

**AGREEMENT**

**BETWEEN**

**MILFORD EDUCATIONAL PERSONNEL ASSOCIATION**

**AND**

**MILFORD SCHOOL BOARD**

**EFFECTIVE**

**JULY 1, 2013**

**THROUGH**

**JUNE 30, 2016**

## **ARTICLE I**

### **AGREEMENT**

THIS AGREEMENT made and entered on this X X, 2013 by and between the Milford School Board, hereinafter referred to as the "Board," "Employer," or "District" and the Milford Educational Personnel Association, NEA-NH, hereinafter referred to as the "Union" or "Association."

## **ARTICLE II**

### **RECOGNITION**

- Section 1. The Board recognizes the Milford Educational Personnel Association, NEA-New Hampshire as having been certified by the New Hampshire Public Employee Labor Relations Board, pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all Custodians, Maintenance and Groundskeeper personnel. Excluded: Director of Buildings and Grounds ("Director").
- Section 2. The above section shall not prejudice either party's position in petitioning for modification of the bargaining unit before the New Hampshire Public Employee Labor Relations Board.
- Section 3. Unless otherwise indicated, in the Agreement, the term "Employee" when used hereinafter shall refer to all members of the above defined bargaining unit.
- Section 4. The parties acknowledge that persons in temporary status, those employed seasonally, irregularly or on call are excluded from coverage under this collective bargaining agreement.

## **ARTICLE III**

### **NEGOTIATIONS PROCEDURE**

- Section 1. The parties agree that negotiations for any successor to this Agreement shall be conducted pursuant to RSA 273:A, that such negotiations will be in good faith, and that either party may request to start the negotiations process at any time after May 1 of the year prior to the last year of the existing Agreement. By October 15, the parties shall meet to exchange proposals. The parties shall make every effort to secure funds necessary to implement said Agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations in accordance with the provisions of this Agreement.
- Section 2. Each party shall make proposals, counterproposals and exchange data in an effort to reach an accord on all issues raised with respect to terms and conditions of employment.
- Section 3. Any agreement reached shall be reduced to writing and signed by the Board and the Association.
- Section 4. If any agreement is not reached by December 1 preceding the termination date of any year, either party may declare an impasse pursuant to RSA 273-A:12. Costs for retention of a neutral shall be borne equally.

Section 5. Either party may, if it desires, utilize the services of outside consultants.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS**

Section 1. The Association shall have the right to use school facilities for meetings and school equipment, when such equipment and facilities are not otherwise in use. Notice for the use of buildings will be made to the Principal in advance and such use will not interfere with the working responsibilities of bargaining unit members. The Association shall pay for the cost of all materials and supplies incident to such uses and shall be responsible for the proper operation of all such equipment.

Section 2. The Association may post notices of its activities and matters of employee concern in employee work locations; except that such notices shall not be posted in areas in which students have access to such information. The Association shall also have the right to use the school interoffice mail and e-mail to distribute Association materials.

Section 3. Association officers or their designees, during working hours and without loss of time or pay, may represent employees and investigate and present grievances to the employer.

Section 4. Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

Section 1. Except to the extent that there is contained in this agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Board are retained and reserved exclusively to the Board including, but not limited to, the right to manage the affairs of the District and to maintain and improve the efficiency of its operations; to determine methods, means, process and personnel by which operations are to be conducted; to determine the size and direct the activities of the work force; to determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, continue and divide existing job classifications for all jobs, to require from each employee the efficient utilization of his/her services; to hire, promote, assign and retain employees, to discipline, suspend, demote and discharge employees, to promulgate and support reasonable rules and regulations pertaining to the operations.

Section 2. The exercise of the management rights and responsibilities of the Board set forth hereby, except discharge, shall not be subject to the grievance procedures set forth in this agreement, except that where a management right is specifically required to be exercised in accordance with a specified procedure as provided in this agreement, grievance alleging a failure to comply with such procedure will be subject to Grievance Article XXV of this Agreement.

## ARTICLE VI

### NON-DISCRIMINATION

Section 1. The Board and the Union agree not to discriminate in any way against employees covered by this Agreement on the basis of any classes protected by State or Federal law.

Section 2. The Board and the Union agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

## ARTICLE VII

### GRIEVANCE PROCEDURE

Section 1. Definition

A "grievance" is a complaint by an employee or employees or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.

Section 2. Purpose

The parties acknowledge that it is more desirable for an employee and Director to resolve problems through free and informal communications. Grievances, which are not satisfactorily settled in an informal way, shall be reduced to writing (see appendix B) and referred to the following formal grievance procedure.

Section 3. An employee covered by this Agreement shall have the right to have a Union representative present at any step of the grievance procedure.

Section 4. The written grievance shall detail the article(s)/section(s) of the Agreement alleged to have been violated. It shall also set forth names, dates, and any other related facts, which will provide a sound basis for a complete understanding of any such grievance. No grievance shall be considered under this procedure unless it is filed by an employee of the unit (including also the President of the Local or Chairman of the Grievance Committee) and a notice of the same is given to the administration within fifteen (15) work days following the known occurrence of the facts which give rise to the grievance.

Section 5. Formal Procedure

Level I - Within seven (7) workdays of receipt of a formal grievance, the Director shall meet with the aggrieved employee. Within five (5) workdays following such meeting, the Director shall give his/her answer in writing. If the grievance is not settled at this Level, then it may be referred to Level 2 within seven (7) workdays of the receipt of any answer given at this Level.

Level II - Within seven (7) workdays of a grievance being referred to this Level, the Superintendent or his/her designee will meet with the participants from Level I and examine the facts of the grievance. The Superintendent shall give his/her answer in writing within seven (7) workdays of any such meeting. If the Superintendent's answer fails to resolve the grievance, then the Association may within seven (7) work days refer the matter to the School Board.

Level III - The Board shall schedule and conduct a hearing within thirty (30) calendar days after the grievance is referred to them. The scope of the Board's authority shall be limited to interpretation and application of the terms of this agreement. The Board does not have any power to add or subtract from, alter, or modify any of the said provisions of this Agreement. The Board shall render its decision within fifteen (15) calendar days of the hearing.

Level IV - If the matter is referred to arbitration by the Association, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to do so within ten (10) work days of the Association's request for arbitration, then either party shall apply to the Public Employee Labor Relations Board (PELRB) to name an arbitrator under the rules and procedures of the PELRB. The arbitrator shall use his/her best efforts to arbitrate the grievance, including matters of procedural and substantive arbitrability, but he/she shall have no power to add to or subtract from, alter, or modify any of the provisions of this Agreement. The arbitrator shall thereafter submit a written decision to both parties. The arbitrator's decision shall be an advisory recommendation to the parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

Section 6. Time periods specified in this procedure may be extended by mutual agreement.

Section 7. 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 of the grievant to timely file at the next step of this procedure shall result in the grievance being resolved based on the decision rendered at the level of the last hearing.

## **ARTICLE VIII**

### **NO STRIKES**

Section 1. During the term of this contract, the Association agrees not to participate in or condone any strike, slowdown, or refusal as a job action to perform required duties by members of this bargaining unit.

Section 2. Strikes and other forms of job action by public employees are unlawful. The Board shall be entitled to petition the superior court for a temporary restraining order, pending a final order of the PELRB under RSA 273-A:6 for a strike or other form of job action in violation of the provisions of RSA 273-A and may be awarded costs and reasonable legal fees at the discretion of the court.

## **ARTICLE IX**

### **PAYROLL DEDUCTIONS**

Section 1. The Board agrees that upon receipt of written authorization signed by the employee, the Board will deduct from the regular salary check of such employee an amount specified by the Association to provide payment of dues for membership in the Milford Educational Personnel Association, NEA-New Hampshire. The Board further agrees to forward said moneys to the treasurer of the Association within seven (7) days of said deduction. The parties agree that once the dues have been deducted and paid over to the Association, all further responsibility on the part of the Board for said funds shall cease and the Association agrees that the Board and/or its officers shall have no further liability with regard to the same.

Section 2. Each employee who, on the effective date of this Agreement, is a member of the Association, and each employee who becomes a member after that date shall continue his/her membership for the duration of this Agreement provided, however, that an employee may at his/her discretion and in writing withdraw his/her membership from the Association within thirty (30) calendar days of each anniversary date of the contract. The Association will post notice of each anniversary date thirty (30) calendar days before such date.

Section 3. The Board agrees to deduct from employees authorized moneys to be promptly transmitted to annuity companies, credit unions and banks.

## **ARTICLE X**

### **PERSONNEL FILES**

Section 1. All personnel records of bargaining unit employees shall be considered confidential. They shall not be open for public inspection. The Superintendent and his/her designees shall take the necessary steps to safeguard against unauthorized use of all confidential material. Access to the file shall be available to the employee and, at the employee's option, a representative of the Union.

Section 2. An employee's personnel file shall consist of an employee's completed job description, personal and professional references, work related health records, the annual notice of employment, all performance evaluation forms completed by supervisory personnel and communicated to the employee, and other pertinent classification material.

Section 3. No material will be placed in an employee's personnel file without written notification to the employee. The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall become a part of the employee's file.

## ARTICLE XI

### HOURS OF WORK AND OVERTIME

- Section 1. Employees may leave the premises during their lunch/dinner time, but shall sign out and in when leaving and returning from said lunch/dinner.
- Section 2. Daily and weekly schedules shall be determined and approved by the Director and reviewed by the Superintendent of Schools or his/her designee.
- Section 3. The normal workday for custodial and maintenance/grounds personnel shall be eight (8) hours. During faculty/student vacations employees may, by mutual agreement between the employee and the Director, be permitted to flex their hours.
- Section 4. All Buildings & Grounds staff are considered essential personnel and are expected to work all regularly scheduled work hours & days, including instances when buildings are closed due to inclement weather or other extenuating circumstances as determined by the Superintendent, unless as otherwise directed by the Director. Buildings & Grounds staff required to work when the buildings are closed will be paid at time and a half for the actual time worked and straight time for regular hours not worked if hours actually worked is less than the regular work day's hours. Only those hours actually worked, plus any regular hours paid to cover the balance of a full work day, will be counted towards hours worked for the purpose of calculating overtime in accordance with Section 6 in this Article.
- Section 5. Employees who are required to work on a recognized holiday shall, in addition to holiday pay at their regular rate of pay, be paid double time for all hours worked on the holiday.
- Section 6. Hours worked in excess of forty (40) in a week or eight (8) hours in a day shall be compensated at one and one-half (1.5) times the employee's regular rate of pay.
- Section 7. Paid holidays and bereavement leave shall count towards hours worked for computing overtime pay. Vacation time shall also count towards hours worked for computing overtime pay if the vacation time has been approved in writing prior to the overtime hours worked.
- Section 8. An employee may request comp time in lieu of overtime pay. Requests shall be made in advance to the Director prior to time card approval. Compensatory time shall be computed at time and one-half or double-time, whichever is applicable. Compensatory time shall be taken in one (1) hour increments within thirty (30) days following its accumulation and shall be approved in advance by the Director. In a case where compensatory time usage can not be accommodated by the Director within thirty (30) days of the accrual, an extension of fifteen (15) days will be granted for an employee to either use the compensatory time or receive overtime pay.
- Section 9. Any employee called back to work outside his/her normal work hours shall receive a minimum of two (2) hours pay or for the time worked, whichever is greater. Any employee called back to work to open/close a building shall receive a minimum of one (1) hour compensation to open and one (1) hour compensation to close the building, or the actual time work, whichever is greater.
- Section 10. All employees will be entitled to one fifteen (15) minute paid break per four hours work, approximately midway during the four (4) hour period.

Section 11. Each employee working four (4) or more consecutive hours will have an unpaid lunch or dinner break of at least thirty (30) minutes duration.

Section 12. Overtime will be distributed equally, to the extent possible, amongst those employees desiring to work overtime. Overtime may be required as needed although the preference of employees not to work overtime will be given consideration. The Director shall determine when overtime is required. Alternative means of covering vacancies may be utilized.

## **ARTICLE XII**

### **EMPLOYEE STATUS**

Section 1. The Employer and Association recognize the following categories of employees:

**Full time:** An employee who is employed at least thirty (30) hours per week, 52 weeks per year.

**Part time:** An employee who is employed fewer than thirty (30) hours per week or fewer than 52 weeks per year.

**Probationary:** An employee who is employed to fill a full or part-time position for trial period of ninety (90) work days.

**Temporary:** An employee who is employed to fill a full or part-time position while a regular employee is absent on approved leave. It is expressly understood and agreed that an individual temporary employee shall be prohibited from filling a bargaining unit position for a period in excess of the probationary period as above defined.

**Seasonal:** An employee who is employed for tasks or projects unique to a time of year or short term objectives to be accomplished in a few days or weeks.

**Substitute:** An employee who works incidental hours without the expectation of a regular schedule. The need for such employees may be unplanned and the opportunities for work sporadic.

## **ARTICLE XIII**

### **JOB DESCRIPTIONS**

Representatives of the Union and the Employer shall meet from time to time and review bargaining unit job descriptions with the Employer seeking input from employees. However, management shall retain final authority for the approval of such job descriptions.

## **ARTICLE XIV**

### **EVALUATION**

Section 1. The parties recognize that employee evaluation is a supervisory function and a term and condition of employment.

Section 2. An employee shall be given a copy of any evaluation report prepared by his/her evaluators before a conference is held to discuss it or it is placed in the employee's personnel file. A conference to discuss the report shall occur upon the request of either the employee or the Director. The employee's signature on the report shall indicate only that the report has been read by the employee and in no way indicates agreement with its contents. The employee may write any comments or a rebuttal to his/her evaluation report, which shall be attached to the report and placed in the employee's personnel file.

## **ARTICLE XV**

### **VACANCIES, TRANSFERS, AND PROMOTIONS**

Section 1. Vacancy shall be defined as a newly created position or a present position that is not filled.

Section 2. All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) workdays. Said posting shall contain the following information:

- a. Job Title
- b. Location of Work
- c. Rate of Pay

Section 3. Promotion and transfer is subject to approval by the Superintendent of Schools and will be granted only upon written and documented recommendation by the Director and only to positions which are vacant.

Section 4. Any employee asked by the Director to temporarily assume the duties of another employee will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as a result of any temporary change of duties.

Section 5. In the event an employee is promoted to another position in the bargaining unit, the Superintendent of Schools/designee, at his/her sole discretion, may, within the probationary period from the date of promotion, transfer the employee back to the employee's former position or to another position which is the same level and pay rate as the position from which the employee was first promoted provided such a position exists, if the Superintendent/designee determines the employee to be not adequately qualified for the promotion. When practicable, and if requested by the employee within the probationary period, a promoted employee may be returned to his/her former position if it is available by reason of it not being filled by the Superintendent/designee.

## **ARTICLE XVI**

### **SENIORITY**

- Section 1. Seniority shall be defined as the length of service within the District in any position now in the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work, casting lots shall determine position on the seniority list.
- Section 2. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- Section 3. The Employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared within thirty (30) days after the effective date of this Agreement with revisions and updates prepared annually and furnished to the Association.
- Section 4. Seniority shall be lost by an employee upon termination, resignation, retirement, promotion or transfer to a non-bargaining unit position.

## **ARTICLE XVII**

### **APPOINTMENT**

- Section 1. Appointment to any position is subject to approval by the Superintendent of Schools or his/her designee.
- Section 2. All new, returning, and re-classified personnel shall be given a notice of employment, a copy to be filed in the employee's official personnel folder, stating the employee's classification and rate of pay.

## **ARTICLE XVIII**

### **PROBATIONARY EMPLOYEES**

- Section 1. Each employee shall be required to successfully complete a probationary period of ninety (90) days.
- Section 2. During the probationary period, employees shall be covered by all provisions of this agreement unless otherwise specified.
- Section 3. The probationary period shall be utilized for closely observing the employee's work performance. Notwithstanding Section 2 of this article, during the probationary period, an employee may be terminated and he/she shall have no recourse under this collective bargaining agreement.

## **ARTICLE XIX**

### **RETIREMENT**

All employees meeting the eligibility requirements of RSA 100-A shall be covered under the New Hampshire Retirement System.

## **ARTICLE XX**

### **TERMINATION AND SUSPENSION**

Section 1. Termination from any position is subject to approval by the Superintendent of Schools and will be granted only upon the recommendation of the Director or his/her designee. The Superintendent of Schools shall provide a two (2) week written notice of termination to every employee who has been terminated.

Section 2. All employees shall furnish the Director with written notice of intent to terminate at least two (2) full weeks prior to the date of termination.

Section 3. The specific grounds forming the basis of any unpaid suspension or discharge shall be provided to the employee in writing.

## **ARTICLE XXI**

### **REDUCTION IN FORCE**

Section 1. Layoff shall be defined as a reduction in the work force occasioned by any reason other than the voluntary termination or discharge (for disciplinary or performance reasons) of employees.

Section 2. The Board determines, in accordance with RSA 273-A:1 XI, when and to what extent a layoff is necessary, however affected employees will be provided with at least a three (3) week notice of such actions. The Board will make every reasonable effort to reduce the impact of a reduction in force on the current staff by absorbing as many positions as possible through attrition (retirement, resignations and leaves).

Section 3. Laid off employees are eligible to continue participation in the District's health insurance program at their own expense, and to the extent provided under the law (COBRA).

## **ARTICLE XXII**

### **VACATION**

Section 1. Full-time regular employees with less than five (5) years accrue at .833 days for each month worked up to a maximum of ten (10) days.

Full-time regular employees with more than five (5) years accrue at 1.25 days for each month worked up to a maximum of fifteen (15) days.

Full-time regular employees with more than ten (10) years accrue at 1.67 days for each month worked up to a maximum of twenty (20) days.

Full-time regular employees with more than fifteen (15) years accrue at 2.083 days for each month worked up to a maximum of twenty five (25) days.

Section 2. The anniversary date of full-time employment in the bargaining unit shall be used to calculate an employee's length of service for purposes of vacation earning level.

Section 3. Any employee may request that his/her vacation be staggered throughout the school year; however, if this does not conform to the required work schedule, the Director may request the employee to take his/her vacation at a time convenient to work requirements of the School District.

Section 4. If there is a conflict among the employees requesting vacation the first leave form submitted will be honored.

Section 5. Requests for the use of vacation time shall be submitted to the Director at least two (2) weeks in advance of requested usage. When possible, requests for vacation for the summer months shall be submitted to the Director by June 1<sup>st</sup>. Management has the right to deny / grant vacation.

Section 6. Upon termination, an employee shall be paid for all unused vacation time based upon his/her rate of pay at termination. An employee with fifteen (15) years of service or less in the District may cash out up to ten (10) days of accumulated vacation time at the end of each fiscal year with the proceeds to be deposited in a qualified retirement account to be established by the District. An employee with more than fifteen (15) years of service in the District may cash out up to fifteen (15) days of accumulated vacation time at the end of each fiscal year with the proceeds to be deposited in a qualified retirement account to be established by the District.

A maximum of fifteen (15) unused, accrued vacation days may be carried over from one fiscal year to the next.

Section 7. The Superintendent's office will report to the employees their full-time employment anniversary dates, rate of vacation accrual, and the number of days accumulated, to date, by each employee.

Section 8. An employee needing time off may request an adjustment of his/her work schedule to make up the time within the pay week or use vacation leave to the extent available or elect a deduction in pay to cover the absence. Approval by the Director is required regardless of the requested alternative.

## **ARTICLE XXIII**

### **HOLIDAYS**

- Section 1. Employees shall be entitled to full pay for recognized holidays identified each year by the Superintendent of Schools.
- Section 2. To be eligible for holiday pay, an employee must work the scheduled work day prior to the holiday and the scheduled work day following the holiday unless otherwise authorized by the Director. Approved sick leave, bereavement leave, vacation leave, and personal leave will not be used to negate holiday pay.

## **ARTICLE XXIV**

### **PAID LEAVE**

#### **SICK LEAVE**

- Section 1. Leave with pay, will be granted due to personal or family illness or disability within the limits of available accrued sick leave time. For the purposes of this paragraph, the term “family” shall mean a mother, father, spouse, son or daughter of the employee. A doctor’s certificate may be required upon an employee’s return from an absence. One day will be granted up front to each staff member eligible for sick time in July of each year. Then additional sick leave will be earned at the rate of one (1) day (based on normally scheduled hours per day) per calendar month for full-time employees and part-time employees normally scheduled to work 52 weeks a year. Part-time employees scheduled to work less than 52 weeks a year and temporary employees are not eligible for sick leave.
- Section 2. Employees are responsible for contacting the Director/designee as soon as practically possible, preferably before the start of their work day, whenever s/he cannot come to work due to an illness.
- Section 3. Leave in excess of three (3) consecutive days should be reported by the Director to the Human Resources Coordinator at the Superintendent’s Office.
- Section 4. Sick leave may be used in half day or four (4) hour increments.
- Section 5. An employee’s sick leave accumulation will be limited to a maximum of ninety (90) workdays.
- Section 6. If an employee has more than the number of days necessary to cover the period between the beginning of his/her absence and the on-set of disability insurance he/she may use the additional sick leave days/hours to supplement the disability benefit up to an amount equal to full pay.
- Section 7. Full time employees who have accrued the maximum number of sick days (90) at the start of the fiscal year and who have nine (9) or more unused sick days during the fiscal year, shall be paid the sum of three hundred dollars (\$300) before July 31<sup>st</sup> of the following fiscal year.

Section 8. Any employee, upon termination, who has fifteen (15) consecutive years of service to the District and is eligible for retirement, shall be compensated for all accumulated sick days. Such compensation shall be equal to forty percent (40%) of the employee's per diem pay for each day of said employee's accumulated sick days to a maximum of ninety (90) days and paid to the employee within thirty (30) days of the last day of employment.

### **PERSONAL LEAVE/EMERGENCY**

Section 10. Up to three (3) days of personal leave (non-accumulative) during a fiscal year may be granted, with pay, upon the recommendation of the Director and the approval of the Superintendent of Schools. Such request shall be submitted, in writing, at least one (1) week in advance unless an emergency occurs where a one (1) week notice is impossible.

Section 11. Reasons for this leave will be for personal or legal business, household or family matters which cannot be accomplished outside the normal workday. Unused personal leave shall be paid to the bargaining unit member by July 15<sup>th</sup> of each year based upon one half their hourly rate of pay as of June 30 of the year the personal days were accrued.

Section 12. If the Director has a question regarding the legitimate use of personal/emergency leave he/she may request documentation, within a week following an employee's return to work, to support the leave. If the employee does not provide the requested documentation for the absence, up to three (3) days allowed, will be charged to accumulated sick leave.

### **BEREAVEMENT LEAVE**

Section 13. Up to three (3) days bereavement leave during the fiscal year shall be granted with pay to any full time employee who requests such leave for each occurrence of a death in the employee's or employee's spouse's immediate family. "Immediate family" shall mean husband, wife, son, daughter, father, mother, brother, sister, grandparent or grandchild of the employee, or any person living in the household of the employee.

Up to one (1) day bereavement may be granted with advance approval of the Superintendent for the purpose of attending the funeral or memorial service of an individual other than a member of the employee's immediate family.

### **JURY LEAVE**

Section 14. If a full-time employee is called for jury duty during his/her working hours or is required by subpoena to appear during his/her work hours in any judicial or administrative matter, the District shall pay the difference between gross jury pay or witness fee and the employee's regular base pay. The employee shall turn the jury pay or witness fee over to the District and the District shall pay the employee his or her regular wages. Part-time employees shall also be paid the difference between the jury pay or witness fee and their regular base pay provided the part-time employee does not receive jury pay from another employer. If the employee completes said jury duty or other appearance with two (2) or more hours remaining on his or her regularly scheduled shift, he or she shall report to work for the remainder of the shift.

## **ARTICLE XXV**

### **FAMILY MEDICAL LEAVE ACT**

- Section 1: Subject to the definitions and requirements provided in the School District's Family and Medical Leave Act (FMLA) Policy dated August 15, 1994, an eligible employee will be granted up to twelve (12) work weeks of unpaid family or medical leave during any twelve (12) month period for those events covered by the FMLA.
- Section 2: The employee must request leave by contacting the Superintendent's Office thirty (30) days in advance when the leave is foreseeable. If the leave was not foreseeable, the employee must provide as much notice as practicable. When permitted by law, the employee shall substitute paid leave under School District policy for unpaid FMLA leave.
- Section 3: The employee may elect to continue health, dental and life insurance during the period of such leave and, with some exceptions, is entitled to return to the same or equivalent position upon completion of the leave.
- Section 4: Nothing contained herein shall be interpreted to deny any employee rights under the Family Medical Leave Act or this Collective Bargaining Agreement.

## **ARTICLE XXVI**

### **BENEFITS**

Section 1. HEALTH INSURANCE

Any full-time employee of the Milford School District, who was hired in a position covered by this Agreement, may choose from any available option under the SchoolCare Health Insurance Plan for either single, two-person, or family coverage. Regardless of the option chosen, the District's premium contribution towards the elected coverage will be equal to eighty-five percent (85%) of the HMO plan in year 1 of the agreement (2013-2014), eighty-four percent (84%) of the HMO plan in year 2 (2014-2015), and eighty-three percent (83%) of the HMO plan in year 3 (2015-2016).

Upon providing proof of alternative coverage from outside the District, the District will pay a full-time employee who is covered under this Agreement, electing no health insurance coverage through the District, an annual payment equal to seventeen percent (17%) of the health insurance plan for which he is eligible, to be evenly distributed over the pay schedule then in place. Any full-time employee covered by this Agreement hired after the start of the school year who elects not to take the health insurance offered by the District, upon receipt of proof of alternative coverage, will receive a pro-rated amount of the buyout based on the number of months of employment with the District in the first year of employment.

If both husband and wife are employed in any full-time position in the District, one hundred percent (100%) of the total premium cost for health insurance will be paid for one employee's election only. The non-electing spouse will not be eligible for any buyout noted above.

Section 2. DENTAL INSURANCE

Any full-time employee of the Milford School District, in a position covered by this Agreement, may choose to elect the dental coverage offered by the District provided by Delta Dental (plan Option 3). The District's premium contribution towards the elected coverage will be equal to seventy-five percent (75%) of the plan.

If both husband and wife are employed in any full-time position in the District, one hundred percent (100%) of the total premium cost for dental insurance will be paid for one employee's election only.

Section 3. TERMINATION OF BENEFITS

An employee's benefits under this Article shall expire on the last day of the month in which he terminates his contractual obligation or is terminated during the fiscal year. Employee will be responsible for the employee's share of the premium through termination of coverage.

Section 4. LIFE INSURANCE

During the term of this Agreement, the School District will pay 100% of the premium cost of group term life insurance and Accidental Death & Dismemberment (AD&D) to an amount equal to the nearest \$1,000 of their annual salary for all full-time employees covered by this agreement.

During the term of this Agreement, the School District will make supplemental life insurance available to full-time employees covered by this agreement. Supplemental life insurance will be available for purchase in increments of one times (1x) salary rounded to the nearest \$1,000, to a maximum of five times (5x) salary or \$500,000, whichever is less. Evidence of insurability may be required for any new or increased elections. Employees will be responsible for 100% of the premiums.

Section 5. LONG-TERM DISABILITY

During the term of this Agreement, the School District will pay 100% of the premium for a group Long-Term Disability plan for all full-time employees covered by this agreement.

Section 6. FLEXIBLE BENEFITS

The School District will establish a Section 125 premium conversion account as well as medical/dental and dependent care employee reimbursement account. The employee contribution limit for the medical/dental account is set at two thousand dollars (\$2,000). The employee contribution limit for the dependent care account is set at the statutory limit of five thousand dollars (\$5,000) If the statutory limits are reduced below the amounts stated herein for these accounts, the limits will be the statutory limits.

Section 7. PPACA

The parties acknowledge that the Patient Protection and Affordable Care Act of 2010, as amended (PPACA), imposes a number of requirements and penalties related to health care plans and sponsors. Because the PPACA regulations are not yet issued in final form, and many questions remain with respect to eligibility, coverage, penalties and exchange rules, the Employer may request to open negotiations on health insurance matters covered under this Agreement that have been specifically impacted by the PPACA regulations and have been found to be in violation of the law or the PPACA regulations. Should the Employer decide to re-open negotiations, it will provide the other party thirty (30) days prior written notice of such intent.

Section 8. The District shall provide at no cost Hepatitis B immunization.

Section 9. The District shall reimburse employees up to \$50.00 per year for appropriate work-related footwear. Employees who do not seek reimbursement shall be allowed to submit up to \$100 in the subsequent year. This reimbursement would only apply from one year to the next and would not be cumulative beyond \$100.

## **ARTICLE XXVII**

### **STABILITY OF AGREEMENT**

If any provisions of this Agreement are found contrary to law, then such provision shall not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties agree to promptly meet to re-negotiate any provisions declared invalid.

## **ARTICLE XXVIII**

### **EFFECT OF AGREEMENT**

Section 1. This instrument constitutes the entire Agreement of the Board and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in the Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. The foregoing waiver of the obligation to bargain may be superseded by mutual agreement of the parties.

Section 3. All employees shall comply with School Board Policies and State and Federal regulations.

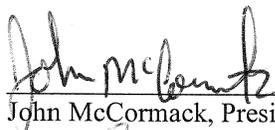
**ARTICLE XXIX**

**DURATION**

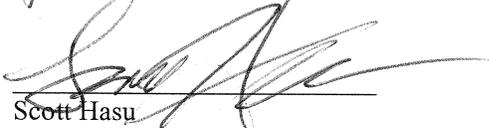
This Agreement shall become effective as of July 1, 2013 and shall expire at midnight on June 30, 2016.

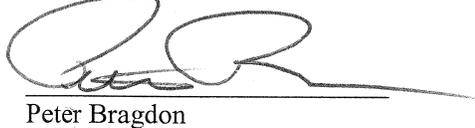
For the Milford Educational  
Personnel Association

For the Milford School Board

  
John McCormack, President

  
Paul Dargie, Chairman

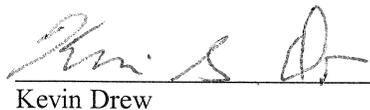
  
Scott Hasu

  
Peter Bragdon

  
Ernest Ross

  
Robert Willette

  
Len Mannino

  
Kevin Drew

3/18/13  
Date

3/18/13  
Date

## Appendix A

### Salaries

Initial hourly rate assignment for group members hired on or after July 1, 2011 will be at the discretion of the Superintendent. Initial salary for any new hire will not exceed the lowest hourly rate for an existing employee in the same classification.

The premium for assistant lead custodians will be \$.50 per hour. The premium for maintenance/groundskeepers will be \$2.00 per hour. The premium for lead custodians will be \$3.00 per hour.

There is no cost of living adjustment in year one of the agreement (2013-2014). The base hourly wage will increase by a two percent (2%) cost-of-living adjustment effective on July 1, 2014 for the 2014-2015 school year, a two percent (2%) cost-of-living adjustment effective on July 1, 2015 for the 2015-2016 school year.

The longevity amount for those hired prior to July 1, 2013 will be \$.70 per hour, payable in 5-year increments as follows:

Rate Commencing	Longevity
July 1 <sup>st</sup> after 5 years service	\$.70/hr additional (base rate plus \$.70/hr)
July 1 <sup>st</sup> after 10 years service	\$.70/hr additional (base rate plus \$1.40/hr)
July 1 <sup>st</sup> after 15 years service	\$.70/hr additional (base rate plus \$2.10/hr)
July 1 <sup>st</sup> after 20 years service	\$.70/hr additional (base rate plus \$2.80/hr)
July 1 <sup>st</sup> after 25 years service	\$.70/hr additional (base rate plus \$3.50/hr)
July 1 <sup>st</sup> after 30 years service	\$.70/hr additional (base rate plus \$4.20/hr)
July 1 <sup>st</sup> after 35 years service	\$.70/hr additional (base rate plus \$4.90/hr)

The longevity amount for those hired on or after July 1, 2013 will be \$.35 per hour, payable in 5-year increments starting after 10 years of service as follows:

Rate Commencing	Longevity
July 1 <sup>st</sup> after 10 years service	\$.35/hr additional (base rate plus \$.35/hr)
July 1 <sup>st</sup> after 15 years service	\$.35/hr additional (base rate plus \$.70/hr)
July 1 <sup>st</sup> after 20 years service	\$.35/hr additional (base rate plus \$1.05/hr)
July 1 <sup>st</sup> after 25 years service	\$.35/hr additional (base rate plus \$1.40/hr)
July 1 <sup>st</sup> after 30 years service	\$.35/hr additional (base rate plus \$1.75/hr)
July 1 <sup>st</sup> after 35 years service	\$.35/hr additional (base rate plus \$2.10/hr)

**Appendix B  
Grievance Report Form**

Grievance No. \_\_\_\_\_

Milford School District

To: \_\_\_\_\_

Complete in triplicate with copies to:

Director of Buildings and Grounds

1. Director of Buildings and Grounds
2. Superintendent
3. Union

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

**Level I**

Date of Grievance: \_\_\_\_\_

1. Statement of Grievance (be sure to detail the article(s), section(s) of the Agreement alleged to have been violated and the names, dates and other related facts to which will provide a sound basis for a complete understanding of the grievance.)
  
2. Relief sought:

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Union Rep: \_\_\_\_\_ Date: \_\_\_\_\_

Answer given by the Director of Buildings and Grounds: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Director of Buildings and Grounds: \_\_\_\_\_

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

**Level II**

Date received by Superintendent (or designee): \_\_\_\_\_

Answer given by Superintendent (or designee):

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_  
(or designee)

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**Level III**

Date received by the School Board: \_\_\_\_\_

Answer given by the School Board:

Signature of School Board Chairperson: \_\_\_\_\_

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