

MASTER CONTRACT

**Weare Educational Support Staff
AFT Local 6349, AFT-NH, AFL-CIO**

And

Weare School Board

July 1, 2007 – June 30, 2010

within thirty (30) days after receipt of the appeal to the Board.

ARTICLE 13 - MIS

D. Step 4 (Arbitration): If the grievance is not resolved to the employee's satisfaction at Step 3, the employee shall notify the Union within five (5) days of receipt of the 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 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:

A. The parties will attempt to agree upon a mutually satisfactory third party to serve as an 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, pursuant to its rules, to submit to the Union and the superintendent rosters of persons qualified to function as an arbitrator.

B. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He 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.

C. 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 School District and the Union.

13.1 A copy of this Agreement Hampshire Public Employee Local approved by the School District by representatives of the Board a

13.2 An employee may re documents in his/her personnel files with at least one business Superintendent or his/her designee she wishes, have a representative review of the personnel file during review of the personnel file, and such response shall be n

13.3 Employees shall not be equipment on school premises.

13.4 When a position in this Superintendent or his/her designee vacancy in each school. The position title and a general description of Posted notices of vacancies shall five (5) calendar days. Current transfer to a posted position shall interview for the vacancy if they and to apply in accordance with considered and given an opportunity vacancy.

13.5 Employees shall not be their own coverage when they are attending to other required resp

13.6 No employee shall be administer medication unless it description and the employee has

training to do so. The costs associated with receiving such training shall be borne by the School District.

13.7 No employees who were employed during the 2006-07 school year will have their hours reduced due to the School District adopting an hours-based school year. However, the School District retains the right to adjust employees' hours for reasons other than adopting an hours-based school year (e.g., student needs, school days cancelled due to weather and not made up, changes in enrollment, etc.).

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 – DURATION


15.1 This Agreement shall be in full force and effect from July 1, 2007 through June 30, 2010.

AGREED to by and between the parties, as evidenced by the signatures of their duly authorized representatives, set forth below this 17, day of April, 2007

For the Weare Educational Support Staff
AFT Local #6349, AFT-NH, AFT-CIO



For the Weare School Board



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 principal. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The principal 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 superintendent 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 principal's written decision. The appeal to the superintendent 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 principal and the principal's written decision. The superintendent may communicate his/her decision in writing to the employee within twenty (20) days after receipt of the appeal to the superintendent.

C. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the grievance may be appealed to the School Board within five (5) days after receipt of the superintendent's decision or, if none, no later than five (5) days after the deadline for the superintendent's written decision. The appeal to the Board shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance and the decisions at Steps 1 and 2. The Board may communicate its decision in writing to the employee

ARTICLE 7 - LETTER OF AGREEMENT

7.1 The District shall provide by June 15 of each year, for continuing employees only, a letter of agreement to reemploy, including the expected position, expected rate of pay, expected hours per day, and expected days per year. Such letter of agreement will specify that the School District may end the employment of the individual holding that position by providing 14 calendar days written notice. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.

7.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by July 1. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

7.3 Once an employee returns a letter of agreement by July 1, should a change in the expected terms of employment be contemplated by the District, the employee shall be consulted prior to any change being made.

7.4 Each employee shall be provided with a copy of his/her job description. Upon revision of a job description, the employee shall be provided with an updated copy.

7.5 Notwithstanding any other provision in this Agreement, an employee may be assigned and re-assigned to any position at any time at the discretion of the superintendent or his/her designee, provided the employee is consulted and the Superintendent or his/her designee determines that the assignment or re-assignment is in the best interests of the School District. This includes, but is not limited to, assignment and reassignment between buildings, grades, students, and regular or special education.

10.4 Bereavement Leave: An employee to 4 days of paid bereavement leave in the event of the employee's immediate family dies. This means spouse, child, son-in-law, daughter-in-law, mother-in-law or grandparent of paid bereavement leave may be granted the Superintendent of his/her designee.

10.5 Professional Development Leave: Approval of the Principal and the Superintendent may be granted for an employee to attend a conference or training session that is related to his/her position.

10.6 Jury and Military Leaves: For a week, an employee who is called to serve jury duty that cannot be postponed or deferred shall be paid his/her pay for such amount that the employee would have earned had he/she worked. The amount shall be based upon the employee's usual evidence of the service and the amount paid to the Principal.

10.7 Unpaid Leave: Unpaid leave means reasons other than those stated above at the discretion of the superintendent. The superintendent's decision shall be subject to the provisions of the grievance procedure.

ARTICLE 11 - DUES AND DEL

11.1 Upon individual written authorization from a member of the Union, the District shall certify to the District by the Treasurer the amount of dues and deductions shall be made each pay period. The District shall forward the amount so certified to the appropriate organization.

5.6 The arbitrator's decision shall be final and binding. The arbitrator shall issue his decision to the District and the Union within 30 days after the close of the arbitrator's hearing.

5.7 For purposes of Article 5, "days" shall mean school days, except that during summer school vacation, days shall mean Mondays through Fridays excluding holidays.

5.8 The time periods specified in this procedure may be extended by mutual written agreement of the parties.

5.9 A Union representative may be present with the grievant at all formal steps of the grievance process if requested by the grievant.

ARTICLE 6 – DISCIPLINARY PROCEDURES

6.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.

6.2 Expiration of a letter of agreement, severance with 14 calendar days notice per Section 7.1, expiration of an assignment and reduction-in-force shall not constitute discipline and shall not be subject to the grievance procedure.

6.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.

6.4 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.

6.5 Complaints about an employee that are found not to be substantiated shall not be placed in the employee's personnel file.

Union at least once per month. An employee's written authorization shall continue in effect each year until the Superintendent or his/her designee and the Union receive written notification between September 1 and September 30 in any year that the employee is rescinding previous authorization for such deductions.

11.2 Should there be a dispute between an employee and the Union over the matter of deductions, the Union agrees to defend, indemnify and hold harmless the District in any such dispute.

11.3 The dues deduction authorization form is attached hereto as Appendix B.

ARTICLE 12 – REDUCTION IN FORCE

12.1 The Board and administration shall have the authority to determine the number and qualifications of employees.

12.2 In the event the Board and administration determine that it is necessary to conduct a reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary layoffs.

12.3 If further reduction in force is necessary, the administration shall choose employees for layoff based upon assessment of the employee's ability, qualifications, experience and performance. If all these factors are relatively equal in the judgment of the Superintendent or his/her designee, the employee(s) with the least seniority shall be laid off first.

12.4 "Seniority" shall be calculated from the date that an employee commenced his/her current term of continuous employment by the School District in a position in this bargaining unit.

ARTICLE 9 – COMPENSATION

9.1 Wages:

9.1.1 Employees shall be paid wage rates in accordance with the wage schedules that are attached in Appendix A. Employees who are off the wage schedule shall receive annual increases of 50¢ per hour. ¹

9.1.2 Generally, no new employee shall be placed at a higher step on the wage schedule than the highest step for current employees who have equivalent experience. However, exceptions may be made if the Superintendent determines that there is an unavailability of qualified candidates at the otherwise applicable wage rate, or that the candidate should receive extra credit for prior experience.

9.1.3 An employee who actually worked more than 50 percent of the work days for the employee's position during the prior year shall receive credit for one full year of experience.

9.1.4 An employee who works more than 50 percent of the work days for the employee's position per Section 9.1.3 will advance one step on the wage schedule annually. However, an employee may be held at step if the Superintendent concludes that the employee's performance was unsatisfactory during the prior year. An employee may appeal the Superintendent's decision to hold him/her at step to the School Board.

9.1.5 In addition to the wage rates in Appendix A, behavioral aides and 1:1 aides who are designated in their letters of agreement to provide intense personal care such as feeding, toileting, etc., shall receive \$1.00 per hour differential.

¹ The step placements for employees who were employed during 2006-07 shall be as set forth on the employee list that is attached to the tentative agreement.

9.1.6 In addition to the wage rates in Appendix A, employees who have completed 10 or more consecutive years of service to the School District shall receive annual longevity as follows:

In the Year After Completing the Employee Will Receive

10-15 consecutive years of service	\$500
16-20 consecutive years of service	\$750
21-25 consecutive years of service	\$1000
More than 25 consecutive years of service	\$1250

Notwithstanding the consecutive years requirement, for those employees who were employed by the School District during the 2006-07 school year, the years of service required to receive this benefit may be either consecutive or non-consecutive years of service. Each year that an employee actually works at least 634 hours in a position in this bargaining unit shall be deemed to be a year of service for purposes of this benefit. ²

9.2 When an employee is assigned to substitute for a teacher for less than a full school day, the employee shall receive no compensation in addition to his/her regular wages. When an employee is assigned to substitute for a teacher for a full school day, the employee shall receive his/her regular wages or the substitute teacher per diem, whichever is greater.

9.3 When an employee actually works more than 40 hours in one week, the District and the employee may mutually agree in advance in writing for the employee to receive compensatory time off in lieu of overtime pay.

9.4 Subject to the insurance carrier's permission, employees may purchase health insurance at their own expense in any health insurance plan that the School Board offers to teachers through its collective bargaining agreement with the Wear Education Association.

² The parties agree that employees' years of service through the 2006-07 school year will be as set forth on the employee list that is attached to the tentative agreement if the employees actually work at least 634 hours during 2006-07.

9.5 Employees who work at least 35 hours per week and at least 181 days per year shall be eligible to participate in the District's Health Care Reimbursement Plan. The District's contribution to the Plan per employee shall be \$250 effective in 2007-08, \$400 effective in 2008-09, and \$600 effective in 2009-10.

ARTICLE 10 – LEAVES

10.1 Sick Leave: Employees who work at least 35 hours per week and at least 181 days per year shall earn 0.60 paid sick days per month (6 days per full school year), up to a maximum accrual of 35 days. Sick leave for other employees shall be prorated in accordance with the number of hours and days worked.

10.2 Personal Leave:

10.2.1 Employees who work at least 35 hours per week and at least 181 days per year may use up to 3 sick days per calendar year as paid personal leave.

10.2.2 Personal leave may be taken for urgent personal business that cannot be conducted outside school hours, subject to the principal's approval. Personal leave may not be used for recreation. The employee shall provide at least 48 hours advance notice to the principal of the need to take personal leave, except in emergencies.

10.2.3 Personal leave may not be accumulated and carried over year-to-year.

10.3 Union Leave: The president of the Union or his/her designee shall be granted one day of paid leave per year to be used for Union business. The principal shall receive at least 48 hours advance notice of the need to take such leave, except in emergencies.

7.6 Each year for those individuals whose employment commences at the start of the school year, the work days shall include one non-instructional day, which shall be prior to the first instructional day for students on the same day as the SAU meeting.

7.7 In the event of a cancelled school day which is not made up by the District, the employees shall suffer no loss in pay.

7.8 Except in emergencies, employees shall receive an uninterrupted and duty-free paid lunch of at least 25 minutes each day.

ARTICLE 8 – EVALUATION PROCEDURES

8.1 Supervision of employees is the responsibility of each principal.

8.2 Each principal or his/her designee is responsible for evaluating the non-teaching personnel who work in that principal's building. The principal shall make a written annual evaluation report to the superintendent concerning each employee in his/her building.

8.3 A copy of the principal's annual evaluation report shall be given to the employee, and the employee shall be given an opportunity to discuss the evaluation report with the principal.

8.4 The employee's signature on the evaluation report shall not necessarily indicate the employee's agreement with the contents of the evaluation report. The employee shall have the right to make a written reply to the evaluation report, and any such reply shall be attached to the evaluation report.