

**AGREEMENT**  
**BETWEEN THE**  
**GOFFSTOWN SCHOOL BOARD**  
**AND**  
**THE GOFFSTOWN EDUCATIONAL**  
**SUPPORT STAFF,**  
**NEA – NEW HAMPSHIRE**  
  
**ON BEHALF OF**  
**CERTAIN EMPLOYEES**  
**OF THE**  
**GOFFSTOWN SCHOOL DISTRICT**

**FOR THE PERIOD**

**JULY 1, 2007**

**THROUGH**

**JUNE 30, 2011**

The Goffstown School Board (hereinafter referred to as the "Employer") and the Goffstown Educational Support Staff, NEA New Hampshire (hereinafter referred to as the "Union") hereby agree as follows:

## ARTICLE I

### RECOGNITION

**Section A.** The Employer hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all regular full-time and regular part-time employees of the Goffstown School District in the following job classifications: Secretaries, Food Service Personnel, Custodians and Paraprofessionals, Emergency Medical Technicians (EMT). Excluded from recognition or coverage under this Agreement are the Director of Food Services, Head of Custodians, and all employees excluded pursuant to the provisions of New Hampshire RSA 273-A:1(IX) and all other employees of the Goffstown School District. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those employees in the job classifications set forth in the first sentence of this Article. This Article shall not prejudice either party's position in petitioning for modification of the bargaining unit before the New Hampshire Public Employee Labor Relations Board.

**Section B.** The parties shall share equally the cost of printing this Agreement. The Employer shall provide to each employee a copy of the Agreement.

## ARTICLE II

### PROBATIONARY EMPLOYEES

All newly hired or newly appointed employees must serve a probationary period of seventy-five (75) days of actual work from commencement of employment. The parties agree that such probationary employees shall be covered by those provisions of this Agreement where applicable, except those provisions dealing with discipline and/or discharge set forth in Article VIII, EMPLOYEE RIGHTS, Sections B, and C.

## ARTICLE III

### NEGOTIATIONS PROCEDURE

Negotiations shall be conducted pursuant to New Hampshire RSA 273-A as from time to time amended. The parties shall meet and exchange proposals no later than September 15<sup>th</sup>. The provisions of this Article shall not be subject to the Grievance Procedure set forth herein but shall be enforceable under RSA 273-A.

be required. The Union will exercise discretion with respect to the contents and number of such notices.

**Section B.** The Employer agrees to provide a mailbox in each school building for Union notices and material for bargaining unit members.

**Section C.** The Union will have the right to use buildings without cost at reasonable times. The Principal of the building in question, or the Principal's designee, will be given advance notice in writing of the time and place of all such meetings and said Principal or Principal's designee shall have the right to approve the reasonableness of any such request, provided all of the following criteria are met: (1) the meetings occur during non-school hours; (2) the Union will be required to pay for any additional custodial costs; and (3) the meetings do not interfere with other planned activities. The Principal's response to the Union's request shall be in writing.

**Section D.** The Employer agrees that the Union shall be entitled to a total of four (4) employee work days of paid Union leave per year for Union business.

## ARTICLE VII

### **DUES DEDUCTION**

The Employer agrees to deduct dues for the Goffstown Educational Support Staff, NEA-New Hampshire, from the wages of bargaining unit employees if said employees individually and voluntarily authorize such deductions in writing to the Employer. Deductions shall be made on a biweekly basis during the school year and sent monthly to the Treasurer of the Union. The Union 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 dues.

If an employee has voluntarily authorized the deduction of dues but has no check coming or if that employee's check is not large enough to satisfy the dues, then no deduction will be made for that pay period, provided, however, that there shall be an adjustment for any dues owing for that work year in January and June.

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date shall continue his/her membership in the Union during the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing, notifying both the Union and the Employer, withdraw his/her membership from the Union within ten (10) calendar days of each yearly anniversary date of the Master Agreement thereafter.

Should there be a dispute between an employee and the Union, or the employee and the Employer, over the matter of deductions, the Union agrees to defend, indemnify and hold the Goffstown School District, the Goffstown School Board and all of its agents harmless in any such dispute.

shall be noted on the statement. Any such report and the statement relating to the refusal shall be placed in the employee's file.

**Section E.** The Board evaluation procedure will be utilized to assess employee work performance. The Employer will provide orientation for all staff involved in the evaluation of the bargaining members.

All monitoring and observation of employee performance shall be conducted openly and with full knowledge of the employee. If, in the opinion of the Employer, a serious deficiency in work performance exists that could result in termination of employment, the Employer shall clearly state in writing the specific deficiencies, specific suggestions for correction and will give the employee a specific amount of time to correct said deficiencies.

## ARTICLE IX

### CLASSIFICATION OF EMPLOYEES, DEFINITION OF SENIORITY AND NOTIFICATION OF EMPLOYMENT

**Section A.** Members of the bargaining unit shall be classified in one of the following four (4) categories:

1. Full-time Calendar Year (FTCY) are those employees who are employed to work fifty-two (52) weeks a year and whose normal work week is thirty (30) hours or more.
2. Part-time Calendar Year (PTCY) are those employees who are employed to work fifty-two (52) weeks a year and whose normal work week is less than thirty (30) hours.
3. Full-time School Year (FTSY) are those employees who are employed to work less than fifty-two (52) weeks a year and whose normal work week is thirty (30) hours or more.
4. Part-time School Year (PTSY) are those employees who are employed to work less than fifty-two (52) weeks a year and whose normal work week is less than thirty (30) hours.

**Section B.** For the purposes of seniority, bargaining unit employees shall be grouped into one of the following classifications:

1. EMTs
2. Custodians
3. Secretaries
4. Paraprofessionals
5. Food Service Personnel

## ARTICLE X

### WORKING CONDITIONS

**Section A.** The Employer recognizes its obligations to provide safe working conditions for all of the employees covered by this Agreement.

**Section B.** Employees who are scheduled to work four (4) or more hours per day shall receive one (1) paid twenty-minute break per day.

**Section C.** 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 Policy Statement 541:A, Administration of Prescribed Oral Medications (Appendix C to this Agreement). Every reasonable effort shall be made to provide a nurse substitute when the regular school nurse is absent from school for the entire day.

EMT may serve as a substitute for the nurse on a short-term basis. Such short-term substitution shall not exceed one (1) month except under extraordinary circumstances.

**Section D.** If the Employer requires uniforms, the Employer shall provide same at no cost to the employee.

Employees are expected to wear attire that is appropriate in relation to their position when school is in session.

**Section E.** When the Employer shortens the workday due to inclement weather or other emergencies, employees shall suffer no loss of pay from their normal workday.

**Section F.** The Employee assigned to work in a position receiving a higher rate of pay for more than three (3) days during that Employee's work year shall receive the higher rate of pay for that position beginning on the fourth (4) work day and any subsequent day worked in that higher paying position. The higher pay shall be on the same step of the wage scale. For example, if the assigned employee is on three (3) years, then he/she shall be paid as a three (3) year employee on the higher wage scale. Notwithstanding the above, Paraprofessionals who substitute for a teacher or information specialist and the EMT who substitutes for a nurse will be paid \$30.00 per day above their regular rate for each full day of such substitution or at half this rate for each half day of such substitution.

**Section G.** The length of the workday for Paraprofessionals will be at least equal to the length of the student day, not to exceed seven (7) hours. Exceptions to this are students requiring services based on their IEP and any part-time Paraprofessionals hired by the District.

## ARTICLE XII

### LAYOFF

**Section A.** The Union agrees that the Employer has the right to determine if there should be a layoff due to lack of funds and/or lack of work. In the event of any such layoff, the Employer will consider qualifications, performance and service in determining who is to be laid off and, in the event qualifications and performance are substantially equal, the least senior employee within the affected job classification will be the first to be laid off.

**Section B.** Laid off employees shall be recalled in reverse order of layoff to any open positions within their classification, provided they are qualified for such work. Notices of recall shall be sent certified to the last known address as shown on the employer's record. It shall be the employee's responsibility to keep the employer informed of his/her current address. The employee shall have fourteen (14) calendar days to respond to the notice of recall. An employee who declines recall to perform work for which he/she is qualified shall forfeit all rights under this Article, provided however, former full time employees who are offered part-time work may decline without loss of their recall rights. Also, a former part-time employee may refuse an offer of full-time employment without loss of recall rights.

**Section C.** Employees shall be eligible for recall up to eighteen (18) months following their last date of employment. Recalled employees shall retain their previously accrued benefits such as sick leave and seniority.

## ARTICLE XIII

### PAID AND UNPAID LEAVES

#### **Section A: Sick Leave**

Bargaining unit members shall be notified in writing of the number of their accumulated sick leave days on or before the first payday of the school year.

Bargaining unit employees shall earn sick leave as follows:

1. Full-time Calendar Year: 1.25 days at the end of each month worked up to a maximum of fifteen (15) days per year. Unused sick leave shall accumulate to a maximum of ninety (90) days.
2. Full-time School Year: 1.25 days at the end of each month worked up to a maximum of twelve (12) days per year. Unused sick leave shall accumulate to a maximum of ninety (90) days.
3. Part-time Calendar Year: .75 days at the end of each month worked up to a maximum of nine (9) days per year. Unused sick leave shall accumulate to a maximum of thirty (30) days.

**ARTICLE XIV**

**HOLIDAYS**

Full-time Calendar Year and Full-time School year employees only shall be entitled to the following paid holidays:

July 4th	Day before Christmas
Labor Day	Christmas Day
Veterans Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day

Full-time School Year employees shall receive the above paid holidays only if they occur during their work year. If one of the above holidays falls on either a Saturday or a Sunday, the District shall recognize the holiday on the nearest available non-student workday.

Part-time Calendar Year and Part-time School Year employees shall be entitled to the following paid holidays:

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Memorial Day

If one of the above holidays falls on a non-work day, a part-time employee shall not be paid for that holiday.

If one of the above holidays falls on either a Saturday or a Sunday, the District shall recognize the holiday on the nearest available non-student workday.

**ARTICLE XV**

**VACATIONS**

**Section A.** Full-time Calendar Year employees covered by this Agreement shall earn vacation as follows:

Two (2) weeks after ONE (1) year of employment;

Three (3) weeks after FIVE (5) years of employment;

Four (4) weeks after TEN (10) years of employment

allowed, provided notification is received prior to June 25. In no event shall reimbursement exceed 100% of the total cost in that fiscal year.

An employee shall suffer no loss in pay for attendance at approved courses, workshops or conferences.

Only employees working twenty (20) or more hours per week shall be eligible for funds under this article.

## ARTICLE XVII

### INSURANCE

**Section A.** After any waiting period required by the provider, the Employer agrees to provide hospital and medical insurance coverage upon the earliest open enrollment date of the provider, after receipt of the completed application and any other required forms from the employee, from Blue-Cross Blue Shield Plan JW, Managed Care, with a One Million Dollar Major Medical Rider, Healthsource or Matthew Thornton Health Plan. Premium payments by the Employer shall be as follows:

Full-time Calendar and School Year Employees shall receive contributions for health insurance as follows:

1. Matthew Thornton: The District shall contribute 90% of the yearly premium cost for the Single Plan and 80% of the Two-Person or Family Plan.
2. Blue Choice Three Tier: For employees enrolled on the Blue Choice Three Tier Plan as of January 2, 2007, the District shall contribute 90% of the yearly premium for the Single Plan and 80% of the Two-Person or Family Plan. Notwithstanding, on the last day of the fourth year of the contract, the District's contribution shall change to 90% of the yearly premium costs of the Single Blue Choice Two Tier Plan and 80% of the yearly premium costs for either the Blue Choice Two Tier Two-Person or Family Plan.

For all employees that enroll in the Blue Choice Three Tier Plan from January 2, 2007 through June 30, 2007, the District shall contribute 90% of the yearly premium for the Single Plan and 80% of the Two-Person or Family Plan through June 30, 2007 and thereafter the District shall contribute an amount equal to 90% of the yearly premium for Matthew Thornton Single Plan towards the cost of the Blue Choice Three Tier Single Plan and the District shall contribute an amount equal to 80% of the yearly premium of either the Two-Person or Family Matthew Thornton Plans towards the cost of respective Blue Choice Three Tier Two-Person or Family Plans.

For all employees enrolling in the Blue Choice Three Tier Plan after June 30, 2007, the District shall contribute an amount equal to 90% of the yearly premium for Matthew Thornton Single Plan towards the cost of the Blue Choice Three Tier Single

specifically agrees that the Employer may determine the source of any such life insurance in its sole discretion.

Only employees working twenty (20) or more hours per week shall be eligible for this benefit.

**Section C.** The Employer shall pay 100% of the single premium for Delta Dental Insurance-100% Coverage A, 80% Coverage B, and 50% Coverage C., no deductibles, \$1,000 annual maximum per person. Employees may have two-person or family coverage payroll deducted, if permitted by the carrier.

Only employees working twenty (20) or more hours per week shall be eligible for this benefit.

**Section D.** Full-time Calendar Year and Full-time School Year employees shall be covered by a long-term disability policy with a 90-day waiting period. The policy will cover 66 2/3% of monthly income up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) per month to age seventy (70). The Employer shall pay 100% of the premium.

**Section E.** The Employer has established an IRS Section 125 Plan for members of the bargaining unit. Employees may elect to set aside pre-tax dollars for (1) payment of employee's share of medical insurance premiums, (2) reimbursement of medical expenses not covered by insurance and/or reimbursement of dependent care expenses.

## ARTICLE XVIII

### COMPENSATION

Compensation of employees covered by this Agreement is set forth in Appendix A.

At time of retirement, a full-time employee who has worked at least 20 years in the Goffstown School District shall receive Five Thousand Dollars (\$5000); after 25 years of service Seven Thousand Five Hundred Dollars (\$7500). Retirement shall be defined as an employee at least 55 years of age and is retiring from his/her full time occupation. The employee must give written notice by October 31 of his/her intention to retire. Notification after October 31 may result, at the Employer's discretion, in compensation being paid the next fiscal year. An employee may notify the employer by May 1 to continue employment.

A step may be withheld for unsatisfactory work performance. The determination made by the employer will be on an overall evaluation of the employee's work performance. An employee may request that the determination be reviewed by an administrator of the employee's choice, such a request must be initiated by the employee in writing within five (5) days of the initial determination. If the second administrator sustains the determination, the step will be withheld.

twenty-one (21) days from the date of the event which gives rise to the alleged grievance.

2. If the grievant is not satisfied with the disposition of the grievance by the Principal or if no decision has been reached within seven (7) days after filing with the Principal, the grievant or the Union may file the grievance with the Superintendent of Schools or Superintendent's designee within fourteen (14) days after said grievance was filed with the Principal.

3. If the grievant is not satisfied with the disposition of the grievance by the Superintendent of Schools or Superintendent's designee or if no decision has been reached within seventeen (17) days after filing same with the Superintendent or Superintendent's designee, the grievant or the Union may file the grievance with the Goffstown School Board within twenty-one (21) days after said grievance was filed with the Superintendent of Schools or Superintendent's designee. The Board shall hold a hearing and render a decision within thirty (30) days after receipt of the grievance.

4. If the grievant or the Union is not satisfied with the disposition of the grievance by the Board, or if no decision has been rendered by the Board within thirty (30) days after receipt of the grievance, the Union, upon written notification to the Superintendent, may, within fourteen (14) days, submit the grievance in writing to arbitration.

Within fourteen (14) days after such written notice of submission to arbitration, the Employer and the Union will attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, the Union may, within seven (7) days, file the grievance in writing with the American Arbitration Association.

The arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance unless mutually agreed to by both parties, that is, multiple grievances before the same arbitrator will not be allowed. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of the specific provisions of this Agreement.

The decision of the arbitrator shall be binding upon both parties. However, both parties shall have a right to appeal to the New Hampshire Courts under the provisions of Revised Statutes Annotated, Chapter 542, as amended. It is hereby specifically agreed by the employer and the Union that this contract and Grievance Procedure Article are subject to the provisions of New Hampshire Revised Statutes Annotated, Chapter 542, as amended.

**Section D.** The fees and expenses of the arbitrator shall be split equally between the Union and the Employer.

ARTICLE XXIII

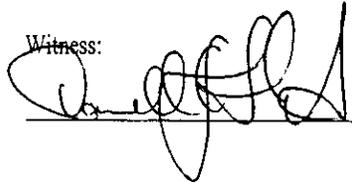
**DURATION**

This Agreement shall be effective July 1, 2007 and continue in full force and effect through June 30, 2011.

**GOFFSTOWN SCHOOL BOARD**

By   
Chairman

By   
Chairman, Goffstown School Board  
Negotiating Committee

Witness: 

Date: June 27, 2007

**GOFFSTOWN EDUCATIONAL SUPPORT STAFF**

By   
GESS Liaison

By   
Chairman, Goffstown Educational Support Staff  
Negotiating Committee

Witness: 

Date: June 31, 2007

**GESS Support Staff Wage Grid FY 2007-2008**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Assistant	8.30	8.55	8.81	9.07	9.34	9.62	9.91	10.21	10.62	11.35	13.12	13.51	13.92	14.34	14.77	15.21
Assistant Cook	9.17	9.45	9.73	10.02	10.32	10.63	10.95	11.28	11.73	12.48	14.25	14.68	15.12	15.57	16.04	16.52
Head Cook	10.04	10.34	10.65	10.97	11.30	11.64	11.99	12.35	12.84	13.60	15.37	15.83	16.31	16.80	17.30	17.82
EMT	10.85	11.17	11.51	11.85	12.21	12.58	12.95	13.34	13.87	14.66	16.42	16.92	17.42	17.95	18.48	19.04
Para - Non Cert	9.17	9.45	9.73	10.02	10.32	10.63	10.95	11.28	11.73	12.48	14.25	14.68	15.12	15.57	16.04	16.52
Para - Cert	9.67	9.95	10.23	10.52	10.82	11.13	11.45	11.78	12.23	12.98	14.75	15.18	15.62	16.07	16.54	17.02
Custodian II	9.92	10.22	10.52	10.84	11.16	11.50	11.84	12.20	12.69	13.45	15.22	15.68	16.15	16.63	17.13	17.64
Custodian I/Maint.	10.85	11.17	11.51	11.85	12.21	12.58	12.95	13.34	13.87	14.66	16.42	16.92	17.42	17.95	18.48	19.04
Secretary	10.85	11.17	11.51	11.85	12.21	12.58	12.95	13.34	13.87	14.66	16.42	16.92	17.42	17.95	18.48	19.04
Principals Sec	11.46	11.81	12.16	12.53	12.90	13.29	13.69	14.10	14.66	15.74	17.50	18.03	18.57	19.13	19.70	20.29

**GESS Support Staff Wage Grid FY 2008-2009**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Assistant	8.38	8.64	8.90	9.16	9.43	9.72	10.01	10.31	10.73	11.46	13.25	13.65	14.06	14.48	14.92	15.36
Assistant Cook	9.26	9.54	9.83	10.12	10.42	10.74	11.06	11.39	11.85	12.60	14.39	14.83	15.27	15.73	16.20	16.69
Head Cook	10.14	10.44	10.76	11.08	11.41	11.76	12.11	12.47	12.97	13.74	15.52	15.99	16.47	16.97	17.47	18.00
EMT	10.96	11.28	11.63	11.97	12.33	12.71	13.08	13.47	14.01	14.81	16.58	17.09	17.59	18.13	18.66	19.23
Para - Non Cert	9.26	9.54	9.83	10.12	10.42	10.74	11.06	11.39	11.85	12.60	14.39	14.83	15.27	15.73	16.20	16.69
Para - Cert	9.86	10.14	10.43	10.72	11.02	11.34	11.66	11.99	12.45	13.20	14.99	15.43	15.87	16.33	16.80	17.29
Custodian II	10.02	10.32	10.63	10.95	11.27	11.62	11.96	12.32	12.82	13.58	15.37	15.84	16.31	16.80	17.30	17.82
Custodian I/Maint	10.96	11.28	11.63	11.97	12.33	12.71	13.08	13.47	14.01	14.81	16.58	17.09	17.59	18.13	18.66	19.23
Secretary	10.96	11.28	11.63	11.97	12.33	12.71	13.08	13.47	14.01	14.81	16.58	17.09	17.59	18.13	18.66	19.23
Principals Sec	11.57	11.93	12.28	12.66	13.03	13.42	13.83	14.24	14.81	15.90	17.68	18.21	18.76	19.32	19.90	20.49

APPENDIX B

GOFFSTOWN SCHOOL DISTRICT  
NOTICIATION OF EMPLOYMENT

20 - 20

\_\_\_\_\_, you are herein notified that the Goffstown School District agrees to hire you as a \_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. The terms of employment are as follows:

You are herein notified that the District agrees to hire you as a \_\_\_\_\_, for \_\_\_\_\_ hours/day, \_\_\_\_\_ days/year and at an hourly rate of \_\_\_\_\_ paid biweekly for hours actually worked and reported.

Said employment is contingent upon the availability of necessary funds and/or the continuation of need for the services of this position. Prior authorization must be given for work beyond the normal work schedule. The responsibilities of your position and the hours to be worked will be determined by your immediate supervisor.

This Notification of Employment is subject to the collective bargaining agreement between the Goffstown Education Support Staff, NEA-New Hampshire and the Goffstown School Board, provided, however, that the existence or nonexistence of any collective bargaining agreement will neither impair nor affect the validity of this Notification of Employment.

Please sign all copies of this Notification and return them to the principal's office within two (2) weeks. Your signed copy will indicate your acceptance of the conditions of employment and your willingness to serve in the position indicated above. I am pleased to have you working for the district.

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

I have reviewed and understand the conditions of employment and fringe benefits and accept the above notification of employment.

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Date