



**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**SANBORN REGIONAL SCHOOL BOARD**  
**AND**  
**TEAMSTERS LOCAL 633**

*JULY 1, 2020 – JUNE 30, 2021*

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## PREAMBLE

The Sanborn Principals, Assistant Principals and Directors represented by the Teamsters Union Local 633 recognize that the development of a quality educational program for the children attending the public schools of the Sanborn Regional District, SAU #17, is a joint responsibility that can be best achieved by agreement that all parties work toward common goals. The Sanborn Regional School Board and the Union enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community. The parties agree that this Preamble shall not be subject to any grievance or arbitration provisions hereinafter set forth.

The Sanborn Regional School Board (hereinafter "the School Board") and Teamsters Local 633 (hereinafter "the Union") hereby enter into the following Agreement:

## ARTICLE 1 – RECOGNITION

1. The School Board recognizes the Union as the exclusive bargaining representative of those Sanborn Regional School District (hereinafter "the District") employees holding positions for which the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Union as the exclusive bargaining representative.
2. The Certification of Representative and Order to Negotiate, dated September 6, 2018 and issued by the Public Employee Labor Relations Board (PELRB) (Decision No. 2018- 150), includes the following positions in the bargaining unit: Principal, Assistant Principal, Director of Technology, Director of Athletics, Director of HS Guidance, and Director of Facilities.  
Excluded: Superintendent, Business Administrator, Director of Student Services, Director of Academics, Professional Learning and Student Affairs and all other positions.

## ARTICLE 2 – NEGOTIATION PROCEDURES

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

### ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The School Board, subject only to the express language of this Agreement, reserves to itself authority over all matters of policy and retains the right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District, to non-renew employees, and to discipline employees, including withholding of wage increases, (d) to promulgate reasonable rules or regulations not inconsistent with this agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work; (g) to determine the methods, means and personnel by which operations are to be conducted; and (h) to take actions as may be necessary to carry out the mission of the District in emergencies.
- 3.2 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 Sanborn 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 right as set forth in this Article shall not be subject to the grievance or arbitration provisions of this Agreement.
- 3.3 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions and authority which by law are vested in them.

### ARTICLE 4 – ANNUAL CONTRACTS

- 4.1 An annual contract and salary shall be established for each administrator by the school board to be in effect from July 1<sup>st</sup> to June 30<sup>th</sup>. The initial salary of an administrator will be designated and approved by the Superintendent of Schools and the School Board, and determined utilizing various factors, including, but not limited to, the degree of responsibility, experience, number of students, number of staff and level of degrees/credits in the field of education.
- 4.2 **Payments**  
Salaries for full year (52 week) administrators shall be paid bi-weekly, at the rate of 1/26<sup>th</sup> of the annual salary. The salaries for administrators who work less than 52 weeks shall be paid at a rate based upon their annual salary divided by the number of bi-weekly pay periods remaining in their contracted work year. A clause shall be included in each contract to the effect that if the administrator fails to work the full number of weeks specified in the contract, he/she will refund all moneys to the district in excess of the number of weeks actually worked.
- 4.3 **Early Release from Contract**  
An administrator under contract to the District may petition the School Board for early release from his/her contract with a 60 day written notice to the Superintendent. Such

petition shall only be granted after an appropriate replacement has been secured and shall be contingent upon the District being reimbursed the pro-rata share of any "unearned" benefits including health and dental insurance.

4.4 Administrators shall be given notification in writing by April 15<sup>th</sup> that he/she will not be re-nominated for employment for the following year. Only those administrators whose position requires certification as a professional engaged in teaching, and who are entitled to all of the rights for notification and hearing under RSA 189:14-a, may request a hearing before the school board in the event of non-renewal.

4.5 Wage/Salary Increase:

2020-2021 3.5% % COLA Raise for all bargaining unit employees effective July 1, 2020\*;

[\*1.75% COLA raise for High School Principal]

[\$1,000 one-time payments to Assistant Principals Jill Lizier, Lorin Caffill, payable as of July 1, 2020, re: work days from 207 to 217; Brian Stack's "grandfathering" re: leave accruals; and Steve Kryzanowski's salary adjustment to \$89,500, work days to 217; all to be included in sidebar executed by parties.]

#### ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is established by law, including non-renewals and dismissals under RSA 189:14-a ; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) and any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone; (5) and a complaint concerning evaluation of an employee's performance.

5.2 A grievance must be filed in writing at Step 1 within ten (10) days of its occurrence in order to be considered under this grievance procedure.

A. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at that step.

B. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

5.3 Informal Procedure: Any employee who has a grievance shall first discuss it informally with the Superintendent or his/her designee. A union representative shall be excluded from this meeting if the employee so requests, however, any resolution of the grievance shall not be inconsistent with the terms of the Agreement. The union shall be notified of any such resolution of the grievance.

5.4 Formal Procedure:

- A. Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the Superintendent or his/her designee. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that have allegedly been violated, and the remedies/relief being sought. The Superintendent may communicate his/her decision to the employee in writing within five (5) days of receipt of the written grievance.
- B. Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the School Board within five (5) days after receipt of the principal's decision or, if none, no later than five (5) days after the deadline for the Superintendent's written decision. The appeal to the School Board shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the Superintendent and the Superintendent's written decision. The School Board may schedule a hearing or issue its decision on the grievance based upon the Union's written appeal, within twenty (20) days after its receipt of the Step 2 appeal.
- C. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Union within five (5) days of receipt of the School Board's decision or, if none, within five (5) days after the deadline for the Board's written decision. If the Union determines that the matter should be arbitrated, it shall so advise the School Board and the Superintendent in writing within ten (10) days of receipt of the grievant's request.

5.5 The following procedure shall be used to secure the services of an arbitrator:

The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days following receipt of the request for arbitration, either party may request the American Arbitration Association ("AAA") to submit to the Union and the Superintendent, rosters of persons qualified to function as the arbitrator. The AAA shall thereafter appoint the arbitrator and provide administrative services in accordance with its rules.

- 5.6 At Step 3, arbitration, the Union shall not be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the Superintendent or the School Board unless, with regard to evidence, the information was not disclosed in a timely manner upon the request of the Union.
- 5.7 The arbitrator shall limit himself/herself to the issue(s) submitted. He or she shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.
- 5.8 The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the parties.
- 5.9 The arbitrator's decision shall be final and binding on the parties. The arbitrator shall issue his/her decision on the grievance to the representatives of the District and the Association within thirty (30) days after close of the arbitration hearing, or within the timeframe established under AAA rules, as applicable. The grievance and arbitration provisions set forth herein shall be subject to the provisions of RSA 542.
- 5.10 For purposes of Article 4, "days" shall mean school days, except that during summer school vacation, days shall mean Mondays through Fridays excluding holidays.
- 5.11 The time periods specified in this procedure may be extended by mutual written agreement of the parties.
- 5.12 A Union representative may be present with the grievant at all steps of the grievance process if requested by the grievant, however, only the Union, on behalf of the employee(s), may request arbitration.

#### ARTICLE 6 – DISCIPLINE

- 6.1 The Union recognizes the District's right to discipline or discharge employees. Discipline shall be constructive and progressive in nature. Progressive disciplinary actions are normally conducted in the following order:
- (1) Verbal Warning
  - (2) Written Warning
  - (3) Suspension without pay
  - (4) Termination
- 6.2 The severity of any particular infraction may warrant an immediate consequence at a higher level, up to and including termination. Some examples include (but are not limited to):
1. Alcohol in the workplace

- 2. Sexting
- 3. Inappropriate relations with staff or students
- 4. Bringing a weapon into the school
- 5. Harassment
- 6. Bullying
- 7. Sexual Harassment

- 6.3 The Superintendent shall establish wrongdoing based upon a preponderance of the evidence.
- 6.4 The probationary period under this agreement for all bargaining unit employees shall be governed by the provisions of RSA 189:14-a.

ARTICLE 7 - WORK YEAR AND WORK WEEK

- 7.1 The work year for bargaining unit employees shall be as follows: July 1<sup>st</sup> through June 30<sup>th</sup>.

260 day work year: School Principals, High School Assistant Principal/Curriculum Director, and Directors

217 day work year: High School Assistant Principal, Elementary/Intermediate School Principals

- 7.2 Work Week

All bargaining unit employees shall work a minimum of 40 hours per week.

ARTICLE 8 – INSURANCE

- 8.1 Health Insurance:

- (a) Health/Dental. Administrators may enroll in the following group health and dental insurance plan (or comparable plan) offered by the District: Allegiant Care (Cigna) Plan NGA4B

Employees may enroll in the Allegiant Care Plan OAPA8 at their option. The District shall contribute the same amount that it contributes to the NGA4B plan, and employees shall pay the balance.

- (b) For the 2020-21 school year, the District shall contribute 89% of the cost of coverage for the plan and the administrator shall bear the remaining 11% balance of the cost.



8.2 Insurance Waiver:

Administrators who would otherwise be eligible for District coverage, but who elect insurance coverage under another comparable insurance plan in which they may be enrolled, will be eligible for compensation in lieu of the District's health insurance plan. Eligible administrators will be compensated in the amount of \$450 per month for waiver of this benefit upon presentation of proof of other coverage. In the event the administrator is covered under another plan for a portion of the contract year, the payment shall be prorated based upon the percentage of the year the administrator is not on the District's plan.

8.3 Life. Term life insurance with a policy value of twice the administrator's annual salary will be provided for each administrator by the District.

8.4 Disability. Long-term disability insurance coverage is available to the administrator, with the district paying one hundred (100%) of the annual premium.

ARTICLE 9 – LEAVES

9.1 Sick Leave:

Administrators will accrue sick leave pay at the rate of 15 days per year, accumulative to 130 days. Sick leave is interpreted to mean absence due to sickness of the administrator or illness in his/her immediate family (spouse, children, and/or parents living in same household), including disability caused or contributed to by pregnancy, childbirth, and recovery.

A written statement of accumulated sick leave will be issued by the SAU office at the beginning of the school year. It will be assumed by the office that the written account is correct if no questions are raised by the administrator within thirty school days. Record of leave forms shall be retained by the office for one school year only, therefore it should be understood that the only year in question should be the previous school year.

Sick Leave Upon Retirement:

Upon retiring from the District after serving the District for a minimum of fifteen (15) consecutive years, administrators will receive a portion of their accumulated sick leave as follows: Payment will be based upon the number of accumulated days, times the administrator's average daily rate, times .50. As referenced above, the maximum of accrued days is 130.

9.2 Personal Leave:

Three (3) personal days (non-accumulative) per year may be used to attend to business and emergencies of a personal nature that occur during the school/work day. Personal days must be approved in advance by the Superintendent of Schools. Personal leave days

cannot be used prior to or immediately following a holiday or vacation without the reason for the leave being provided to the Superintendent and without his/her written approval. To be eligible for use of a personal day, the administrator shall give 48 hours' advance notice to the Superintendent of Schools, or as much advance notice as circumstances permit.

9.3 Bereavement Days:

Up to three (3) days with pay shall be given in the event of death in the immediate family. Immediate family shall mean husband, wife, daughter, son, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, step-son, step-daughter, or any other person living in the home of the administrator or persons for whom the administrator is support. Additional days' bereavement leave may be granted by the Superintendent of Schools under extenuating circumstances, such days will be drawn from sick leave.

9.4 Vacation

All administrators on a 260 day/full year contract will be eligible for 4 weeks' vacation; i.e. 20 paid working days. Days taken during school vacations are considered part of the 20 paid vacation days. A maximum of ten (10) vacation days may be carried forward with permission of the Superintendent. Those days must be used within one year.

Administrators grandfathered in with 22 (2 additional) dates will continue to receive these.

9.5 Holidays:

The following will be non-working paid holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving Recess (2), Christmas Recess (2), New Year's Day, Martin Luther King, Jr. Civil Rights Day, Presidents Day, and Memorial Day. In addition, 52 week work year administrators will receive July 4th.

ARTICLE 10 - RETIREMENT INCENTIVE

- 10.1 A bargaining unit member hired prior to the 2011-12 school year and who has served a minimum of fifteen (15) years in the District and who is at least 55 years of age may submit a written request for the retirement incentive under this article to the school board. This request shall be dated and signed by the administrator and shall be submitted by September 1<sup>st</sup> of the school year in which retirement shall commence and shall specify the date selected by the administrator for retirement. This date for retirement shall be no earlier than the end of the existing school year and no later than the last day of June. The school board shall act upon the request no later than its first meeting in October.

- 10.2 No more than one request shall be approved by the school board in any given year, and seniority shall be the determining factor if more than one request is received.
- 10.3 Upon approval, the District shall pay the administrator as follows:
- a. The sick leave payment as described in Article 9, Section 9.1, of the CBA between the District and Teamsters Local 633;
  - b. A one-time additional payment equal to 25% of the administrator's last year's salary, payable within thirty (30) days of the July 1<sup>st</sup> immediately following the administrator's retirement;
  - c. Medical coverage for up to a two-person plan (at the lowest cost plan(s) offered by the District under this agreement) until the administrator reaches the age of Medicare eligibility. Retirees will pay the same amount as bargaining unit employees under the CBA then in effect.
- 10.4 The approval of early retirement shall be treated as a voluntary termination and the administrator shall have no right to continue working in the district after that date.
- 10.5 Unit members hired for the 2011-2012 school year and thereafter shall not be eligible for this provision.

#### ARTICLE 11 – TUITION REIMBURSEMENT

- 11.1 All course work is subject to the sole approval of the Superintendent. Reimbursement will be made at the cost per credit, but not to exceed the prevailing rate for graduate courses at the University of New Hampshire for the successful completion of courses up to twelve (12) credits per year. Successful completion is equal to a B or better.
- 11.2 If an administrator leaves the District, he/she agrees to reimburse the district 50% of that year's course tuition. If an administrator leaves the District within two years, he/she agrees to reimburse the district 25% of the course tuition.
- 11.3 If an administrator leaves the district due to a reduction in force, the administrator will not be responsible for paying back course tuition.

#### ARTICLE 12 - MILEAGE REIMBURSEMENT

- 12.1 Any travel outside the District must be approved in advance by the Superintendent or his/her designee, and shall be reimbursed at the current IRS rate for mileage. The Director of Technology, Director of Athletics, and Director of Facilities, whose daily duties as set forth in their job description require them to travel throughout the district as determined at the sole discretion of the Superintendent, shall receive an annual stipend for mileage in the amount of \$2,000 payable as part of his/her annual salary.

ARTICLE 13 – REDUCTIONS IN FORCE

- 13.1 The Board and Superintendent shall have the authority to determine the number and qualifications of employees.
- 13.2 In the event the Board, in consultation with the Superintendent, determines that it is necessary to conduct a layoff, they shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary layoffs.

ARTICLE 14 – SEPARABILITY

- 14.1 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in force and effect. In such instance, The School Board and the Union shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

ARTICLE 15 - UNION PRIVILEGES

- 15.1 There will be no reprisals of any kind taken against any bargaining unit member by reason of membership in the Union or participation in its lawful activities.
- 15.2 SAU Administration shall, upon request, provide the Union with new or revised forms used to administer benefits arising out of this Agreement.
- 15.3 The Union will have the right to place notices, circulars, and other written communications from the Union into the mailboxes of bargaining unit members, provided that such materials shall not relate to local, state or national political matters. Copies of all such material will be given to the Superintendent or Superintendent's designee, but the latter's advance approval will not be required.

ARTICLE 16 - DUES DEDUCTION

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

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

Bargaining Unit Member's Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

- 16.2 The Union will certify to the Board, in writing, the current rate of its membership dues and will give the Board thirty (30) days written notice, prior to July 1 of the year of any such change.
- 16.3 The Union agrees to indemnify and hold harmless the School District, SAU 17 and their agents and employees, relative to the collection and disbursement of union dues.

#### ARTICLE 17 – GENERAL

- 17.1 The Board agrees not to negotiate with any bargaining unit member's group or organization other than the Union in regard to any matter subject to negotiation under Article 2 of this Agreement, provided, however, that this shall not prevent the Board from communicating or consulting with any individual bargaining unit member or group of bargaining unit members for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any bargaining unit member from appearing before the Board on matters relating to the bargaining unit member's employment by the Board.
- 17.2 This Agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument, in writing, duly executed by both parties.
- 17.3 If the parties disagree as to the meaning or interpretation of any of the provisions of this Agreement, except those provisions expressly excepted from the grievance procedure, either party may utilize the grievance procedure set forth in Article 5 in order to resolve said dispute.

Miscellaneous

1. A bargaining unit member, who serves in another administrative capacity, for twenty (20) consecutive days or more, shall receive an additional \$100 per day, effective as of the 21<sup>st</sup> day, for working in that capacity, provided that the base salary for that administrative position is at least \$100 or more per day.

ARTICLE 18 - ACKNOWLEDGEMENT OF AGREEMENT

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

ARTICLE 19 - DURATION

- 19.1 This Agreement shall be in full force and effect from July 1, 2020 through June 30, 2021.
- 19.2 The District agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution.

The parties' duly authorized officers and representatives have signed this Agreement on this 4th day of May, 2020.

FOR TEAMSTERS LOCAL 633

By: William R. Cahill Sr.  
William R. Cahill Sr. Business Agent

By: Jeffrey Padellaro  
Jeffrey Padellaro  
Secretary-Treasurer

By: \_\_\_\_\_

FOR SANBORN REGIONAL  
SCHOOL BOARD

By: James M. [Signature]  
Chairman

By: Larry J. [Signature]

By: \_\_\_\_\_

## **IMPORTANT NOTICE**

### **ALL MEMBERS ARE URGED TO CONTACT THE LOCAL UNION OFFICE IMMEDIATELY UPON THE FOLLOWING:**

- A Change in Name
- A Change in his/her home address
- Desire to change beneficiaries through the following offices:

Local Union Office  
Health Insurance Office  
Pension Fund  
Credit Union Office

- Termination of Employment

## **WITHDRAWAL CARD**

A member may request a Withdrawal Card immediately upon termination of employment. A member may request a Withdrawal Card if he/she is temporarily out of work due to workers' compensation, off-the-job injury or sickness, or a lengthy leave of absence.

Failure to request a Withdrawal Card for any of the reasons above, could put you in delinquent status and possibly pay re-initiation fees.

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