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Preamble

The School Board of the School District of Gorham, New Hampshire, hereinafter referred to as the Board and the Gorham Support Staff/NEA - New Hampshire, hereinafter referred to as the Gorham Support Staff, agree as follows:

Article II

Recognition

The Board hereby recognizes the Gorham Support Staff as the exclusive representative for all members of the bargaining unit with respect to terms and conditions of employment as defined in RSA 273-A.

The Gorham Support Staff covered by this Agreement are all persons that are or will be employed by the Board to serve the needs of the Gorham School District as support staff in the bargaining unit for which a certification election was held on February 9, 1988.

The support staff will include food service personnel, custodians, para educator, secretaries, and permanent bus drivers. This recognition excludes "Substitute" and temporary employment of one year duration or less.

The Association shall maintain all rights available under RSA 273-A with regard to unit determination and modification.

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 Gorham School District.
2. The term "school" means any work location.
3. The term "employee" means a person included in the Support Staff.
4. The terms "board" and "employer" mean the School Board or any of its agents.
5. The term "association" means the Gorham Support Staff/NEA-NH.
6. Whenever the singular is used in this agreement it is to include the plural.
7. The term "substitute" means an employee who has been hired to fill in for a returning bargaining unit member and who has not been issued a School Board authorized contract.
8. The term "temporary" means an employee who is hired to do a specific task and who has not been issued a School Board authorized contract.

Article III

Fair Treatment

An employee who has completed his/her probationary period shall not be terminated, suspended or dismissed without a supportive statement of facts.

All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied, it is understood by the parties that progressive discipline, including verbal and written warnings, suspension without pay, or dismissal shall be applied in disciplinary cases. It is further understood that the instances listed in the following paragraph may be serious enough to warrant dismissal on a first occurrence.

While on duty, causes for immediate discharge include, if the severity of the infraction warrants it, selling, possessing or being under the influence of alcohol or illegal drugs, recklessness resulting in a serious accident, failure to report a school vehicle accident, physical or sexual assault, conviction of a felony.

All suspensions and discharges must be stated in writing, and a copy given to the employee and the Association at the time of suspension or discharge. All disciplinary action shall be subject to the grievance procedure. Copies of all formal disciplinary action shall be sent to the Association President or his/her designee.

In the event a verbal warning is given to an employee, a written record may be made by the Supervisor, a copy of same shall be given to the employee and the Association representative, and a copy shall be placed in the employee's file after the employee has been given an opportunity to initial the same indicating only that he/she has received a copy.

Article IV

Duties and Obligations

- A. The Board will not discriminate against support staff because of race, age, color, creed, sex or membership in the Gorham Support Staff.
- B. The Gorham Support Staff agrees to represent equally all personnel without regard to race, age, color, creed, sex, or membership in the Gorham Support Staff.
- C. The Board agrees to deduct from the salaries of Gorham Support Staff members dues for membership in the Gorham Support Staff/NEA - New Hampshire upon authorization by said members of the Gorham Support Staff on or before October 15 of each school year. The transfer of said funds shall be made at a time mutually agreed to by the parties.
- D. The Board or its authorized representative may communicate and consult with any member of the bargaining unit for any and all purposes relating to his/her employment, except that such communications and consultations shall not conclude in an agreement or resolution in violation of this collective bargaining agreement.
- E. Management Clause: The Gorham Support Staff recognize that the Board has the responsibility and prerogative to direct and manage the operation and policies of the school district, and that all power, discretions, and authorities now held by them or vested in them by law are not delegated, modified, or abridged except as expressly stated herein. It is further understood that these discretions and authorities which may not lawfully be delegated or abridged are not affected by this Agreement, and this Agreement, even in its express terms, shall not be construed so as to affect such non-delegable discretions, authorities, and powers in any way.
- F. Cost items negotiated by the School Board shall be submitted to the Gorham School District for approval. If the Gorham School district rejects any part of the submission, or while accepting the submission takes any action which would result in a modification of the terms of the cost item submitted to it, the parties shall, within seven (7) days of the adjournment of said meeting, reopen negotiations in an effort to reach a revised agreement. If the reopened negotiations do not result in a revised agreement by April 1 in any given year, the Board may by April 15 in that year issue individual employment contracts, and the salaries set forth in such contracts shall be in the same amount as that prevailing at that time.

Article V

Association Rights

Association Rights: The Board agrees that all employees shall have 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 their 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 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.

The Association and its representatives shall have the right to use school facilities and equipment, including typewriters, 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 representative shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the teachers' room of each school. The Association may use school mailboxes for communications.

ARTICLE VI

Conditions of Employment

- A. Ninety (90) calendar days probationary status will be in effect for all new support staff positions. Probationary staffs are not entitled to vacation benefits or rights granted under Grievance & Arbitration or Fair Treatment.

Support staff contracted for less than 19 hours per week are not eligible for Severance Pay. Support staff contracted for 19 hours per week or more are eligible for Severance benefits. (Employees eligible in the 1995-1996 school year for severance pay under the preceding contract will not lose their eligibility if their hours are reduced below nineteen.) Other benefits and their eligibility guidelines are found in Article VIII.

- B. Vacation: Vacation leave applies only to twelve-month (12-month) employment. All vacation earned during a contract year is taken in the subsequent year. The anniversary date of a contract for vacation purposes is July 1. During the first year an employee can earn up to one week's vacation or a prorated amount based upon .096 per 40 hours worked at regular time, from the first week worked until the anniversary date. For the purpose of this article, an employee's anniversary date will be on the July 1st prior to the individual's date of hire. Only the first year of employment shall be prorated. One week is earned in the second year. Two weeks are earned during the third through sixth year. Three weeks during the seventh through eleventh year. Four weeks during the twelfth through seventeenth year and five weeks from the eighteenth and all subsequent years. All employees entitled to vacations under the old contract, at the time this contract is ratified, will continue to be eligible for the number of weeks they have already been granted but any additional weeks granted will be subject to this contract.

No more than two employees from any of the four employee groups that are a part of this agreement will be allowed vacation leave at the same time. Leave will be granted on the basis of seniority.

Vacation leave must be taken before August 31 of the next fiscal year. Vacation leave is non-accumulative.

- C. Sick Leave and Personal Leave: Ten-month (10-month) employment -ten (10) days a year accumulative to ninety (90) days. Twelve month employment - twelve days (12) per year accumulative to ninety-five (95) days. Three (3) days of sick leave may be used for personal leave to take care of urgent and compelling business and emergencies for which no other time than in-school time can be used. Three (3) days of personal leave shall be at the sole discretion of the employee. Personal leave shall not be used to extend vacation periods. Personal leave shall not be cumulative from year to year.

Any employee who currently has more than 90 accumulated days of sick leave will retain the number of days accumulated up to the prior contract limit of 110.

Sick leave shall include personal illness, illness in the immediate family, death in the immediate family or disability, provided that the employee in the case of pregnancy or other disability secure medical proof of disability and duration of disability from a qualified physician. Further, in cases when the period of disability is in dispute, the Board and the employee shall by mutual agreement, acquire a second medical opinion verifying the disability or duration of disability provided that no medical request may be asked for any disability that involves a duration of five days or less.

- D. Catastrophic Sick Leave Bank A voluntary sick leave bank will be established for the benefit of those professional employees whose accumulated sick leave for illness become exhausted. Each participating employee will contribute two sick leave days upon their initial enrollment. The number of days in the bank will be maintained at a minimum of not less than fifty days. The district will put in twenty-five (25) days in the first year of this contract only. When the bank falls one day below this minimum, enrolled employees shall donate one additional day.

The participating employee may be eligible to receive up to thirty days from the bank. Utilization of these days will provide salary and Board provided insurance benefits not to exceed 1/185th of the professional's annual contracted salary.

Any professional needing to utilize the bank must submit the following to the Superintendent of Schools:

1. A written statement requesting authorization to draw from the sick leave bank including the date this action would commence.
2. A doctor's statement indicating the nature of the illness.
3. A doctor's statement indicating the current status of the illness must be provided at each thirty-day interval. Sick leave may be granted up to two thirty-day periods in one school year.

They must have fulfilled the following:

1. Exhausted available sick leave.
2. Have been ill for five consecutive days

The Superintendent will approve or disapprove the request with five (5) working days. His decision is final and not subject to the grievance procedure.

- E. Severance Pay: After five (5) years of service, upon severance or death of an employee, except at the time of retirement, such employee or his/her survivor shall be paid the equivalent of his/her accumulated sick leave at the per diem rate of \$40.00, not to exceed the following:

1. 5 years of continuous service	\$ 950.00
10 years of continuous service	\$1,780.00
15 years of continuous service	\$2,180.00
20 years of continuous service	\$2,530.00
25 or more years of continuous service	\$3,000.00

2. Years of service between 5-10, 10-15, 15-20, 20-25 shall be prorated

3. These provisions shall not apply when employment is terminated due to dismissal or the individual failing to give thirty (30) days notice.

F. Retirement: The parties agree that all provisions of the New Hampshire Retirement System as set forth in RSA 100-A shall be made a part of this Agreement. The Board agrees that it is desirable to allow staff members to take advantage of the federal laws concerning tax-free annuities and shall take such steps as necessary to implement a tax-free annuity program.

Any individual with ten (10) continuous years or more in the Gorham School District who qualifies for state retirement benefits may elect upon the submission of a letter of resignation* to the Superintendent to receive an additional stipend equally divided among his/her remaining years up to three (3) based upon the following schedule:

1. 10 years of continuous service	\$1,800.00	maximum
15 years of continuous service	\$2,700.00	maximum
20 years of continuous service	\$3,500.00	maximum
25 years of continuous service	\$4,200.00	maximum

2. Years of service between 10-15, 15-20, and 20-25 shall be prorated.

*The Superintendent must be notified by December 1 of the year previous to that during which benefits will be paid. The Support Staff employee may reconsider his/her decision on or before March 1. The letter of resignation, once received and accepted, cannot be canceled after March 1 unless approved by the School Board. In the event of cancellation, reimbursement shall be made to the District.

G. Paid Holidays: Twelve month (12-month) employees: New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

One day paid time will be granted on the day before Christmas and 1/2 day before New Year's Day. If a holiday falls on a Saturday or Sunday, the day will be celebrated on the Friday before or the Monday after the holiday. Should the day not be celebrated when due, it will be added to the vacation days to be taken at a later time during the same contract year.

School year employees are entitled to the following holidays: New Year's Day, Civil Rights Day, President's Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

H. Temporary Assignment: In the case of a teacher's para educator substituting for a teacher, the para educator will receive, in addition to their regular contracted amount, the difference between their contracted amount for the day and the amount paid a substitute teacher. When a support staff employee is assigned a superior responsibility (including substituting for a teacher) for a temporary period of not less than three (3) hours, the employee will receive an additional \$0.75 per hour or substitute pay for the day (whichever is greater).

- I. Work Schedule: The hours and overtime provisions for the employees covered by this Agreement shall be governed by the provisions of the Fair Labor Standards Act. In addition to these provisions, the Gorham School District will pay double time rate of pay for work assignments on Christmas and Thanksgiving and time and a half rate for any other holiday.
- J. Contract Termination: An individual employment contract may be broken through resignation or Reduction in Force by written notice of at least thirty (30) days. It is understood this thirty (30) day time period may be waived through mutual agreement by the individual and the district.
- K. Clothing Allowance: The Board will pay Two Hundred Dollars (\$200.) toward clothing for all lunch and custodial staff. Payment to be made on or before October 1st of each year.
- L. Paraprofessional Certification: If the Gorham School District, the State of NH or the USDOE requires certification of paraprofessionals, the Gorham School District will pay the cost of instruction and materials for courses/workshops necessary for required certification. The Gorham School District will pay the NHDOE fee for all paraprofessionals who become state certified.
- M. Call-in Pay: An employee called-in and reporting in for emergency work outside of the normal work schedule shall be paid for a minimum of two (2) hours of regular time, or two (2) hours at time and one-half if said call-in puts the employee over the forty (40) hour pay week. (Early call-in extending the regular work hours will be compensated either by compensatory time or overtime if it extends time beyond Department of Labor requirements.)
- N. Course Reimbursement:
- A. Unit members who make application for a course refund shall be notified of the Superintendent's decision in writing before beginning the course.
- Unit members who take courses that have a direct relationship to their area of work shall be reimbursed for a maximum of six (6) credits per school year provided said unit member returns as a unit member in the Gorham School District for the semester following the completion of the course.
- Non-credit courses that pertain to the employee's job may also be approved, but will be reimbursed no more than a four credit course.
- No unit member shall be reimbursed for a second course until all those eligible for a first reimbursement have received payment.
- The total of all reimbursements in any fiscal year shall not exceed \$1,500.00 per group (secretaries, paraprofessionals, and custodians). Money not spent by one group by June 1st may be transferred to another group.
- B. Reimbursement not to exceed (90) percent of the per credit hour rate for the University System of New Hampshire. Reimbursements will be provided for courses approved in advance by the Superintendent of Schools and for

individuals continuing in the employment of the Gorham School District during the semester following the completion of the course. No employee shall receive reimbursement for a second course until all employees eligible for a first reimbursement have been paid.

All Para Educators who hold a New Hampshire certificate for Para Educators (teaching assistants) shall be compensated an additional \$.50 per hour.

Article VII

Salaries

Secretary	A \$0.20 per hour differential will be paid for each year of college work, successfully completed, up to a maximum of two years, which is relevant to the position. Relevancy will be determined by the Superintendent.
Para-Educator	A \$0.20 per hour differential will be paid for each year of college work, successfully completed, up to a maximum of two years, which is relevant to the position. Relevancy will be determined by the Superintendent.
Custodian	<p>A \$0.20 per hour differential will be paid for each year of college work, successfully completed, up to a maximum of two years, which is relevant to the position. Relevancy will be determined by the Superintendent.</p> <p>A \$0.15 shift differential will be paid to custodians for the full second shift. First shift is defined as 6:30 to 3 PM, second shift is defined as 1:30 to 10:00 PM. Summer vacation and non-school days, the single shift is 6:00 to 2:30 PM.</p>
Lunch	<p>A \$0.20 per hour differential will be paid for each year of college work successfully completed, up to a maximum of two years, which is relevant the position. Relevancy will be determined by the Superintendent.</p> <p>A \$0.35 per hour stipend will be paid to the Assistant Lunch Director. Current employees will maintain their current differential at a minimum of \$0.15 per hour regardless of relevancy. Employees whose college credit is relevant will be paid the \$0.20 per hour differential.</p> <p>No newly hired employee shall be placed on a higher wage step than a currently employed bargaining unit member within the same classification with the same or greater amount of applicable experience.</p>

Article VIII

Insurance

The Gorham School District will participate in and continue its contribution to a medical program, life insurance, disability program, and dental program. The Gorham School District will compensate those full-time school year employees not subscribing to the medical insurance plan at the rate of \$1,500.00.

A. Medical

All medical in this section shall be provided on a full or prorated basis according to the following for the first year of the contract:

Less than 24 or fewer hours	0% the employee may purchase insurance at the group rate
24 to 32 hours per week	85% of HMO less 15% of cost = District portion (70%)
32 plus hour per week	85% of HMO

All medical in this section shall be provided on a full or prorated basis according to the following for the second year of the contract:

Less than 24 or fewer hours	0% the employee may purchase insurance at the group rate
24 to 32 hours per week	80% of HMO less 15% of cost = District portion (650%)
32 plus hours per week	80% of HMO

B. Dental:

All dental benefits in this section shall be provided on a full or prorated basis according to the following:

Less than 24 or fewer hours	0% the employee may purchase insurance at the group rate
24 to 32 hours per week	80%
32 plus hours per week	100%

The Board will pay a full single subscriber equivalent of the Delta Dental Plan A, B, and C. Fifteen percent (15%) of the difference between the single and that required by a participant's family situation.

Coverage A	100%
Coverage B	80%
Coverage C	50%
Maximum per person per year is \$750.	

C. Life Insurance and Disability Program:

The Gorham School District will pay full premium for current levels of life insurance and disability program for all staff members contracted for 19 hours or more per week. The weekly disability benefit is 70% of weekly pay up to a maximum of \$500 per week.

Maximum benefit period is 52 weeks. Life insurance is 100% of the person's annual pay, subject to a minimum of \$20,000 and a maximum of \$75,000. Reduced benefit is provided for those over age 65. This will be a convertible policy.

D. Section 125 Account:

Employees will have access to a Section 125 Account for premium contributions and any other qualified contributions allowed under the Internal Revenue Service up to the maximum allowable limit as available currently in the Gorham School District.

Article IX

Safety Conditions

A Safety Committee for the Gorham School District has been formed as of October, 2003. The Lost Prevention Management Program was officially adopted by the School Administrative Unit No. 20 Board in May, 2004. A current copy is available and distributed to all employees.

The Committee meets on a quarterly basis and conducts formal sight inspections on a yearly basis.

Article X

Grievance and Arbitration

A grievance is defined as an alleged violation, misinterpretation or misapplication with respect to one or more support staff of any provisions of this agreement. Grievances shall be resolved exclusively in accordance with the procedures set forth.

All formal grievances shall be submitted in writing on a form developed by both parties. Within fifteen (15) employee working days of its occurrence the grievance and all information relative thereto must be discussed by and between support staff aggrieved and his or her immediate supervisor having the authority over the said support staff member. A grievance shall be deemed waived if it is not presented in accordance with the procedures and schedules set forth herein. No support staff member shall suffer any reprisals by the Board, Superintendent, Principals, or Supervisor because of due participation in the procedures set forth.

By mutual agreement a grievance may start at the level of the Superintendent of Schools providing that the grievance is in writing and within fifteen (15) employee working days of occurrence.

If the matter is not settled at the Supervisor level within ten (10) employee working days, the grievance shall be referred to the Superintendent of Schools.

The support staff member and/or the authorized representative of the Association shall be required to submit the grievance in writing to the Superintendent of Schools. The Superintendent must discuss the matter with the support staff member and/or authorized representative within five (5) employee working days of receiving the written grievance. Charges not submitted and discussed by either party at the time may not be given subsequent consideration. The Superintendent's response to the grievance shall be made in writing within ten (10) employee working days of said discussion. If the matter is not resolved within ten (10) employee working days of said discussion, and the support staff member and/or the Association wishes to pursue it further, the matter may be submitted to the Board in accordance with the following procedure.

Within ten (10) employee working days of having received the written response from the Superintendent, the Association may submit the written grievance with all attached responses to the Chairman of the Board through the Superintendent. The Chairman, within ten (10) days of receipt of the grievance, shall designate a reasonable time and place for discussion of the matter with a representative of the Association and the employee involved. Within fifteen (15) employee working days of the said meeting, the Board shall render its decision in writing.

If after thorough discussion, the grievance has not been satisfactorily resolved, the Association may request arbitration by writing to the Chairman of the Board no later than fifteen (15) employee working days after the rendering of the said decision of the Board or the expiration of the time limit for its rendering.

The Association and the Gorham School Board shall mutually agree to an arbitrator within ten (10) employee working days.

If agreement cannot be reached, the American Arbitration Association shall within ten (10) days appoint an arbitrator.

The arbitrator shall hold a hearing and render a decision within thirty (30) days of the hearing.

The decision of the arbitrator shall be final and binding for the duration of the Agreement provided that it does not vary, modify, or add to the express terms and provisions of this Agreement.

The services and expense of the arbitrator shall be shared equally by the Association and the Board.

Article XI

Notice of Vacancies

Notices of vacancies within the Gorham School District will be posted on the official bulletin board in each building in the main offices. Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned.

The period between posting of and closing of applications shall be no less than four (4) days. When a vacancy arises in any support staff position, qualified people presently on staff will be given consideration.

Article XII

Reduction in Force

Whenever it becomes necessary to decrease the number of the bargaining unit, the Gorham School Board shall notify members of the bargaining unit within the same classification of the intent not to renominate, but only in the inverse order of seniority. In a reduction in force situation, bus drivers and custodians shall be considered as a single classification.

All probationary staff shall be released first in any category

During the year following a layoff, unit members who have been laid off shall be recalled for openings within the category from which they were laid off. This recall shall be conducted in the order of seniority.

Article XIII

Contractual Validity

This Agreement is to be construed as being in conformity with the laws of the State of New Hampshire. Should any provisions be found to be in violation of the law or statutes of the state of New Hampshire said provision shall be null and void, but the remainder of this Agreement not deemed by either party to have been affected by said nullification, shall remain valid and effective. In the event of nullification, the parties agree to meet and discuss the replacement of the said provision and the alteration (if requested by either party) of other provisions (except economic matters) affected by the said nullification or replacement.

Article XIV

Terms, Duration, and Negotiation

Negotiation procedures will be consistent with RSA 273-A. All collective bargaining shall be conducted between the Gorham School Board or its representative(s) and the Association or its representative(s).

- A. This Agreement shall be effective beginning July 1, 2005, and shall remain in effect in all aspects until June 30, 2008, and from year to year thereafter unless either party shall notify the other by registered mail, return receipt requested, on or before November 1, 2007, or the first day of November thereafter of the party's desire to change its provisions or to terminate the agreement and negotiate a successor agreement. Changes desired by the party notifying hereunder will be presented at a meeting agreeable to the parties. Both parties agree to begin negotiations then in good faith effort to reach agreement on all matters raised by either party concerning areas covered by this Agreement.
- B. Ratification: This Agreement and all subsequent amendments and changes shall become effective after ratification by the Gorham Support Staff/NEA-NH and the Gorham School Board and signed by representatives of each.

FOR THE GORHAM SUPPORT STAFF/NEA-NH _____

FOR THE GORHAM SCHOOL BOARD _____

Gorham Support Staff- Grievance Report

Name of Grievant _____ Date filed _____ Grievance No. _____

Building _____ Position _____

Immediate Supervisor _____ School Phone _____

Date of alleged violation or misapplication _____

Article(s) of agreement allegedly violated _____

Statement of Grievance _____

Nature and extent of injury or loss involved _____

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered. _____

Remedy sought _____

Signature of GSS Representative

Signature of Grievant

Disposition by: Principal

Superintendent

Date answered _____

Answer _____

Signature