MASTER AGREEMENT

BY AND BETWEEN

THE

BEDFORD EDUCATION SUPPORT STAFF ASSOCIATION, NEA/N.H.

AND THE

BEDFORD SCHOOL BOARD

July 1, 2011 through June 30, 2014

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PREAMBLE

THIS AGREEMENT made and entered into on this 4th day of April, 2011, by and between the Bedford School Board, hereinafter referred to as "Board" or the "Employer" and the Bedford Education Support Staff Association, NEA/N.H., hereinafter referred to as the "Association."

ARTICLE I

RECOGNITION

Section 1: The Board recognizes the Bedford Education Support Staff Association, NEA-New Hampshire as having been certified by the New Hampshire Public Employee Labor Relations Board pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all Custodians and Maintenance personnel. Excluded: Director of Maintenance.

Section 2: The School Board 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: The Bedford School Board agrees that it will not discriminate in its employment practices against any member of the bargaining unit based on Association membership or activity in the Association.

Section 5: 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 sixty (60) working days from the date of hire. During such probationary period, any discipline, including discharge, shall not be subject to the grievance procedures 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 Board 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 VIII, 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

Should any employee or group of employees engage in any form of job action prohibited by RSA 273-A, the Association will cooperate with the Board to bring it to a halt.

ARTICLE V

ASSOCIATION RIGHTS AND SECURITY

Section 1: The Employer 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 employer, or the employees. The parties agree that all material placed on the bulletin boards should be provided to the building administrator prior to or at the same time as the posting. 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 which are otherwise available to the public, provided such use does not interfere with District operations.

Section 3: When it is necessary for Association officials to meet with bargaining unit employees during working hours, the Association shall first contact the Superintendent to 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 employer. 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. Association representatives shall be allowed a reasonable opportunity to investigate and present grievances during work hours without loss of compensation or benefits.

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 Employer agrees to deduct membership dues for the Bedford Education Support Staff Association, NEA/NH, from the wages of those bargaining unit employees who individually and voluntarily authorize such deductions in writing provided to the Employer. (See Appendix A.) Deductions shall be made on a biweekly basis and sent monthly to the treasurer of the Bedford Education Support Staff Association, NEA/NH. The Association will keep the Employer informed of the correct name and address of said Treasurer and will certify to the Employer, in writing, the current rate of its membership dues.

Section 2: Each employee who, on the effective date of this agreement, is a member of the Association, and each employee who becomes a member after that date shall continue his/her membership during the duration of this agreement, provided, however, that an employee may at his/her discretion and in writing withdraw his/her membership from the Association and/or revoke the authorization for dues deductions within thirty (30) calendar days of each yearly anniversary date of the contract. The Association shall be promptly notified of any such withdrawals.

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 Board 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 Board 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 Board agrees to make other authorized payroll deductions for members of the bargaining unit.

ARTICLE VII

EMPLOYEE RIGHTS AND PROTECTION

Section 1: The Board recognizes the right of employees of the District not to have action taken against them by reason of lawful activities carried on away from school buildings and during non-working hours. However, nothing contained herein shall be deemed to include conduct which would otherwise be grounds for discipline

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 Employer 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 Employer 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 Employer 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 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 document being placed in his/her file. Such signature indicates that the document has been read and is to be filed; it does not necessarily indicate agreement with the content of the document. Refusal of an employee to sign any document does not prevent the Employer from placing the document in the file. An employee may attach comments to any document placed in his or her personnel file.

Section 6: The personnel record of an employee will be cleared of written reprimand after a period of two (2) years from the date of the reprimand provided there are no infractions of a similar or greater severity during the intervening period. The personnel record of an employee will be cleared of a suspension notice after a period of three (3) years provided there are no infractions of similar or greater severity during the intervening period.

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 time, 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 the 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 B.)

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.

Level 3. Within thirty (30) days 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 biding 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

Full-time employees are those employees who are scheduled to work at least eleven hundred (1,100) hours per year. Part-time employees are those employees who are scheduled to work less than eleven hundred (1,100) 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 casting lots.

Section 2: Part-time employees shall accrue seniority on a pro-rata basis. 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. If an employee who has resigned is subsequently rehired within two weeks of his/her resignation, then seniority rights will be restored upon hire if the employee promptly refunds any monies that may have been triggered by the resignation.

ARTICLE XI

EMPLOYEE WORK SCHEDULES

Section 1: Employees shall be informed in writing of their work hours, including their shift (day/night), number of hours per day, and number of days per year for the coming school year and summer vacation period. This notice shall be provided by May 15th preceding the new school year.

Section 2: There shall be two eight (8) hour shifts at the three elementary schools, the intermediate school, the middle school, and the high school. The first shift shall begin between 6:00 am and 7:30 am. The second shift shall begin between 2:00 pm and 3:30 pm.

Section 3: It is understood that on occasion, the hours of work may need to be temporarily adjusted to address emergencies, special events, or specific work needs at the schools. Reasonable notice shall be given to the employees affected by said adjustment. The District shall first attempt to accommodate these needs on a volunteer basis. However, if no volunteers are available, the District may assign this work to employees. Such assignments shall be distributed equitably.

Section 4: During extended school vacations (December, February, April and Summer), employees on the first and second shifts shall work on the first shift. However, the District reserves the right to retain second shift employees on the second shift during vacation periods as required by program needs. Preference for shift assignments will be given first to more senior staff within the affected school.

Section 5: It is also understood that in the event that the starting time at any of the schools is changed, the hours of work set forth in Section 2 will be adjusted proportionately.

Section 6: A change from one shift to another (day/night, night/day), may be made only temporarily in emergencies, or by mutual agreement of the District and the employee.

Section 7: Any employee called back to work shall receive a minimum of two hours pay or pay for time worked, whichever is greater.

Section 8: The District agrees to continue its current practice with regard to employee breaks and meal periods.

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 lunch shall count toward hours worked. Paid holidays shall count toward hours worked. Employees shall be paid one and one-half (1 ½) times their hourly rate of pay for all hours worked in excess of forty (40) in one week or in excess of eight (8) hours in one day. Alternately, employees may elect to accrue compensatory time off at the rate of one and one-half (1 ½) hours for each hour of overtime worked. Compensatory time may not accrue to more than forty (40) hours. Requests for compensatory time must be submitted to the Director within a reasonable time prior to the requested time off. Use of compensatory time shall be permitted unless it unduly disrupts the operation of the School District. Upon termination of employment, the District shall pay to the employee the value of his/her unused accrued compensatory time at the pay rate in effect upon termination.

Section 2: The Board agrees to pay double time for Sunday and holiday work, whether or not the employee has worked forty (40) hours in that week.

Section 3: The Employer will first attempt to assign overtime on a volunteer basis in the following manner. Overtime shall first be offered to custodians within the affected building, based on district-wide seniority, and then to maintenance personnel, also based on district-wide seniority. If no volunteers are forthcoming, overtime shall be assigned on a mandatory basis to custodians within the affected building, beginning with the custodian with the least district-wide seniority. When voluntary, overtime assignments shall be equitably distributed. Equitable distribution refers to the opportunity to work overtime, not to the total number of overtime hours worked. Provided, however, that no one employee shall be assigned mandatory overtime on more than three (3) consecutive occasions in a contract year. The parties understand that, in an emergency situation, it may not be possible to follow the procedure outlined in this section.

ARTICLE XIII

WORKING CONDITIONS

Section 1: If an employee is required to use personal property to perform assigned duties, the Employer shall reimburse the employee for the loss or damage of such property occurring during the course of employment which was not the result of the employee's negligence.

Section 2: The Employer shall provide adequate rest areas and restrooms for employee use.

Section 3: Employees shall report any serious student control or discipline problems to the building principal. The Employer or its designated representative shall take reasonable steps to relieve the employee of responsibility for such situations.

Section 4: The Employer agrees to provide without cost to the employee materials, equipment and tools required to perform assigned duties. If the Employer requires employees to wear uniforms, said uniforms shall be provided by the Employer at no cost to the employee.

Section 5: 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 6: If weather conditions reasonably prevent an employee from reporting to work, the employee may elect to use vacation leave or personal leave, provided the employee has reported his/her absence to the Supervisor either before or within a reasonable time after the scheduled start of his/her shift. If an employee reports to work up to two hours late due to inclement weather, he/she may elect to make up the missed time, or take vacation or personal leave. Use of leave under this section shall be subject to approval of the Superintendent, which shall not be unreasonably denied.

Section 7: If the Superintendent determines conditions warrant sending employees home or instructing them not to report to work, there shall be no loss of pay or benefits for affected employees.

Section 8: The Board agrees to seek the Association's input in the development or revision of any job descriptions for bargaining unit positions.

ARTICLE XIV

EVALUATIONS

All monitoring and/or observation of employee work performances shall be conducted openly and with full knowledge of the employee.

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 Board shall have the right to make promotions and fill vacancies primarily on the basis of qualifications for the job being posted. If the qualifications of two or more applicants are substantially equal, the position shall be given to the applicant with the greatest seniority, as defined in Article X.

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 promoted into another job classification, he or she shall serve a trial period of sixty (60) working days. At the end of the trial period, if the Employer determines the employee is not satisfactorily performing the duties of the new position, or if employee is dissatisfied with the new position, the employee shall be returned to his/her former position.

Section 5: The District retains the right to transfer employees within existing job classifications. The District may, if appropriate, seek volunteers for such transfers. Involuntary transfers shall not be arbitrary, capricious, or unreasonable. Employees shall not incur a reduction in pay as a result of a transfer.

Section 6: An employee assigned by the Employer to temporarily work the duties of an employee in a higher paid classification for five (5) consecutive days shall be paid the regular rate for those duties, retroactive to the first day the employee was assigned to work the duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.

ARTICLE XVI

LAYOFF AND RECALL

Section 1: No employee shall be laid off unless said employee has been notified at least thirty (30) days prior to the layoff.

Section 2: In the event of a layoff, employees shall be laid off within the affected job classification according to seniority. Job classifications are custodian and maintenance. Part-time employees in the affected job classification shall be laid off, beginning with the part-time employee with the least seniority, before full-time employees in the affected job classification. In no case shall a new employee be hired while there are laid off employees who are qualified for a vacant or newly created position.

Section 3: In the event a position within the affected job classification is reopened within one (1) year of a layoff, the Employer agrees to recall employees in reverse order of layoff.

Section 4: Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer informed as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report to work, providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights and any right to future recall. However, if the employee is temporarily ill or disabled and cannot accept recall, his/her name shall remain on the recall list for the remainder of the one (1) year recall period. A part-time employee may refuse a full-time position and a full-time employee may refuse a part-time position, but still remain on the recall list.

Section 5: Recalled employees shall retain previously accrued seniority and other benefits including sick and vacation leave.

ARTICLE XVII

OCCUPATIONAL IMPROVEMENT AND TRAINING

When approved by the Employer, employees shall be reimbursed for fees and travel expenses in connection with work related seminars or workshops. Such requests by employees shall be given reasonable consideration by the Employer and shall not result in loss of pay or benefits if attendance is during working hours.

ARTICLE XVIII

HOLIDAYS

Section 1: All full-time employees working on the first and second shift who have completed their probationary period shall be eligible for the following paid holidays:

Labor Day	Civil Rights 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	

Part-time employees who are hired to work fifty-two (52) weeks per year shall be eligible for holiday pay for the number of hours which they would otherwise be scheduled to work on the above holidays.

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

Section 2: Compensatory time will be provided for paid holidays which occur while school is in session.

ARTICLE XIX

VACATIONS

Section 1: All full-time employees shall accrue vacation time at the following rates:

Years of Service	Number of Days
0-5	.833 days/month
After completion of five (5) years	1.250 days/month
After completion of ten (10) years	1.66 days/month
After completion of twenty (20) years	2.083 days/month

Part-time employees who are hired to work fifty-two (52) weeks per year shall accrue vacation time on a prorata basis.

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 within one (1) year of the 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 Director who shall approve or deny all vacation requests in a timely manner. Vacation requests shall be approved unless more than one employee requests the same vacation or work scheduling demands reasonably prohibit any or all requesting employees from being absent at the requested times. In cases where more than one employee requests the same vacation, the employee with the greatest seniority shall be given preference.

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 XX

SICK LEAVE

Section 1: All employees shall accrue sick leave at the following rates:

Employee Classification	Number of Days
Full-time	1.0 days/mo.
Part-time	.5 days/mo.

Section 2: "Days" as used in this Article refers to the number of hours the employee is regularly scheduled to work.

Section 3: Sick leave may be accumulated as follows:

Full-time	=	up to 90 days
Part-time	=	up to 45 days

Section 4: Sick leave may be used for an employee's personal illness. Up to two (2) days accrued sick leave per year may be used for the illness of a member of the employee's immediate family.

The employee must notify the supervisor prior to the start of the employee's shift. The supervisor or Superintendent may require a physician's statement verifying the employee's illness and certifying that the employee is able to return to work if an employee is absent for three (3) or more consecutive days. The supervisor or Superintendent may also require a physician's certification of illness if an employee is absent more than six (6) times during a six (6) month period or if sick leave is used in sequence with a vacation or holiday. Failure to produce a physician's certification when requested by the supervisor or Superintendent may result in denial of sick leave.

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, 1998, 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 of ninety (90) days 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 XXI

OTHER PAID LEAVE

Section 1: Personal Leave

An employee shall be granted up to three (3) days personal leave to take care of important matters that cannot be handled except during the working day. Such days shall be granted 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 (3) days notice is not given, or such leave falls on the day before or the day after a holiday or vacation period, personal leave may be granted at the discretion of the Superintendent.

Unused personal days shall be converted to accumulated sick leave at the end of each year and carried over to the next school year.

Upon termination for any reason, an employee shall not be entitled to payment for unused personal days.

Section 2: Bereavement Leave

All employees shall be granted up to three (3) days paid leave in the event of a death in the employee's immediate family. Additional time may be granted at the sole discretion of the Superintendent on a case by case basis.

For purposes of this Article, "immediate family" includes an employee's spouse, parent, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and/or sister-in-law.

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 3: 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 turn in the jury pay or witness fee over to the District and the District shall pay the employee his or her regular wages. Part-time employees shall also be paid the difference between the jury pay or witness fee and their regular base pay, provided the part-time employee does not receive jury duty pay from another employer. If the employee completes said jury duty or other appearance with two (2) or more hours remaining on his or her regularly scheduled shift, he or she shall report to work for the remainder of the shift.

Section 4: Military Reserve Duty

Any full-time 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 turn the reserve pay over to the District and the District shall pay the employee his or her regular wages.

Section 5: 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 XXII

WAGES

Section 1: New Hire Rates

The hire rate for new employees shall be as follows:

Effective Date	Custodians	Maintenance Personnel
July 1, 2011	$10.60	$12.60
July 1, 2012	$10.60	$12.60
July 1, 2013	$10.90	$12.90

New employees may be hired above these 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: Cost of Living Adjustments

Effective July 1, 2011 current employees shall receive a .36 an hour raise.

Effective July 1, 2012 current employees shall receive a .37 an hour raise.

Effective July 1, 2013 current employees shall receive a .37 an hour raise.

Section 3: Head Custodians and Night Lead Custodians

A Head Custodian shall receive an additional $.50 an hour above the rate he/she would ordinarily qualify for as a Custodian. The Lead Head Custodian shall receive an additional $.50 an hour above the rate he/she would ordinarily qualify for as a Head Custodian. A Night Lead Custodian shall receive an additional $.50 an hour above the rate he/she would ordinarily qualify for as a Custodian, on those days when the Night Lead Custodian is supervising a second shift.

Section 4: Maintenance

Maintenance workers holding a current NH license for plumbing and electrical shall be paid an additional rate of: $2.75 per hour for Masters and $1.00 per hour for Journeyman's license. Upon completion of the Master license, a Journeyman will be eligible to receive the additional $1.75 per hour. Maintenance workers holding a NH Supervisory Commercial Applicator license shall be paid an additional rate of $.75 per hour. Maintenance workers holding a NH Community Technical College HVAC Certificate or comparable certificate shall be paid an additional rate of $.75 per hour.

To be eligible, the license must be related to the essential responsibilities of the position and a copy of a current license shall be kept on file at the Superintendent's Office.

Other maintenance occupations requiring special skills needed by the District may be reviewed and, if agreed by BESSA and the District, may qualify for an additional stipend based on education or experience.

ARTICLE XXIII

INSURANCE

Section 1: Health

The Board agrees to provide hospital/medical insurance coverage under Blue Choice Managed Care (with $10 copay per office visit), or the Preferred Blue HSA Plan through June 2014.

- For the Blue Choice Managed Care ($10 office visit copay) the School District shall pay:
    - Ninety-three percent (93%) of the premium in 2011-2012
    - Ninety-two percent (92%) of the premium in 2012-2013
    - Ninety-one percent (91%) of the premium in 2013-2014
- For the Preferred Blue HSA ($2,500 plan) the School District shall pay:
    - Ninety-eight (98%) of the premium in 2011-2012
    - Ninety-eight percent (98%) of the premium in 2012-2013
    - Ninety-eight percent (98%) of the premium in 2013-2014

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.

Any payroll deductions of employee contributions shall be spread over 26 pay periods.

If during the life of this Agreement the Bedford Education Association agrees to a different insurance plan(s) as a replacement to any of the plans described above, such plan(s) shall replace the plans described above, provided there are no additional out-of-pocket expenses incurred by members of this Bargaining Unit. In determining whether there is an increase in out-of-pocket expenses, consideration will be given to employee premium savings. If there are additional out-of-pocket expenses, then the parties agree to reopen negotiations concerning wages (Article XXII) and health insurance (Article XXIII, Section 1), provided, however, the parties specifically agree that all wage rates set forth in Article XXII, Section 2 and the insurance co-payments reflected above will remain in full force and effect and will not be affected by the re-opener.

Section 2: Dental

The Board agrees to provide all full-time members of the bargaining unit dental insurance coverage under the Delta Dental Insurance Plan outlined below. The School 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. Only the $2,000 contract year maximum per person dental plan will be available to full-time members through 2014.

Coverage
A = 100%
B = 80%
C = 50%
D = 50% (under age 19)
No Deductibles
$2,000 contract year maximum per person

Section 3: Long Term Disability Insurance

The Board agrees to provide at no cost to 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 Board agrees to provide a $30,000 life insurance plan for each member of the bargaining unit.

ARTICLE XXIV

RETIREMENT

Section 1: All employees meeting the eligibility requirements of N.H. RSA 100-A shall be covered under the New Hampshire Retirement System.

Section 2: At time of retirement, a full-time employee who has worked at least twenty-five (25) years of service in the District shall receive ten thousand dollars ($10,000.00). Retirement shall be defined as an employee at least fifty-five (55) years of age and is retiring from his/her full-time occupation. The employee 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 compensation being paid in the next fiscal year. An employee may notify the employer by May 1 to continue employment.

Section 3: Notwithstanding any other provision in this Agreement, the amounts payable to a retiring employee under this Article and Article XX Section 6 (sick leave payout) and Article XIX Section 5 (vacation payout) which exceed the limits and which would subject the District to additional assessments by the New Hampshire Retirement System under RSA 100-A:16,III-a(b) shall be paid the employee no earlier than 121 days and no later than 150 days after the employee's date of retirement.

ARTICLE XXV

EFFECT OF AGREEMENT

When the Board and the Association have reached final agreement, negotiations shall be closed and shall not be reopened on any matter contained herein until the beginning of the school year immediately preceding the expiration date of the new Master Agreement.

ARTICLE XXVI

SEPARABILITY

If any provision 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 renegotiate any provision declared invalid, provided such renegotiation is possible in light of the law which rendered the provision invalid.

ARTICLE XXVII

DURATION

This Agreement shall be effective July 1, 2011 and continue in full force and effect through June 30, 2014.

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

Bedford School Board	Bedford Education Support Staff Association, NEA/N.H.
By: Teresa M Wolf School Board Chairman	By: Michael R. Mandor President
Date: April 4, 2011	Date: April 4, 2011
By: Timothy K. Mayer Superintendent of Schools	By: Marc P. Dennehy Negotiating Committee
Date: April 4, 2011	Date: April 4, 2011

LETTER OF AGREEMENT

Between the

Bedford School Board

and the

Bedford Education Support Staff Association, NEA/N.H.

The parties agree that bargaining unit work shall remain intact for the duration of this agreement. It is understood that the District may continue to contract out certain work, consistent with past practice, provided that this does not displace bargaining unit employees.

Bedford School Board

Bedford Education Support Staff Association, NEA/N.H.

April 15 2008
Date

April 15 2008
Date

APPENDIX A

BEDFORD EDUCATION SULPPORT STAFF ASSOCIATION, NEA/NH

DUES DEDUCTION AUTHORIZATION FORM

Please Print

Name: _____

Address: _____

_____

Home Phone: _____

Social Security Number: _____

Job Assignment: _____

Work Location: _____

I hereby authorize the Bedford School District to deduct from my earnings _____ every pay period and transmit said amount to the treasurer of the Bedford Education Support Staff Association, NEA/NH.

This authorization is subject to the provisions of Article VI Payroll Deductions in the Collective Bargaining Agreement between the Association and the Bedford School Board. I understand that this authorization may only be revoked by me within thirty (30) calendar days of each yearly anniversary date of the contract.

_____ _____

Employee's Signature Date

APPENDIX B

Bedford School District

GRIEVANCE REPORT FORM
(complete in triplicate with copies to:
Principal/Immediate Supervisor; Superintendent; Grievant)

LEVEL ONE

TO: _____ **DATE 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: _____