

AGREEMENT

between the

MASCENIC REGIONAL SCHOOL BOARD

and the

MASCENIC EDUCATIONAL
SUPPORT STAFF ASSOCIATION -- NEA/NH

July 1, 2009 - June 30, 2010

1. RECOGNITION

- 1.1 The Mascenic Regional School Board (the Board) recognizes the Mascenic Educational Support Staff Association/NEA New Hampshire (Association) as the exclusive representative for all support staff as defined in section 1.2, employed by the Mascenic Regional School system for the purpose of negotiating with the Board with respect to terms of employment pursuant to RSA 273-A.
- 1.2 The term "Support Staff" shall mean and include all instructional teaching assistants, Special Education 1:1 assistants, Special Education assistants and classroom teaching assistants. All other employees are excluded from this bargaining unit.

2. NEGOTIATION PROCEDURE

- 2.1 On or before October 1 of the year preceding the expiration date of this Agreement, either party may notify the other party in writing of its intent to negotiate terms of a successor agreement. Within fourteen (14) calendar days of the receipt of such notice, the parties shall meet to establish ground rules. Either party may present initial proposals at any time up to and including this first meeting.
- 2.2 The parties agree to negotiate according to the procedures set forth in RSA 273-A, and that such negotiations will be in good faith. Each party shall make proposals, counter proposals and exchange data in an effort to reach an accord on all issues raised with respect to terms and conditions of employment.
- 2.3 Either party may, if it desires, utilize the services of outside consultants.
- 2.4 The Negotiating Committees of the Board and the Association shall have the authority to reach a complete Agreement, subject to ratification by the Board and members of the Association covered by this Agreement.
- 2.5 Any agreement reached upon ratification shall be reduced to writing and signed by the Board and the Association.
- 2.6 If any agreement is not reached by December 1 preceding the termination date of any year, either party may declare an impasse pursuant to RSA 273-A:12.
- 2.7 Any agreement reached which requires the expenditure of public funds for implementation shall not be binding on the Board, unless and until the necessary appropriations have been approved by the vote of the District. If such funds are not forthcoming, and the District voters adopt an amount less than the budget proposed by the School Board for the administration of the school and the payment of school bills, the agreements reached by the parties shall be void and the parties shall return to negotiations within fifteen (15) days.
- 2.8 If the parties fail to reach an agreement on any matter or matters, which are subject to negotiations, either party may declare an impasse. The parties will then attempt to mutually select a Mediator of their own choosing. If no agreement is reached with a Mediator, either party may request the Public Employee Labor Relations Board to appoint a Mediator for the purpose of assisting the parties in reconciling their differences and resolving the controversies on terms, which are mutually acceptable.
- 2.9 In the event an impasse still exists, the parties agree to follow the procedures outlined under RSA 273-A:12 as that statute may be amended or replaced from time to time.

- 5.1.3 For a claim to be considered a grievance it must be submitted in writing within twenty (20) calendar days of its occurrence, or from the time the employee or the Association should have known of its occurrence. (See Appendix A for grievance procedure forms).
- 5.1.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level, except at Board level. The Association, however, may demand arbitration in the absence of a timely Board decision. Failure at any level of the procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision at that level, and a waiver of any further appeal.
- 5.1.5 Any grievant shall continue to fulfill their assigned duties, observe applicable rules and regulations, including assignments or directives which may be the subject of the grievance, until the outcome of such grievance has been determined by agreement with the Board or when the teacher's safety is the subject of the grievance.
- 5.1.6 Any time periods set forth below may be extended by agreement of the parties. All references to days shall mean calendar days. If a deadline falls on a Saturday or Sunday, a holiday, or a snow day, then the deadline shall be the next business day. All times will be triggered by the receipt by the other party of the appeal or decision at issue.
- 5.1.7 Right of Representation: A member has the right to have a representative of choice present when processing a grievance. The representative should be an official representative of the Association or if not, the Association has the right to have someone present to represent its interests.

5.2 Informal Grievance Procedure: The parties acknowledge that it is more desirable for a member and the immediately involved supervisor to resolve problems through free and informal communications, before resorting to more formal measures. Accordingly, grievances, which are not satisfactorily settled in an informal way, shall be reduced to writing as provided in 5.1.3 above, and Formal Grievance Procedures set forth below.

5.3 Formal Grievance Procedure:

Step 1: The member shall submit the written grievance to his/her Building Principal on the grievance form attached as Appendix A. The Principal will meet with the grievant within fifteen (15) calendar days of receiving the grievance. A decision by the Principal shall be rendered in writing within fifteen (15) calendar days.

Step 2: If the member or the Association is not satisfied with the Building Principal's decision, he/she may appeal the decision to the Superintendent of Schools within fifteen (15) calendar days after receipt of the Principal's decision. The appeal must be in writing and must specify:

- a. The specific provision of the agreement which is alleged to have been violated.
- b. The injury or loss which is claimed.
- c. The remedies sought.

The Superintendent may not act on the grievance unless a, b, and c above are included in the appeal. If the appeal meets the conditions stated above, the Superintendent will meet with the participants of Step 1 and examine the facts of the

or the person's residence. The limitation to New Hampshire residency shall not apply to bargaining unit members, representatives of the NEA-NH, or employees of the District or SAU #87;

- 6.5 the date of an email sent to the email address last provided by the bargaining unit member or appropriate administrator provided that a copy of the notice is forwarded by regular US mail within twenty-four hours thereafter; or
- 6.6 the date of a facsimile sent to the fax number last provided by the bargaining unit member or appropriate administrator provided that a copy of the notice is forwarded by regular US mail within twenty-four hours thereafter.

Notices to bargaining unit members may be made in hand, or by delivery to the residential address on record with the District. It is the employee's responsibility to keep the Superintendent's office and the Principal's office apprised of any change in the employee's contact information, including postal, street and email addresses, as well as all telephone numbers.

7. EMPLOYMENT

- 7.1 Mascenic Regional School system agrees that it will in no way discriminate against bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, disability, or Association membership.
- 7.2 The superintendent of schools will make all assignments and transfers within the Mascenic Regional School District.
- 7.3 On or before June 15th, the Superintendent shall inform each member whether the District has an expectation of reemploying the member for the following year. The expectation of reemploying the member is not a contract for employment and represents only an estimate of the District's anticipated personnel needs.
- 7.4 New employees hired for positions within the recognition clause of the Agreement shall be on probation for sixty (60) workdays. Probationary employees may be terminated at the will of the District.
- 7.5 Before the beginning of the academic year, each member will receive an individual work agreement. The work agreement will specify the position, the hourly wage, and the employee's normal work schedule (hours per day, and days per week). If the position for which the employee is being assigned is anticipated to terminate before the end of the academic year, the individual agreement shall so state.
- 7.6 The number of paid days in a typical individual work agreement will consist of the number of student school days (e.g., 175 for school year 2009-10), plus three (3) workshop days. Of the three-workshop-days, members will be allowed to use up to ½ day before the start of year to attend staff meetings/orientation. (Individual work agreements may, however, consist of fewer work days, depending on the needs of the District.) In addition, members will be paid for the following Holidays: New Years Day, Memorial Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. Notwithstanding that usual individual work agreement is intended to last the duration of the academic year, because the number of positions within the bargaining unit is subject to unforeseen increases and decreases as the year progresses, the District may terminate or modify an individual work agreement as provided in Articles 9 and 15 of this Agreement. In cases of termination, the employee is entitled to receive his or her hourly pay through the last day actually worked, and additional benefits as provided in Article 9.
- 7.7 Members who are employed as special education aides, personal assistants, 504 aides, or otherwise as part of an Individual Education Plan, shall have one fifteen (15) minute period of

- 7.13.2 When a vacancy opens in the summer months, the President of the Association or his/her designee will be notified by mail.
- 7.14 Complaints or concerns by parents or other members of the community shall not be used in the evaluation or discipline of a bargaining unit member, unless he or she is given full knowledge of the origin and substance of those concerns or complaints and given the opportunity for rebuttal.
- 7.15 If a member of this bargaining unit substitutes for a teacher for either the whole or part of the day, the member shall be paid his or her regular hourly compensation plus five dollars (\$5) total if the member substitutes for 1-4 hours on a given day, and ten dollars (\$10) total if the member substitutes for more than 4 hours on a given day.
- 7.16 Unit members who are employed in the high school or the middle school will be permitted to attend all faculty meetings with pay.

8. VOLUNTARY LEAVES

- 8.1 Members shall be entitled to unpaid leaves as provided in 8.2 below, and subject to the following:
- 8.1.1 All requests for leaves of absence shall be made in writing, shall be granted in writing, and shall not be modified except in writing.
- 8.1.2 Any member on an unpaid leave under this Article 8 has the option of continuing insurance benefits at his/her own expense (paid in advance).
- 8.1.3 All benefits to which a Support Staff member was entitled at the time s/he commenced any leave under this Article 8 shall be restored upon his/her return, provided such benefits remain legally permissible and available under any then applicable collective bargaining agreement.
- 8.1.4 The member may return to the District as an employee at the end of the Leave provided a) the member's position, or other similar position is then available, and the member pursued the purpose for which the Leave was granted.
- 8.1.5 A leave will not cause any loss of experience on the Salary Schedule, but experience shall not accrue during the leave. Upon return, the member will be placed at the same salary track and level of experience, and retain all accumulated sick days, he or she had obtained at the time the leave commenced.
- 8.2 Child Leave: A member parent shall be granted a leave to care for a newborn child (or adopted child), provided that he or she has provided the Administration a written request no less than sixty (60) days prior to the anticipated birth date or adoption when known. The member shall be guaranteed a leave of no less than one (1) full academic year. ~~The written request must include the intended return date, which shall be the first day of a school year or the first day of a marking period.~~
- 8.3 Bereavement Leave: The District shall allow up to four days paid bereavement leave.
- 8.4 Discretionary Leave: Upon written request to the Superintendent, and for good cause, the Board may, at its sole discretion, grant other unpaid leave. The denial of leave under this paragraph shall not be grievable.
- 8.5 Family and Medical Leave Act: Family and medical leave will be granted subject to applicable State and Federal laws and/or precedents which apply to the aforementioned situation. All

- 10.2 Members may accumulate a maximum of thirty (30) unused sick days, to be carried over to the next academic year, and which are to be added to the maximum of eleven (11) days for that new academic year. The days carried over, however, may only be used as sick days.
- 10.3 In order to be eligible to be compensated for a sick day, the employee must call the Principal or designee no less than 60 minutes before the time that the employee is to report to work.
- 10.4 Each member will receive one (1) day personal leave ("personal day") at the end of each of the 1st and 2nd academic quarters, provided such member has worked at least 60% of the days he or she was otherwise scheduled to work during that quarter. Except in cases of an emergency, the employee must submit a written request to the Principal or designee at least two full school days before the requested personal day. The member need not disclose the reason for the personal day. No personal days may be taken adjacent to school holidays or vacations except in emergencies. There is no accumulation of personal days.
- 10.5 For the purposes of calculating the days worked for the accrual of sick or personal days, sick days, approved personal days, and snow days count as days worked.
- 10.6 If a member is absent four (4) or more times during any single four week period, then upon request from the District that person must provide certification from a physician or nurse practitioner confirming the illness of the employee or household family member, or other reliable evidence for the purpose of the absences.
- 10.7 Attendance awards: Any member using two (2) or fewer sick days, or 1 or 0 personal days, shall be granted the following attendance awards:
- 10.7.1 Sick days:
- 0 days = 2 days' pay
 - 1 day = 1 day's pay
 - 2 days = ½ day's pay
- 10.7.2 Personal Days
- 0 days = 1 day's pay
 - 1 day = ½ days' pay
- 10.8 Unit members shall be given a written accounting of their accumulated sick leave at the beginning of each school year.
- 10.9 A member shall not be compensated for accumulated or other sick or personal days upon the permanent or temporary cessation of employment with the District.
- 10.10 Sick Day Bank. That there shall be established, a sick bank to which bargaining unit members may voluntarily contribute one (1) day to fellow members who have exhausted their annual and accumulated sick leave due to extended illness, excluding child rearing leave. Said sick bank to be cooperatively administered by MESSA and the Superintendent of Schools. In order for a member to draw from this sick bank, he/she must make known his/her intent to contribute to the bank by returning the election form to the SAU office within 30 calendar days of receiving the election form.
- 10.10.1 Purpose: The purpose of the sick bank is to provide additional sick days to bargaining unit members who have exhausted earned sick days at a time of serious and

- 10.10.5.3 Administrative Input - The administration may provide the Review Board with information which it may deem appropriate and helpful to their deliberations.
- 10.10.5.4 Review Board Decision - Decisions of the review board will be honored by the administration as well as by members who apply for withdrawal of sick days.

11. STAFF DEVELOPMENT

- 11.1 The District will provide staff development opportunities for bargaining unit member during in-service/workshop days. There will be no cost for such workshops, and members will be paid for actual hours attended to the maximum provided for under Section 7.6 of this Agreement.
- 11.2 Upon written request and District approval, employees will be granted time off to attend conferences or workshops, which are scheduled during the school day.
- 11.3 Each year the District will make available a "pool" of \$3,000 for bargaining unit members to attend workshops, conferences, etc. for subjects which are pertinent to the individual member's position in the District. Each member will have a maximum of \$150 per year available to him or her. Distribution is on a "first-come, first-serve" basis. In addition, the District will reimburse members for any classes, training or other staff development a member is required to incur as a condition of maintaining his or her current employment position within the District, and which classes, training, etc. the District does not provide in house. In order to receive reimbursement, the member must receive prior approval for the class, training, or other staff development activity, and must receive a Grade of B or better, or a "Pass" if there is no letter grade.
- 11.4 ~~Nothing in this section shall prohibit the Administration from granting, or members from requesting, reimbursement for other training, conferences etc., when the Administration determines it is in the best interests of the District that the employee receive the training or attend the course/workshop, etc..~~

12. COMPENSATION

Subject to the terms of this Article 12, members shall be paid in accordance with their years of experience and level of training and/or certification required by the position for which they are employed, as set forth on the wage schedule at Appendix B.

All steps on the Wage Schedule are based upon completed years of experience as of the beginning of the school year: e.g., a bargaining unit member entering his/her 8th year (i.e., has completed 7 years) is placed on step 7; while a member entering the first year (i.e., has 0 years of related experience) is placed upon Step 0.

For 2009-10, however, step increases will equal only 71.43% of the differences between steps otherwise reflected on the Wage Schedule. Accordingly, all bargaining unit members (including new hires) who had 13 or fewer years of experience as of June 30, 2009, will begin the 2009-10 school year one step below the correct step, but will move up to the correct step during the 7th pay period (based on 21 pay periods). The transition from one step to the next will not necessarily coordinate with start/end of a pay period, but will instead correlate with that hour marking the passage of 28.57% of the student school year.

Employees who were on step 13 (i.e., had 13 or more years of experience) during the 2008-09 school year, will receive an increase to their hourly wage of 2% of their 2008-09 hourly wage.

\$1,250 in the 21st year

One-half of each such bonus to be paid in December and one-half to be paid in June.

- 12.8 The District shall make a 403(b) or similar tax deferred program available to bargaining unit members, and shall match 20% of an employee's annual contribution to said account up to a maximum of \$400 per member. The District shall make its contributions payments no later than December 31 of the year in which it receives notice of the employee's own contributions. The District's obligation to make the contribution shall continue even if the employee is no longer employed by the District as of December 31.

13. INSURANCE

- 13.1 The District will make a Flexible Savings Account ("FSA") plan available for reimbursement of health, dental and child care expenses as provided under section 125 of the Internal Revenue Code. The District will be responsible for all third party fees and costs required for administration of the plan, including one user card for each participant. Employees who purchase health insurance through the District will also be entitled to enroll in a premium conversion plan. In addition to hourly compensation as provided under Article 12, above, members will receive an additional \$1,000 per year pro-rated for part-time/partial year employees. This amount will be payable with each pay period in 21 equal installments of \$47.62, and thereafter, payable with each pay period.
- 13.2 The District shall pay one hundred percent (100%) of the single person rate and shall pay seventy-five percent (75%) of the Two Person or Family Rate toward the Annual Premium for Delta Dental Insurance, Plan III coverage's A and B with no deductible and coverage's C and D.
- 13.3 The District shall pay the cost of providing \$30,000 of term life insurance with accidental death and dismemberment to all employees covered by this Agreement.
- 13.4 The District shall pay the cost of providing long term disability insurance for all employees covered under this agreement. Insurance shall provide 66-2/3% of average monthly salary to a maximum of \$3,500.00 per month with a 90 day waiting period. Benefits shall be payable until normal Social Security retirement entitlement age.
- 13.5 Any member employed as of the end of an academic year shall receive insurance benefits through the summer vacation.

14. MISCELLANEOUS PROVISIONS

Those employees who voluntarily terminate their employment after August 1 of the existing contract year, will be considered to have broken that contract and, as such, will be responsible for a sum equal to 1% of the employee's estimated annual salary should s/he have honored said contract. Payment must be made within 30 days of the last day of the employee's employment with the District. Upon written request to the Superintendent and review by the Board, the Board may waive the penalty in the event of hardship or situations deemed in the best interests of the District to do so.

15. HOURS OF WORK

- 15.1 Employees will be notified of their normal work hours by their supervisor. Employees will be given fifteen (15) days notice of any permanent change in the normal hours of work.

The Board shall retain the sole right and authority to operate and direct the affairs of the School District in all its various aspects, subject only to such limitations as are expressly set forth in this Agreement. Among the rights retained, in addition to those enumerated in RSA 273-A:1, IX, are the Board's rights to:

- 18.1 Set standards and service offered to the public;
- 18.2 Direct the working forces;
- 18.3 Plan, direct, control and determine the operations or services to be conducted by the School District or by employees of the School District;
- 18.4 Assign and transfer employees;
- 18.5 Hire, evaluate, promote, or demote employees;
- 18.6 Suspend, discipline or discharge employees;
- 18.7 Relieve employees due to lack of work, funds or other legitimate reasons;
- 18.8 Make and enforce rules and regulations;
- 18.9 Determine days of operation, employees' work schedules and school calendars;
- 18.10 Change methods, equipment or facilities; and
- 18.11 Maintain the efficiency of governmental operations, including the determination of and the right to contract out bargaining unit work as the Board deems in the best interest of the District. The District agrees, however, that it will not contract out bargaining unit work during the term of this Agreement.

19. DURATION

The provisions of this Agreement shall be effective as of July 1, 2009 and continue to remain in full force and effect until June 30, 2010.

20. ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter not specifically referred to, or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The foregoing sentence shall not apply to matters which primarily impact a term and condition of employment and which matters were not the subject of negotiation.

Grievance Report Form

STEP ONE:

Date received by Principal

Grievant: _____

To: _____
Name of Principal

_____ School

2. MUST BE RECEIVED BY PRINCIPAL WITHIN 20 DAYS OF OCCURRENCE

1. Statement of Grievance. Include the general factual circumstance and state how you believe the Collective Bargaining Agreement has been violated; include: Date of occurrence; personnel involved; and the specific Article and Section of the Collective Bargaining Agreement. (Attach additional sheets if necessary).

3. Relief sought:

(Grievant's Signature)

Date

Answer given by Principal (Attach additional sheets if necessary): _____

(Principal's or representative's Signature)

Date

Grievant's response to Principal's answer: _____

(Grievant's or Representative's Signature)

Date

2009 – 2010 WAGE SCHEDULE

2009-2010 W/OUT \$0.92 - For Calculation Purposes Only					
Exp. Step	Aide No Degree	Sped Aide No Degree	Para HQ, Cert or assoc degree	Personal Assistant	CAN/LPN Certified
	A	B	C	D	E
0	\$9.38	\$9.64	\$9.91	\$12.86	\$15.95
1	\$9.64	\$9.91	\$10.18	\$13.07	\$16.07
2	\$9.91	\$10.18	\$10.45	\$13.23	\$16.18
3	\$10.02	\$10.29	\$10.56	\$13.40	\$16.29
4	\$10.18	\$10.45	\$10.72	\$13.45	\$16.40
5	\$10.34	\$10.61	\$10.88	\$13.56	\$16.50
6	\$10.50	\$10.77	\$11.04	\$13.66	\$16.61
7	\$10.66	\$10.93	\$11.20	\$13.77	\$16.72
8	\$10.82	\$11.09	\$11.36	\$13.88	\$16.82
9	\$10.98	\$11.25	\$11.52	\$13.98	\$16.93
10	\$11.25	\$11.52	\$11.79	\$14.10	\$17.04
11	\$11.41	\$11.68	\$11.95	\$14.20	\$17.15
12	\$11.79	\$12.06	\$12.32	\$14.31	\$17.25
13	\$12.06	\$12.32	\$12.59	\$14.41	\$17.36

Excerpt from Article 12 of the Collective Bargaining Agreement:

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For 2009-10, however, step increases will equal only 71.43% of the differences between steps otherwise reflected on the Wage Schedule. Accordingly, all bargaining unit members (including new hires) who had 13 or fewer years of experience as of June 30, 2009, will begin the 2009-10 school year one step below the correct step, but will move up to the correct step during the 7th pay period (based on 21 pay periods). The transition from one step to the next will not necessarily coordinate with start/end of a pay period, but will instead correlate with that hour marking the passage of 28.57% of the student school year.

Employees who were on step 13 (i.e., had 13 or more years of experience) during the 2008-09 school year, will receive an increase to their hourly wage of 2% of their 2008-09 hourly wage.