

# **AGREEMENT BETWEEN**

**TIMBERLANE REGIONAL SCHOOL BOARD**

**AND**

**TEAMSTERS LOCAL #633**

**(Administrative Assistants/Secretaries and  
Skilled Maintenance Employees)**



**JULY 1, 2023 - JUNE 30, 2026**

## **ARTICLE 1**

### **RECOGNITION**

The Timberlane Regional School District ("District") recognizes Teamsters Local #633 of New Hampshire ("Union") as the exclusive representative of the bargaining unit described in PELRB Decision No. 2019-295.

## **ARTICLE 2**

### **JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD**

#### **[2.1] BOARD AUTHORITY**

The Union agrees that, except as specifically abridged or limited by the provisions of this Agreement or any agreement that may hereafter be made, all of the rights, powers and authority of the Board and its agents to manage, direct or supervise all of the operations of the Timberlane Regional School District and its employees in all its phases and details shall be retained by the Board and its agents and the exercise of any such rights as set forth in this Article shall not be subject to the grievance or arbitration provisions of this Agreement. The District reserves the right to adopt reasonable rules and policies not inconsistent with the express terms of this Agreement.

#### **[2.2] RESERVATION OF AUTHORITY**

The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him, and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

## **ARTICLE 3**

### **NEGOTIATION PROCEDURE**

#### **[3.1] NOTICE OF INTENT TO NEGOTIATE**

Should either party desire to negotiate a new schedule of salaries and salary related employee benefits for the school year following expiration of this Agreement, it shall notify the other party at least twelve (12) months prior to expiration, and the parties shall meet within thirty (30) days or sooner after the notification for the purpose of submitting salary and/or employee benefit proposals.

#### **[3.2] COST ITEMS**

All cost items shall be submitted to the Timberlane Regional School District Meeting in accordance with RSA 273-A. The Board shall make a good faith effort to secure the funds necessary to implement said Agreements. If such funds are not forthcoming, the Board shall consult with the Union, with respect only to the matters affected thereby, in order to determine whether any portion of the provision previously agreed to by the parties, may be implemented.

## **ARTICLE 4**

### **WORK WEEK AND WORK YEAR**

Bargaining unit members may be employed on a year round schedule (260 work days) or a school year schedule, with work days as determined by the District and as set forth in the employee's annual offer letter. Employees may be scheduled on either a full time (35 hours per week or more) or part time (fewer than 35 hours per week) basis. Each employee's work day shall be determined by the Superintendent or designee based on the needs of the employee's work assignment.

The Parties agree that the three Administrative Assistants who were employed as of the ratification date of this Agreement who worked less than 220 days, but were considered 220 day employees for certain benefits ("Three Administrative Assistants") shall be considered 220 work day employees for purposes of the parties' CBA, and shall be entitled to the benefits afforded to 220 work day employees as set forth in the CBA unless otherwise specified. The Parties agree that these benefits only apply to these Three Administrative Assistants.

## **ARTICLE 5**

### **GRIEVANCES**

### **[5.1] BUSINESS DAYS**

Business Days for purposes of Article 5 shall mean Mondays through Fridays, excluding legal holidays and school vacations other than summer vacation.

### **[5.2] TIME LIMITS**

A grievance to be considered under this procedure must be presented to the second party within fifteen (15) business days of its occurrence, or within fifteen (15) business days of when the first party should have reasonably known of its occurrence. Once the grievance is being considered, the failure of the aggrieved party to appeal a decision or lack of a decision, rendered at a given step in the procedure to the next step within the specified time limit constitutes explicit acceptance of the decision and is a waiver of further appeal of said decision. Failure at any step of this procedure to communicate the decision on a grievance with the specified time limits shall permit the aggrieved employee to proceed to the next step. The time limits specified may, however, be extended by mutual agreement, in writing. In the event of a grievance filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement, in writing, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

### **[5.3] REPRESENTATION**

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The employee, by his/her request, may be accompanied by a representative of the Union at any step of the grievance procedure. It is understood that the employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof shall have been fully determined. The following grievance procedure applies to individual employees.

### **[5.4] INFORMAL PROCEDURE**

An employee shall first take up his/her grievance informally with their Supervisor. The Supervisor shall meet with the employee and attempt to resolve the grievance. The employee shall notify the Supervisor that their discussion constitutes the informal procedure of the grievance process. The Supervisor must render his/her decision within five (5) business days of the meeting.

### **[5.5] FORMAL PROCEDURE**

#### **[5.5.1] Step 1**

If the matter is not resolved by written or verbal response to the satisfaction of the employee, he/she shall set forth his/her grievance in writing to the Supervisor, within five (5) business days, specifying: (a) the nature of the grievance and date occurred; (b) the specific language in this Agreement that allegedly was breached; (c) the nature and extent of the injury, loss, or inconvenience; (d) the results of previous decisions; and (e) his/her dissatisfaction with the decisions previously rendered. The Supervisor shall communicate his/her decision to the employee, in writing, within five (5) business days of receipt of the written grievance.

#### **[5.5.2] Step 2**

If no satisfactory settlement is reached through the informal procedure, the employee, no later than ten (10) business days after receipt of the Supervisor's decision, may appeal the Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made, in writing, reciting the matter submitted to the Principal, as specified above, and the employee's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the employees and Supervisor to attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) business days. The Superintendent shall communicate his/her decision, in writing, to the employee and the Supervisor, within ten (10) business days after the meeting.

#### **[5.5.3] Step 3**

If the grievance is not resolved to the employee's satisfaction, s/he may request a review by the School Board, no later than ten (10) business days after receipt of the Superintendent's decision. The request shall be submitted, in writing, through the Superintendent of Schools who shall forward the request to the School Board within three (3) business days. The School Board shall review the grievance and shall hold a hearing with the employee, within thirty (30) days of notification, and render a decision, in writing, within twenty (20) business days of the hearing by the School Board.

If the decision of the School Board does not resolve the grievance and the Union determines that the matter should be reviewed further, it shall, in writing, so advise the Board through the Superintendent within fifteen (15) business days of receipt of the Board's decision. The Union may then initiate a request for arbitration under the procedure set forth in section 5.5.4 herein, within thirty (30) business days of notice.

If the parties disagree as to the meaning or interpretation of any of the provisions of this Agreement, either party may utilize the grievance procedure set forth in Article 5 in order to resolve said dispute. The moving party will notify the other party of its grievance, in writing, and following the response to the grievance; the moving party may then initiate a request for arbitration.

#### **[5.5.4] Step 4**

Procedure for Securing the Services of an Arbitrator — The following procedure will be used to secure the services of an arbitrator:

A request shall be made to the Public Employee Labor Relations Board (PELRB) to submit a roster of persons qualified to function as arbitrators in the dispute in question. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the PELRB to submit a second roster of names.

If the parties are unable to determine, within ten (10) business days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the PELRB may be requested by either party to designate an arbitrator.

The hearing before the arbitrator will be held within thirty (30) calendar days or as soon as possible. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. S/he may add nothing to nor subtract anything from the Agreement between the parties. The findings of the arbitrator shall be final and binding. Only the School Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report, unless further disclosure is required by law. This shall be accomplished within thirty (30) calendar days of the receipt of the arbitrator's award.

The School Board and the Union shall assure all parties freedom from restraint, interference, coercion, discrimination, or reprisal in presenting their appeal with respect to their personal grievances.

#### **[5.6] COSTS**

The arbitrator's fees and expenses, and any administrative fees except for the filing fee of the initiator, if any, are the only costs which will be shared equally by the parties. All other costs are the responsibility of the respective parties.

#### **[5.7] EXPEDITIOUS RESOLUTION**

Judgment to process a grievance under this provision shall not indicate agreement as to the validity of the grievance, but only that the parties view such action as an expeditious means of resolving said grievance.

The School Board and the employee recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance, in good faith by an employee, will not cast any reflection on his/her standing with the Administration or his/her loyalty and desirability to the District nor will the grievance be considered as a reflection on the Administration or the School Board.

## **ARTICLE 6**

### **LEAVES OF ABSENCE**

Only employees who are scheduled to work twenty (20) or more hours each week are eligible for the leave benefits described in this Article 6.

#### **[6.1] PERSONAL ABSENCE**

Employees shall be granted three (3) personal days each school year for personal, family, religious or legal business, which requires the employee's absence and cannot be conducted outside school hours. The employee shall give their Supervisor at least two (2) calendar days advance notice that a personal day is needed, except in the case of an emergency. A personal day shall not be recreational in nature.

#### **[6.2] SICK LEAVE**

##### **[6.2.1] ACCUMULATION**

On the first workday of each calendar month, each employee working a year round (260 work day) schedule shall be granted paid sick leave due to personal illness which shall accrue at the rate of one and one-half (1.5) days per calendar month to a maximum of fifteen (15) days per year, with a maximum accrual of 120 days at any time. Employees who work a school year schedule of less than 260 days but greater than or equal to 190 work days who are paid on a year-round basis shall accrue paid sick leave due to personal illness at the rate of one and one-half (1.5) days per calendar month to a maximum of fifteen (15) days per year, with a maximum accrual of 120 days at any time. Employees scheduled to work fewer than 190 days per year shall accrue paid sick leave due to personal illness at the rate of one and one-half (1.5) days per calendar month to a maximum of ten (10) sick leave days per year, with a maximum accrual of 90 days at any time. Sick leave may be utilized at the employee's discretion for any FMLA purpose, other family illness of the employee's parent, spouse, child, or other person who resides in the employee's household or for whom the employee has caretaking responsibilities, or for any other purpose as may be approved at the discretion of the Superintendent. Sick leave may be taken in half (1/2) day increments. Employees who accrue sick leave in excess of the maximum accrual amounts listed above will be permitted, on an annual basis, to cash out up to ten (10) excess sick days accrued, in the amount of \$20.00 per day, to a maximum payout of \$200.00 per year, per employee. Any excess sick leave accrued that is not cashed out will be forfeit.

##### **[6.2.2] EVIDENCE OF DISABILITY OR SICKNESS**

The Superintendent may make reasonable demands for satisfactory evidence of a disability or sickness, including a second opinion from a mutually agreed to physician, at District expense, in those cases involving more than three (3) continuous days.

##### **[6.2.3] BENEFITS ON LEAVE**

No combined employee benefits (sick leave, disability leave, workers' compensation, or jury duty) will allow an employee to gain in excess of 100% of existing daily rate of salary. If an employee is eligible to receive workers' compensation, the District's obligation to pay sick leave benefits shall be reduced by the amounts actually received from workers' compensation benefits. The employee's assessed sick leave time will be prorated in accordance with the workers' compensation contribution.

##### **[6.2.4] EXTENDED SICK LEAVE BANK**

Employees shall continue to have the option of participating in the sick leave bank available to them as set forth in Appendix B.

#### **[6.3] FAMILY LEAVE**

Eligible employees may take time off from work following the birth, adoption, or foster care placement of a child in accordance with the District's FMLA policy.

#### **[6.4] BEREAVEMENT LEAVE**

An employee shall be granted reasonable absences because of death in his/her immediate family with pay, not to exceed four (4) days per bereavement. In determining reasonable absence, consideration shall be given to the relationship of the employee to the deceased, the responsibility of the employee for making funeral arrangements and the distance traveled. A fifth day with pay may be granted at the discretion of the Superintendent. An employee's immediate family shall be considered as husband, wife, domestic partner who resides in the employee's household, child, stepchild, parent, stepparent, sibling, stepsibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, son-in-law and daughter-in-law. For other persons residing in the same household the employee shall be granted bereavement leave not to exceed four (4) days. An employee shall be granted reasonable absences with pay because of the death of his/her uncles, aunts, first cousins, nieces and nephews, not to exceed two (2) days per bereavement. Additional consideration for bereavement leave shall be granted at the discretion of the Superintendent of Schools in those cases not considered immediate family.

#### **[6.5] VACATION**

Year round (260 day) employees who are regularly scheduled to work 6 or more hours per day (30 hours or more per week) shall accrue vacation days on a monthly basis at the rate of .833 per month. After 5 years of service, days are accrued at the rate of 1.25 per month. Vacation time up to a maximum of 15 days unused at the end of the fiscal year may be carried over but must be used prior to June 30th of the new fiscal year.

**Employees working 220 days per year or fewer, and year round (260 day per year) employees who work fewer than 30 hours per week are not eligible for vacation leave.**

The Three Administrative Assistants shall receive five paid vacation days per school year so long as they remain continuously employed by the School District in their Administrative Assistant positions.

### **ARTICLE 7** **REDUCTION IN PROFESSIONAL STAFF WORK FORCE**

#### **[7.1] LAYOFF/RELEASE**

When, in the discretion of the School Board, a reduction in staff is required, such reduction shall be accomplished as follows: Probationary personnel shall be released first, unless the layoff means loss of program or service. Thereafter, selection for reduction in force shall be based on job performance. Seniority will only be considered when all other factors are considered equal.

#### **[7.2] TRANSFERS OR REASSIGNMENTS**

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

#### **[7.3] RECALL**

Experienced personnel, only, shall be recalled based on experience and qualifications for new positions which may become available and for which the individual may be qualified and certified in accordance with the above procedure. The recall list shall be maintained for a period not to exceed one (1) year.

##### **[7.3.1] NOTIFICATION OF RELEASE**

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

##### **[7.3.2] RECALL NOTICE**

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

### **[7.3.3] ACCEPTANCE OF RECALL**

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

### **[7.3.4] ACCEPTANCE OF TRANSFERS**

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

### **[7.4] RETENTION OF SENIORITY**

Personnel released under this policy and who are recalled within the recall period shall retain all seniority accrued in the District at the time of release and shall retain all rights under the law accruing to their experience.

### **[7.5] SENIORITY**

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

### **[7.6] VACANCIES**

Whenever a permanent union position becomes vacant, said vacancy shall be posted on the School District website and shall be emailed to employees.

## **ARTICLE 8** **PROFESSIONAL IMPROVEMENT**

### **[8.1] EDUCATIONAL BENEFIT**

Year round (260 day) employees who are regularly scheduled to work 6 or more hours each day are eligible to be reimbursed up to \$1,000.00 per year, and 220 day or less employees are eligible to be reimbursed up to \$200 per year for obtaining additional education and training. Education and training programs must be job-related and approved in advance by the Superintendent. Additional support for course work may be available on a limited basis at the District's sole discretion. The expenditure for reimbursement under this Article shall not exceed \$15,000 per fiscal year. In order to be eligible for reimbursement under this Article, the employee must be employed by the District at the time of reimbursement. Requests for reimbursement must be made within 30 days of completion of the course or training as applicable.

## **ARTICLE 9** **INSURANCE PROTECTION**

### **[9.1.1] PLAN**

A. The Board shall offer to an employee scheduled to work six (6) or more hours per day the following medical insurance benefits as defined by New Hampshire Health Trust: HMO Blue-New England<sup>20</sup>, and AB<sup>20</sup>. Effective June 30, 2025, the Board shall offer to an employee scheduled to work six (6) or more hours per day the following medical insurance benefits as defined by New Hampshire Health Trust: AO Open Access PPO, and AB<sup>20</sup>.

### **[9.1.2] DISTRICT CONTRIBUTIONS**

The District's contribution to health insurance premiums shall be as follows until June 30, 2025:

	HMO-B-NE	AB20
Single	90%	90%
2-Person	85%	85%
Family	85%	85%

Effective June 30, 2025, the District's contribution to health insurance premiums shall be as follows:

	AO Open Access PPO	AB20
Single	90%	90%
2-Person	85%	85%
Family	85%	85%

### **[9.1.3] MEDICAL INSURANCE BUY-OUT**

Employees who would otherwise be eligible for District coverage who elect non-District health insurance coverage under their spouse's plan, or another comparable insurance plan for the entire fiscal year, will be eligible for compensation in lieu of the District's health insurance plan. Eligible employees will be compensated in the amount of \$1,000.00 for waiver of this benefit upon presentation of proof of other coverage that is not subsidized through the Affordable Care Act. Such payment will be paid to eligible employees at the end of the fiscal year provided that there is no change in selection of plan during the year.

### **[9.2] DENTAL INSURANCE**

#### **[9.2.1] PLAN**

For employees who work six (6) or more hours per day, the District shall pay 75% of a one person premium and 50% of the 2 person or family premium for a dental insurance plan. The dental insurance shall at least be equivalent to the Health Trust Option 1A.

### **[9.3] TERM LIFE INSURANCE**

A term life insurance policy will be available to each employee who qualifies. The premium for this insurance coverage will be paid by the Timberlane Regional School District as follows: The amount of insurance will be equal to one (1) times the employee's annual salary, up to a maximum of \$100,000. The premium for this term life insurance policy will be paid by the District. Benefit eligibility is subject to plan requirements and determined by the carrier.

### **[9.4] CONTRIBUTION OF BENEFITS**

For employees who are employed for the school-year only, should employment terminate as of the close of school in June, insurance coverage shall remain in effect at District expense according to the terms of Section 9.1, 9.2 and 9.3 above, through August 31 of the school year just completed.

### **[9.5] FLEXIBLE SPENDING**

The Board shall make flexible spending accounts available to employees in the bargaining unit.

## **ARTICLE 10** **MISCELLANEOUS**

**[10.1]** If any provision of this Agreement or any application of this Agreement to any employer or groups of employees is held to be contrary to law, then such provisions 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.

### **[10.2] EFFECT OF CHANGES**

Nothing in this Agreement which changes pre-existing Board policy, rules, and regulations shall operate retroactively unless expressly so stated.



### **[10.3] PERSONNEL FILES**

#### **[10.3.1] ACCESS**

Personnel files of bargaining unit members shall be kept confidential. Access to the file shall be strictly limited to school district personnel with a bona fide need such as members of the Superintendent's staff, Principals, Assistant Principals and their secretaries. Each employee shall have the right, upon request within three (3) business days, to review the contents of his/her personnel file, with the exception of references and recommendations provided to the district, former employers, etc.

#### **[10.3.2] RIGHT TO RESPOND**

Employees will be given a copy of any and all material that may be used against them in a disciplinary action at the time that it is placed in the file. Explanatory rebuttal statements can be attached to the material housed in the file provided such statement is made within ten (10) working days after the employee receives the material. Any reference to allegations that are investigated and determined to be unfounded shall be removed from an employee's file.

#### **[10.3.3] ANONYMOUS MATERIALS**

Allegations about an employee arising from anonymous letters or materials will be brought to the attention of the employee who will receive a copy of the material. Should the building Principal deem it necessary the Principal will initiate an investigation. The results of any investigation will be shared with the employee. Any copies of any materials resulting from a consequent investigation will be given to the employee. Anonymous materials and the results consequent investigation which do not lead to immediate discipline will be placed in the employee's personnel file, in a sealed envelope. Only in the instance of a disciplinary action brought against the employee for the same time period referenced by the anonymous material or directly related to specific allegations in the anonymous material may such material be accessed by persons other than the employee, his/her representative, the Superintendent and/or the Assistant Superintendent. Rumors that are determined to be unfounded shall not be the cause of disciplining an employee.

#### **[10.3.4] PLACEMENT IN PERSONNEL FILE**

All materials placed in the file will be dated and signed by the individual assigning such material to the file with a copy being provided to the employee at that time.

#### **[10.3.5] EXCLUSION OF GRIEVANCES**

Grievances shall be kept in a separate grievance file and not placed in a personnel file.

### **[10.4] DISCIPLINE**

#### **[10.4.1] JUST CAUSE**

No employee shall be disciplined or deprived of compensation without just cause.

#### **[10.4.2] ORDER OF DISCIPLINE**

Discipline will normally be issued in the following order:

- Verbal Warning
- Written Warning
- Suspension without pay
- Termination

The above sequence may be taken out of order if the offense is severe enough to warrant more severe discipline, including but not limited to immediate suspension without pay or termination.

#### **[10.4.3] POLICY CHANGES**

Copies of all changes in school board, school district and school rules and policies will be posted on the District website and sent to all bargaining unit employees at the time of Board approval.

#### **[10.4.4] RIGHT TO REPRESENTATION**

An employee who is required to appear before the Board or an administrator concerning a matter for which the employee may be subject to discipline may be accompanied by a representative of the Union.

#### **[10.5] COMPLAINTS AGAINST ANOTHER EMPLOYEE**

An employee in this bargaining unit who wishes to file a complaint against another employee of the School District shall file the complaint in writing with the Building Principal, or with the Superintendent or designee if the complaint is against the Building Principal. The administrator who receives the complaint shall cause it to be investigated; shall direct the employee against whom the complaint was filed not to retaliate against the complainant; shall determine whether the complaint is founded; and shall take necessary action in response to the complaint. The complainant will be notified whether the administrator determined the complaint to be founded, and whether action was taken in response to the complaint.

#### **[10.6] JOINT LOSS MANAGEMENT COMMITTEE**

The School District will operate a joint loss management committee in accordance with the New Hampshire Workers' Compensation Law. The joint loss management committee shall meet regularly to develop and carry out workplace safety programs, alternative work programs that allow and encourage injured employees to return to work, and programs for continuing education of employers and employees on the subject of workplace safety.

#### **[10.7] UNIFORM ALLOWANCE**

All Skilled Maintenance Employees will be provided with t-shirts and hooded sweatshirts with their school's name on them and not individual employee names. All Skilled Maintenance Employees will also receive a \$200 annual allowance to use for the purchase of appropriate work pants and appropriate work footwear.

### **ARTICLE 11** **WORK DAYS/YEAR**

#### **[11.1] WORK DAY AND WORKING HOURS**

Employees shall work a work day and work week consistent with their annual offer letter. Unless otherwise specified in their offer letter or authorized by the Superintendent, employees will work a five (5) day workweek, with reporting times as determined by the Superintendent or building administrator.

### **ARTICLE 12** **COMPENSATION**

#### **[12.1] WAGES**

Effective July 1, 2023, the wage scale set forth in Appendix A of this Agreement shall be in effect.

Employees shall advance one step on July 1, annually.

Effective July 1, 2024, the wage scale will increase by 2.0%.

Effective July 1, 2025, the wage scale will increase by 1.5%.

## **[12.2] LONGEVITY**

Bargaining unit members shall continue to receive longevity pay as follows:

Employees shall be entitled to a \$0.50 per hour pay differential after completing 15 years of continuous service in the District, and shall be entitled to an additional \$0.50 per hour pay differential after completing 20 years of continuous service in the District.

## **[12.3] RETIREMENT INCENTIVE**

Employees who, as of June 30, 2021, have completed at least 20 years of service in the School District, who are at least 55 years of age, and who are eligible for early or normal retirement under the NH Retirement System, shall be eligible early retirement incentive program described in District policy. Employees who have not completed 20 years of service as of June 30, 2021 are no longer eligible for the retirement incentive benefit.

## **[12.4] SEVERANCE PAY**

Upon leaving the District, Union members may redeem unused sick leave at the following rates:

After completing	After completing
<u>10 years of service</u>	<u>15 years of service</u>
\$20 per day	\$25 per day

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

## **ARTICLE 13** **UNION RIGHTS**

### **[13.1] SCHOOL VISITATION**

Authorized representatives of the Union shall have the right to confer with members of the Bargaining Unit at work locations during times when employees are free from any responsibility to supervise children. Such conference shall be held in the employees' lounge, employees' lunchroom facility or in any other room selected by the employee(s) involved, provided that the conferences take place outside the presence of students. The Union Representative shall make known to the Principal, or designee, that he/she is present in the building.

### **[13.2] MAILBOXES, EMAIL AND UNION MATERIALS**

The Union may utilize employees' mailboxes and the District email system to communicate notices and other materials related to Union activities to employees. Communication of such material through mailboxes and through email shall be made by authorized representatives of the Union. All materials placed in mailboxes and in email by the Union shall bear the name of the Union. The Union acknowledges that the District may review email communications, and that any communication through the District email system accordingly are not private or confidential.

#### **[13.2.2] COPY TO PRINCIPAL**

A copy of the notice or materials shall be provided to the building principal.

### **[13.3] USE OF FACILITIES**

Consistent with District Building Use Policies, the Union, with prior approval of the Principal, may use school facilities for its meetings. Such request of the Principal shall be upon the appropriate building use form, supplied by the School District. Such approval shall not be arbitrarily denied.

#### **[13.4] LIST OF NEW HIRES**

The Timberlane School District shall provide the Union with a listing of the names, addresses and work location of all newly hired members of the Bargaining Unit within 30 days of the date of hire.

#### **[13.5] DUES DEDUCTION**

##### **[13.5.1] AUTHORIZATION**

Employees shall have the right to request and be allowed dues deduction for the Union. Upon receipt of a properly executed authorization form from the employee involved, the District will deduct from the employee's paycheck, the dues which the employee has agreed to pay the Union during the period provided in said authorization.

##### **[13.5.2] DISCONTINUED DEDUCTION**

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

##### **[13.5.3] TERMINATION OF EMPLOYMENT**

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

##### **[13.5.4] CONTINUATION OF DUES DEDUCTION**

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

##### **[13.5.5] TRANSMITTAL OF DUES**

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

##### **[13.5.6] INDEMNIFICATION OF BOARD**

It is further agreed by and between the Timberlane Regional School District and Timberlane Employees' Union that such authorization for dues deduction shall continue in full force and effect with the Timberlane School District until the employee submits a written revocation of such authorization to the Board. The Union agrees to indemnify and hold harmless the School Board in the event of any legal action as a result of the above-described dues deduction.

#### **ARTICLE 14** **HOLIDAYS**

Full time, year-round (260 work day) employees will be entitled to the following eleven (11) paid holidays:

July 4<sup>th</sup>, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day After Thanksgiving, Christmas Day, New Years' Day, Civil Rights Day, Presidents Day, Memorial Day.

The Three Administrative Assistants shall receive five paid holiday days per school year so long as they remain continuously employed by the School District in their Administrative Assistant positions.

**DURATION AND EFFECTIVE DATE OF AGREEMENT**

This Agreement shall be effective July 1, 2023 and shall continue in effect, unless terminated by mutual agreement, until June 30, 2026.

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

Dated: 08 / 23 / 2023

*Katie Kuutson*

\_\_\_\_\_  
Timberlane Regional School Board

Dated: 09 / 11 / 2023

*Jeffrey Padellaro*

\_\_\_\_\_  
Teamsters Local #633

## **Appendix A**

<b>FY2024</b>				
<b>Step</b>	<b>S1</b>	<b>S2</b>	<b>S3</b>	<b>S4</b>
1	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00
2	\$ 19.57	\$ 20.60	\$ 21.63	\$ 22.66
3	\$ 20.16	\$ 21.22	\$ 22.28	\$ 23.34
4	\$ 20.76	\$ 21.86	\$ 22.95	\$ 24.04
5	\$ 21.38	\$ 22.52	\$ 23.64	\$ 24.76
6	\$ 22.02	\$ 23.20	\$ 24.35	\$ 25.50
7	\$ 22.68	\$ 23.90	\$ 25.08	\$ 26.27
8	\$ 23.36	\$ 24.62	\$ 25.83	\$ 27.06
9	\$ 24.06	\$ 25.36	\$ 26.60	\$ 27.87
10	\$ 24.78	\$ 26.12	\$ 27.40	\$ 28.71
11	\$ 25.52	\$ 26.90	\$ 28.22	\$ 29.57
12	\$ 26.29	\$ 27.71	\$ 29.07	\$ 30.46

<b>FY2024</b>				
<b>Step</b>	<b>C2</b>	<b>C5</b>	<b>C6</b>	
1	\$ 21.00	\$ 29.08	\$ 36.92	
2	\$ 21.63	\$ 29.95	\$ 38.03	
3	\$ 22.28	\$ 30.85	\$ 39.17	
4	\$ 22.95	\$ 31.78	\$ 40.35	
5	\$ 23.64	\$ 32.73	\$ 41.56	
6	\$ 24.35	\$ 33.71	\$ 42.81	
7	\$ 25.08	\$ 34.72	\$ 44.09	
8	\$ 25.83	\$ 35.76	\$ 45.41	
9	\$ 26.60	\$ 36.83	\$ 46.77	
10	\$ 27.40	\$ 37.93	\$ 48.17	
11	\$ 28.22	\$ 39.07	\$ 49.62	
12	\$ 29.07	\$ 40.24	\$ 51.11	

S1	Reception/Secretary
S2	Administrative Assistant
S3	Senior Administrative Assistant
S4	Executive Administrative Assistant
C2	Grounds Keeper
C5	HVAC- Grounds Supervisor
C6	Electrician

2% COLA

FY2025				
Step	S1	S2	S3	S4
1	\$ 19.38	\$ 20.40	\$ 21.42	\$ 22.44
2	\$ 19.96	\$ 21.01	\$ 22.06	\$ 23.11
3	\$ 20.56	\$ 21.64	\$ 22.73	\$ 23.81
4	\$ 21.18	\$ 22.30	\$ 23.41	\$ 24.52
5	\$ 21.81	\$ 22.97	\$ 24.11	\$ 25.26
6	\$ 22.46	\$ 23.66	\$ 24.84	\$ 26.01
7	\$ 23.13	\$ 24.38	\$ 25.58	\$ 26.80
8	\$ 23.83	\$ 25.11	\$ 26.35	\$ 27.60
9	\$ 24.54	\$ 25.87	\$ 27.13	\$ 28.43
10	\$ 25.28	\$ 26.64	\$ 27.95	\$ 29.28
11	\$ 26.03	\$ 27.44	\$ 28.78	\$ 30.16
12	\$ 26.82	\$ 28.26	\$ 29.65	\$ 31.07

FY2025				
Step	C2	C5	C6	
1	\$ 21.42	\$ 29.66	\$ 37.66	
2	\$ 22.06	\$ 30.55	\$ 38.79	
3	\$ 22.73	\$ 31.47	\$ 39.95	
4	\$ 23.41	\$ 32.42	\$ 41.16	
5	\$ 24.11	\$ 33.38	\$ 42.39	
6	\$ 24.84	\$ 34.38	\$ 43.67	
7	\$ 25.58	\$ 35.41	\$ 44.97	
8	\$ 26.35	\$ 36.48	\$ 46.32	
9	\$ 27.13	\$ 37.57	\$ 47.71	
10	\$ 27.95	\$ 38.69	\$ 49.13	
11	\$ 28.78	\$ 39.85	\$ 50.61	
12	\$ 29.65	\$ 41.04	\$ 52.13	

S1	Reception/Secretary
S2	Administrative Assistant
S3	Senior Administrative Assistant
S4	Executive Administrative Assistant
C2	Grounds Keeper
C5	HVAC- Grounds Supervisor
C6	Electrician

1.5% COLA

FY2026				
Step	S1	S2	S3	S4
1	\$ 19.67	\$ 20.71	\$ 21.74	\$ 22.78
2	\$ 20.26	\$ 21.33	\$ 22.39	\$ 23.46
3	\$ 20.87	\$ 21.97	\$ 23.07	\$ 24.16
4	\$ 21.49	\$ 22.63	\$ 23.76	\$ 24.89
5	\$ 22.13	\$ 23.31	\$ 24.47	\$ 25.63
6	\$ 22.80	\$ 24.02	\$ 25.21	\$ 26.40
7	\$ 23.48	\$ 24.74	\$ 25.97	\$ 27.20
8	\$ 24.18	\$ 25.49	\$ 26.74	\$ 28.02
9	\$ 24.91	\$ 26.26	\$ 27.54	\$ 28.85
10	\$ 25.65	\$ 27.04	\$ 28.37	\$ 29.72
11	\$ 26.42	\$ 27.85	\$ 29.22	\$ 30.61
12	\$ 27.22	\$ 28.69	\$ 30.10	\$ 31.54

FY2026				
Step	C2	C5	C6	
1	\$ 21.74	\$ 30.11	\$ 38.22	
2	\$ 22.39	\$ 31.01	\$ 39.37	
3	\$ 23.07	\$ 31.94	\$ 40.55	
4	\$ 23.76	\$ 32.90	\$ 41.77	
5	\$ 24.47	\$ 33.89	\$ 43.03	
6	\$ 25.21	\$ 34.90	\$ 44.32	
7	\$ 25.97	\$ 35.95	\$ 45.65	
8	\$ 26.74	\$ 37.02	\$ 47.01	
9	\$ 27.54	\$ 38.13	\$ 48.42	
10	\$ 28.37	\$ 39.27	\$ 49.87	
11	\$ 29.22	\$ 40.45	\$ 51.37	
12	\$ 30.10	\$ 41.66	\$ 52.91	

S1	Reception/Secretary
S2	Administrative Assistant
S3	Senior Administrative Assistant
S4	Executive Administrative Assistant
C2	Grounds Keeper
C5	HVAC- Grounds Supervisor
C6	Electrician



## **Appendix B**

### **TIMBERLANE REGIONAL SCHOOL DISTRICT *Disability Bank (TAAM, TCU, TCWU)***

#### **DISABILITY BANK**

##### **1. Definitions**

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

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

##### **2. Establishment of Bank**

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

##### **3. Board of Review**

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

- The President of the Association or his/her designee;
- The Association Building Representative of the employee in question, or member of the unit chosen by the applicant;
- The Superintendent of Schools or his/her designee; and
- The School Board Chairman or his/her designee.

##### **4. Distribution of Benefits**

Members of the bargaining unit with at least one year of service to the District may apply for a number of days consistent with a one-for-one match of their individual sick leave accumulation as of the end of the previous contract year brought forward to the year of the onset of the disability. The combined benefit of accumulated personal sick leave and disability bank leave may not exceed one hundred-eighty (180) days and may carry over from one contract year to another. Employees with less than one full year of service in the District will not be required to contribute one of their individual accumulated sick leave days to the disability bank. The Board reviews the right to request re-application and documentation from anyone requesting more than forty (40) days from the pool. Any benefits will be minus other insurance coverage (i.e. workers' compensation, social security, etc.).

##### **5. Worker Protection**

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





# Signature Certificate

Reference number: XAOOZ-ZIYXV-QUQHF-KGAMR

## Signer

## Timestamp

## Signature

### Katie Knutsen

Email: kknutsensb@gmail.com

Sent:

23 Aug 2023 12:52:17 UTC

Viewed:

23 Aug 2023 15:01:17 UTC

Signed:

23 Aug 2023 15:01:52 UTC



### Recipient Verification:

✓ Email verified

23 Aug 2023 15:01:17 UTC

IP address: 75.67.17.33

Location: Salem, United States

### Jeffrey Padellaro

Email: padellaro@teamsters633.com

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23 Aug 2023 12:52:17 UTC

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