

Master Agreement
By and Between The
Bedford School Board
And The
Bedford Educational Personnel Association

July 1, 2009 through June 30, 2012

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Agreement

THIS AGREEMENT made and entered into on this 23rd day of March, 2009, by and between the Bedford School Board, hereinafter referred to as Board or the District and the Bedford Educational Personnel Association, NEA/N.H., hereinafter referred to as the Association.

Article I

Recognition

Section 1: The District recognizes the Bedford 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 Instructional Teaching Assistants, Secretaries, Clerks, and Food Service Workers. Excluded: Administrative Personnel, District Technology staff, support staff working in the SAU office and School Nurses.

Section 2: The School District agrees to negotiate according to RSA 273-A.

Section 3: The Association agrees to represent all employees in the unit described above without regard to membership.

Section 4: Unless otherwise indicated, the term Employee when used hereinafter shall refer to all members of the above-defined bargaining unit.

Article II

Probationary Employees

All newly hired employees must serve a probationary period of ninety (90) working days from the date of hire. During such probationary period, any discipline, including discharge, shall not be subject to the grievance procedure in this Agreement.

Article III

Management Clause

Section 1: Except as specifically limited by the terms of this Agreement, or State or Federal laws, the management of the Bedford School District in all its phases and details shall remain vested exclusively in the District and its designated agents.

Section 2: The parties agree that the Association may not specifically cite this Article as being violated under the Grievance Procedure, Article VII, Section 1. This language, however, shall not be interpreted to further limit the right to grieve other provisions of this Collective Bargaining Agreement.

Article IV

Interference with School District Operations

The parties agree that differences which arise during the term of this Agreement and/or during negotiations of any successor Agreement shall be resolved by peaceful and appropriate methods without interruption of the operations of the Bedford School District. The Association, therefore, agrees that it shall not sponsor, support, or instigate any strike, work stoppage or any other job action, which would have the effect of interrupting the operations of the Bedford School District. Should any employee or group of employees engage in any such job action, the Association will cooperate with the District to bring it to a halt.

Article V

Association Rights and Security

Section 1: The District shall provide a bulletin board within each school for the posting of Association announcements, notices, or other matters of business. Such notices or announcements shall not contain material derogatory to the school system, the Board, or the employees. The parties agree that all material placed on the bulletin boards must be provided to the building administrator prior to posting. Any material posted that violates the second sentence above can be removed by the Administration. The Association shall also have the right to use existing mailboxes to distribute Association material to members of the bargaining unit.

Section 2: Upon request to the building principal, the Association shall be granted permission to use District facilities, at no cost, which are otherwise available to the public, provided such use does not interfere with District operations.

Section 3: When it is absolutely necessary for Association officials to meet with bargaining unit employees during working hours, the Association shall first contact the Superintendent to approve and schedule such a meeting. Such requests shall not be unreasonably denied, provided meetings do not interfere with the efficient and orderly operation of the District.

Section 4: If requested by a member of the bargaining unit, a representative of the Association may represent the employee in the investigation and presentation of grievances to the Board. However, the aggrieved employee must also be present at any grievance meetings or hearings, unless he/she is unable to attend due to medical or emergency reasons. Investigations and grievance meetings shall be conducted during non-working hours unless the parties agree otherwise.

Section 5: Upon request, the District agrees to provide to the Association the names and addresses of new employees in the bargaining unit and any changes in address of existing employees in the bargaining unit. It is the responsibility of employees to notify the Superintendent of any address change.

Article VI

Payroll Deductions

Section 1: The District agrees to deduct membership dues for the Bedford Educational Personnel Association, NEA/NH, from the wages of bargaining unit employees, in twenty-one (21) equal installments, provided the employee has authorized such deduction in writing. In the case of a bargaining unit employee who joins the Association later than November 1, the District agrees to deduct prorated dues in equal increments over the remaining consecutive pay periods of the school year provided the employee has authorized such deduction in writing. The Association will provide the District with copies of the employees dues authorization form to facilitate dues deductions. The Association will keep the District informed of the correct name and address of said Treasurer and will certify to the District, in writing, the current rate of its membership dues.

Section 2: Any employee who has authorized a dues deduction may revoke the authorization for dues deductions upon thirty (30) calendar days written notice to the District. The Association shall be promptly notified of any such revocations.

Section 3: If an employee who has voluntarily authorized the deduction of membership dues has no check coming, or if that employee's check is not large enough to satisfy the dues, then no deduction shall be made. If an employee who has voluntarily authorized the deduction of membership dues is no longer actively employed, any dues deductions that may be required will cease as of the last day worked.

Section 4: Should there be a dispute between an employee and the Association or between an employee and the District over the matter of deductions described above, the Association agrees that it will defend, indemnify, and hold harmless the Bedford School Board and the Bedford School District and all of their agents, officers and employees in any such dispute. However, nothing contained herein shall be interpreted as relieving the School District of its responsibilities to make deductions properly authorized pursuant to the first three sections of this Article and to transmit said deductions to the Treasurer of the Association.

Section 5: To the extent available to other District employees, the District agrees to make other authorized payroll deductions for members of the bargaining unit.

Article VII

Employee Rights and Protection

Section 1: The District recognizes the right of employees to associate themselves. In furtherance thereof, the District agrees not to take any action against any member of the Association because of membership in the Association or participation in its lawful activities

Section 2: Normally, disciplinary action will be handled in the following order:

- a. Verbal warning
- b. Written warning
- c. Suspension
- d. Discharge

No disciplinary action will be taken unless there is evidence to support the action.

Section 3: An employee, if he or she so requests, may have a representative of the Association or another member of the bargaining unit present at any meeting which is called by the District for the purpose of imposing disciplinary action or which the employee reasonably believes may lead to disciplinary action. Prior to any such meeting, the employee shall be advised of the purpose of the meeting and shall be given a reasonable opportunity to obtain such representation.

Section 4: The District shall provide a reasonable opportunity for an employee, who so requests, to inspect his/her personnel file and if requested, shall, within a reasonable time, provide that employee with copies of any portion of his or her file. The District may request employees to pay the reasonable cost of photocopying. An employee may have one representative of the Association accompany him/her to review his/her personnel file.

Section 5: No disciplinary or evaluation material shall be placed in an employee's personnel file unless the employee has had the opportunity to review the material. An employee shall sign any such document indicating that the document has been read and is to be filed; it does not necessarily indicate agreement with the content of the document. An employee may attach comments to any document placed in his or her personnel file.

Article VIII

Grievance Procedure

Section 1: Definition

A grievance is a complaint by an employee or employees that there has been a violation, misapplication or misinterpretation of any provision of this Agreement. All time limits in this Article shall mean calendar days. Written grievances must be signed by an employee in the bargaining unit and set forth the specific Article(s) and Section(s) allegedly violated, the date of the alleged violation and the relief requested.

Section 2: Time Limit

A grievance to be considered under this procedure must be initiated in writing within twenty-one (21) days from the date of the event which gives rise to the grievance.

Section 3: Right to Representation

An employee covered by this Agreement shall have the right to have an Association representative present at any grievance meeting, subject to his/her requesting such representation.

Section 4: Informal Resolution

Because the parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve complaints through free and informal communications, the employee shall first discuss his/her complaint with her/his immediate supervisor. Complaints which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure. (See Appendix A) It is understood that this requirement for Informal Resolution does not extend the deadline for filing formal grievance as stated in Section 2.

Section 5: Formal Procedure

Level 1. Within seven (7) days of receipt of a formal grievance, the immediate supervisor may again meet with the aggrieved employee. Within seven (7) days following any such meeting, the immediate supervisor 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) days of the receipt of any answer given at this level.

Level 2. Within fourteen (14) days of a grievance being referred to this level, the Superintendent will meet with the participants from Level 1 and examine the facts of the grievance. The Superintendent shall give his/her answer in writing within seven (7) days of any such meeting. If the Superintendent's answer fails to resolve the grievance, then the grievant may refer the matter to the School Board within seven (7) days of the decision by the Superintendent.

Level 3. Within thirty days (30) after receipt of the grievance, the School Board shall hold a hearing with the participants. The Board must render a written decision within fourteen (14) days of the hearing.

Level 4. If not satisfied with the disposition of the grievance by the School Board, the Association shall inform the Board, in writing postmarked no later than thirty (30) work days after receipt or knowledge of the third level decision, of its desire to submit the grievance to arbitration. If the matter is referred to arbitration, the parties will first attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator within ten (10) working days, then either party may apply to the American Arbitration Association or the PELRB for an arbitrator to be selected under the rules and regulations of the respective agency. The arbitrator shall have the authority to decide procedural and substantive issues of arbitrability. The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this Agreement. The arbitrator's authority is limited to the submitted issues(s). The decision of the arbitrator shall be advisory only and not binding on either party. The expenses of the arbitrator will be shared equally by the parties.

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

Section 7: Grievance(s) of a general nature, or involving decisions by the Superintendent or School Board may be submitted by the Association to Level 2.

Section 8: 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.

Section 9: No reprisals will be taken by the Board or by any member of the administration against any participant in the grievance procedure.

Section 10: Grievances shall not be made a part of any employee's personnel file or used in making employment references.

Section 11: Nothing contained herein shall be construed as limiting the right of any employee or group of employees to meet with the Employer to discuss any grievance informally and to have the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association is informed, in writing, of the resolution of said grievance.

Article IX

Employee Classifications

Section 1: Job classifications for purposes of this Agreement are: Secretary (including clerk), Teaching Assistant (including paraprofessionals, library assistants, reading support and math tutors) and Food Service Workers.

Section 2: Full-time employees are those who work 1100 hours or more per year in a single position in the District. Part time employees are those who work less than 1100 hours per year.

Article X

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, position on the seniority list shall be determined by date of hire. For purposes of this provision, the "date of hire" shall be the date the signed letter of agreement is received and stamped by the central office. If the date of hire of two or more employees is the same, then the position on the seniority list shall be determined by casting lots.

Section 2: Part-time employees shall accrue seniority on a pro-rata basis by dividing the number of hours they work each year by 1100 hours. Probationary employees shall have no seniority rights until the completion of the probationary period, at which time their seniority shall accrue as of their first day of work.

Section 3: An employee shall forfeit accrued seniority and shall no longer be covered by the provisions of this agreement upon: a) discharge; b) resignation; c) retirement; d) failure to respond to notice of recall; e) remaining on layoff status beyond the recall period.

Article XI

Employee Work Schedules

Section 1: Employees shall be informed in writing by May 15th of their position, the number of hours per day, number of days per year, and their rate of pay for the coming school year. No later than the day before the first day of school for students, employees shall be notified by the Principal or designee of their work hours (starting and ending time). It is understood that the District retains the right to change assignments and/or work hours in order to meet the needs of the school. If such change in assignment is necessary, the employee shall be informed as soon as possible.

Section 2:

- (a) Generally, employees are expected to work the hours specified in their employment letters, unless changed by the Administrator or designee.
- (b) It is understood that on occasion the District may temporarily adjust the hours of work to meet the needs of the school or students (such as special events, field trips, meetings or special work related to an employee's work assignment). Reasonable notice shall be given to the employee(s) affected by said adjustment. In the event that an employee is unable to accommodate such adjustment, he or she shall promptly notify the Administrator or designee and reasonable efforts shall be made to find another employee to perform the work. If the District is able to find another employee from within the same building who is willing to perform the assignment and, in the District's judgment, both employees are qualified to perform the alternate assignments, both employees shall be reassigned.
- (c) It is also recognized that there may be unexpected circumstances where a student requires assistance outside the normal workday of the employee. In such cases, employees are expected to follow the protocol established by the Administrator of his/her building to assure that the child is properly attended and/or to obtain approval to work additional hours. If, in the reasonable judgment of the employee, the situation is an emergency which prevents the employee from following the protocol, the employee shall perform as necessary and notify the Administrator or designee as soon as is reasonably possible.
- (d) If an employee is requested or approved by the Administrator or designee to work additional time or, in an emergency, works more than ten (10) additional minutes, the employee shall either be paid for the additional time or shall be permitted to take the time off on another day in the same pay period, at the discretion of the Administrator or designee.

Section 3: Each employee, who works five (5) hours or more per day, shall be entitled to a duty-free lunch of at least thirty (30) minutes in duration. In the event that an employee is required by the Principal or designee to work during the lunch period due to student needs, the employee shall either be compensated for that time or permitted to leave prior to the end of their normal work day, at the Principal's or designee's discretion.

Section 4: Any employee who is asked to substitute in a higher paid position for either a full or half day shall be compensated at the rate of one half or one quarter, as applicable, the pay rate for substituting for a teacher, per day or half day, for such additional duties. This is in addition to the employee's regular pay for that day. This section does not apply to "long-term" substitute positions greater than twenty (20) consecutive days for the same professional position. If an employee does serve as a "long-term" substitute for a professional position, they will retain their position prior to serving as the "long-term" substitute.

Section 5: Any employee who is asked to substitute for another employee in the bargaining unit will be paid at the substituting employee's hourly rate.

Section 6: All paraprofessionals who are assigned to work with specific students shall work and be paid only for days worked. For temporary absences of the student, of 5 consecutive days or less, the employee will be given the choice of performing alternate duties as assigned by Administrator or designee or going home. If the student is absent for more than 5 days or relocates from the District, the employee may be offered alternate duties at the discretion of the Administrator or designee.

Section 7: In the event of special events or functions outside of the normal school day, which require the assistance of food service employees, the District will attempt to assign any additional work on a volunteer basis in the following manner. Assignments shall first be offered to employees in the job classification and within the affected building based on district-wide seniority, and then to employees in the same job classification in other buildings, also based on district-wide seniority. If no volunteers are forthcoming, assignments shall be made on a mandatory basis to employees in the job classification and within the affected building, beginning with the employee with the least district-wide seniority. Such assignments shall be equitably distributed. Equitable distribution refers to the opportunity to work not to the total number of hours worked. The parties understand that, in an emergency situation, it may not be possible to follow the procedure outlined in this section. It is further understood that the above procedure will not apply when a particular group or organization sponsoring the special event or function requests a particular employee, subject to the employee's willingness to accept the work. It is also understood that this section shall not apply to additional work related to a particular employee's work assignment. Food service employees will be paid \$16.00 per hour for such additional work.

Article XII

Overtime

Section 1: Overtime is authorized work performed in excess of forty (40) hours in one week. Paid leave shall not count toward hours worked. Any paid breaks or paid lunch shall count toward hours worked. Paid holidays shall not count towards hours worked. Employees shall be paid one and one-half (1 1/2) times their hourly rate of pay for all hours worked in excess of forty (40) in one week.

Section 2: If any 52 week secretary is required to work on a weekend or on a holiday when the schools and district offices are closed, the District agrees to pay time and a half for such work, whether or not the employee has worked forty (40) hours in that week.

Article XIII

Working Conditions

Section 1: The District shall provide adequate restrooms for employee use.

Section 2: The District agrees to provide without cost to the employee materials, equipment and tools required by the District to perform assigned duties.

Section 3: The Association may appoint one member to serve on the District's Safety Committee. Said appointee may attend Committee meetings to discuss concerns and make recommendations regarding safety in the workplace. Committee meetings attended during work hours shall not result in loss of pay or benefits.

Section 4: The District agrees to seek the Association's input in the development or revision of any job descriptions for bargaining unit positions.

Section 5: The District will provide such orientation and training for all new employees as the District deems necessary. The Association will be asked for input as to the content and design of such orientation and training. If the District provides an orientation and training program for new employees, attendance by the new employees will be required and they will be paid for this time.

Section 6: During the operation of school, each building shall be under the supervision of an administrative employee or his/her designee.

Section 7: Any pupil, who is required during the school day to take medication prescribed by a licensed physician, shall be assisted by the school nurse or another member of the school staff so designated by the building principal, in accordance with New Hampshire State Board of Education Rule Ed 311.02. Medication During the School Day.

Section 8: Employees in the school lunch program will continue to be entitled to lunch at no cost so long as law does not prohibit this practice.

Section 9: Employees who suffer an accidental, on the job injury shall not suffer any loss of sick leave (up to three (3) days) due to the accidental, on the job injury. Employees who suffer an accidental, on the job injury are required to complete the Employer's First Report of Occupational Injury Form as soon as possible.

Article XIV

Evaluations

All monitoring and/or observation of employee work performances shall be conducted openly and with full knowledge of the employee. Job descriptions and evaluation forms shall be provided to new employees no later than the day before the first day of school for students or the first day of work if hired during the school year. The District reserves the right to modify job descriptions and the evaluation process and/or criteria. Employees shall be provided reasonable notice of such modifications and shall be provided copies of the revised job descriptions and/or evaluation forms.

Article XV

Vacancies, Transfers and Promotions

Section 1: A vacancy shall be defined as a newly created position within the bargaining unit or an existing position within the bargaining unit, which is not filled.

Section 2: The District shall have the right to make promotions and fill vacancies primarily on the basis of qualifications for the job being posted.

Section 3: All vacancies, which the District intends to fill, shall be posted on the District web site for a period of five (5) working days. The posting may include the following information:

1. Position
2. Starting Date and location
3. Job Status (Full-time, Part-time, hours, etc.)
4. Qualifications for Job
5. Date of Posting

Section 4: If an employee is reassigned into another job classification, he or she shall serve a trial period of ninety (90) working days.

Section 5: When an employee reassigned from one position in the bargaining unit to another position in the bargaining unit, said employee shall carry all accrued benefits (including sick leave, vacation leave, seniority, etc.) to her/his new position, provided that the accrued benefit and/or benefit limits are consistent with the benefits and/or benefit levels applicable to the new position. If the employee would not be eligible for vacation in the new position, any accrued vacation would be paid, at the pay rate applicable to the old position within the next pay period after the effective date of the reassignment.

Article XVI

Professional Development and Training

Section 1: The District will retain records of the certification, degree's attained and accumulation of clock hours towards recertification for paraprofessionals.

Section 2: The District agrees to provide an amount not to exceed \$6,000 for each year of this contract for reimbursement of course tuition fees and/or workshop fees as follows:

One half for use between July 1 and December 31; and

One half for use between January 1 and June 30.

Each member of the bargaining unit will have available to them an amount not to exceed three hundred dollars (\$300) per contract year. Any amounts not used in the first half of the contract year will carry over to the second half of the contract year. In any year where the amount of reimbursement exceeds the allocation, an additional \$2,000 will be added to that year's amount for the following years of the contract.

Section 3: The District will provide annual professional development opportunities for members of this bargaining unit. The District will allocate an amount not to exceed \$2,000.00 towards professional development opportunities during each year of the contract.

Section 4: Any unused funds available from those funds designated in Section 2 above for a given fiscal year shall be utilized to reimburse those bargaining unit members who were denied funding for approved courses during that fiscal year solely due to lack of funds at the time of their request. Such funds will be distributed on a pro rata basis.

Article XVII

Holidays

Section 1: Secretaries who work 52 weeks per year shall be eligible for the following paid holidays:

Labor Day	Martin Luther King Day
Columbus Day	Presidents' Day
Veterans' Day	Memorial Day
Thanksgiving Day and day after	Independence Day
Christmas Day and day after	
New Year's Day	

If the holiday falls on a Saturday or Sunday, the preceding Friday or following Monday will be observed.

Section 2: If school is in session on one of the above holidays, the secretary will be given an alternative day off. The alternative day must be used by August 30 following the school year in which it is accrued. Requests to use such days shall be approved at the discretion of the Administrator or designee.

Article XVIII

Vacations

Section 1: Secretaries who work 52 weeks per year shall accrue vacation time at the following rates:

<u>Years of Service</u>	<u>Number of Days</u>
0 through 10	.833 days/month
After completion of ten (10) years	1.250 days/month
After completion of fifteen (15) years	1.66 days/month
After completion of twenty (20) years	2.083 days/month

Section 2: Vacation time begins accruing on the first day of employment and may be used after completion of the probationary period.

Section 3: Vacation time must be used by August 30 following the school year in which it is accrued or it shall be forfeited.

Section 4: All requests for vacation leave must be made in writing to the Administrator or designee who shall approve or deny all vacation requests in a timely manner. Vacation requests shall be approved at the discretion of the Administrator or designee.

Section 5: Upon termination, an employee shall be paid for any accrued and unused vacation time at his/her regular hourly rate.

Section 6: Unscheduled absence on the day preceding or following a vacation may result in loss of pay for the unscheduled absence if certification of illness is not provided by the employee.

Section 7: Vacation time is not earned during unpaid leaves.

Article XIX

Sick Leave

Section 1: All full-time employees shall accrue sick leave at the rate of one (1) day per month during their work year. All part-time employees shall accrue sick leave at the rate of one-half (.5) day per month during their work year.

Section 2: "Days" as used in this Article refers to the average number of contracted hours the employee is regularly scheduled to work each week divided by five (5).

Section 3: Sick leave will be tracked on an hourly basis and may be accumulated as follows:

For 52 week secretaries - 100 x their contracted hours of work per day

For all other full-time employees - 90 x their contracted hours of work per day

For all part-time employees - 45 x their contracted hours of work per day

Section 4: Sick leave may be used for an employee's personal illness. Sick leave shall be used in hourly increments. Up to three (3) days of accrued sick leave per year may be used for illness of a member of the employee's immediate family who needs the care of the employee.

Section 5: Except as provided in Section 6 below, upon termination for any reason an employee shall not be entitled to payment of any unused accumulated or current sick leave.

Section 6: Effective July 1, 2004, an employee over age 55 who resigns or retires in good standing after fifteen (15) years of continuous employment in the district shall be entitled to payment at the employee's current base rate for fifty percent (50%) of the unused sick days beyond the maximum accumulation allowed in Section 3 above, up to a maximum payment of \$7,500.00. In the event of the death of an employee who would have otherwise been eligible for payment of unused sick time under this provision, payment shall be made to the employee's estate.

Article XX

Other Paid Leaves

Section 1: Emergency Leave. Full-time employees shall be allowed up to three (3) days emergency leave to be used solely when an employee's absence from work is necessary and unavoidable. Part-time employees shall be allowed one and one-half (1.5) days of emergency leave to be used solely when an employee's absence from work is necessary and unavoidable.

“Necessary and unavoidable” means that the event requires the employee's attendance and cannot be scheduled during non-work hours, not merely that it is more convenient to schedule it during work hours.

An employee shall be granted one (1) day of emergency leave, as defined above, without stating specific reasons provided three (3) days notice is given and that such leave is not taken on the day before or the day after a holiday or vacation period. If three days notice is not given, or such leave falls on the day before or the day after a holiday or vacation period, emergency leave may be granted at the discretion of the Superintendent or designee. For all other emergency days, employees must submit requests, stating the reason, in writing to the Administrator at least three (3) days in advance, to the extent possible

For secretaries who work year round, unused emergency leave shall be converted to accumulated sick leave at the end of each school year. Upon termination for any reason, an employee shall not be entitled to payment for unused emergency days.

Section 2: “Days” as used in this Article refers to the average number of contracted hours the employee is regularly scheduled to work each week divided by five (5).

Section 3: Bereavement Leave. All employees shall be granted up to three (3) days paid leave in the event of a death in the employee's family. Additional bereavement days may be requested and will be granted at the sole discretion of the Superintendent. For purposes of this section, “family” means spouse, parent (step-parent), child (step-child), sibling (step-sibling), grandparent, grandchild, mother-in-law, father-in law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and the employee's aunt or uncle. Bereavement leave may not be accumulated and carried over to the next school year. Upon termination for any reason, an employee shall not be entitled to payment for unused bereavement leave.

Section 4: Jury Duty. 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 the gross jury pay or witness fee and the employee's regular base pay. The employee shall submit a copy of the jury pay or witness fee to the District and the District shall pay the

employee the difference between the pay received and his or her regular wages. Part-time employees will also be paid the difference between the jury pay or witness fee and their regular wages, provided the jury duty occurred during hours the employee would have been working for the District and provided the employee did not receive jury pay from another employer.

If an employee completes said jury duty or other appearance with two (2) or more hours remaining on his/her regularly scheduled shift, he or she shall call the Administrator or designee to determine whether he or she should report to work for the remainder of the shift.

Section 5: Military Reserve Duty. Any employee who is a member of the Armed Forces or the National Guard shall be granted up to two (2) weeks of leave per calendar year for reserve duty. During such period, the District shall pay the difference between the reserve pay and the employee's regular base pay. The employee shall submit a copy of the reserve pay to the District and the District shall pay the employee the difference between the reserve pay and his or her regular wages.

Section 6: At the discretion of the Superintendent or designee, members of the bargaining unit may be granted one (1) day of professional leave.

Section 7: Association Leave. The President of the Association or the President's designee shall be granted one paid professional day per school year to attend the annual NEA/NH Assembly of Delegates.

Section 8: Abuse of Leave. In the event a question should arise concerning use or abuse of leave, as described above, the Superintendent or his/her designee may investigate the perceived abuse of leave. The penalty for abuse could result in withholding of salary for the day(s) involved and/or other disciplinary action.

Article XXI

Wages

Section 1: New Hire Rates

	<u>Effective /Hourly Rate</u>	<u>Effective /Hourly Rate</u>	<u>Effective/Hourly Rate</u>
Clerks	July 1, 2009: \$10.75	July 1, 2010: \$11.00	July 1, 2011: 11.25
Food Service Lead	July 1, 2009: \$11.50	July 1, 2010: \$11.75	July 1, 2011: \$12.00
Food Service	July 1, 2009: \$9.30	July 1, 2010: \$9.55	July 1, 2011: \$9.80
Library Assistant	July 1, 2009: \$11.50	July 1, 2010: \$11.50	July 1, 2011: \$11.50
Math Tutors	July 1, 2009: \$10.00	July 1, 2010: \$10.25	July 1, 2011: \$10.50
Reading Support	July 1, 2009: \$13.00	July 1, 2010: \$13.25	July 1, 2011: \$13.50
Secretary	July 1, 2009: \$11.75	July 1, 2010: \$12.00	July 1, 2011: \$12.25
Paraprofessional	July 1, 2009: \$10.00	July 1, 2010: \$10.25	July 1, 2011: \$10.50
Paraprofessional (NH State Cert.)	July 1, 2009: \$10.30	July 1, 2010: \$10.55	July 1, 2011: \$10.80
Paraprofessional (B. A.)	July 1, 2009: \$10.60	July 1, 2010: \$10.85	July 1, 2011: \$11.10

New employees may be hired above these hourly rates based on their previous related experience, provided that no new employee is paid at a rate higher than a current employee with similar experience.

Section 2: Wage Rates

Effective July 1, 2009, current employees shall receive a \$.65 per hour increase.

Effective July 1, 2010, current employees shall receive a \$.65 per hour increase.

Effective July 1, 2011, current employees shall receive a \$.65 per hour increase.

Section 3: Paraprofessional Certification / Bachelor's Degree

A paraprofessional who attains paraprofessional certification or a bachelor's degree by the beginning of a new school year, and provides the certification or bachelor's degree documentation to Central Office by November 1, will receive either a \$0.30/hr. increase over the base paraprofessional rate for paraprofessional certification or a \$0.60/hr. increase over the base paraprofessional rate for a bachelor's degree, whichever is greater, retroactive to the beginning of the school year. If the paraprofessional provides the certification or bachelor's degree documentation to Central Office after November 1, the documentation must be received in Central Office by the first of the month for the hourly increase to be effective with the first full pay period of the following month.

A paraprofessional who attains paraprofessional certification or a bachelor's degree after the beginning of a new school year and provides the certification or bachelor's degree documentation to Central Office, will receive either a \$0.30/hr. increase over the base paraprofessional rate for paraprofessional certification or a \$0.60/hr. increase over the base paraprofessional rate for a bachelor's degree, whichever is greater. The documentation must be received in Central Office by the first of the month for the hourly increase to be effective with the first full pay period of the following month.

Section 4: Pay Periods

Full-time employees' wages will be paid over 21 or 26 equal installments based upon their annual wages. If the full-time employee chooses twenty-six (26) payments, he/she may choose to receive the final six (6) payments at once (balloon check) or in biweekly payments through the months of June, July and August. Part-time employees will be paid biweekly based upon their hours worked in the previous pay period. There will be a form for employees to choose their method of payment.

Article XXII

Insurance

Section 1: Health

The Board agrees to provide all full-time members of the bargaining unit hospital/medical insurance coverage under Blue Cross/Blue Shield Plan JY Managed Care Rider or Blue Choice Managed Care (with \$10 copay per office visit) Preferred Blue (HSA) for the period through 2012, or Matthew Thornton Health Plan for the period through June 2010. In case both husband and wife are employed by the school district, the Board shall pay 100% of the monthly premium for a two-person or family plan. Any payroll deductions of employee contributions shall be spread over 21 or 26 pay periods.

- For the Blue Cross/Blue Shield “J(Y)” with Managed Care Rider the School District shall pay:
 - Eighty-one (81%) percent of the premium in 2009/10.
 - Eighty-one (81%) percent of the premium in 2010/11.
 - Eighty-one (81%) percent of the premium in 2011/12.
- For the Blue Choice Managed Care (\$10 office visit copay) the School District shall pay:
 - Ninety-four (94%) percent of the premium in 2009/10.
 - Ninety-three (93%) percent of the premium in 2010/11.
 - Ninety-two (92%) percent of the premium in 2011/12.
- For the Matthew Thornton Health Plan the School District shall pay:
 - Ninety-seven (97%) percent of the premium in 2009/10.
 - The Mathew Thornton Plan will be discontinued after the 2009/10 school year.
- For the Preferred Blue HSA (\$2,500 plan) the School District shall pay:
 - One Hundred (100%) percent of the premium in 2009/10
 - Ninety-eight (98%) percent of the premium in 2010/11
 - Ninety-seven (97%) percent of the premium in 2011/12

The School District will contribute towards the Health Savings Account (HSA) at the following levels for the first three (3) years of the employee’s selection of the HSA plan during the term of this agreement:

Year 1	HSA contribution of \$1,250 for the single plan and \$2,500 for the two-person and family plans.
Year 2	HSA contribution of \$1,000 for the single plan and \$2,000 for the two-person and family plans.
Year 3	HSA contribution of \$750 for the single plan and \$1,500 for the two-person and family plans.

Contributions to the HSA by the School District will only be made for employees who elect the Preferred Blue HSA in consecutive years. District contributions to the HSA will be in compliance with IRS regulations.

Section 2: Dental

The District agrees to provide all full-time members of the bargaining unit dental insurance coverage under the Delta Dental Insurance Plan outlined below.

Coverage

A = 100%

B = 80%

C = 50%

D = 50% (under age 19)

No Deductibles

\$2,000 contract year maximum per person

The District shall pay One Hundred Percent (100%) of the premium for the One-Person Plan with a \$1,000 contract year maximum per person and Ninety Percent (90%) payment of the premium for the Two-Person and Family Plans with a \$1,000 contract year maximum per person. The full-time member will pay the additional premium for the plans with a \$2,000 contract year maximum per person. Only the \$2,000 contract year maximum per person dental plan will be available to full-time members through 2012.

Section 3: Long Term Disability Insurance

The District agrees to provide at no cost to all full-time members of the bargaining unit a long-term disability policy. Said policy will pay 66 2/3% of basic monthly earning to a maximum benefit of \$2,500 per month after accumulated sick leave is depleted or ninety (90) calendar days, whichever is greater. Benefit duration is to normal Social Security retirement age.

Section 4: Life Insurance

The District agrees to provide a \$30,000 life insurance plan for each full-time member of the bargaining unit. Full-time members may purchase additional life insurance, at their own expense, from the District's insurance provider given a minimum participation rate of fifteen percent (15%) of the bargaining unit.

Section 5: If during the life of this Agreement or after its expiration and prior to the ratification of a successor agreement, the Bedford Education Association ("BEA") agrees to a different insurance plan(s) as a replacement to any of the plans described above, such new plan(s) shall replace the plans described above effective on the

same date that such new plans become effective for the members of BEA, provided, however, that the District shall provide notice to the Association when any proposed change is first presented to BEA and, if requested by the Association, will reopen negotiations with the association concerning the impact of any such change on members of the bargaining unit.

ARTICLE XXIII

Retirement

Section 1: The district will fund at least three (3) one-time retirement benefit payments of ten thousand dollars (\$10,000.) for bargaining unit members who retire with at least twenty-five (25) years of service in the District. Retirement shall be defined as a bargaining unit member who is at least fifty-five (55) years of age and is retiring from his/her occupation. The bargaining unit member must give written notice to the Superintendent of Schools by October 31 of his/her intention to retire. Normally, payment of this benefit will occur prior to the end of the fiscal year. Notification after October 31 may result, at the District's discretion, in the payment(s) being paid in the next fiscal year. A bargaining unit member approved for the retirement benefit may notify the Superintendent of Schools by May 1 to continue employment.

Section 2: In any year in which more than three (3) bargaining unit members apply for the retirement benefit, the District shall approve at least three (3). If there are more than three (3) applicants, preference shall be given to the bargaining unit member with the most seniority as defined in Article X Section 1.

Section 3: The district shall notify bargaining unit members of their approval/non-approval in writing no later than January 15.

Section 4: Bargaining unit members whose service in the Bedford School District has been at least partially on a part-time basis and are approved for the retirement benefit, shall receive a prorated payment calculated by multiplying the applicable payment in Section 1 above by a fraction, the denominator of which is the employee's total years of service in Bedford and the numerator of which is the sum of the employee's full-time equivalent (FTE) years of service in the Bedford School District. For example, if the bargaining unit member is retiring with 27 years of service in Bedford, 20 of which were full-time and 7 of which were part-time with .4 + .4 + .6 + .6 + .8 + .8 + .8, the prorated payment would be calculated as follows:

$$\$10,000 \times (20 + .4 + .4 + .6 + .6 + .8 + .8 + .8) / 27 = \$8,740.74$$

Article XXIV

Effect of Agreement

This Agreement represents the final resolution of all matters in dispute between the parties, and the provisions of this Agreement shall not be changed or altered unless such change or alteration has been agreed to in writing by both parties. Having reached final agreement, negotiations shall be closed and shall not be reopened on any matter contained herein, except by mutual agreement, until the beginning of the school year immediately preceding the expiration date of this Agreement.

Article XXV

Separability

If any provisions of this Agreement or any application of any provision of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision shall not be deemed valid, but all other provisions shall continue in full force and effect. The parties agree to meet promptly to attempt to renegotiate any provision declared invalid, provided such renegotiation is possible in light of the law which rendered the provision invalid.

Article XXVI

Duration

This Agreement shall be effective July 1, 2009 and continue in full force and effect through June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have executed in this Agreement.

Bedford School District

By: [Signature]
School Board Chairman

Date: 3/23/2009

By: Timothy K. Mayer
Superintendent of Schools

Date: 3/23/2009

Bedford Educational Personnel
Association, NEA/NH

By: [Signature]
Susan Hilchey, President

By: Bernadette Kenny
Bernadette Kenny

By: Julie Edmunds
Julie Edmunds

By: Toni Stonefield
Toni Stonefield

By: Marilyn DeTone
Marilyn DeTone

Appendix A
BEDFORD SCHOOL DISTRICT
Grievance Report Form-BEPA

Level One

To: _____ Dated filed: _____
Principal or Immediate Supervisor

Name of Grievant: _____ School: _____

I. (a) Date of Grievance: _____

(b) Statement of Grievance (be sure to include the date and specific violation or condition with proper references to the Master Agreement):

(c) Relief Sought: _____

Signature: _____

Date: _____

II. Answer given by Principal or immediate supervisor: _____

Signature: _____

Date: _____

III. Position of Grievant:

Accepted _____ Not Accepted _____/Proceed to Level Two _____

Signature: _____

Date: _____

Note: Complete in triplicate with copies to Principal/Immediate Supervisor, Superintendent, and Grievant.