacation days.
- 13.4 An employee, in order to become eligible for full vacation credit and pay, shall be in the employ of the Board on January 1st, except with respect to laid off, deceased or retired employees.
- 13.5 Vacation pay shall be equal to the normal daily straight time pay of the employee as set forth in Article IX of this Agreement.
- 13.6 Employees will cooperate with the Board in scheduling their vacation (both in terms of date and duration) at times, which do not conflict with the operational requirements of the Board.
- 13.7 Upon discharge by the Board, or resignation by the employee, earned vacation time and pay shall be included in all final wage payments. In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's spouse or estate.
- 13.8 An employee who is laid off, dies, or is retired, shall be entitled to vacation and vacation pay to the date any such termination occurs, in accordance with the schedules and eligibility requirements contained in Article XIII.
- 13.9 Vacation benefits to which employees may be entitled prior to the signing of this Agreement shall not be reduced; thereafter all employees shall accrue vacation benefits as set forth in Article XIII.

## **ARTICLE XIV**

### **REPORTING AND CALL-IN PAY**

- 14.1 An employee who is scheduled to report for work during his or her normal work week and who does report ready for work in accordance with this schedule, shall be guaranteed, as a minimum, four (4) hours straight time pay at his or her regular hourly rate provided he or she has not been previously notified before the conclusion of the previous day's work not to report. Section 14.1 shall not apply where the Board's failure to provide work is because an employee refuses available work or because of circumstances beyond the Board's control. Any employee so reporting may be assigned to other work.
- 14.2 An employee who is called in to work outside of his or her regular schedule shall be guaranteed, as a minimum, four (4) hours at his or her straight time rate.
- 14.3 In recognition of the difficulties imposed on the Board through failure of employees to comply with work schedules, an employee reporting late for, or absenting himself or herself from work without just cause, shall be subject to discipline in accordance with the provisions of this Agreement. Employees shall, before starting time, or as early as practicable thereafter, give notice to the Board whenever they are to either report late or absent themselves from work.
- 14.4 The Board shall provide time clocks for employees to record their daily time record. Each employee shall punch in and out in order to report time worked for purposes of pay. Employees should punch out when they are on lunch or other non-working breaks. No employee shall record time for another employee. Violations of Section 14.4 shall be subject to appropriate disciplinary action including discharge.
- 14.5 Employees assigned to work and/or completing their work away from their assigned time clock location shall report their time to the Board and shall be exempt from the punching in and out requirements of Article XIV.

## ARTICLE XV

### **SAFETY CONDITIONS AND OCCUPATIONAL INJURY**

- 15.1 Employees shall immediately, not later than the end of their shift, report any and all defects of equipment. Such reports shall be made on forms supplied by the Board. The employee shall retain a copy of any such report.
- 15.2 Employees shall be required to report immediately any accident and any physical injury sustained. In addition to reports required by law, employees shall file an accident report (on forms supplied by the Board) at the end of their shift and shall turn in all available information, including names and addresses of witnesses to the accident. Failure by any employee to comply with the provisions of Section 15.2 shall be the subject of appropriate disciplinary action including discharge.
- 15.3 The Board shall provide employees with Workers' Compensation, Unemployment, and Social Security Insurance, as required by the State and Federal statutes.
- 15.4 The Safety Committee, composed of three (3) members of the bargaining unit and three (3) members appointed by the Board, will meet once every ninety (90) days for the purpose of reviewing safety. Provided that if no Union person shall appear at two (2) consecutive meetings the committee will not meet again unless requested by the Union.
- 15.5 If an employee is required by the Board to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Board.
- 15.6 The Board will provide to each employee uniforms, consisting of five (5) sets of shirts or blouses. The employee will maintain the uniforms at his or her expense, and will wear the uniform in clean and pressed condition while on duty. The style of the uniform will be selected from available styles by the Board with the advice and consent of the union.
- 15.7 The Board will provide each employee up to \$50/year for the purchase of safety shoes. All employees will be required to wear safety shoes while on duty.

## **ARTICLE XVI**

### **MISCELLANEOUS PROVISIONS**

- 16.1 If any provisions of this Agreement or any application of this Agreement to any employee or group 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.
- 16.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be constituted to include male and female employees.
- 16.3 The union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion, and further agrees not to discriminate, interfere, restrain or coerce other employees who are not members of the Union.
- 16.4 The names of employees selected as local officers and the names of other Union representatives who may represent employees shall be certified in writing to the Board by the Union as required in Section 5.3.
- 16.5 The Board will comply with all state and federal statutes affecting employees covered by this Agreement.
- 16.6 The Board will, upon request, supply the Union with a table of organization reflecting the supervisory structure of the Custodial and Maintenance Unit.
- 16.7 Whenever a new job is created in any school, or a vacancy is created in any school, the name of the job, and the requirements, and pay grade of the job shall be posted in all schools and all employees shall be given five (5) days to apply for said job. Management shall make its determination in accordance with Article XVI, shall fill any such position within thirty (30) days following the closing of the posting, and shall notify the Union of such determination.

## **ARTICLE XVII**

### **NO STRIKE CLAUSE**

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

## **ARTICLE XVIII**

### **INSURANCE**

- 18.1 The Board agrees to maintain in effect an insurance plan for employees covered by this Agreement so long as they remain on the Keene School Board payroll. (See Appendix C attached hereto.)

## **ARTICLE XIX**

### **NOTICES UNDER AGREEMENT**

- 19.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, SAU #29, 34 West Street, Keene, NH 03431.
- 19.2 Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the President of AFSCME 2973, at AFSCME/AFL-CIO, Landmark Crossing Bldg. B Unit 2, Londonderry, NH 03053.
- 19.3 Either party, by written notice, may change the address at which future written notices to it shall be given.

## **ARTICLE XX**

### **FINAL RESOLUTION**

- 20.1 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been mutually agreed to and evidenced in writing by the parties hereto.

## **ARTICLE XXI**

### **DURATION OF AGREEMENT**

- 21.1 This Agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2012 and from year to year thereafter unless written notice of desire to terminate this Agreement is given at least ninety (90) days prior to the expiration of the Agreement or to modify this Agreement within one hundred and twenty (120) days prior to the budget submission date of this Agreement by either party to the other by registered or certified mail.

**APPENDIX A**

**DUES DEDUCTION AUTHORIZATION**

By: \_\_\_\_\_  
(Last Name) (First Name) (Middle Name)

TO: \_\_\_\_\_  
(Name of Employer) (Department)

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_, an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local No.\_\_\_\_, Council No.\_\_\_\_ The amount shall be certified by Local Union No.\_\_\_\_, Council No.\_\_\_\_ and any change in such amount shall be so certified. The amount deducted shall be paid to the President of Local Union No.\_\_\_\_, Council No.\_\_\_\_, AFSCME.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

## APPENDIX B

### SALARY SCHEDULE

| 1-Jul-08     |                |               |               |               |               |               |
|--------------|----------------|---------------|---------------|---------------|---------------|---------------|
| <u>Grade</u> | <u>Minimum</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
| Custodian    | \$12.19        | \$12.62       | \$13.06       | \$13.52       | \$13.99       | \$14.38       |
| Head         | \$13.76        | \$14.25       | \$14.74       | \$15.26       | \$15.80       | \$16.34       |
| Utility      | \$16.08        | \$16.62       | \$17.18       | \$17.74       | \$18.33       | \$18.94       |
| Trades       | \$17.74        | \$18.80       | \$19.63       | \$19.98       | \$20.28       | \$20.97       |

| 1-Jul-09     |                |               |               |               |               |               |
|--------------|----------------|---------------|---------------|---------------|---------------|---------------|
| <u>Grade</u> | <u>Minimum</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
| Custodian    | \$12.56        | \$13.00       | \$13.45       | \$13.92       | \$14.41       | \$14.82       |
| Head         | \$14.18        | \$14.67       | \$15.18       | \$15.72       | \$16.27       | \$16.83       |
| Utility      | \$16.56        | \$17.11       | \$17.70       | \$18.28       | \$18.88       | \$19.51       |
| Trades       | \$18.28        | \$19.36       | \$20.22       | \$20.57       | \$20.89       | \$21.59       |

| 1-Jul-10     |                |               |               |               |               |               |
|--------------|----------------|---------------|---------------|---------------|---------------|---------------|
| <u>Grade</u> | <u>Minimum</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
| Custodian    | \$12.84        | \$13.30       | \$13.76       | \$14.24       | \$14.74       | \$15.16       |
| Head         | \$14.50        | \$15.01       | \$15.53       | \$16.08       | \$16.64       | \$17.22       |
| Utility      | \$16.94        | \$17.51       | \$18.11       | \$18.70       | \$19.32       | \$19.96       |
| Trades       | \$18.70        | \$19.81       | \$20.68       | \$21.05       | \$21.37       | \$22.09       |

| 1-Jul-11     |                |               |               |               |               |               |
|--------------|----------------|---------------|---------------|---------------|---------------|---------------|
| <u>Grade</u> | <u>Minimum</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
| Custodian    | \$13.27        | \$13.74       | \$14.21       | \$14.71       | \$15.23       | \$15.66       |
| Head         | \$14.98        | \$15.51       | \$16.05       | \$16.61       | \$17.19       | \$17.79       |
| Utility      | \$17.50        | \$18.09       | \$18.71       | \$19.31       | \$19.95       | \$20.62       |
| Trades       | \$19.31        | \$20.46       | \$21.36       | \$21.74       | \$22.07       | \$22.82       |

## **APPENDIX B-I**

### **KEENE SCHOOL DISTRICT CLASSIFICATION OR GRADE**

#### **Trades**

Electrician  
Plumber  
Carpenter  
Control Technician

#### **Utility**

Utility Person

#### **Head**

Head Custodian  
Head Grounds person

#### **Custodial**

Custodian  
Grounds Person

Any employee assigned to work second or third shift (between the hours of 2:30 p.m. to 7:00a.m.) shall be paid a shift differential of fifteen (.15) cents per hour:

## **APPENDIX C**

### **INSURANCE**

1. For each employee electing health insurance coverage, the Board agrees to pay up to the amounts below per fiscal year (July 1–June 30) toward the cost of health insurance coverage, including the million dollar major medical rider:

Matthew Thornton HMO premium all plans:

2008-2009 90%

2009-2011 88%

2011-2012 85%

Effective with this contract the Board will no longer offer the Blue Cross/Blue Shield JWMC or the POS Plans.

The Board agrees to allow the Union to investigate alternative medical insurance and to utilize such Board contributions toward medical insurance agreeable to the Union.

2. The Board agrees to provide up to \$700 in 2008-2009, \$750 in 2009-2012, toward the cost to provide Delta Dental Plan A/B (Option 4B) with a fifty dollar (\$50) deductible. Eligibility shall be in accordance with the rules of Northeast Delta Dental.
3. Employees may select single, two (2) person, or family health and dental insurance coverage.
4. The difference between the maximum contribution set forth in (1) and (2) above and the actual cost to the Board to provide the coverage selected in (3) above will be payroll deducted during appropriate payroll period(s) by the Board.
5. The Board will pay the cost of term life insurance to each employee covered by this Agreement, including a provision for accidental death and dismemberment. Such coverage shall be one times (1X) the employee's salary rounded up to the next thousand.
6. **DISABILITY:**  
The Board agrees to provide Short Term Disability/Long Term Disability coverage for its employees according to the policy approved by SAU #29 from time to time, provided nevertheless, the level of benefits for employees shall not be reduced without the prior consent of the Union.
7. The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Appendix C, including the right to self-insure; however, the Board shall not have the right to diminish any of the benefits provided herein.

The Union agrees to join with the Board in the exploration of alternative health plans. The goal is to find mutually agreeable opportunity to provide comparable health coverage with no reduction in benefits or better health care coverage to Union members. Any such change may be made mid-term to this Agreement through a ratification process. Should no mutually agreeable proposed change be found, health care coverage shall continue as outlined above. The parties further agree all economic changes shall be subject to the customary rules of bargaining.

## **APPENDIX D**

The parties agree that, effective July 1, 1991, payroll deductions for health and dental insurance will be taken on a pre-tax basis.

The parties agree that any deductions made by the District from the compensation of the employee which results from District error and which exceeds the amount actually authorized for deduction by the employee, shall be refunded to the employee.

## **APPENDIX E**

### **AGREEMENT**

This agreement is dated January 7, 2000, and is intended to resolve a grievance filed by Keene Custodians AFSCM.E local 2973. For background, reference is made to the Step 3 filing dated October 15, 1999, and the Step 3 response dated November 9, 1999. At issue is “empty shift” coverage, namely short-term coverage for a building (Grade 3) custodian who has called in sick or is otherwise absent from duty for a short term.

1. The Director of Buildings and Grounds and/or the Supervisor of Custodial Services shall determine the desired coverage for the empty shift, namely whether a full replacement shift is desirable or some lesser temporary coverage. In certain circumstances, depending upon use of the building, it may be determined that no coverage is required.
2. The first call for the replacement shall be “in-building.” In other words, the custodian(s) who is/are also assigned to the building of absent custodian will be asked to provide the desired coverage. In buildings with more than two (2) custodians, the rotation shall be by seniority. If the requested replacement coverage is four (4) hours or greater, a custodian’s unavailability for any reason, including inability to contact the custodian, shall put the unavailable custodian at the bottom of the rotation list for the next “in building” call.
3. If coverage is unavailable “in building,” the next attempt to obtain a replacement will be by way of a “master list.” The master list is a list of Grade 3 custodians willing to work overtime at each building in the District. Changes to the list can be directed to the Director or Supervisor at any time by a union steward, and the changes shall be reflected in the rotation as soon as may be fairly accomplished within the reasonable discretion of the Director or Supervisor.
4. If the requested replacement coverage is four (4) hours or greater, a custodian’s unavailability for any reason, including inability to contact the custodian, shall put the unavailable custodian at the bottom of the rotation list for the next “master list” call. If the requested replacement coverage is 4 hours or greater, master listed custodian specifically rejects the opportunity cover an. empty shift upon three consecutive requests (inability to contact the custodian shall not be a specific rejection), then such custodian shall be removed from the master list. By written request submitted to the Director of Buildings and Grounds (with a copy submitted by the custodian to the Supervisor of Custodial Services), a custodian so removed from the list may be re-added to the list (at the then-bottom of the rotation) no sooner than six (6) months from the rejection.
5. If coverage is unavailable by way of the master list, the Director or Supervisor may then seek replacement coverage from temporary replacements outside the bargaining unit.
6. The rotation as it may occur on each “in building” list does not change the rotation on the “master list.”
7. If the Director or Supervisor become aware of an empty shift one (1) hour or less prior to the start of the shift, the Director or Supervisor may choose to obtain a replacement by whatever method is most convenient, not necessarily adhering to either the ordered procedure set forth in this agreement and/or the rotation of either list. However, if the rotation list is chosen in such

circumstances, then the rotation schedule shall be adjusted accordingly.

8. The Director or Supervisor shall maintain a logbook with respect to administration of this agreement, and shall maintain brief notations within the log as to compliance with this agreement. The notations shall briefly indicate, for instance, the effort made to contact the custodian next-up on the list; and whether the custodian was unavailable or specifically rejected covering the empty shift or accepted it.
9. It is foreseeable that time constraints and/or communication hassles could result in unintended errors in the administration of the two lists. No grievance shall be filed for good faith administration of this agreement, including that no payment remedy shall result to a custodian who misses an overtime opportunity as a result of an unintended error, but the error shall be rectified, if possible, in the rotation as soon as this may be fairly accomplished within the reasonable discretion of the Director or Supervisor.