2013 - 2016 AGREEMENT

BETWEEN

THE CLAREMONT SCHOOL BOARD

AND

THE CLAREMONT ASSOCIATION OF SECRETARIES

March 12, 2013

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Article One

Recognition

The Board recognizes the Claremont Association of Secretaries/NEA-New Hampshire for purposes of collective negotiations according to RSA 273-A as the exclusive representative of the secretarial staff of the Claremont School District, certified by the New Hampshire Public Employee Labor Relations Board. The Claremont Association of Secretaries includes all calendar year and school year secretarial positions.

New Positions:

If any new secretarial position is created during the life of this Agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

Temporary Positions:

The term "temporary position" means a job which the administration has created for the purpose of meeting a short-term specific need. No temporary position shall exceed one-hundred and twenty (120) work days, with the exception of positions filled under Article Sixteen, which may extend up to one (1) calendar year. All job openings of this nature will be advertised as "temporary" and the dates of such a position (based on the administration's estimate of the number of work days needed to complete the specific tasks advertised) shall be stated in the notice. Extensions of temporary status may be made at the discretion of the Superintendent for up to thirty (30) days. Temporary employees are excluded from this contract, are not eligible for benefits, nor can they be paid more per hour than employees with up to five (5) years comparable experience.

Definitions:

The following list of terms will be used frequently in this Agreement; and when they are used, they will refer to the definitions described below unless otherwise stipulated.

1. The term "District" means the Claremont School District.

2. The term "school" means any school facility.

3. The term "employee" means a person included in the bargaining unit.

4. The terms "Board" and "employer" mean the School Board or any of its agents.

5. The term "Association" means the Claremont Association of Secretaries/NEA-New Hampshire.

6. Whenever the singular is used in this Agreement, it is to include the plural.

7. The term "days" refers to calendar days unless otherwise specified.

Article Two

General Provisions

This Agreement may be altered only through the mutual consent of the parties in a written and signed amendment.

An individual contract between the Board and an individual bargaining unit member shall be consistent with the terms and conditions of this Agreement. If any individual contract contains language inconsistent with this Agreement, this Agreement shall be controlling.

The Board and the Association agree that there shall be no illegal discrimination and that all practices and policies of the School District shall clearly exemplify that there is no illegal discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of administration of the Agreement on the basis of race, creed, color, religion, disability, national origin, age, gender, domicile, or marital status.

The rights and/or privileges granted to the Association in Article Three Association Rights will not be granted to any other group or organization which purports to represent any employee or group of employees covered by this Agreement.

Article Three

Association Rights

The Board agrees that all employees shall have the full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination, or reprisals by the Board for reasons of membership in the Association or participation in any of its activities or the exercise of individual rights under RSA 273-A.

The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings in accordance with established School District policy.

Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times as long as it does not interfere

with normal school operations or employee's job responsibilities as determined by the administrator.

The Association and its representatives shall have the right to use school facilities and equipment (including typewriters, computers, mimeographing machines, and other duplicating equipment) at reasonable times when such equipment is not otherwise in use. All costs so incurred will be borne by the Association.

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on bulletin boards, as provided in the staff room of each school. The Association may use school mailboxes for communication.

Designated representatives of the Association shall be allowed to receive telephone calls and other communications concerning Association business at any time during school hours as long as they don't interfere with normal school operations.

The rights granted to members of the bargaining unit hereunder shall be deemed to be in addition to those provided elsewhere. This Agreement shall not be applied or interpreted so as to deprive employees of advantages heretofore enjoyed unless otherwise provided in this Agreement.

Article Three-A

Management Clause

Except as otherwise specifically provided in this Agreement or specifically agreed to in writing between the parties, the Association recognizes that there are functions, powers, authorities, and responsibilities exclusively vested in the Board, subject to the limitations of RSA 273-A, among which are included, but not limited to, the right to introduce new or improved methods, machinery, or personnel; to establish standards of work; to determine the extent to which the Claremont School District shall operate and accomplish such work; the right to establish schedules of work; to assign work to employees; to establish safety and other rules governing the operations of the Claremont School District and the conduct of their employees; the right to enforce such rules and to direct the working forces, as the Board may deem appropriate not in conflict with the terms of this Agreement.

The parties agree that the powers, discretions, and authority which by law are vested in the Board and Superintendent will not be unlawfully delegated.

Article Four

Negotiations Procedure

Negotiations procedure will be consistent with NH RSA 273-A. All collective bargaining shall be conducted between the School Board and/or its representative(s) and the Association or its representative(s).

On or before October 1st prior to the expiration of this Agreement, the Association will submit to the Board written notice of its intent to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment. Actual negotiations will begin on or before November 1st of that year.

Prior to any exchange of formal proposals, the Board will furnish to the Association upon request: names, years of experience granted, years of employment within the District, salary schedule placement, specific benefit coverage, and other relevant information for all secretaries.

During such negotiations, the Board and Association will present relevant data, exchange points of view, and make proposals and counterproposals.

Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

The Negotiating Committee of the Board and the Negotiating Committee of the Claremont Association of Secretaries shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement and subject also to the approval of any and all cost items negotiated by the Claremont School District pursuant to the provisions of RSA 273-A.

Any Agreement so reached shall be reduced to writing and shall be signed by the Board and the Association. A copy of the Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen (14) days of the signing. The Board and the Association shall be responsible, within forty-five (45) days of the signing, for publication and distribution of the Agreement to all bargaining unit members. The expense of such publication and distribution will be shared equally between the School Board and the Association. Subsequently, all incoming secretarial personnel will receive said Agreement upon issuance of their first contract. The Association will receive five (5) additional copies after each ratification.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article Five

Vacancies

Notice Of Vacancies:

Notice of vacancies within the Claremont School District will be posted on the official bulletin board in each of the schools and sent to the Association when the administration determines to fill such vacancy.

Such notice shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, minimum qualifications necessary to meet those requirements, name of the person to whom the application is to be returned, and date by which the application is to be returned. The period between posting of the position and the closing of applications shall be no less than five (5) working days.

When a vacancy arises in any secretarial position and when the administration determines to fill that vacancy, the Board agrees that it will fill that position from within the workforce based on the candidate's established and verified ability to perform the job requirements and to meet the best interests of the Claremont School System. The person with greater seniority among candidates of equal qualifications will get priority in the filling of the said position. The Claremont School Board retains the right to hire from outside the membership if that individual has superior qualifications for the particular position.

Article Six

Reduction In Force

In the event a reduction in force is determined to be necessary in the sole discretion of the School Board, the Board agrees that it will select persons to be retained within the workforce based on their seniority and their established and verified ability to perform their job functions. A staff member whose position is eliminated or whose hours have been reduced may displace a staff person with less seniority in another area or position within the District only if it can be established that she/he meets the qualifications necessary for filling that position. Seniority is determined by the number of years of continuous employment within the Claremont School District as determined by date of hire.

The Board shall prepare a seniority list which indicates the date of hire of all members of the bargaining unit. Such list will be posted annually in each building.

In the case of a tie in seniority, the school administration will decide whom to retain based on the needs of the District and the qualifications of the secretaries who are "tied." The school administration retains the right to determine assignments when applying the reduction in force procedures.

No staff person may be prevented from securing other employment during the period the staff person is laid off under this Article. When staff positions become available, laid off staff members shall be reinstated in the inverse order of their being laid off, provided that they are qualified to assume the available position(s).

A recalled staff member's credit for such previous years of service and all accrued benefits shall not be lost as a result of the layoff, and such recall rights shall remain in effect for three (3) years following the school year in which the layoff notice was effected.

Notifications of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the bargaining member's last known address. It shall be the bargaining unit member's responsibility to notify the employer of any change of address.

Article Seven

Just Cause

Notification Of Deficiencies:

In the event that an alleged deficiency could result in termination of employment, the Superintendent or his/her designee shall promptly notify the staff member in writing of such alleged deficiencies, indicate expected correction, and indicate a timeline for correction if appropriate. Undocumented deficiencies cannot be the sole grounds for termination.

Rights Of Representation:

A staff member shall, at all times, be entitled to have present a representative of the Association when he/she is being interviewed, reprimanded, warned, or disciplined for any infraction of rules or delinquency in performance. When request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. The representation will be available within five (5) working days. If the Board or its agents determine that said infraction or delinquency endangers the welfare of the students or community, it reserves the right to suspend, with pay, the employee until such representation is available. This paragraph shall not apply to suggestions, corrections, directives, advice, or oral warnings given to staff members by their supervisor in their regular management of the schools.

Just Cause:

No staff member who has been employed for more than one (1) year shall be discharged, suspended, or disciplined without just cause.

Article Eight

Evaluation

It is recognized by the parties that evaluation of performance is the responsibility of the administration by July 1. Annual evaluations will be completed by the administration on current District forms and which may include comments from other staff members who have a direct working relationship with the bargaining unit member. Evaluation forms will be given to secretarial staff on the first day of their initial contract year and will be attached to the contract as the Exhibit C. Job descriptions will be attached to each secretary's individual contract and will be kept on record at the SAU #6 Office.

Within three (3) working days of the evaluation, an evaluation session will be held by the evaluator and the employee at which time discussion of the evaluation will occur. This discussion will include recommendations for improvement, if needed. Both of the individuals shall sign the completed evaluation. The signing of the evaluation by the employee is an acknowledgment by the employee that he/she has been informed of the contents of the evaluation but does not necessarily indicate that the employee concurs with the evaluation. The employee may attach a written statement to his/her evaluation which may include comments from other staff members who have a direct working relationship with the bargaining unit member.

No material pertaining to a staff member's job performance or behavior will be placed in his/her personnel file(s) unless the staff member has been given a copy of the material. The staff member and his/her representative (with member approval) will be allowed access to his/her personnel file(s).

Article Nine

Grievance Procedure

Definition:

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a secretary or group of secretaries based upon the interpretation or application on any of the provisions of this Agreement. An "aggrieved secretary" is a person or persons making the claim. All time limits specified in this Article shall mean school days unless otherwise stated.

Purpose:

The parties acknowledge that it is most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix D attached hereto) and referred to the following formal grievance procedure.

Formal Procedure:

The grievance shall state the specific violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. A grievance to be considered under this procedure must be initiated within fifteen (15) calendar days of the date the secretary knew or should have known of the action which gives rise to her/his claim. Failure to initiate a grievance within this time will make the grievance null and void.

Level A: Within three (3) days of receipt of a formal grievance the building principal/director shall meet with the aggrieved secretary. Within two (2) days following any such meeting, the principal/director shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within three (3) school days of the receipt of an answer given at this level.

Level B: Within three (3) school days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within three (3) school days of any such meeting. If the grievance is not settled at this level, then within three (3) school days of receipt of the answer rendered at this level, the grievance may be referred to Level C.

Level C: Within fifteen (15) calendar days of a grievance being referred to this level, the Board will meet with the participants of Level B and examine the facts of the grievance. The Board will give its answer within five (5) calendar days of any such meeting. If the grievance is not settled at this level, then within five (5) calendar days of the receipt of the answer rendered at this level, the grievance may be referred by the Association to Level D.

Level D: If the grievance remains unsettled, then the matter may be referred by the Association to binding arbitration. If the matter is referred to binding arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures of the American Arbitration Association.

The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement, and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expense of the arbitrator.

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

Grievances of a general nature may be submitted to Level B.

In the event a grievance is filed on or after June 1st, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

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. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at the level.

Personnel Files:

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) alluded to in any communications between the administration and said prospective employer.

Article Ten

Retirement

Employees must participate in the New Hampshire Retirement System, if eligible.

The Board agrees that it is desirable to allow staff members to take advantage of the federal laws concerning tax deferred annuity programs that are offered by the District through payroll deductions.

Article Eleven

Insurance Benefits And Provisions

Health Insurance:

The Claremont School Board agrees to maintain in effect an insurance plan for all employees covered by this Agreement so long as they remain on the Claremont School District payroll. The employment year for purposes of insurance coverage shall begin on July 1st. New employees will begin coverage under the health insurance plan on the first day of the following month of employment.

The Claremont School Board will not itself pay the insurance benefits referred to in the paragraph listed above but will obtain policies or contracts from insurance companies which will administer said benefits.

Health insurance will be provided to all (12) twelve month employees at a 94% district share of premiums and school year employees at an 85% district share of premiums for the Matthew Thornton plan for single, two person or family coverage.

All employees may elect to have alternate coverage, however, any additional costs between the Matthew Thornton Plan at their specified percentage and an alternative plan selected becomes the financial responsibility of the employee as an out-of-pocket expense.

Dental Insurance:

The District will provide dental insurance for all eligible employees at 50% of the actual rate.

The secretary's payroll deduction will be taken in pre-tax dollars as permitted by the Internal Revenue Service.

Life Insurance:

The District will provide one times the yearly salary term life insurance for each bargaining unit member employed by the District.

Long-Term Disability:

Long-term disability will be provided for all bargaining unit members by the Claremont School District which will pay disabled employees 66-2/3% of their pre-disability pay after a ninety (90) day elimination period.

Article Twelve

Deductions

The Board agrees to deduct from the salaries of its secretarial staff, dues for membership in the NEA-New Hampshire and the National Education Association as said members voluntarily authorize the Board to deduct and to transmit the monies to the NEA-New Hampshire, starting in October. Employees who elect to have dues deducted may authorize these deductions by completing the appropriate form (see Exhibit E) on or before October 1st. Those who choose continuing deductions shall be required to submit the appropriate form, and the District shall place the form on file. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the employer shall deduct equal amounts for each pay period beginning thirty (30) days after notification.

Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, charitable donations. Such authorization shall continue in effect from year to year unless revoked in writing.

Article Thirteen

Hours And Overtime

School Year Secretaries:

School-year employees are required to work one (1) week prior to and one (1) week after the student school year unless additional time is approved by the Superintendent.

Lunch Break:

The hours and overtime provisions for the employees covered by this Agreement shall be governed by the provisions of the Fair Labor Standards Act. State law requires that an employer grant either an unpaid, duty-free one-half (1/2) hour lunch period, or an opportunity to eat while continuing to work, to an employee who works more than five (5) consecutive hours. The principal, after consulting with the employee, shall determine which of these lunch options will be selected on a person to person basis. No employee shall have their paid hours reduced pursuant to this provision.

Breaks:

All employees shall be entitled to two 15 minute breaks, one before and one after lunch. Break times shall be established with their supervisor and/or principal. Coverage, if needed shall be arranged by the administration.

Overtime:

An employee who works more than 40 hours per week shall receive time and a half for the time actually worked in excess of 40 hours. Approval from the principal for overtime will be sought in advance except in cases of emergency when the principal is unavailable.

Article Fourteen

Holidays

Bargaining unit members shall be entitled to the following paid holidays: Labor Day, the Friday before Labor Day, Columbus Day, Veterans Day, Day prior to Thanksgiving, Thanksgiving and the day following, Christmas and the day following, New Year's and the day following, Civil Rights Day, Memorial Day, and two days during the Christmas vacation, and one day in each of February and April vacation periods. Twelve-month employees will also have July 4 as a holiday. If any one of the holidays listed above falls on a weekend or if school remains open on a scheduled holiday, that holiday may be taken as a floater.

Any employee may, with the principals' written permission, work during a holiday for no less than two hours and no more than eight, and be paid for both the work performed and the holiday.

Article Fifteen

Vacation

All twelve-month employees:

1. One (1) to four (4) years on the job - two (2) weeks vacation with pay.
2. Five (5) to nine (9) years on the job - three (3) weeks vacation with pay.
3. Ten (10) to fourteen (14) years on the job - four (4) weeks vacation with pay.
4. Fifteen (15) or more years on the job – five (5) weeks vacation with pay.

All school-year employees:

1. One (1) to three (3) years on the job - one (1) week vacation with pay.
2. Four (4) - seven (7) years on the job - two (2) weeks vacation with pay.
3. Eight (8) or more years on the job - three (3) weeks vacation with pay.

Carry over – up to ten (10) days within next twelve (12) months with a written request to the Superintendent by June 30th of any year.

(If vacation time is not scheduled for school vacation times, it must be approved by the principal/director.)

A notice of vacation eligibility shall be sent to each secretary at the beginning of the school year.

Article Sixteen

Temporary Leave

Sick Leave:

Fifteen (15) days per calendar year sick leave, accumulating to 120 days is allowed. Sick leave is allowed for personal illness or physical disability or for illness of members of the immediate family (spouse, child, parent, parent in-law).

At the time of severance, the District will buy-back 75 sick days or total accumulation, whichever is less, at the rate of $25 per day. A minimum of eight years of secretarial service to

the Claremont School District is required for this benefit. There is a limit of five participants per year. Selection will be on a first come, first serve basis.

A sick leave pool for all employees will be established for the use of secretaries who have exhausted their leave. This pool will be established by taking one (1) unused sick day from all secretaries. Should the pool fall below eight (8) days, then one-half (1/2) day will be taken from all secretaries to replenish the pool. The pool can be replenished once a year. This pool will be administered by a committee of two (2) secretaries as appointed by their Negotiation Team and the Superintendent of Schools or his/her designee. A secretary will become eligible to request benefits after he/she has exhausted all accrued sick leave.

A notice of accumulated sick days shall be sent to each secretary at the beginning of the school year.

Upon presentation of evidence of disability or illness to the Sick Leave Committee and approval by same, a secretary may be granted up to ten (10) days of additional leave.

Bereavement Leave:

Bereavement leave shall be granted, upon request, when a death occurs in an employee's family in accordance with the following schedule:

1. Spouse or child: five (5) consecutive work days from the date of death excluding Saturday, Sunday, and holidays.
2. Father, mother, father-in-law, mother-in-law, sister, brother, grandchild, relative, or ward residing in the employee's household: three (3) consecutive work days from the date of death excluding Saturday, Sunday, and holidays.
3. Grandmother, grandfather, aunt, uncle, sister-in-law, brother-in-law, son-in-law, daughter-in-law: one (1) day for the purpose of attending the funeral.

Personal Leave:

Personal leave may be taken for conducting important affairs which cannot be accomplished at any other time, attendance at funerals, attending to sick non-household relatives, attending to other urgent, confidential family concerns, and observing Holy Days. Personal leave shall be taken with the permission of the Superintendent who shall not act in an arbitrary or capricious fashion. Reasons must be provided only if more than three personal days in a school year, or days which extend a vacation or holiday, are requested. Such reasons may be given orally and will be held in strict confidence. Personal leave may not be taken for social affairs, pleasure trips and recreation. A written request for personal leave must be presented to the Superintendent at least 24 hours prior to the leave, except in an emergency, and the Superintendent shall respond forthwith, followed by written verification.

Snow Days:

Twelve Month Employees:
Will receive pay for all snow days taken as the result of a legitimate cancellation of school due to inclement weather.

School Year Employees:
Will not receive pay for snow days unless the secretary has worked on that day.

In the event a solid session day is called due to inclement weather, secretaries will be allowed to leave when students have vacated the building and the teaching staff has been dismissed. Solid session snow days will be compensated as whole days with reference to pay.

Maternity Leave:

Maternity leave up to one (1) year will be granted without pay to all secretaries according to Federal and State Laws and Board policy. Notice of the employee's intention for the following school year must be received on or before March 1st of the first school year of leave requested. The District will maintain benefits for a sixty (60) day period. After that time, continuance will be subject to provisions of the COBRA Act and all costs being paid by the employee.

Upon return from maternity leave, the bargaining unit member taking leave will be returned to her original position at the end of the leave.

A secretary shall have the right to use accumulated sick leave as described in this Article for the purpose of maternity disability i.e., disability before, during, and after childbirth. At the discretion of the Superintendent, pre-birth paid sick leave will not be granted without a physician's statement indicating a disabling condition. Post-birth leave shall permit up to and including fourteen (14) calendar days without a physician's statement. Should the post-birth disability extend beyond fourteen (14) calendar days, the District has the right to request a physician's written statement providing evidence for such need.

Jury Duty:

All members of the Association summoned to jury duty are entitled to jury duty leave for the period required to perform this duty. Immediately upon receipt of jury duty notice, the employee shall notify the Superintendent. During the time of such required jury duty, the bargaining unit member shall be paid the portion of his/her wages which together with jury duty compensation will equal the usual wages for the same period.

Article Seventeen

Course And Workshop Reimbursement

Upon submittal of a job-related course syllabus, each bargaining unit member shall be granted $300 per person per year (within total of $1,400 group allowance) toward job-related courses and workshops if approved in advance by the Superintendent/supervisor. Reimbursement will include mileage at the current District rate and meal allowances.

Three (3) secretaries will be selected on a rotation basis each year by the secretaries to attend the state conference, e.g. Waterville Valley. The District shall pay for this professional opportunity. Secretaries will work mutually to ensure coverage in their schools/worksites. If no secretary chooses to attend this conference, the monies can then be applied toward job-related courses and workshops.

Article Eighteen

Salary

New Hires:

New hires with experience as educational secretaries will be placed upon the salary schedule in accordance with the number of years of educational secretarial experience they bring to the Claremont School District. Credit for experience aside from that of an educational secretary will be determined by the Superintendent or his/her designee with the maximum award limited to Step 6.

Salary Schedule

Bargaining unit members will be paid according to the Salary Schedule listed in Appendix A.

An annual stipend shall be paid to bargaining unit members according to the following schedule:

7 years continual service	25 x base rate
12 years continual service	32 x base rate
17 years continual service	39 x base rate
22 years continual service	46 x base rate
27 years continual service	53 x base rate
32 years continual service	60 x base rate

Article Nineteen

Duration

The provisions of this Agreement will be effective as of July 1, 2013 and will continue and remain in full force and effect until June 30, 2016.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS AND SEAL THIS DAY OF May 7, 2013.

THE CLAREMONT ASSOCIATION OF SECRETARIES/NEA-NEW HAMPSHIRE

Anita P. Engel
President

Louise Schultz
Witness

THE CLAREMONT SCHOOL BOARD

Richard Seaman, Chair

Witness

EXHIBIT A. Individual Contract

CLAREMONT SCHOOL DISTRICT

INDIVIDUAL CONTRACT - SCHOOL SECRETARIES

This Individual Contract is made this _____ day of _____, _____ by and between the Claremont School District and _____. The Claremont School District agrees to and does hereby employ _____ in the position of school secretary. The secretary agrees to perform secretarial duties and functions as are assigned by his/her immediate supervisor. This agreement is subordinate to, and is subject to all terms and conditions of, the Master Collective Bargaining Agreement between the Claremont School District and the Claremont Association of Secretaries. All terms and conditions of said Master Agreement are hereby incorporated by reference. If any provision contained herein is inconsistent with the Master Agreement, then the language contained in the Master Agreement controls.

_____School Year Secretary _____ Year Round Secretary

_____ _____

Secretary Superintendent

_____ _____

Date Date

EXHIBIT B. Job Descriptions

Job descriptions will be developed by both parties no later than June 1 and will be attached to each secretary's individual contract.

EXHIBIT C. Evaluation

CLAREMONT ASSOCIATION OF SECRETARIES
EVALUATION FORM

REVIEW DATES: _____ _____ _____
LAST PRESENT NEXT

WORK REVIEW

PLANNING AND EVALUATION

NAME _____ POSITION TITLE _____

DEPARTMENT _____ TYPE OF REVIEW ☐ 6 MONTH
☐ ANNUAL (JUNE 1ST)

NAME OF EVALUATOR/ TITLE _____ ☐ SPECIAL

DATE STARTED IN CURRENT POSITION _____

THE FOLLOWING GENERAL DEFINITIONS APPLY TO EACH FACTOR LISTED BELOW:

#1	COMMENDABLE	-THE EMPLOYEE'S PERFORMANCE IS BEYOND THE REQUIREMENTS FOR SATISFACTORY PERFORMANCE FOR THE POSITION.
#2	SATISFACTORY	-THE EMPLOYEE'S PERFORMANCE MEETS THE FULL POSITION REQUIREMENTS. A SATISFACTORY RATING MEANS GOOD PERFORMANCE.
#3	DEFICIENT	- THE EMPLOYEE'S PERFORMANCE IS BELOW THE REQUIREMENTS FOR THE POSITION AND MUST IMPROVE TO BE SATISFACTORY.

PLEASE APPRAISE THE EMPLOYEE'S PERFORMANCE ON EACH OF THE FACTORS LISTED BELOW:			
	CIRCLE THE APPLICABLE RATING		
JOB KNOWLEDGE CONSIDER THE EXTENT TO WHICH EMPLOYEE EXERCISES KNOWLEDGE OF CURRENT METHODS, PROCEDURES, EQUIPMENT, AND MATERIALS.	1	2	3
QUALITY OF CONSIDER THE EXTENT TO WHICH EMPLOYEE'S WORK MEETS ESTABLISHED STANDARDS, IN-CLUDING ACCURACY, THOROUGHNESS AND NEAT-NESS.	1	2	3
QUANTITY OF WORK CONSIDER THE NUMBER AND VOLUME OF ASSIGNMENTS COMPLETED BY THE EMPLOYEE IN THE TIMEFRAME ASSIGNED FOR THE TASKS.	1	2	3
DEPENDABILITY CONSIDER THE EXTENT TO WHICH THE EMPLOYEE CAN BE RELIED UPON TO MEET DEADLINES AND THE AMOUNT OF SUPERVISION REQUIRED TO GET DESIRED RESULTS.	1	2	3
INITIATIVE 1 CONSIDER THE EXTENT TO WHICH THE EMPLOYEE IS SELF-MOTIVATED, DISPLAYS CREATIVITY, AND CONTRIBUTES CONSTRUCTIVE SUGGESTIONS AND IDEAS.		2	3

ATTENDANCE AND PUNCTUALITY	1	2	3
CONSIDER ATTENDANCE AND PUNCTUALITY WITH REFERENCE TO PERFORMANCE.			

THE FOREGOING FACTORS ARE CONSIDERED COMMON TO ALL POSITIONS IN THE CLAREMONT SCHOOL DISTRICT. OTHER FACTORS SUCH AS ABILITY TO WORK WITH OTHERS, ADAPTABILITY, PROBLEM SOLVING, COMMUNICATION, ETC. MAY BE ESPECIALLY REQUIRED OF CERTAIN POSITIONS. REFERENCE TO THESE ADDITIONAL FACTORS, WHERE RELEVANT IN THE OPINION OF THE SUPERVISOR, SHOULD BE ADDRESSED IN THE COMMENT SECTION BELOW.

APPRAISER'S COMMENTS (USE ATTACHMENTS IF NECESSARY)

1) WHAT ARE THE EMPLOYEE'S STRONGEST PERFORMANCE ASSETS? NOTE THOSE AREAS IN WHICH THE EMPLOYEE EXCELS AND WHERE POTENTIAL OR FUTURE GROWTH IS INDICATED.

2) WHAT AREAS OF THE EMPLOYEE'S PERFORMANCE NEED TO BE IMPROVED? NOTE THE SPECIFIC MEASURES YOU RECOMMEND THE EMPLOYEE SHOULD TAKE TO DEVELOP AND BECOME MORE EFFECTIVE IN THOSE AREAS NEEDING ATTENTION.

3) IF MUTUALLY AGREED UPON OBJECTIVES WERE SET AT THE TIME OF THE LAST REVIEW, ASSESS THE EMPLOYEE'S PERFORMANCE IN LIGHT OF THESE OBJECTIVES.

4) RECORD OBJECTIVES MUTUALLY AGREED UPON FOR THE NEXT REVIEW PERIOD. (USE ATTACHMENTS IF NECESSARY)

5) EMPLOYEE COMMENTS: (PLEASE COMMENT ON THIS APPRAISAL OF YOUR PERFORMANCE - USE ATTACHMENTS IF NECESSARY)

EMPLOYEE'S SIGNATURE _____ DATE _____

EVALUATOR'S SIGNATURE _____ DATE _____

REVIEWER'S SIGNATURE _____ DATE _____

SIGNATURE ON THIS DOCUMENT INDICATES THAT THE EMPLOYEE HAS READ THIS DOCUMENT BUT DOES NOT NECESSARILY AGREE WITH THE INFORMATION CONTAINED WITHIN.

EXHIBIT D. Grievance Report Form

Grievance No. _____ Claremont School District

Complete in triplicate with copies to:
1. Building Principal/Director
2. Superintendent
3. Association

To: _____
Insert Name Of Building Principal/Director

School: Name Of Grievant: Date Filed:

_____

Date Of Grievance: _____ **LEVEL A**

(If required, attach another sheet.)

1. Statement Of Grievance (Be sure to include the specific violations or condition with proper reference to the contract agreement.): _____

_____

_____

2. Relief Sought: _____

_____

_____
Signature Date

Answer Given By Building Principal/Director:

_____

_____

_____
Signature Date

Position Of Grievant:

_____

_____

_____
Signature Date

LEVEL B

Date Received By Superintendent: _____

(If required, attach another sheet.)

Answer Given By Superintendent:

_____

_____

_____
Signature Date

Position Of Grievant:

_____

_____

_____
Signature Date

LEVEL C

Date Submitted To School Board: _____

(If required, attach another sheet.)

Disposition: _____

_____

_____
Signature Date

LEVEL D

Date Submitted To Binding Arbitration: _____

(If required, attach another sheet.)

Disposition: _____

_____

_____
Signature Date

EXHIBIT E. Dues Deduction Form

Claremont School District Dues Deduction Authorization Form

Name: _____
Please Print

"I hereby authorize the Claremont School District to withhold from my salary the sum of $ _____ for membership dues as follows:

For my membership in the NEA-NH, the sum of $ _____ per year;

For my membership in the National Education Association, the sum of $ _____ per year."

The sums thus to be deducted are hereby assigned by me to the Claremont Association Of Secretaries and are to be remitted by the Claremont School District to the Treasurer of the Association and having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix C. It is further agreed that the Board assumes no financial liability except to forward on a monthly basis (by the 15th day of each month) those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect from year to year unless notified in writing by me between June 1 and September 1 to cease deductions for the coming year. I understand upon leaving the Claremont School District before full dues authorized have been deducted, the balance shall be deducted from my final check.

Signature: _____

Date: _____

APPENDIX A. Salary Schedule

The wage schedule will increase 2.5% in each year of the three years of this agreement

STEPS	YEARS	2013-2014	2014-2015	2015-2016
0	0	$11.97	$12.27	$12.58
1	1	$12.29	$12.60	$12.92
2	2	$12.63	$12.95	$13.27
3	3	$12.97	$13.29	$13.62
4	4	$13.29	$13.62	$13.96
5	5	$13.63	$13.97	$14.32
6	6	$13.95	$14.30	$14.66
7	7	$14.30	$14.66	$15.03
8	8	$14.63	$15.00	$15.38
9	9	$15.82	$16.22	$16.63