

**AGREEMENT**  
**HAMPSTEAD SCHOOL BOARD**  
**AND THE**  
**HAMPSTEAD EDUCATION ASSOCIATION**

JULY 1, 2013  
TO  
JUNE 30, 2017

**RATIFIED BY THE HEA AND THE HAMPSTEAD SCHOOL BOARD**  
**APPROVED BY DISTRICT VOTERS ON 3/12/13**

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## Table of Contents

<b>PREAMBLE.....</b>	<b>3</b>
<b>ARTICLE I - RECOGNITION.....</b>	<b>3</b>
SECTION 1 - BARGAINING UNIT DEFINITION .....	3
SECTION 2 - ASSOCIATION MEMBERSHIP AND BENEFITS .....	4
SECTION 3 - ASSOCIATION CERTIFICATION.....	4
SECTION 4 - POLICY REVISIONS .....	4
<b>ARTICLE II - NEGOTIATIONS.....</b>	<b>4</b>
SECTION 1 - SUCCESSOR NEGOTIATIONS .....	4
SECTION 2 - NEGOTIATIONS CONSULTANTS .....	4
SECTION 3 - SCOPE OF NEGOTIATIONS .....	5
<b>ARTICLE III - PERSONNEL.....</b>	<b>5</b>
SECTION 1 - PERSONNEL FILES ACCESS.....	5
SECTION 2 - DISCIPLINE .....	5
SECTION 3 - PERSONNEL FILES CONFIDENTIALITY .....	5
SECTION 4 - REDUCTION IN FORCE .....	5
SECTION 5 - JOB TRANSFERS .....	6
SECTION 6 - JOB SHARING .....	7
SECTION 7 - HIV/AIDS CONFIDENTIALITY .....	7
<b>ARTICLE IV - GRIEVANCES.....</b>	<b>8</b>
SECTION 1 - PURPOSE OF GRIEVANCE.....	8
SECTION 2 - REFLECTION ON GRIEVANT .....	8
SECTION 3 - GRIEVANCE INITIATION TIME LINES .....	9
SECTION 4 - INDIVIDUAL GRIEVANCE .....	9
SECTION 5 - ASSOCIATION GRIEVANCE.....	10
SECTION 6 - BOARD GRIEVANCE .....	11
SECTION 7 - GRIEVANCE SUBSTANTIATION .....	11
SECTION 8 - GRIEVANCE DEFINITION OF DAYS.....	11
SECTION 9 - GRIEVANT REPRESENTATION .....	12
<b>ARTICLE V - LEAVE.....</b>	<b>12</b>
SECTION 1 - LEAVE ACCRUAL .....	12
SECTION 2 - USE OF LEAVE .....	12
SECTION 3 - LEAVE ACCUMULATION .....	12
SECTION 4 - MAXIMUM LEAVE .....	12
SECTION 5 - EXCESS LEAVE DAYS .....	12
SECTION 6 - RETIREMENT LEAVE DAY REDEMPTION .....	13
SECTION 7 - ANNUAL LEAVE DAY REDEMPTION .....	13
SECTION 8 - SICK BANK .....	13
<b>ARTICLE VI - BEREAVEMENT &amp; PROFESSIONAL ABSENCES .....</b>	<b>14</b>
SECTION 1 - BEREAVEMENT DAYS.....	14
SECTION 2 - NEA-NH DELEGATE .....	14
SECTION 3 - PROFESSIONAL LEAVE.....	14
SECTION 4 - WRITTEN REQUEST FOR LEAVE .....	14
<b>ARTICLE VII - LEAVES-OF-ABSENCE .....</b>	<b>15</b>
SECTION 1 - UNPAID LEAVE.....	15
SECTION 2 - SABBATICAL LEAVE .....	15
SECTION 3 - CHILDBEARING LEAVE .....	16
SECTION 4 - CHILD REARING, PATERNITY FOSTER & ADOPTED CHILDREN, AGING PARENT LEAVE.....	17
SECTION 5 - JURY DUTY LEAVE .....	17
SECTION 6 - ARMED FORCES LEAVE .....	17
SECTION 7 - LONG TERM MEDICAL LEAVE .....	18
SECTION 8 - RETURNING FROM LEAVE .....	18
<b>ARTICLE VIII - PROFESSIONAL COMPENSATION .....</b>	<b>18</b>

SECTION 1 - SALARY SCHEDULE.....	18
SECTION 2 - STEP AND TRACK PLACEMENT.....	19
SECTION 3 - PRORATION OF SALARY.....	20
SECTION 4 - DIVISION OF SALARY.....	20
SECTION 5 - HAMPSTEAD EXPERIENCE DIFFERENTIAL.....	20
SECTION 6 - CALENDAR.....	21
SECTION 7 - COMMITTEE WORK.....	22
<b>ARTICLE IX - EXTRA CURRICULAR ACTIVITIES.....</b>	<b>22</b>
SECTION 1 - COACHES AND ADVISORS.....	22
SECTION 2 - HOLIDAY PERFORMANCE STIPEND.....	22
<b>ARTICLE X - INSURANCE PROVISIONS.....</b>	<b>22</b>
SECTION 1 - INSURANCE PLANS.....	22
SECTION 2 - PREMIUMS COVERAGE.....	23
SECTION 3 - RETIREE MEDICAL SUPPLEMENT I.....	23
SECTION 4 - RETIREE MEDICAL SUPPLEMENT II.....	24
SECTION 5 - MEDICAL INSURANCE BUY OUT.....	24
SECTION 6 - CONTINUATION OF BENEFITS.....	24
<b>ARTICLE XI - PROFESSIONAL IMPROVEMENT.....</b>	<b>25</b>
SECTION 1 - COURSE REIMBURSEMENT FUNDING.....	25
SECTION 2 - COURSE REIMBURSEMENT DISTRIBUTION.....	25
SECTION 3 - PROFESSIONAL WORKSHOPS AND CONFERENCES.....	26
<b>ARTICLE XII - PAYROLL DEDUCTIONS.....</b>	<b>26</b>
SECTION 1 - ALLOWABLE PAYROLL DEDUCTIONS.....	26
<b><i>Summer Term.....</i></b>	<b>26</b>
<b><i>Fall Term.....</i></b>	<b>26</b>
<b><i>Spring Term.....</i></b>	<b>26</b>
SECTION 2 - PAYROLL DEDUCTION PROCEDURE.....	27
SECTION 3 - PAYROLL DEDUCTION PROVISIONS.....	27
<b>ARTICLE XIII - LUNCH AND PLANNING PERIODS.....</b>	<b>27</b>
SECTION 1 - LUNCH PERIOD DEFINITION.....	27
SECTION 2 - LUNCH PERIOD ASSIGNMENT.....	27
SECTION 3 - PLANNING PERIOD.....	27
SECTION 4 - LUNCH & PLANNING PERIOD PROVISIONS.....	27
<b>ARTICLE XIV - RETIREMENT.....</b>	<b>27</b>
SECTION 1 - RETIREMENT INCENTIVE.....	27
<b>ARTICLE XV - CONFORMITY TO LAW - SAVING CLAUSE.....</b>	<b>28</b>
SECTION 1 - CONFORMITY TO LAW.....	28
SECTION 2 - SAVING CLAUSE.....	28
<b>ARTICLE XVI - DURATION.....</b>	<b>28</b>

## **PREAMBLE**

**AGREEMENT MADE AND ENTERED INTO** between the **HAMPSTEAD SCHOOL BOARD** (hereinafter referred to as the Board) and the **HAMPSTEAD EDUCATION ASSOCIATION** (hereinafter referred to as the Association).

**WHEREAS** RSA 273-A of the New Hampshire Revised Statutes Annotated mandates the negotiation of a collective bargaining agreement between the Board and any certified bargaining unit of the School District's Employees, and

**WHEREAS** the Association had been recognized by the Board as representing the majority of the professional Employees of the District prior to the effective date of RSA 273-A, and

**WHEREAS** the continuation of such recognition by the Board is sanctioned by RSA 273-A as having the effect of certification of the Association as a bargaining unit under said Chapter, and

**WHEREAS** the Board has met with the Association and fully considered and discussed with it, on behalf of the Employees, contract changes governed by Public Employees Labor Relations Law 273-A,

IT IS AGREED AS FOLLOWS:

## **ARTICLE I - RECOGNITION**

### **SECTION 1 - BARGAINING UNIT DEFINITION**

The Board recognizes the Association as the exclusive representative of all the professional employees, except administrators, in the Hampstead School District for the purposes of collective bargaining and the presentation of grievances, as defined in RSA 273-A.

#### **Definition:**

- a. A professional employee is a person who, having successfully completed the prescribed course of study at a recognized school, college, or university and satisfied the certification or licensing requirements of the New Hampshire State Board of Education and/or the appropriate State Licensing Board, has been duly appointed by the Hampstead school system; the primary duty of said position being the purveyance or support of education, or the welfare of students; and
- b. who has signed a contract with the Hampstead School District for a specific period of time. Professional employees of the District are all classroom teachers, teaching specialists, counselors, school psychologists, media generalists, nurses, physical therapists, occupational therapists, certified occupational therapist assistants, speech language pathologists, preschool teachers, and certified educators (hereinafter referred to as members of the bargaining unit). Certified nurse educators will be included when and if such positions are created by the Board.

- c. Except where there is specific, qualifying language, all members working less than full-time (100% time) will have all salary and benefits prorated accordingly. Members working less than 51% may join the HEA group insurances at their own expense, if eligible under the carriers' rules.

## **SECTION 2 - ASSOCIATION MEMBERSHIP AND BENEFITS**

The Association agrees that:

- a. Membership in the Association is neither a condition of employment nor a requirement for the continued employment of any employee.
- b. Benefits successfully negotiated between the Board and the Association are equally applicable to all members of the bargaining unit, whether members of the Association or not.
- c. Any member of the bargaining unit is free to enjoy all rights and is subject to all regulations provided in the laws of the State of New Hampshire and in the policies of the Board, whether represented by the Association or not.

## **SECTION 3 - ASSOCIATION CERTIFICATION**

The Board and the Association agree that certification of the Association as the exclusive representative of the bargaining unit shall remain valid until the Association is dissolved, voluntarily surrenders its certification, loses a valid election, or is decertified by the New Hampshire Public Employee Labor Relations Board, as provided in RSA 273-A:10. The Association agrees to present a letter certifying that 51% of eligible members of the unit are paid current members of the Association at the beginning of the negotiations for a successor agreement.

## **SECTION 4 - POLICY REVISIONS**

The Superintendent agrees to provide the Association with up-to-date revisions of the Board's policy manual as soon as is practicable after adoption by the Board. The Superintendent will forward all minutes of School Board Meetings to the local Association president, within a timely fashion.

# **ARTICLE II - NEGOTIATIONS**

## **SECTION 1 - SUCCESSOR NEGOTIATIONS**

On or about September first of the calendar year prior to the expiration of this Agreement, the parties agree to enter into good faith negotiations over a successor Agreement. Any Agreement reached shall be reduced to writing and signed by the Board and the Association.

## **SECTION 2 - NEGOTIATIONS CONSULTANTS**

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.

## **SECTION 3 - SCOPE OF NEGOTIATIONS**

The first item of business to be resolved at the inception of negotiations shall be defining the scope of the negotiations.

## **ARTICLE III - PERSONNEL**

### **SECTION 1 - PERSONNEL FILES ACCESS**

Upon written request and twenty-four hours notice, all members shall be allowed to review their personnel files and make copies of the contents contained within. No evaluations or written commentary, complimentary or derogatory, will be placed in the file without having been first shown to the member; the member shall sign the commentary or evaluation only as an indication that it has been reviewed. There shall be two official personnel files, and they shall be housed at the Superintendent's office and the principal's office. Explanatory or rebuttal statements can be attached by the member to material housed in the appropriate file.

### **SECTION 2 – DISCIPLINE**

A member who feels he/she has been improperly disciplined or reprimanded without just cause may file a grievance under Article IV of this Agreement.

### **SECTION 3 - PERSONNEL FILES CONFIDENTIALITY**

The personnel files of a member will be kept confidential consistent with state and federal laws. Access to the file will be strictly limited to appropriate school district personnel or others as defined by law.

### **SECTION 4 - REDUCTION IN FORCE**

When, in the discretion of the School Board, a reduction in professional staff is required, such reduction shall be accomplished as follows:

- a. The position(s) to be eliminated shall be determined by the School Board by grade or by program, according to the best interests of the entire Hampstead School District.
- b. Reductions shall be accomplished first by attrition, resignations and/or retirements.
- c. The schedule for release of personnel shall be district-wide. Personnel shall be released irrespective of prior position held, in reverse order of seniority within the Hampstead School District, EXCEPT:
  1. When no available member with greater seniority in the Hampstead School District is certified for a position which would be retained, but vacated, by the departure of the less senior member.
  2. When a member scheduled for release would be replaced in his/her position by a more senior member with certification but without recent experience in that certification area. In such cases, the less senior member will be retained unless there is more than three years difference in seniority.

- d. Seniority, as used in this section, refers to years and months of professional certified employment within the Hampstead School District. A member's employment shall be considered to have started on September 1st of the year in which s/he was first employed if that was for the full school year, and on the actual start date if the member started during a year. Members who work less than full-time will accrue seniority prorated to their amount of employment. In cases in which individuals have the same number of years and months of employment, seniority shall be determined by lot. The seniority list will be updated annually, in January, by the Superintendent. The Association President shall receive a copy of the seniority list prior to Feb. 1.
- e. Recall - A recall list of those members who have passed their probationary period shall be maintained until at least the start of the second school year following the release.
  - 1. Openings which may occur within the District during that period will be offered to individuals on the recall list, in inverse order of release, again subject to certification and experience as described above. This shall include any long-term substitute position.
  - 2. Members who decline a position under this provision shall not lose recall status unless they request in writing that their names be removed from the recall list.
  - 3. Members on the recall list shall be responsible for notifying the Superintendent in writing of any change of address. Failure to so notify the Superintendent may constitute loss of recall status.
  - 4. A member must respond within fourteen (14) calendar days to any recall notice; except between August 15 and September 15, a member must respond within seven (7) calendar days. The Association President, with Association approval, may approve a shorter time period in case of an emergency.
  - 5. New employees will not be rehired for any vacancy while there are laid-off certified members available and willing to fill those positions.
  - 6. A teacher who bumps another teacher under Section III (4) shall return to the position from which he/she bumped if said position is vacant and the bumped teacher wishes to exercise his/her recall rights.
- f. Seniority - Members released under this policy and who are recalled within the recall period shall retain all accrued seniority and retain all rights under the law accruing to their experience.
- g. Association Notification - Whenever a reduction in force appears probable, the President of the Association will be notified in writing (or email) by the Superintendent or Assistant Superintendent.

## **SECTION 5 - JOB TRANSFERS**

Members in the bargaining unit will be considered for a job transfer into any newly created position or opening due to someone leaving the position.

- a. The SAU will provide the Association President with written notification of all vacancies via email at least two (2) days prior to the posting of the position. All vacancies in the Hampstead School District will be posted by the Principal in each Hampstead School District school's office and staff room for at least two (2) days prior to any other postings.
- b. Any member wanting to pursue a job transfer must state their interest in writing to the Superintendent of Schools. This may be prior to or upon posting of the position.
- c. All members requesting a job transfer will be given due consideration, including an interview for the position, if he/she has the proper certifications necessary for the position.
- d. All members that interview for a position will be given written notification of appointment disposition.

## **SECTION 6 - JOB SHARING**

Members wishing to share a position will present a detailed, complete written proposal by April 1 to the building principal for approval, with copies to each team member.

- a. Final decision will be given in writing on or before May 1, by the Superintendent and the Principal. Approval is for one year only, but renewable by written application.
- b. Salary, benefits, Hampstead Experience Differential and seniority issues will be prorated in the proposed plan.
- c. Members requesting job sharing positions must be certified in the appropriate areas for the position.
- d. Job share members who are beyond the probationary period will get the first option at any full-time position, which becomes available.
- e. When the job share is discontinued, the member that originally held the position shall have the right to return to full-time status if the position still exists. The second member shall have the right to the position if it still exists, if the first member declines the position.
- f. The administration's decision is not subject to the grievance procedure.

## **SECTION 7 - HIV/AIDS CONFIDENTIALITY**

A member who has HIV/AIDS shall be allowed and encouraged to work as long as his/her condition allows, as with any other disabling illness.

- a. Any infected member is encouraged to notify the Superintendent or Principal. With written permission, the Superintendent or Principal may inform the school nurse or any employee in any building where the employee works.



- b. The infected member is entitled to remain at work as long as the member is able to adequately perform the job. This decision must be legally, educationally and ethically sound for both the member and the District.
  - 1. This decision is subject to current supporting written medical opinion supplied by a medical doctor selected by the member. The doctor must be familiar with the member's case and must consult with an active certified school administrator, selected by the member.
  - 2. If the District questions the decision, the decision will be reviewed by a committee consisting of the member, an advocate chosen by the member, local school district officials and officials from the local or state health departments.
- c. The District shall not discriminate against the infected member without cause.
- d. When the infected member's health no longer permits the member to perform the duties of his/her job, the member shall be entitled to use any medical leave and retain eligibility for all medical and other work-related benefits as provided for any school employee with a long-term disabling condition.
- e. Any member of the Board or Administration that becomes aware that a member has become infected by HIV/AIDS shall keep all information absolutely confidential, except as necessary for legal or medical consultation with the prior knowledge of the member. Any breach of confidentiality is subject to appropriate legal action by the member and the Association.
- f. HIV/AIDS testing shall not be a condition of employment.

## **ARTICLE IV - GRIEVANCES**

### **SECTION 1 - PURPOSE OF GRIEVANCE**

This Article provides for an orderly and sole procedure for the processing of Individual, Board and Association grievances pertaining only to the interpretation or application of express provisions of this Agreement. The grievance process shall not apply, and the Board's decision shall be final and binding, as to the following matters: (1) any matter for which a specific method of review is prescribed by law; (2) any rule or regulation by the State Department of Education; (3) any by-law of the School Board pertaining to its internal organization; (4) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone; (5) a complaint by an employee which arises by reason of his or her not being re-employed; (6) a complaint by an employee occasioned by appointment to, lack of appointment to, retention or lack of retention in any position for which "tenure" is not possible or not required.

### **SECTION 2 - REFLECTION ON GRIEVANT**

The Board and the Association recognize and endorse the importance of bringing grievances to light and adjusting them promptly. The initiation of a grievance in good faith by an individual will not cause any reflection on that member's standing with the

Administration or loyalty and desirability to the District, nor will the grievance be considered as a reflection on the Administration or the Board.

### **SECTION 3 - GRIEVANCE INITIATION TIME LINES**

A grievance to be considered under this procedure must be presented to the second party within twenty (20) school days of its occurrence, or within twenty (20) school days of when the first party should have reasonably known of its occurrence. Once the grievance is being considered, the failure of the aggrieved party to appeal a decision, or lack of decision, rendered at a given step in the procedure to the next step within the specified time limit constitutes explicit acceptance of the decision and is a waiver of further appeal of said decision.

### **SECTION 4 - INDIVIDUAL GRIEVANCE**

- a. The following grievance procedure applies to individual members. Each party will bear the costs incurred by itself. Any member shall be assured freedom of restraint, interference, coercion, discrimination, or reprisal in presenting a grievance.
- b. Level One - Informal Discussion: An individual shall discuss the grievance with the appropriate Building Principal or Director (as applicable) in an attempt to resolve the matter.
- c. Level Two - Principal: If the Individual is not satisfied with the results of Level One above, the Individual may continue with a Level Two formal meeting. The meeting will include the individual, the appropriate building Principal, and, if requested by the individual, an Association Representative. The individual must present the completed form Appendix B, within five (5) school days of the Level One Informal discussion. The completed form must be presented to the Association and the appropriate Principal. The Principal must render a decision within five (5) school days of the meeting.
- d. Level Three - Superintendent: If satisfactory settlement has not been reached at Level Two, the individual shall present the grievance to the Superintendent within five (5) school days of the Principal's Level Two decision. The written grievance on Appendix B shall contain the details of the complaint and the corrective action desired by the individual. It must also give the date of the Level One informal discussion, as well as the date and substance of the Level Two decision. The Superintendent will meet with the Principal, the individual, and, if requested by the individual, a representative of the Association, in an attempt to resolve the grievance. A written decision will be given to the individual within five (5) school days of the meeting.
- e. Level Four - School Board: If satisfactory settlement has not been reached at Level Three, the individual has five (5) school days after the Superintendent's decision to submit the grievance on form Appendix B to the Board for resolution. The Board shall meet with the Superintendent, the individual, and, if requested by the individual, an Association Representative, not less than five (5) nor more than (10) days after receipt of the request. A decision must be rendered in writing by the Board within five (5) school days of the meeting.

- f. Level Five – PELRB: If satisfactory settlement has not been reached after Level Four above, the individual may submit the grievance to the PELRB under RSA 273:51H; 273:A6. The PELRB will respond under its authority given by law.

## **SECTION 5 - ASSOCIATION GRIEVANCE**

- a. The following grievance procedure applies to an Association grievance. Each party will bear the costs incurred by itself. The Association will notify any employee affected by an association grievance prior to the submission of the grievance.
- b. Level One - Informal Discussion:  
The Association President shall discuss the grievance with the appropriate Building Principal or Director (as applicable) in an attempt to resolve the matter.
- c. Level Two - Principal:  
If the Association is not satisfied with a decision from Level One above, it may initiate the formal grievance procedure with the appropriate Building Principal. The Association must present the grievance in writing on the completed form Appendix B. The completed form must be presented to the appropriate Principal and the Principal must meet with the Association President or designee within five (5) school days. The Principal must render a decision within five (5) school days of the meeting.
- d. Level Three - Superintendent: If satisfactory settlement has not been reached at Level Two, the Association shall present the grievance to the Superintendent within five (5) school days of the Principal's Level Two decision. The written grievance on form Appendix B shall contain the details of the complaint and the corrective action desired by the Association. It must also give the date of the Level One informal discussion, as well as the date and substance of the Level Two decision. The Superintendent will meet with a representative of the Association in an attempt to resolve the grievance. A written decision will be given to the Association within five (5) school days of the meeting.
- e. Level Four - Board Chairperson:  
If satisfactory settlement has not been reached at Level Three, the Association President shall present the grievance on form Appendix B to the Chairperson of the Board, within ten (10) school days, the President of the Association and the Chairperson of the Board shall meet to draw up a proposal to resolve the grievance. Both parties shall receive the written proposal no later than ten (10) school days following the meeting. If either party is not satisfied with the proposal, the President of the Association and the Chairperson of the Board shall meet two or more times to further attempt resolution of the grievance.
- f. Level Five - Board:  
If satisfactory settlement has not been reached, the Association President or designee will present the grievance on form Appendix B to the full Board within ten (10) school days after the third meeting. The Board will render a written decision within five (5) school days.
- g. Level Six - PELRB:

If satisfactory settlement has not been reached after Level Five above, the Association may submit the grievance to the PELRB under RSA 273-A:5 I (h) and RSA 273-A:6. The PELRB will respond under its authority given by law.

## **SECTION 6 - BOARD GRIEVANCE**

- a. The following grievance procedure applies to a board grievance. Each party will bear the costs incurred by itself. The Board will notify any member affected by a board grievance prior to the submission of the grievance.
- b. Level One - Informal Discussion:  
The Board Chairperson shall discuss the grievance with the Association's President in an attempt to resolve the matter.
- c. Level Two - Association President:  
If satisfactory settlement has not been reached at Level One, the Chairperson of the Board shall present the grievance on the completed form Appendix B to the President of the Association. Within ten (10) school days, the President of the Association and the Chairperson of the Board shall meet to draw up a proposal to resolve the grievance. Both parties shall receive the written proposal no later than ten (10) school days following the meeting. If either party is not satisfied with the proposal, the President of the Association and the Chairperson of the Board shall meet two or more times to further attempt resolution of the grievance.
- d. Level Three - Association Executive Board:  
If satisfactory settlement has not been reached after the third meeting, the Board's representative or designee will present the grievance on form Appendix B to the Executive Board of the Association within ten (10) school days. The Association's Executive Board will render a written decision within five (5) school days.
- e. Level Four - PELRB:  
If satisfactory settlement has not been reached after Level Three above, the Board may submit the grievance to the PELRB under RSA 273-A:5 I (h) and RSA 273-A:6. The PELRB will respond under its authority given by law.

## **SECTION 7 - GRIEVANCE SUBSTANTIATION**

At each and every step of the grievance procedure, the individual, the Board and the Association may call a reasonable number of witnesses, and, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws or regulations, for the purpose of substantiating the contentions of claims of the parties.

## **SECTION 8 - GRIEVANCE DEFINITION OF DAYS**

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the grievance procedure prescribed in Article IV, Sections 3, 4, 5, and 6 shall be followed, except for substituting "Central Office working days" for "School Days".

## **SECTION 9 - GRIEVANT REPRESENTATION**

- a. A grievant must be present at all levels of the grievance procedure. At the grievant's option, after Level One, a representative of the Association or an independent third party may be present to represent the member.
- b. When an individual is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the written grievance to the Principal at Level 2 or any higher level, be notified by the Principal, in writing prior to all hearing sessions concerning the content of such grievance and shall receive a copy of all decisions rendered. The Association shall have the right, when it is not actively representing a grievant, to present its position in writing relevant to said grievance.

## **ARTICLE V - LEAVE**

### **SECTION 1 - LEAVE ACCRUAL**

Each full-time member shall accumulate paid leave for use in case of illness, disability, medical or legal appointment, family obligation, or emergency event at a rate of 1.4 days per school calendar month, to a maximum of fourteen (14) days per year. This benefit shall accrue on the first day of every calendar month commencing on September 1 and continuing through June 30 of each year. Members working less than full-time shall have their leave accrual prorated.

### **SECTION 2 - USE OF LEAVE**

Except in emergencies, or the illness of the member or the member's spouse, child, parent, or member of household, written request for leave days should be made to the Principal or Superintendent at least two (2) days before such leave occurs. Leave days shall not be used for recreational purposes and may not be taken on the day immediately preceding or the day immediately following a vacation or holiday, except with the approval of the Superintendent or designee.

### **SECTION 3 - LEAVE ACCUMULATION**

Leave shall be accumulated to the following maximum:

- a. For contracts of 189 days or more: 120 days for all members hired before July 1, 2009. All members hired after July 1, 2009 will accumulate to 110 days.
- b. For contracts of fewer than 189 days: a quantity prorated from the numbers established in (a) above.

### **SECTION 4 - MAXIMUM LEAVE**

The maximum paid leave granted to a member at a given time is equal to the sum of the accumulated leave from previous contract years, plus the number of accrued days during the current year. A member may petition the Superintendent to advance leave days.

### **SECTION 5 - EXCESS LEAVE DAYS**

Leave days taken in excess of the maximum defined in Section 3 shall be deducted from the member's salary at the prescribed pro rata daily rate and deducted from the next paycheck.

## **SECTION 6 - RETIREMENT LEAVE DAY REDEMPTION**

Upon legal retirement, members eligible for the NH Retirement System and with ten (10) to fifteen (15) years of Hampstead District service will be paid a lump sum equal to fifty dollars (\$50) multiplied by the number of accumulated leave days, as defined in Section 3 of this article. Members eligible for NH Retirement System with fifteen (15) or more years will be paid a lump sum equal to seventy-five dollars (\$75) multiplied by the number of accumulated leave days. This payment will be made no earlier than June 15 and no later than August 31 following retirement.

## **SECTION 7 - ANNUAL LEAVE DAY REDEMPTION**

- a. Members who have accumulated the maximum number of leave days will continue to accrue days during the school year, in accordance with Article V, Section 1, which may be used during that year. Any such days remaining at the end of the school year will be redeemed at seventy-five dollars (\$75) multiplied by the number of accumulated leave days beyond maximum, as defined in Section 3. The payment will be made in September for the preceding school year to members who are returning the following year or who have provided timely notice of resignation.
- b. Notice of resignation as required in paragraph (a) above, shall be considered "timely" if it is received by the deadline for return of a signed contract for the following year. The Superintendent may waive this requirement in emergency circumstances.

## **SECTION 8 - SICK BANK**

- a. A sick bank will be established and maintained for the benefit of any member who suffers a medical condition, physical or mental, which causes the member to be unable to perform contractual obligations for a period of twenty (20) contract days or more.
- b. Establishment of the Bank: The bank was established at the beginning of the 1995-1996 school year with one (1) day from each member of the bargaining unit. Each member added after that date will be assessed one (1) leave day from the member's accrual or accumulation, taken no earlier than during the second year of membership. Unused sick bank days will carry over to succeeding years. In the event the bank is depleted, one (1) additional sick bank day will be taken from the leave accrual or accumulation of each member working 51% or more. Each assessment of any member working 50% or less will be half a day.
- c. The use of the sick bank is intended for those members who have a long-term illness, which results in the exhaustion of accumulated leave days. In no case shall any days be awarded from the sick bank be utilized when a member has leave days available. Any days awarded from the sick bank which are not utilized at the time and for the purpose which they were granted shall be returned to the sick bank.
- d. Management of the sick bank will be vested in a Sick Bank Committee consisting of the HEA president, an Association member, the Superintendent of Schools or designee, and a

designated School Board member. Members will petition the committee for sick days from the bank. The member is required to show proof of illness. All decisions by the Sick Bank Committee will be by a simple majority vote of the committee, subject to one appeal by the petitioner.

- e. A member may be awarded up to a maximum of ninety (90) days minus the petitioning member's accumulated leave days. In any one year the Committee will not award more than one hundred and eighty (180) days.

## **ARTICLE VI - BEREAVEMENT & PROFESSIONAL ABSENCES**

### **SECTION 1 - BEREAVEMENT DAYS**

The following days may be authorized by the Superintendent or designee under the conditions described:

- a. An employee shall be granted bereavement absences with pay because of death in the immediate family. Normally two (2) days will be granted per bereavement. An employee's immediate family shall be considered as husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and other persons residing in the same household as the employee.
- b. An employee shall be granted absences with pay because of the death of uncles, aunts, nieces and nephews, not to exceed one (1) day per bereavement.
- c. In unusual circumstances the Principal, with the approval of the Superintendent, is authorized to grant additional bereavement days or bereavement leave for individuals not listed above.

### **SECTION 2 - NEA-NH DELEGATE**

Two designated delegates of the Association will be allowed one (1) day leave-of-absence, each, to attend the State Educational Association's delegate assembly. The Superintendent may authorize, in advance, additional Association business days, provided the Association agrees to pay the substitute(s).

### **SECTION 3 - PROFESSIONAL LEAVE**

Absence of the members for professional purposes is recognized by the Board as advantageous to the District and the Superintendent is authorized to grant said leave at his discretion.

### **SECTION 4 - WRITTEN REQUEST FOR LEAVE**

Written application shall be made to the Principal or Superintendent at least two (2) days before taking any Article VI leave, except in emergencies, stating the reason and expected duration of the absence.

## **ARTICLE VII - LEAVES-OF-ABSENCE**

The following leaves of absence apply to members with at least two (2) years of service in the district who work 51% or more. Members requesting leave under the following provisions shall submit their applications in writing to the Board. If granted, the Board shall send written notification to the member of the type and duration of the approved leave.

### **SECTION 1 - UNPAID LEAVE**

An unpaid leave-of-absence of one contracted year or less may be granted to any member, upon approval of the Board, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; cultural, travel or work programs related to their professional responsibilities; or to study at a recognized college or university provided that:

- a. The sum of the members on leave shall not exceed five percent (5%) of the members or one (1) member per building, whichever is greater.
- b. A member requesting said leave state his/her intention to return to the school system no later than May 1 of the leave-of-absence year.

### **SECTION 2 - SABBATICAL LEAVE**

- a. Sabbatical leave for approved full-time study, or for other approved educational activities directly relating to one's professional assignment, will be available to one (1) member every other year, providing the granting of such leave will not, in the opinion of the Superintendent and Board, impair the effectiveness of instruction within the educational system. Priority will be given to an applicant seeking a Master's Degree.
- b. To be eligible for sabbatical leave, a member shall have been employed in a professional capacity by the Hampstead School District for at least seven (7) consecutive years.
- c. Sabbatical leave may be granted for a maximum of one (1) school year at fifty percent (50%) rate of pay, or for one-half (1/2) the school year at seventy-five percent (75%) rate of pay, provided the recipient is enrolled in a full-time (at least 12 graduate credits) approved program, using the salary step at the time of the request on the salary schedule in effect at the time of the leave. Payment for members on sabbatical leave will be biweekly and distributed in accordance with current payroll procedures. Insurance benefits consistent with ARTICLE X of this contract, will be allowed, but other benefits, including course reimbursement, will not. The Superintendent of Schools reserves the right to request status reports on the success of the program at any time.
- d. An eligible member desiring to apply for sabbatical leave shall file a preliminary request for sabbatical leave and a plan for the use of such leave with the Superintendent and the School no later than December 1 of the preceding year. A final request for sabbatical leave, including specific details of the program, shall be filed no later than March 1 of the calendar year in which the sabbatical leave is to commence.



- e. Upon completion of the sabbatical leave, the Superintendent and the School Board may require the member to complete a written report describing the manner in which the leave was used and the educational value received there from.
- f. Any member to be granted a sabbatical leave shall contract with the Superintendent and the School Board that upon the termination of such leave, the member shall return to service in the Hampstead School District for a minimum period of twice the length of the leave, or return to the District the full cost of the sabbatical upon resignation.
- g. Upon return from sabbatical leave, the member shall:
  - 1. Be placed on the next higher salary level than prior to the sabbatical leave.
  - 2. Be returned to the same position held at the time the leave commenced, if available, or, if not available, to an equivalent position insofar as this is possible.
- h. The returning member will not qualify for another leave until that member has served a period of seven (7) consecutive years after returning to service.

### **SECTION 3 - CHILDBEARING LEAVE**

Childbearing leave of up to one (1) year shall be granted without pay or other benefits. The member shall request such leave in writing to the Superintendent not later than four (4) months in advance of the expected date of delivery as noted by the attending physician. The request shall include:

- a. the expected date of commencement of leave
- b. the expected date of delivery
- c. the expected date of the return to employment.

For definition purposes, the commencement of the childbearing leave will be consistent with the last day of work before the leave.

Members, upon written request, including a doctor's certification of disability with dates, may use accumulated leave days for the period of disability surrounding delivery.

A member who is pregnant may continue in active full-time employment until as late into the pregnancy as desired, provided, in the judgment of the Superintendent, she is able to properly perform all of her teaching duties. Written approval from her attending physician to continue may be required. Return from childbearing leave must coincide with the start of one of the four quarters of the school calendar, unless an alternate date has been mutually agreed upon by the building principal and the member. Any change in the date of return shall require ninety (90) days notice and Superintendent approval and may require written approval of the attending physician.

Once the leave has expired, the District will provide job placement in either the same position or a similar position or in a position in which the member is certified.

Members with non-probational status will be advanced to the next step on the salary scale provided they have worked more than 90 student contract days. A probational member may be advanced with 90 days or more student contact days. Probational is defined by RSA: 189:14a.

Members already enrolled in the District medical program will be continued in that program through the calendar month following the month they cease to be a full-time member. Beyond this, members may elect to continue health, dental, and life insurance coverage at their own expense during the term of their leave. Members electing to do so will be subject to rules, regulations, and rates as determined by the carrier at the time.

#### **SECTION 4 - CHILD REARING, PATERNITY FOSTER & ADOPTED CHILDREN, AGING PARENT LEAVE**

Child rearing leave of up to one (1) year shall be granted without pay or other benefits providing:

- a. The member will request such leave in writing to the Superintendent three (3) months in advance of the expected leave date. As much notice as possible will be given by the employee for acceptance of foster children or the adoption of children.
- b. Return from child rearing leave must coincide with the start of one of the four quarters of the school calendar, unless an alternate date has been mutually agreed upon by the building principal and the member.
- c. Members may elect to continue the group health, dental and life insurance coverage at their own expense, during the term of their leave.

#### **SECTION 5 - JURY DUTY LEAVE**

A paid leave-of-absence shall be granted to any member who is summoned to serve in a petit or grand jury. The District's liability will be equal to the difference between the member's pro rata daily rate, less the Court's jury duty pay. It is the duty and responsibility of the member to notify the Superintendent as soon as the court summons is received, and, while in service, to obtain and furnish weekly to the Principal, the Court Clerk's pay affidavit, stating the dates served and the compensation received.

#### **SECTION 6 - ARMED FORCES LEAVE**

A leave-of-absence shall be granted to any member who is summoned to serve in active duty in the Armed Forces of the United States, as follows:

- a. For periods in excess of ten (10) school days, the member will be granted unpaid leave equal to the required length of service. The District shall offer the member a contract for a professional position at the expiration of such leave and the member has ninety (90) days to accept or decline the contract. At the end of ninety (90) days the District's obligation terminates.
- b. For periods not exceeding ten (10) school days, the member shall be granted paid leave to the required length of service. The member's current contract shall remain valid and

the District's liability will be equal to the difference between the member's pro rata daily rate, less the military compensation.

In either case, it is the duty and responsibility of the member to notify the Superintendent of the impending leave as soon as official notification is received. No military leave in excess of ten (10) school days shall be credited to the member's length of service to the district for purpose of determining placement on the salary schedule step.

## **SECTION 7 - LONG TERM MEDICAL LEAVE**

Long-term unpaid medical leave of absence may be granted by the Superintendent with documentation of disability of self, child, spouse or parent for the remainder of the school year, plus one year. Notice of return must be submitted three (3) months in advance of the expected date of the return and the return must coincide with the beginning of a semester.

## **SECTION 8 - RETURNING FROM LEAVE**

Members returning from leaves-of-absence will be assigned to their previous position, or a substantially similar position. Should neither of the above conditions be met, the member may accept any other position offered by the Board or resign from the faculty without prejudice.

# **ARTICLE VIII - PROFESSIONAL COMPENSATION**

## **SECTION 1 - SALARY SCHEDULE**

- a. The salary schedules for full-time members hired during the period covered by this agreement are in Appendix A. Such salary schedules shall remain in full force and effect during the term of this Agreement.
- b. The base salary of any member working full-time, employed by the District during the previous year at any step below "MAX" shall be increased over his or her prior year's base salary by the following amounts:

for the 2013-2014 school year: 1% + \$1,000  
for the 2014-2015 school year: 1.5% + \$1,200  
for the 2015-2016 school year: 1.75% + \$1,400  
for the 2016-2017 school year: 2% + \$1,500.

- c. The base salary of any member working full-time, employed by the District during the previous year at max step or beyond shall be increased over his or her prior year's base salary by the following amounts:

for the 2013-2014 school year: \$1,000  
for the 2014-2015 school year: \$1,200  
for the 2015-2016 school year: \$1,400  
for the 2016-2017 school year: \$1,500

- d. The base salary amounts for members working less than full-time will be prorated from the amounts specified in part (a), (b), or (c) above.

## **SECTION 2 - STEP AND TRACK PLACEMENT**

- a. Steps for Members - All members will be placed on an appropriate step of the salary schedule, determined by the member's number of years of professional experience in education.
- b. Additional steps may be given in the placement of new members after mutual agreement between the Superintendent and the President of the Association. Such placement shall be determined by:
  - 1. The member's number of years as an educator.
  - 2. The member's number of years in a related professional position. The Superintendent will determine if any related experience will be considered, and if so, how many steps are its equivalent.
  - 3. Exceptions will be allowed in critical shortage areas identified by the Superintendent or the NH State Department of Education. Steps granted for this exception will not exceed those for an additional two extra years of experience. The Association must be notified in writing of all exceptions, within five days of appointment by the Board.
- c. Track Placement – All members will be placed in the appropriate track on the salary schedule. The amount of education will determine the track:
  - 1. First Track = School Nurses, COTA
  - 2. Second Track = Bachelor's Degree with fewer than 15 additional graduate credits.
  - 3. Third Track = Bachelor's Degree with at least 15 additional graduate credits and fewer than 30 additional graduate credits.
  - 4. Fourth Track = Bachelor's Degree with at least 30 additional graduate credits.
  - 5. Fifth Track = Master's Degree with fewer than 15 additional graduate credits.
  - 6. Sixth Track = Master's Degree with at least 15 additional graduate credits and fewer than 30 additional graduate credits.
  - 7. Seventh Track = Master's Degree with at least 30 additional graduate credits and fewer than 45 additional graduate credits.
  - 8. Ninth Track = Master's Degree with at least 45 additional graduate credits and fewer than 60 additional graduate credits.
- d. Step Movement - All members will gain one step after completion of a year in the District, until they have reached the maximum step on the schedule.
- e. Advanced Education Stipend – Any member who has attained a Doctorate or at least 60 graduate level credits beyond a Master's Degree will annually receive an additional payment of \$1,000.

- f. Track Movement – A member must notify the School District and provide official transcripts for a track movement to be effective. Track changes will be effective on the second payroll cycle after all required documentation has been received by the payroll office.
- g. Alternate Schedule Track Movement – The percentage of increase for track movement at “max” will be used to determine increase for track movement of all Alternate Schedule members.

Teachers who earn a Master’s Degree shall carry with them all previously earned graduate credits that are not applied to the Master’s Degree.

A maximum of one track advancement per contract year will be allowed.

### **SECTION 3 - PRORATION OF SALARY**

Members working other than full-time will receive a salary prorated from the amount that member's step and track placements would provide for a full-time position. Pro rata daily rates shall be computed as follows:

Schedule Amount for Full-Time Member = Pro Rata Daily Rate  
Number of Full-Time Contract Days

### **SECTION 4 - DIVISION OF SALARY**

- a. In June of each year, the Association President and the Superintendent of Schools will decide whether there will be twenty-one (21) or twenty-two (22) pay periods in the following school year.
- b. Members may elect to receive professional compensation according to one of the following two (2) options:
  - 1. The member’s contracted salary will be divided by 26, and the first 20 (or 21) payments, each of 1/26 of the total, will be paid beginning on the first Friday following student contact, in the regular School District payroll cycle and shall continue in the regular School District payroll cycle. The final payment 6/26 (or 5/26) will be paid on the regularly scheduled payroll Friday following the final day of the work year.
  - 3. The member’s contracted salary will be divided into 21 (or 22) equal payments to be paid beginning on the first or second Friday following the first scheduled day of work. The first payday will be selected to agree with the SAU office's pay period. The final payment shall be paid on the regularly scheduled payroll Friday following the final day of the work year.

### **SECTION 5 – HAMPSTEAD EXPERIENCE DIFFERENTIAL**

- a. Full-time members who have prior full-time experience in the Hampstead School District (as a member of the bargaining unit) shall receive a separate Hampstead experience differential payment of \$100 for each year of prior experience in the District.

- b. The amount of the Hampstead experience differential for part-time employees will be pro-rated.
- c. The payment will be made in the first paycheck in November following a completed year. An incomplete year will be treated as if completed if the employee was employed for 75% or more of that school year. Leaves of absence will not be counted as years of experience within the District. Teachers retiring under the provisions of the New Hampshire Retirement System shall receive payment prior to August 31.

## **SECTION 6 – CALENDAR**

- a. The work year will comprise 190 days (189 days for returning members with greater than two full years of District seniority): One hundred eighty (180) - Student Contact Days

One (1) Opening Day for Teachers - the day will be used according to the needs of the member (i.e. room preparation, planning, etc.) The administration may schedule no more than one hour of meetings.

One (1) Opening Day for Administration - the day will be scheduled by the Administration.

One (1) Administration day for members with less than two full years in the district.

One (1) Parent Conference Day - scheduling of this day may vary from member to member and will be jointly determined by the Principal and the individual members in order to best serve the needs of students, parents and staff.

Four (4) professional days as determined by the Administration, at least one of which must be scheduled at the end of the school year.

One (1) professional day as determined by the professional staff member involving an activity approved in advance by the Principal. The scheduling of this day will be of mutual agreement between the HEA President and Superintendent.

One (1) Flex Day - one unassigned day each year for the teacher to do school related work in the buildings or, with prior permission of the principal, an activity outside the building.

- b. The Board invites written input from the Association in the setting of the school calendar and agrees to provide a three-week prior notice of the date that the calendar will be decided for the ensuing year.
- c. Year Round School  
If the school district changes the school year to a year-round school format, any necessary revisions to the master agreement will be negotiated by the Association and the Board. No member will be required to work longer than is defined in this agreement.
- d. Open House

Members will attend the annual Open House each school year. The Open House is an evening commitment that will not exceed two (2) hours. A member may decline to participate in more than one Open House per year.

## **SECTION 7 - COMMITTEE WORK**

- a. Each member is expected to serve on at least one (1) full year or two (2) part year committees per year as part of the job function. The Principal may assign the committee on which the staff member will serve. Committee work taking place outside the normal student day should not exceed three (3) hours per week.

## **ARTICLE IX - EXTRA CURRICULAR ACTIVITIES**

### **SECTION 1 - COACHES AND ADVISORS**

- a. Whenever possible members will be given priority consideration when filling coaching positions and advisors. The compensation for these positions will be determined outside of this Agreement.
- b. Whenever possible the position of the Athletic Director will be filled by a member of the unit first. The compensation for this position will be determined outside of this Agreement.
- c. The amounts and procedures for compensating these positions will be determined at the School Board's discretion.

### **SECTION 2 - HOLIDAY PERFORMANCE STIPEND**

The music teacher will receive \$175 per day for weekend and holiday performance commitments to the Town of Hampstead performed at the request of the administration.

## **ARTICLE X - INSURANCE PROVISIONS**

### **SECTION 1 - INSURANCE PLANS**

The Board shall make available to each member the following insurances:

- a. MEDICAL INSURANCE – a choice among plans Blue Choice New England, Blue Choice Three Tier, or Matthew Thornton Blue. In year 2016-2017 all plans will convert to a \$20 co-payment option.
- b. DENTAL INSURANCE - Delta Dental Plan III: 100% coverage A, 80% coverage B; 50% coverage C, and Plan 3D with an option for orthodontics.
- c. LIFE INSURANCE - an amount of \$15,000, or the equivalent of the member's contracted salary, to the nearest \$1,000, whichever is greater. The carrier of this insurance shall be mutually determined by the Association and the Board.

- d. DISABILITY INSURANCE – providing, after ninety (90) days of inability to work, 2/3 of the member's salary, up to a maximum of \$5,000 per month, as specified in the disability insurance policy. The carrier of this insurance shall be mutually determined by the Association and the Board.
- e. Alternate carriers may be chosen by mutual consent of the Board and the Association.
- f. A school day is defined as eight (8) hours for insurance purposes only.

## **SECTION 2 - PREMIUMS COVERAGE**

Subject to the limitations listed in Section 1 above, the District shall provide the following percentages of the premiums for each of the insurances for members that are employed 51% or more and are eligible under the designated carrier's rules:

### **a. MEDICAL INSURANCE**

<b>Plan</b>	<b>1-Person</b>	<b>2-Person</b>	<b>Family</b>
BCNE	89.4%	89.4%	89.4%
BC3T	89.4%	89.4%	89.4%
MT HMO Blue	89.4%	89.4%	89.4%

For subsequent years of the contract, the District will annually assume up to and including a 10% increase in the medical insurance premium. Any increase beyond that amount will be evenly divided between the District and the insured members.

### **b. DENTAL INSURANCE**

The District will pay the following percentages of the premium:

90% single membership

65% two-person membership

50% family membership

Members choosing a plan covering orthodontics will pay extra premium.

### **c. LIFE INSURANCE**

The District will pay 100% of the premium.

### **d. DISABILITY INSURANCE**

The District will pay 100% of the premium.

## **SECTION 3 - RETIREE MEDICAL SUPPLEMENT I**

The Board, upon written request, will annually provide members retiring after July 1, 1989 who are not receiving medical insurance from another employer a fixed sum for single or two-person medical insurance for the District's Health Insurance Plan, the State Retirement Health Insurance Plan or a Medical Insurance Plan of the retiree's choice as follows:

### **a. Before Medicare Eligibility**

Subject to subsection (e) below each eligible retiree shall receive:

Thirty-three hundred dollars (\$3,300) per year.



b. After Medicare Eligibility

Subject to subsection e below each eligible retiree shall receive:  
Sixteen hundred fifty dollars (\$1,650) per year.

- c. Retirement will be defined as recognized by the NH Retirement Board.
- d. To qualify for this benefit the member must have been employed at least ten (10) years in the Hampstead School District.
- e. Said fixed sum in sections (a) and (b) above shall not exceed the cost to the retiree of a single or, if eligible, a two-person plan.
- f. Retirees not part of the District sponsored health insurance plan will provide the following documentation each plan year, which is July 1 to June 30:
  - 1. Certification from health insurance carrier or spouse's employer stating subscriber's name, date of birth, social security number and covered dependents.
  - 2. Type of membership and monthly premium
  - 3. Percentage of employer contribution towards monthly cost
  - 4. Anniversary month of plan
- g. Medical supplement payments will be made directly to the retiree on a semi-annual basis: July and January, or when SAU Office receives documentation.

#### **SECTION 4 - RETIREE MEDICAL SUPPLEMENT II**

Members retiring after July 1, 2013 who are at least 55 years of age with a minimum of 30 years of HEA district service or at least 60 years of age with a minimum of 25 years of HEA district service will be eligible for a supplement equal to the dollar amount the District currently provides in premium support for single coverage of the lowest cost benefit plan. The retiree may apply the dollar amount to any plan available or the lowest cost supplement with prescription drug coverage.

Eligible retirees may qualify for Retiree Medical Supplement I or Retiree Medical Supplement II but not both.

#### **SECTION 5 - MEDICAL INSURANCE BUY OUT**

A member who chooses not to participate in the Medical Insurance plan shall receive a \$500 stipend per year. This payment shall be included in the last paycheck of the school year.

#### **SECTION 6 – CONTINUATION OF BENEFITS**

Should an employee resign as of the close of the school in June, insurance coverage shall remain in effect at District expense according to the terms of Section 2 - Premiums coverage, through August 31 of the school year just completed or until the employee becomes eligible for coverage from another employer, whichever occurs first.

## **ARTICLE XI - PROFESSIONAL IMPROVEMENT**

### **SECTION 1 - COURSE REIMBURSEMENT FUNDING**

The District shall pay for courses taken by members. For members in their first approved Master's program, the district shall reimburse 75% of the tuition rate per course or a maximum of \$1,000 per course, whichever is greater. Subject to the limitations listed below, the District will reimburse a portion of fees as well as tuition for all other course work, provided that the total does not exceed the maximum of \$1,000 per course.

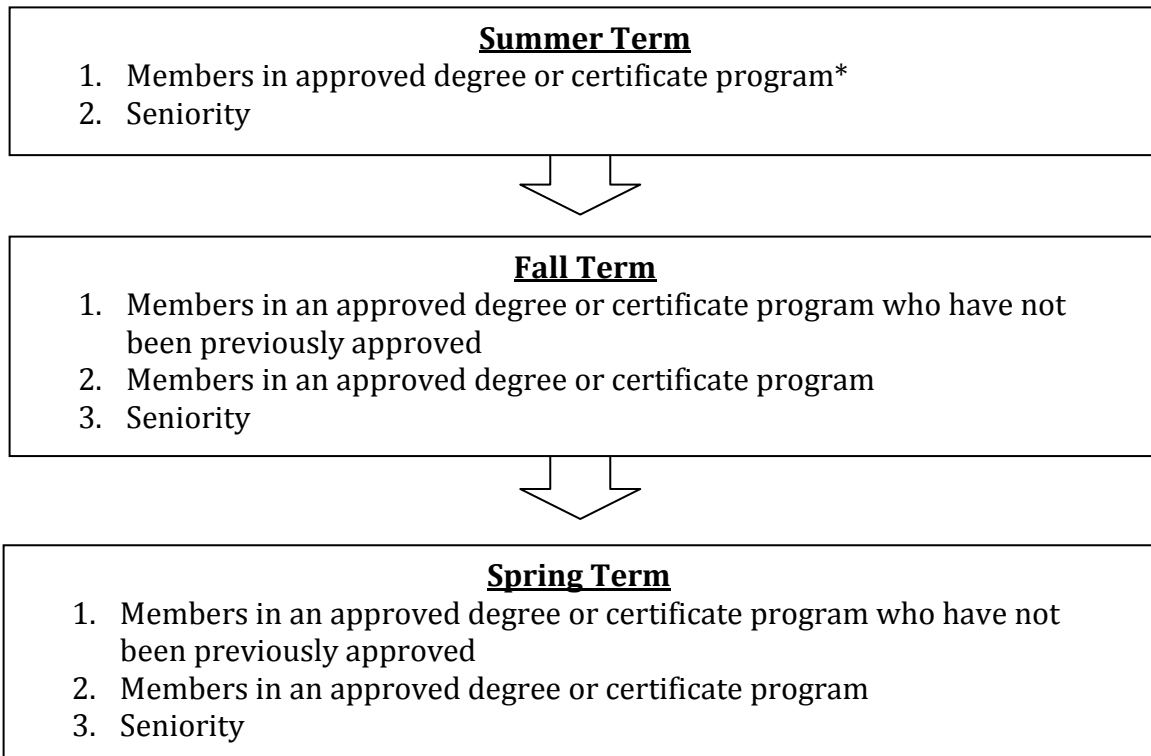
- a. This benefit is for members that work 51% or greater.
- b. The total sum will be at least \$60,000 per year. Amounts over \$60,000 are at the School Board's discretion.
- c. Upon request of a member, the District will prepay 50% of the course costs, up to \$500 per course, for course work approved by the Superintendent under Section 2, except for summer courses. This payment will be warranted no later than the second regular School Board meeting after the approval dates in Section 2 (b).
- d. Before receipt of the remainder of the course work reimbursement, the employee must provide official documentation showing the amounts of tuition and fees, and official transcripts with a B or better or a PASS if the course is PASS/FAIL. Audit courses are not eligible for reimbursement.
- e. The reimbursement check to the employee will be warranted no later than the second regular School Board meeting after such documentation has been submitted to the SAU.
- f. Each member requesting pre-payment of course monies will sign a form giving the District permission to deduct from the member's paychecks any prepaid monies, if the member fails to show proof of course completion within 30 days of the conclusion of the semester.
- g. The Principals may designate up to 20% of the pool of money for courses to be taken in areas of need. Such designated areas will be published to respective staff at least one (1) month before the dates listed in Section 2.

### **SECTION 2 - COURSE REIMBURSEMENT DISTRIBUTION**

- a. The total money available for each contract year will be distributed within each contract year as follows:
  - 50% available July 1
  - 75% available September 1
  - 100% available January 1
- b. Approval will not be given prior to these dates:
  - Summer term - June 1
  - Fall term - August 25
  - Spring term - December 2

Course approval decisions will not be given prior to these dates: Notification will be in writing to the member in a timely fashion. Members must present evidence of registration and cost of the course within fourteen (14) days of the first class session or the encumbrance will be made available to the other members of the bargaining unit.

- c. Applications for course reimbursement will be collected at the Superintendent's office until the first approval date for each term. On that day, applications will be arranged in accordance with the provisions of the flow chart below. Monies will be allotted for a single course, starting with the most senior member in an approved program. In the event of a tie, the member receiving approval first will be chosen by lot. If the money allows, reimbursement for a second course will be allotted for that term, again starting with the most senior member in an approved program.



\*Acceptance into a degree or certificate college program (examples: Master's, CAGS, Reading Specialist Certificate). Members shall submit a letter of acceptance to the SAU office.

### **SECTION 3 – PROFESSIONAL WORKSHOPS AND CONFERENCES**

The Board shall reimburse each member their actual costs for registration and travel to professional workshops or conferences related to their teaching area, up to two hundred dollars (\$200) per school year. The total amount available for this benefit will be \$12,000 per school year.

## **ARTICLE XII - PAYROLL DEDUCTIONS**

### **SECTION 1 - ALLOWABLE PAYROLL DEDUCTIONS**

Payroll deduction shall be made available to all members covered by this agreement for:

- a. Association dues - local, state, and national.

- b. Credit union payments.
- c. Savings program deposits.
- d. Insurance premium deductions limited to those premiums and policies stated in Article X of this Agreement.

## **SECTION 2 - PAYROLL DEDUCTION PROCEDURE**

Payroll deductions will be made in twenty-one (21), twenty-two (22), or twenty-six (26) equal bi-weekly installments, dependent upon the salary payment program selected.

## **SECTION 3 - PAYROLL DEDUCTION PROVISIONS**

Any and all funds collected under the provisions of this Article will be paid to the designated recipients only after the monies have been actually received by the district. Under no circumstances is the District obligated to release funds in anticipation of receipts.

# **ARTICLE XIII - LUNCH AND PLANNING PERIODS**

## **SECTION 1 - LUNCH PERIOD DEFINITION**

Every member who works more than five (5) consecutive hours in any school day shall be entitled to a continuous, duty-free lunch or eating period of thirty (30) minutes duration, as prescribed in RSA Chapters 298 and 275:30a. The members are free to leave the school building during their lunch; except that nurses may leave during lunch providing alternative emergency care is available.

## **SECTION 2 - LUNCH PERIOD ASSIGNMENT**

The Principal has the right and shall assign individual member's lunch periods.

## **SECTION 3 - PLANNING PERIOD**

The Building Principal will attempt to schedule each member forty (40) minutes of planning time during each student day.

## **SECTION 4 - LUNCH & PLANNING PERIOD PROVISIONS**

The parties agree that this Article neither abrogates nor substantially modifies the statutory right of the Board to assign members as the public need dictates.

# **ARTICLE XIV – RETIREMENT**

## **SECTION 1 – RETIREMENT INCENTIVE**

The Board will offer a retirement incentive to as many as five (5) members per year. The Board may offer an incentive to more than five (5) members but is under no obligation to do so to more than five (5) members.

- a. Members who have at least fifteen (15) years of service in the Hampstead School District, and who are at least fifty-five (55) years of age and eligible for retirement under the New Hampshire Retirement System, may be eligible for a retirement incentive.

- b. A member desirous of obtaining a retirement incentive shall submit to the Superintendent written notification of intention to retire, no later than February 1 of the last full year of employment. Exceptions to this deadline may be made for hardship, emergency, or unforeseen circumstances, at the sole discretion of the Hampstead School Board.
- c. In the event of retirement notice being received from more than five (5) members, eligibility for the incentive shall be determined by seniority. Members who would not be granted the incentive will be allowed to withdraw their notice if they so desire.
- d. In the event of changes in the requirements or benefits of the State's retirement program occurring after February 1, members may withdraw their notice prior to May 30 without prejudice.
- e. The retirement incentive shall be equal to one and a half percent (1.5%) of the employee's final year salary multiplied by the number of years of employment by the Hampstead School District, up to a maximum of:
  - 2013-2014: 30%
  - 2014-2015: 35%
  - 2015-2016: 35%
  - 2016-2017: 40%
- f. The member's retirement date will coincide with the end of a school year unless otherwise approved by the Board. The retirement incentive will be paid as a lump sum, no later than August 15 following the retirement date.

## **ARTICLE XV - CONFORMITY TO LAW - SAVING CLAUSE**

### **SECTION 1 - CONFORMITY TO LAW**

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Association.

### **SECTION 2 - SAVING CLAUSE**

In the event that any provisions of this Agreement are or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE XVI - DURATION**

This Agreement and each of its provisions shall be effective from July 1, 2013 and shall continue in full force and effect until June 30, 2017.

Signed:

Signed:

**S I G N A T U R E S      O N      F I L E**

\_\_\_\_\_  
Kara Gordon, President  
Hampstead Education Association

\_\_\_\_\_  
Natalie Gallo, Chair  
Hampstead School Board

## APPENDIX A

### Year 1 2013-14

Step	RN	B	B+15	B+30	M	M+15	M+30	M+45
1	35,459	37,326	39,093	40,861	42,376	44,058	45,742	47,426
2	36,409	38,326	40,093	41,861	43,376	45,058	46,742	48,426
3	37,295	39,258	41,070	42,882	44,434	46,160	47,885	49,610
4	38,100	40,105	41,958	43,810	45,399	47,162	48,927	50,691
5	38,910	40,958	42,851	44,746	46,369	48,173	49,977	51,781
6	39,638	41,724	43,655	45,587	47,244	49,084	50,924	52,764
7	40,592	42,728	44,672	46,607	48,372	50,334	52,296	54,258
8	41,599	43,789	45,745	47,681	49,556	51,640	53,724	55,809
9	42,659	44,904	46,872	48,810	50,794	53,002	55,207	57,414
10	43,770	46,073	48,054	49,995	52,088	54,418	56,744	59,074
11	44,934	47,299	49,292	51,234	53,437	55,890	58,338	60,790
12	<b>46,151</b>	<b>48,580</b>	50,585	52,530	54,842	57,417	59,986	62,561
13			<b>51,932</b>	53,880	56,302	58,999	61,689	64,387
14				55,285	57,816	60,636	63,447	66,268
15				<b>56,746</b>	<b>59,386</b>	<b>62,328</b>	<b>65,261</b>	<b>68,204</b>

### Year 2 2014-15

Step	RN	B	B+15	B+30	M	M+15	M+30	M+45
1	35,991	37,885	39,679	41,473	43,011	44,719	46,428	48,137
2	37,131	39,085	40,879	42,673	44,211	45,919	47,628	49,337
3	38,095	40,100	41,894	43,688	45,226	46,934	48,643	50,352
4	38,994	41,047	42,886	44,725	46,301	48,053	49,803	51,554
5	39,811	41,907	43,787	45,667	47,280	49,069	50,860	52,651
6	40,633	42,772	44,694	46,617	48,265	50,096	51,927	53,757
7	41,373	43,550	45,510	47,471	49,153	51,020	52,888	54,755
8	42,341	44,569	46,542	48,506	50,298	52,289	54,280	56,272
9	43,363	45,645	47,631	49,596	51,499	53,615	55,730	57,846
10	44,438	46,777	48,775	50,743	52,756	54,997	57,235	59,475
11	45,566	47,964	49,975	51,945	54,069	56,434	58,795	61,160
12	<b>46,075</b>	<b>48,500</b>	51,232	53,203	55,439	57,929	60,413	62,902
13			<b>52,544</b>	54,518	56,865	59,478	62,086	64,699
14				55,888	58,346	61,084	63,814	66,552
15				<b>57,315</b>	<b>59,883</b>	<b>62,746</b>	<b>65,599</b>	<b>68,462</b>

### Year 3 2015-16

Step	RN	B	B+15	B+30	M	M+15	M+30	M+45
1	36,621	38,548	40,374	42,199	43,764	45,502	47,241	48,979
2	37,951	39,948	41,774	43,599	45,164	46,902	48,641	50,379
3	39,111	41,169	42,995	44,820	46,385	48,123	49,862	51,600
4	40,092	42,202	44,028	45,853	47,418	49,155	50,894	52,633
5	41,007	43,165	45,036	46,908	48,511	50,293	52,075	53,857
6	41,838	44,040	45,953	47,866	49,507	51,328	53,150	54,973
7	42,674	44,920	46,876	48,833	50,509	52,372	54,235	56,098
8	43,427	45,712	47,707	49,702	51,413	53,313	55,214	57,113
9	44,412	46,749	48,757	50,754	52,578	54,605	56,630	58,657
10	45,452	47,844	49,865	51,864	53,800	55,953	58,105	60,258
11	46,546	48,996	51,029	53,031	55,079	57,359	59,636	61,916
12	<b>47,694</b>	<b>50,204</b>	52,249	54,254	56,415	58,822	61,224	63,630
13			<b>53,528</b>	55,534	57,809	60,343	62,870	65,403
14				56,872	59,260	61,919	64,572	67,231
15				<b>58,266</b>	<b>60,767</b>	<b>63,553</b>	<b>66,331</b>	<b>69,117</b>

**Year 4 2016-17**

<b>Step</b>	<b>RN</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>
<b>1</b>	37,353	39,319	41,181	43,043	44,639	46,412	48,185	49,959
<b>2</b>	38,778	40,819	42,681	44,543	46,139	47,912	49,685	51,459
<b>3</b>	40,135	42,247	44,109	45,971	47,567	49,340	51,113	52,887
<b>4</b>	41,318	43,493	45,355	47,217	48,813	50,585	52,359	54,132
<b>5</b>	42,319	44,546	46,408	48,270	49,866	51,639	53,412	55,186
<b>6</b>	43,252	45,528	47,437	49,346	50,981	52,799	54,617	56,434
<b>7</b>	44,100	46,421	48,372	50,324	51,997	53,855	55,713	57,572
<b>8</b>	44,953	47,319	49,314	51,310	53,020	54,920	56,820	58,720
<b>9</b>	45,720	48,126	50,161	52,196	53,941	55,879	57,818	59,755
<b>10</b>	46,725	49,184	51,232	53,270	55,129	57,197	59,263	61,330
<b>11</b>	47,786	50,301	52,362	54,402	56,376	58,572	60,767	62,963
<b>12</b>	<b>48,902</b>	<b>51,476</b>	53,549	55,591	57,681	60,007	62,329	64,654
<b>13</b>			<b>54,794</b>	56,839	59,044	61,498	63,948	66,403
<b>14</b>				58,145	60,465	63,049	65,627	68,211
<b>15</b>				<b>59,510</b>	<b>61,945</b>	<b>64,657</b>	<b>67,364</b>	<b>70,076</b>

## APPENDIX B

### HAMPSTEAD EDUCATION ASSOCIATION HAMPSTEAD SCHOOL BOARD GRIEVANCE RECORD

(For use at all levels beyond Level 1)

Name of Grievant: \_\_\_\_\_ Building: \_\_\_\_\_

Date of alleged Violation or Misapplication: \_\_\_\_\_

Article, Section, Page # (specific language) of the Agreement Allegedly Violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Discussion Level 1: \_\_\_\_\_ Level 2: \_\_\_\_\_

Description of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nature and extent of the injury involved: \_\_\_\_\_

\_\_\_\_\_

Acceptable solution: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature - Assoc. Rep. Optional

\_\_\_\_\_  
Signature - Grievant

Disposition by: Principal, Board, Superintendent, Association, Other (Circle one.)

Date Answered: \_\_\_\_\_

Principal, Superintendent, Board, Association

Grievance Settled: By: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant: \_\_\_\_\_