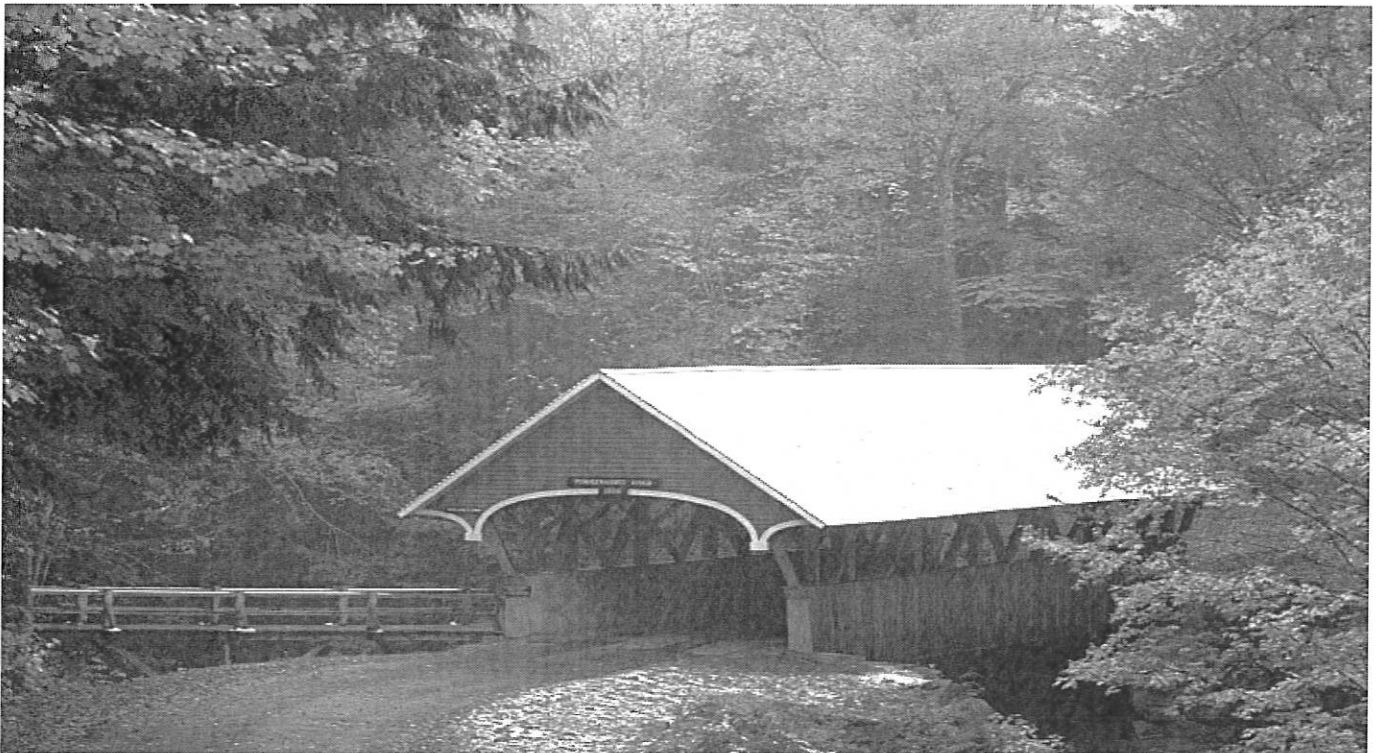


**Collective Bargaining Agreement
between the
Monroe School Board
and the
Monroe Education Support Personnel/NEA-NH**

July 1, 2023 --- June 30, 2026



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Collective Bargaining Agreement between the Monroe School Board and the

Monroe Education Support Personnel/NEA-NH

July 1, 2023 --- June 30, 2026

PREAMBLE

AGREEMENT, made by and between the Monroe School Board, hereinafter called the "Board," and the Monroe Education Support Personnel/NEA-NH, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the parties have negotiated and have reached certain understandings which they desire to confirm in this Agreement;

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I
RECOGNITION**

The Board recognizes the Monroe Education Support Personnel/NEA-NH as the exclusive representative of all paraprofessionals, custodians, kitchen staff, and secretaries, employed by the Monroe School District for the purpose of negotiating with the Board with respect to terms and conditions as defined in the Public Employee Labor Relations Act, RSA 273-A, Definitions, XI:

- 1.1 Full-time support personnel are those who are employed at least thirty-five (35) hours per week on a regular basis. In the case of part-time employees, they shall receive prorated benefits as outlined in the contract. No benefits will apply to newly hired personnel until they have the 1st (first) of the month after their 1st(first) day of work on site. The Board will allow paraprofessionals who work thirty (30) or more hours a week to join the NH Retirement System.
- 1.2 The Board agrees to meet, confer, and negotiate with representatives of the Association concerning such matters.
- 1.3 The Association agrees to represent equally all such employees in the unit designated above without discrimination and without regard to membership in the Association.
- 1.4 This recognition shall not preclude the Board from communicating with, consulting, or dealing with any individual or group of employees for any employment related purpose the School Board shall deem desirable in the discharge of its responsibilities by statute,

policy or regulations, nor shall it preclude any employee from appearing before the Board regarding his/her employment with the Monroe School District.

- 1.5 During the term of this Agreement, the Board agrees not to negotiate with any other employee group or Association other than the designated Unit in regard to any matters subject to negotiations under Article I.

ARTICLE II NEGOTIATIONS PROCEDURE

- 2.1 On or before October 1 of the school year in which the contract expires, either party may provide notice of intent to negotiate a successor agreement. The parties agree to enter into negotiations in a good faith effort to reach agreement concerning terms and conditions of employment as defined in RSA 273-A:1, Definitions, XI:

“Terms and conditions of employment” means wages, hours, and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer, or confided [confined] exclusively to the public employer by statute or regulations adopted pursuant to statute. The phrase “managerial policy within the exclusive prerogative of the public employer” shall be construed to include but shall not be limited to the functions, programs, and technology, the public employer’s organizational structure, and the selection, direction, and number of its personnel, so as to continue public control of governmental functions.”

- 2.2 Any agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached which required the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been approved by the voters of the Monroe School District. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations regarding terms and conditions of employment, in accordance with the provisions of this Agreement.
- 2.3 If the parties fail to reach agreement on any matter or matters which are subject to negotiations, either party may declare an impasse. All resolutions of impasse will be resolved through RSA 273-A.

ARTICLE III JURISDICTION AND AUTHORITY OF SCHOOL BOARD

- 3.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with

applicable laws and regulations to direct and manage all activities of the Monroe School District.

- 3.2 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions, or authorities which, by law, are vested in them and this Agreement shall not be construed so as to limit or impair their respective powers, discretions, or authorities.

ARTICLE IV GRIEVANCE PROCEDURE

- 4.1 A grievance shall mean a complaint by a member of the bargaining unit that there has been a violation or misapplication of the provisions of this Agreement.
- 4.2 The term "day" when used in this Article shall mean school days, except at the end of the school year when they shall be Monday through Friday, excluding holidays.
- 4.3 A grievance to be considered under this procedure must be initiated in writing, by the employee within ten (10) days of its occurrence, or from the time the employee should have known of its occurrence. The following matters are excluded from the grievance procedure:
- A. Any matter for which a specific method of review is prescribed and expressly set forth by law, or by any rule or regulation of the State Commissioner of Education.
 - B. Any matter which, according to law, is beyond the scope of the Board's authority or limited to unilateral action by the Board alone.
- 4.4 Failure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step.
- 4.5 Failure in any step to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision , and will be considered acceptance of the decision rendered.
- 4.6 An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or by counsel of his/her own choosing.
- 4.7 Both parties shall have the right to request a personal meeting with the other to resolve a grievance. Upon request, said meeting shall be arranged.
- 4.8 Step 1: The grievance may be written on the Grievance Form in Appendix B. Any employee who has a grievance shall first discuss it with the Principal in an attempt to resolve the matter at this level. A decision shall be rendered within five (5) days.

- 4.9 Step 2: If the employee is not satisfied with the decision, he/she may formally appeal the decision to the Superintendent within five (5) days after the receipt of the initial decision of the Principal. The appeal shall be in writing and specify:
- A. The nature of the grievance;
 - B. The injury and the loss which is claimed;
 - C. The remedies sought.

The Superintendent shall investigate the matter and communicate the decision in writing to the grievant within five (5) days of the written grievance.

- 4.10 Step 3: If the employee is not satisfied with the decision rendered by the Superintendent, she/he may within five (5) days of receipt of reply appeal his/her grievance to the Board. The Board or a committee thereof shall review the grievance and either party may request a hearing be held with those involved in the grievance prior to the Board making its decision. Such hearing shall be held in nonpublic session and be held no sooner than ten (10) days nor later than twenty (20) days of said request, which time may be extended upon mutual agreement. The Board shall render its decision in writing within ten (10) days of hearing. If no hearing is held, then the Board shall render its decision within fifteen (15) days of said appeal.
- 4.11 Step 4: If the decision of the board does not resolve the grievance, the Association may submit the grievance to Arbitration within twenty (20) days of receiving the Board's decision. The parties will attempt to mutually agree upon an arbitrator within ten (10) days of the submission. If attempts to mutually agree upon an arbitrator are unsuccessful, the matter will be referred to the American Arbitration Association for an arbitrator to be appointed under their rules and regulations. The decision of the arbitrator shall be binding. Each party is responsible for its own costs of preparing for the arbitration. The cost of the arbitrator will be shared equally by both parties.

ARTICLE V

CHILDBEARING LEAVE

- 5.1 Leave shall be available to female employees for the purpose of childbearing. Except in cases of emergency, the employee shall give at least thirty (30) days notice prior to the date on which her leave is to begin. An employee who is pregnant may continue to active employment until as late into her pregnancy as she desires, provided in the judgement of the Superintendent she is able to perform all required functions and if asked, provides written approval of her attending physician.
- 5.2 Prior to going on unpaid Childbearing Leave, an employee, while actively employed, shall be entitled to receive available sick leave for the period of actual disability.

ARTICLE VI CHILDCARE LEAVE

- 6.1 Childcare leave of up to one year, for child rearing or adoption, shall be granted without pay or benefits to employees, upon written request for such leave. Notification of the intent to take such leave shall be made in writing to the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency. Childcare leave notification shall also include the termination date of such leave.
- 6.2 At leave ninety (90) days before the expiration of the childcare leave, the employee must notify the Superintendent in writing if the employee intends to return to work. If the Superintendent does not receive such notice in writing within the ninety (90) day period, the employee shall lose any right or entitlement to a support staff position in the district. An employee planning on returning to the district for the following school year must notify the Superintendent in writing by March 15th of his/her intent to return. A person failing to do so shall lose any right or entitlement to a position in the district. At the conclusion of the leave, with timely notice of return, the employee shall be reinstated to he/her position or to a similar position within the same classification.

ARTICLE VII PERSONAL DAYS

- 7.1 An employee shall be allowed a total of three (3) days (non-accumulative) leave per school year without loss of pay to conduct business that ordinarily cannot be conducted before or after school hours nor on weekends.
- 7.2 Notwithstanding an emergency, employees shall request use of personal leave at least 3 days prior to the day being requested off.
- 7.3 Employees shall be granted use of personal leave as long as there is adequate coverage.

ARTICLE VIII SICK LEAVE

- 8.1 An employee will be allowed up to fifteen (15) days of sick leave per year, accumulative to a maximum total of seventy-five (75) days. Such accumulated sick days will not be redeemable in cash upon termination, separation, or retirement. Administration may request medical documentation for absences of four or more consecutive days of sick leave, or in the event that the number of sick days taken in a year exceeds fifteen (15). Employees will be allowed adequate time to arrange for such documentation.

- 8.2 The fifteen (15) yearly sick leave days may be used for illness in the immediate family. Immediate family under this article is defined as children, spouse, significant other/partner, parents of an employee, parents-in-law, siblings, grandparent, grandchild or a minor (for which the employee is a legal guardian) who live in the employee's household.
- 8.3 A doctor's certificate may be requested by the Superintendent in the event an illness is beyond four (4) consecutive school days.
- 8.4 Sick Leave Bank: A sick leave bank shall be established for bargaining unit members who have exhausted sick leave benefits. The sick leave bank shall be used to cover those days between the time an individual bargaining unit member's sick days expire, and when the member returns to work or has disability benefits commence. Any employee who has received disability payments from disability insurance policy may not receive sick leave bank benefits for personal illness for which disability payments were made within one (1) year of returning to work. After one (1) year that employee's rights to the sick bank resume.

Each bargaining unit member electing to participate shall contribute up to three (3) sick leave days in the form of the hours contained in those days to the bank, which may accumulate to a maximum of seven hundred (700) hours. When the maximum hours are obtained, new bargaining unit members may join the sick leave bank without contributing until it becomes necessary to accumulate again. Bargaining unit members who initially choose not to participate in the sick bank will be allowed to join the bank at the beginning of any school year by donating three (3) days' hours. These additional hours may cause the total accumulation to rise above seven hundred (700) hours.

By October 1st of each year the Association shall submit to the Superintendent the names of bargaining unit members who contribute to, and therefore are eligible to receive sick days from, the sick leave bank. The Association shall also submit to the Superintendent the names of the Association's three member Sick Bank Screening Committee.

The Sick Bank Screening Committee shall receive applications for request of days from the sick leave bank, and shall make all necessary determination for those requests, and for any activity in the sick bank that those determinations shall cause by their implementation. Any activity in the sick leave bank will be submitted to the Superintendent within five (5) days of said activity.

ARTICLE IX BEREAVEMENT LEAVE

- 9.1 An employee will be entitled to five (5) days per occurrence (non-accumulative) for bereavement leave for immediate family. For this article, immediate family is defined as spouse, significant other/partner, parent, child or foster child, step-parent or child, sibling, in-laws, or grandparents. The employee shall notify the Superintendent that she/he is taking the leave under this article. The Superintendent or her/his designee may extend this leave by approving up to three (3) days, at his/her discretion. Approval shall be made on a case by case basis and will not be precedent setting.
- 9.2 For those outside the immediate family, as described above, employees may take up to three (3) personal days or additional time without pay, for bereavement leave.

ARTICLE X HOURS WORKED BEYOND CONTRACT/COMPENSATORY TIME

- 10.1 When asked to work more than their contracted hours, an employee may choose either to be paid during the then-current pay period for those hours, or to receive compensatory time in their place on a one-to-one basis. This includes participation on school committees as outlined in Article XIII-13.5.
- A. Prior approval of the Principal/Supervisor shall be required. Compensatory time not used within the pay period it was earned, must be used within the quarter that it was earned. Use of compensatory time off shall be made by mutual agreement with the employee and Principal/Supervisor.
 - B. Upon mutual agreement with their Supervisor, an employee may flex her/his time within the pay period so long as the employee does not incur overtime. The amount of the time allowable to flex is not to exceed four (4) hours.
 - C. Any hours worked beyond forty (40) per week would be considered overtime, and would be paid at the rate of 1.5 to 1, either in salary or compensatory time.
 - D. Any employee who is called in for unscheduled work outside normal work hours shall be paid a minimum of two (2) hours for the call-in.
 - E. Any employee who works from home to arrange substitutes for other school employees shall be compensated for the time worked with a one hour minimum. (Article XIII-13.6)

ARTICLE XI JURY DUTY

- 11.1 An employee called for jury duty shall be excused from work as found necessary by the court. However, he/she must inform the Superintendent as soon as notice from the court is received, and shall verify the dates of the actual jury duty. If an employee is either released by the court before his/her hours of employment are over or is able to report to work before court duty is required, the employee is required to report to work. If an employee reports for Federal jury duty in concord, the employee will not be expect to return to work that day. Compensation for each day of jury duty will be at the employee's regular rate; the employee shall reimburse the District the amount received by the court for jury duty pay. An employee must provide a letter from the court documenting days served and the amount of remuneration provided by court.

ARTICLE XII INSURANCE

- 12.1 The Monroe School Board shall provide 80% of (single/two person/family) membership in a Health Trust AB10 RX 10/20/45 plan. Benefits for part-time employees will be prorated.

The Monroe School Board shall provide 100% of (single/two person/family) membership in a Health Trust ABSOS/20/401KDED, RX 10/20/45 plan. Benefits for part-time employees will be prorated.

- 12.2 The Monroe School District shall provide a \$35,000 term life insurance policy for each employee. This is subject to underwriting limitations and guidelines.
- 12.3 Eligible employees not taking health insurance shall be entitled to a one thousand two hundred fifty dollar (\$1,250) payment. The employee must provide documentation of alternative coverage without an insurance subsidy (e.g., under The Patient protection and Affordable Care Act (at the open enrollment. Payment will be received in two payments, one at the end of January and the second in the final pay period of the fiscal year.
- 12.4 The Monroe School Board shall allow for the purchase of Delta Dental Insurance, single person only, two-person or family plan, Delta Dental PPO Preferred-Plan by it's collective bargaining unit members. This plan shall be self-funded by the collective bargaining unit member.

- 12.5 If the Cadillac Tax or any other significant changes go into effect during the lifetime of this collective bargaining agreement, either party reserves the right to reopen this health insurance article.

ARTICLE XIII WAGES

- 13.1 Wages for employees covered by this Agreement shall be in accordance with Appendix A.

Appendix A will be determined by the following:

Year 1 – 4% increase to base pay for admin or exec secretary, paraprofessional and para with bachelor columns. Custodian and Director of Food Service columns start at FY23 year 8 step. Move people in those positions to steps closest to what a 4% raise would give them. All other employees receive a step.

Year 2 – 4% increase to base pay and all employees receive a step.

Year 3 – 3% increase to base pay and all employees receive a step.

Changes to the Salary Scale

Eliminate Admin or Assistant Bookkeeper column

Eliminate Para HS column

Eliminate Para Cert 1 column

Eliminate Speech Language Assistant column

Eliminate any reference to Nurses in Salary Schedule and CBA language

Paraprofessionals who are assigned to a student who requires toileting assistance or is in need of medical services such as feeding tubes, and catheters shall receive an additional \$2.00 per hour stipend.

All employees completing a degree during the academic year or summer will be placed on the next (appropriate) track for the following (next) school year (September), provided that notification is submitted the previous December 1st of the appropriate year.

- 13.2 New hires to the district may be given credit for relevant experience from prior employment, but in no case will a newly hired employee be placed at a step higher than a current employee with equal experience.
- 13.3 School year and extended school year employees shall have the following two options for payroll:
- Option 1 Payroll based on time worked during a payroll period.
 - Option 2 Payroll based on calculated work year wages divided by equal bi-weekly payments; with no pay held longer than allowed by law for time worked.

Hours worked beyond the usual scheduled number of hours shall be paid for in the payroll period in which they are worked, unless the employee with prior supervisor permission, wants to take the time as compensatory time. Year-Round employees shall be paid for hours worked during the current payroll period.

- 13.4 The Monroe School District agrees to abide by the Fair Labor Standards Act with regard to the treatment of all members of the bargaining unit.
- 13.5 Support personnel required to participate on school committees outside of regularly scheduled work hours will be paid for all hours worked relating to the committee. Any participation must be approved by the Superintendent.
- 13.6 Support personnel who work from home to arrange substitutes for other school employees shall be compensated for the time worked with a one hour minimum.
- 13.7 Employees who are required to substitute or provide coverage for a teacher shall receive an additional \$50.00 for the day, and if substituting or providing coverage for less than three hours they shall be paid \$25.00 for the day.

ARTICLE XIV EVALUATION

- 14.1 Each employee shall be evaluated on an annual basis. The Superintendent will provide employees with job descriptions when contracts are offered in the spring.
- 14.2 The evaluation forms and procedures in use at the beginning of the year will remain in effect throughout the school year. If there is an interest in changing the forms or procedures, a committee that includes administrators and association members shall be established to discuss and make those changes. The committee will make the recommended changes to the School Board and the Association for final approval. The forms will include an effective date and updated with revision dates.

A formal observation of academic support personnel will be scheduled at a mutually agreeable time. All formal observations and evaluation reports will be conducted by the Principal or the employee's immediate supervisor.

- 14.3 Support personnel will be given a copy of the evaluation report within ten (10) days after the formal observation. All employees will have a conference with the Principal within ten (10) days after receiving the written report.
- 14.4 The employee and the Principal shall sign the official school copy of the evaluation report when completed, indicating that the report has been seen by the employee and

discussed with the Principal, and the employee has received a copy of the same. Such signature by the employee shall not be construed to indicate whether the employee is in agreement or disagreement with the contents of the evaluation report. No employee will be required to sign a blank or incomplete evaluation form.

- 14.5 The employee shall have the right to submit a written answer to such evaluation within fifteen (15) calendar days, and his/her answer shall be signed and dated by both the employee and the Principal, and become attached to a part of the file copy.

In the event the fifteen (15) calendar days runs into a scheduled holiday or vacation days, a request for an extension shall not be unreasonably denied.

- 14.6 If an unsatisfactory evaluation is given to an employee, it shall include an assessment of the skills to be improved, defined objectives for improvement, and methods and means for improvement. The employee shall be reevaluated within thirty (30) days after the above has been completed. This does not preclude further evaluation by the administration.

- 14.7 An employee will have the opportunity to review all material derogatory to conduct, service, character or personality that is placed in his/her personnel file. The employee will acknowledge that he/she had the opportunity to review the material by affixing his/her signature to the material being filed. Such signature will not indicate agreement with the contents of the material. The employee will also have the right to submit a written rebuttal to such material, which will also be placed in the personnel file.

An employee will have the right at any time to review the contents of his/her personnel file upon request and receive a copy of any documents contained therein. The employee will be entitled to have a representative of the Association accompany her/him during the review.

Employee personnel files will not be open to public inspection, and only those persons having official right and reason for doing so may inspect an employee's file.

The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents but will not establish separate confidential files.

All complaints from parents and community members will be resolved according to current applicable School Board policy.

If an employee is to be disciplined or reprimanded by the administration, he/she will be entitled to have a representative of the Association present.

ARTICLE XV REDUCTION IN FORCE

- 15.1 The number of employees will be reduced at the sole discretion of the Board in situations where changes in program, enrollment or budget require it. In so far as it is possible, the reduction shall be accomplished through voluntary attrition. When this is not possible, the reduction will be based on seniority within the job categories for which the employee is qualified.
- 15.2 For the purposes of this Article, seniority will begin to accrue as of the date beginning an employee's most recent period of continuous employment in the school district, and will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence (including a RIF procedure leave), but time away during such unpaid leave will not be counted in computing seniority. This will also apply to Earned Benefits such as accumulated Sick Leave, computation of Vacation days due, and position on the seniority List used for RIF purposes. These earned benefits will not continue to accrue during the unpaid leave, but will be reinstated upon the employee's return to employment.
- 15.3 A seniority list that indicates the date each bargaining unit member signed his or her original Personnel Contract (for that employee's most recent period of continuous employment) will be updated and posted annually in the building, and this list will be used to determine seniority for the purposes of this Article, with the contract signing date being used in the need of a tie-breaker for situations where equal years of continuous employment occur.
- 15.4 An employee who is laid off shall be recalled for openings for which she/he is qualified. Employees shall be recalled in order of seniority, with most senior employee being recalled first. These rights shall remain in place for two (2) years after the date of being notified of the layoff. The employee shall be responsible for providing the Monroe School District with an up to date address to which recall notices will be sent by registered mail. Support Personnel who turn down an employment offer of a similar nature to the position that he or she was laid off from with equal or greater hours will lose all rights to recall.

ARTICLE XVI DUES DEDUCTION

- 16.1 It is agreed by and between the Monroe School District and the Monroe Employees Support Personnel that upon receipt of written authorization thereof, signed by the employee, the Board shall deduct an amount to provide payment of dues for membership and assessments of NEA/NH and the MESP/NEA-NH from the regular payroll check of such employee, beginning no later than the second pay period of the start of the school year. In the event an employee is hired after the second pay

period of the start of the school year, dues shall be deducted no later than two pay periods after their start date. The amount so deducted pursuant to such authorization of the employee shall be promptly remitted directly to NEA/NH

ARTICLE XVII FAIR TREATMENT

- 17.1 No employee employed for more than one hundred twenty (120) days will fail to have his/her contract renewed, be suspended or dismissed, or be disciplined without just cause and with reason(s) stated in writing.

ARTICLE XVIII GENERAL PROVISIONS

- 18.1 Copies of this Agreement between the Monroe School District and the Monroe Employee Support Personnel NEA/NH shall be reproduced within twenty (20) days after this Agreement is signed and will be presented to all employees now or hereafter employed. The expenses incurred will be shared as follows: The Association agrees to provide the necessary manpower to type, reproduce, and assemble said Agreement and the Board agrees to provide all needed materials and equipment. Further, five (5) copies of the Agreement will be furnished to the Association for its use.

ARTICLE XIX SAVINGS CLAUSE

- 19.1 If any article or part of this Agreement is held to be invalid by operation of law, by a court of competent jurisdiction to include the Public Employee Labor Relations Board, or if compliance with or enforcement of any article or part should be restrained by said authority, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XX ASSOCIATION RIGHTS

- 20.1 The Board agrees that all employees shall have full freedom of association and self-organization as stated under RSA273-A.
- 20.2 The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings. The Association shall have the right to use school facilities and equipment including computers, copying machines, and other equipment when such equipment is not otherwise in use.

- 20.3 The Association shall have the right to post notices in the staff workroom, in mail boxes, and in e-mail to members for the purpose of communicating with them. One bulletin board will be designated as the Association's board for its use in communicating with members.
- 20.4 Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times as long as it does not interfere with normal school operations.
- 20.5 The Monroe Education Support Personnel shall have one day of leave per year to be used by the Association President or designee to attend the annual Delegates Association Meeting.

ARTICLE XXI VACATION AND HOLIDAYS

- 21.1 School Year employees shall have the following paid holidays: Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.
- 21.2 Extended School Year employees shall have the following paid holidays: Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Independence Day (July 4).
- 21.3 Year Round employees shall have the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Independence Day, plus six (6) additional days to be taken when school is not in session.
- 21.4 Year Round employees will receive paid vacations according to the following schedule:

Years of Service	Days per Month
0-5	1
6-10	1.25
11-15	1.5
16-20	1.75
20+	2

Paid vacation leave may be accumulated up to a maximum of thirty (30) days. Vacation scheduling shall be approved by the Superintendent. Paid vacation leave will be prorated for part-time employees. Vacation Days will only be used as accumulated and will not be used in advance. Accumulated vacation days will be paid upon separation or retirement but will not be paid upon termination for Just Cause.

ARTICLE XXII INCLEMENT WEATHER

- 22.1 In the event of inclement weather or an emergency that causes the school to delay opening or to call an unscheduled early release, all employees shall receive their regular rate of pay for their regularly scheduled hours on said day. When delayed openings become cancelled days, prior to employees arriving for work, the day will be treated as a snow day and made up later, thus no pay for the day until actually worked.
- 22.2 Under this Article, employees who are required to report to work by the Principal or Superintendent at their regularly scheduled hours due to the duties of their jobs (i.e. unable to delay their arrival), shall be paid time and one half for those hours.

ARTICLE XXIII RETIREMENT INCENTIVE

- 23.1 An employee who has, (1) completed a minimum of twenty (20) years of continuous employment, (2) has reached the age of fifty-five (55) by her/his retirement from the Monroe School District, and (3) has notified the District Administrator in writing by the December 1st prior to his/her retirement of her/his intention to retire will receive a one-time retirement stipend of \$2,000.00.

An employee who is subjected to a reduction in force and recalled, shall not be considered as having a break in service. The time away due to a reduction in force shall not be counted in the calculation when determining years of service.

ARTICLE XXIV TERMS OF EMPLOYMENT

- 24.1 School Year employees shall work a total of one hundred eighty (180) student days, plus three (3) to eight (8) in-service days, for a total of one hundred eighty-three (183) to one hundred eighty-eight (188) days each year plus holidays. Extended School Year employees shall work a total of two hundred and twenty (220) days each year plus holidays.
- 24.2 The Board shall offer a contract annually (Appendix C) no later than April 15, provided that a Collective Bargaining Agreement has been reached and the residents of Monroe have approved such agreement. The Board shall file a written notice of intent no later than April 15 to School Year employees whose contracts will not be renewed for the following school year. (Such written notice will include the specific reason/s for non-renewal.)

- 24.3 One-on-one paraprofessionals will be paid their normal rate of pay and given work to do if their students are absent from school, in order to fulfill the school year contracted days.
- 24.4 Paraprofessionals shall not be required to devise lesson plans, assign grades to students, evaluate student performance, or engage in non-supervised instruction of students.

ARTICLE XXV PROFESSIONAL DEVELOPMENT

- 25.1 A fund of \$3,000 shall be established to support professional development opportunities for members of the bargaining unit. This fund shall cover tuition and fees for workshops and college course reimbursement that are related to the employee's work assignment. This fund will be distributed on a first come first serve basis. Each staff member will be allowed up to three (3) days of in-school time for professional development.

ARTICLE XXVI MILEAGE REIMBURSEMENT

- 26.1 Use of an employee's personal vehicle for pre-approved work related travel shall be reimbursed at the current IRS rate for mileage reimbursement.

ARTICLE XXVII VACANCIES


- 27.1 All opening and newly created positions within the Monroe ESP bargaining unit will be provided to the President of the Monroe ESP, posted on the main bulletin board, and emailed to all current bargaining unit members one (1) day prior to being advertised publicly. All current bargaining unit members who apply for an open position will be given consideration and if equally qualified will be given the position over an outside candidate.

ARTICLE XXVIII UNPAID LEAVE


- 28.1 An employee who exhausts all paid leave may request leave without pay, for a maximum of two (2) days, non-accumulative. Unpaid leave shall be docked during the pay period in which it occurs. Request and approval of unpaid leave up to the maximum of two (2) days, will not be considered a breach of contract.

This agreement is made and entered into on this 3rd day of April,
2023 by and between the Monroe School Board and the Monroe Support Staff
Association

For the Monroe School Board


Kathi Ward

For the Monroe Support Staff Association


Judy Martin

Date 4-3-23

Date 4-3-23

Appendix A

Wage Scale

Monroe ESP
Salary Schedule 2023 - 2024

		Admin or Exec Secretary	Custodian	Director of Food Service	Paraprof essional	para with bachelor
	STEP					
Index Down 2.5%	1	\$ 15.36	\$ 14.45	\$ 15.00	\$ 14.64	\$ 14.94
	2	\$ 15.74	\$ 14.81	\$ 15.38	\$ 15.01	\$ 15.32
	3	\$ 16.14	\$ 15.18	\$ 15.76	\$ 15.38	\$ 15.70
ADD TO BASE 4.0%	4	\$ 16.54	\$ 15.56	\$ 16.15	\$ 15.77	\$ 16.09
	5	\$ 16.96	\$ 15.95	\$ 16.56	\$ 16.16	\$ 16.50
	6	\$ 17.38	\$ 16.35	\$ 16.97	\$ 16.57	\$ 16.91
	7	\$ 17.81	\$ 16.76	\$ 17.40	\$ 16.98	\$ 17.33
	8	\$ 18.26	\$ 17.18	\$ 17.83	\$ 17.41	\$ 17.76
	9	\$ 18.72	\$ 17.61	\$ 18.28	\$ 17.84	\$ 18.21
	10	\$ 19.18	\$ 18.05	\$ 18.73	\$ 18.29	\$ 18.66
	11	\$ 19.66	\$ 18.50	\$ 19.20	\$ 18.74	\$ 19.13
	12	\$ 20.15	\$ 18.96	\$ 19.68	\$ 19.21	\$ 19.61
	13	\$ 20.66	\$ 19.43	\$ 20.17	\$ 19.69	\$ 20.10
	14	\$ 21.18	\$ 19.92	\$ 20.68	\$ 20.19	\$ 20.60
	15	\$ 21.70	\$ 20.42	\$ 21.19	\$ 20.69	\$ 21.12
	16	\$ 22.25	\$ 20.93	\$ 21.72	\$ 21.21	\$ 21.64
	17	\$ 22.80	\$ 21.45	\$ 22.27	\$ 21.74	\$ 22.19
	18	\$ 23.37	\$ 21.99	\$ 22.82	\$ 22.28	\$ 22.74
	19	\$ 23.96	\$ 22.54	\$ 23.39	\$ 22.84	\$ 23.31
	20	\$ 24.56	\$ 23.10	\$ 23.98	\$ 23.41	\$ 23.89
	21	\$ 25.17	\$ 23.68	\$ 24.58	\$ 23.99	\$ 24.49
	22	\$ 25.80	\$ 24.27	\$ 25.19	\$ 24.59	\$ 25.10
	23	\$ 26.44	\$ 24.88	\$ 25.82	\$ 25.21	\$ 25.73
	24	\$ 27.11	\$ 25.50	\$ 26.47	\$ 25.84	\$ 26.37
	25	\$ 27.78	\$ 26.14	\$ 27.13	\$ 26.49	\$ 27.03

Monroe ESP						
Salary Schedule 2024 - 2025						
index	STEP	Admin or Exec Secretary	Custodian	Director of Food Service	Paraprof essional	para with bachelor
2.5%	1	\$ 15.98	\$ 15.03	\$ 15.60	\$ 15.23	\$ 15.54
	2	\$ 16.37	\$ 15.40	\$ 15.99	\$ 15.61	\$ 15.93
ADD TO BASE	3	\$ 16.78	\$ 15.79	\$ 16.39	\$ 16.00	\$ 16.33
4.0%	4	\$ 17.20	\$ 16.18	\$ 16.80	\$ 16.40	\$ 16.74
	5	\$ 17.63	\$ 16.59	\$ 17.22	\$ 16.81	\$ 17.16
	6	\$ 18.07	\$ 17.00	\$ 17.65	\$ 17.23	\$ 17.59
	7	\$ 18.53	\$ 17.43	\$ 18.09	\$ 17.66	\$ 18.02
	8	\$ 18.99	\$ 17.86	\$ 18.54	\$ 18.10	\$ 18.48
	9	\$ 19.46	\$ 18.31	\$ 19.01	\$ 18.55	\$ 18.94
	10	\$ 19.95	\$ 18.77	\$ 19.48	\$ 19.02	\$ 19.41
	11	\$ 20.45	\$ 19.24	\$ 19.97	\$ 19.49	\$ 19.90
	12	\$ 20.96	\$ 19.72	\$ 20.47	\$ 19.98	\$ 20.39
	13	\$ 21.48	\$ 20.21	\$ 20.98	\$ 20.48	\$ 20.90
	14	\$ 22.02	\$ 20.72	\$ 21.50	\$ 20.99	\$ 21.43
	15	\$ 22.57	\$ 21.23	\$ 22.04	\$ 21.52	\$ 21.96
	16	\$ 23.14	\$ 21.77	\$ 22.59	\$ 22.06	\$ 22.51
	17	\$ 23.72	\$ 22.31	\$ 23.16	\$ 22.61	\$ 23.07
	18	\$ 24.31	\$ 22.87	\$ 23.74	\$ 23.17	\$ 23.65
	19	\$ 24.92	\$ 23.44	\$ 24.33	\$ 23.75	\$ 24.24
	20	\$ 25.54	\$ 24.02	\$ 24.94	\$ 24.35	\$ 24.85
	21	\$ 26.18	\$ 24.63	\$ 25.56	\$ 24.95	\$ 25.47
	22	\$ 26.83	\$ 25.24	\$ 26.20	\$ 25.58	\$ 26.11
	23	\$ 27.50	\$ 25.87	\$ 26.86	\$ 26.22	\$ 26.76
	24	\$ 28.19	\$ 26.52	\$ 27.53	\$ 26.87	\$ 27.43
	25	\$ 28.89	\$ 27.18	\$ 28.22	\$ 27.54	\$ 28.11

Monroe ESP
Salary Schedule 2025 - 2026

		Admin or Exec Secretary	Custodian	Director of Food Service	Paraprof essional	para with bachelor
	STEP					
	1	\$ 16.45	\$ 15.48	\$ 16.07	\$ 15.69	\$ 16.01
	2	\$ 16.87	\$ 15.87	\$ 16.47	\$ 16.08	\$ 16.41
index	3	\$ 17.29	\$ 16.26	\$ 16.88	\$ 16.48	\$ 16.82
2.50%	4	\$ 17.72	\$ 16.67	\$ 17.30	\$ 16.89	\$ 17.24
	5	\$ 18.16	\$ 17.09	\$ 17.74	\$ 17.31	\$ 17.67
ADD TO BASE	6	\$ 18.62	\$ 17.51	\$ 18.18	\$ 17.75	\$ 18.11
3.0%	7	\$ 19.08	\$ 17.95	\$ 18.63	\$ 18.19	\$ 18.57
	8	\$ 19.56	\$ 18.40	\$ 19.10	\$ 18.65	\$ 19.03
	9	\$ 20.05	\$ 18.86	\$ 19.58	\$ 19.11	\$ 19.51
	10	\$ 20.55	\$ 19.33	\$ 20.07	\$ 19.59	\$ 19.99
	11	\$ 21.06	\$ 19.81	\$ 20.57	\$ 20.08	\$ 20.49
	12	\$ 21.59	\$ 20.31	\$ 21.08	\$ 20.58	\$ 21.01
	13	\$ 22.13	\$ 20.82	\$ 21.61	\$ 21.10	\$ 21.53
	14	\$ 22.68	\$ 21.34	\$ 22.15	\$ 21.62	\$ 22.07
	15	\$ 23.25	\$ 21.87	\$ 22.70	\$ 22.16	\$ 22.62
	16	\$ 23.83	\$ 22.42	\$ 23.27	\$ 22.72	\$ 23.19
	17	\$ 24.43	\$ 22.98	\$ 23.85	\$ 23.29	\$ 23.77
	18	\$ 25.04	\$ 23.55	\$ 24.45	\$ 23.87	\$ 24.36
	19	\$ 25.66	\$ 24.14	\$ 25.06	\$ 24.46	\$ 24.97
	20	\$ 26.30	\$ 24.75	\$ 25.69	\$ 25.08	\$ 25.59
	21	\$ 26.96	\$ 25.36	\$ 26.33	\$ 25.70	\$ 26.23
	22	\$ 27.64	\$ 26.00	\$ 26.99	\$ 26.35	\$ 26.89
	23	\$ 28.33	\$ 26.65	\$ 27.66	\$ 27.00	\$ 27.56
	24	\$ 29.04	\$ 27.31	\$ 28.35	\$ 27.68	\$ 28.25
	25	\$ 29.76	\$ 28.00	\$ 29.06	\$ 28.37	\$ 28.96

Appendix B

Grievance Report

Monroe Education Support Personnel

GRIEVANCE REPORT

Grievance No. _____

Name of Grievant _____ Date filed _____

Position _____ Supervisor _____

Date of alleged violation or misapplication _____

Article(s) of agreement allegedly violated _____

Statement of Grievance _____

Nature and extent of injury or loss involved _____

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

Remedy sought _____

Signature of MESP Representative

Signature of Grievant

Disposition by: Principal Superintendent

Date answered _____

Answer _____

Signature

Appendix C

Support Personnel Contracts

**School Administrative Unit #77
Monroe Consolidated School
P.O. Box 130, Monroe, NH 03771**

xx -xx Support Personnel Contract

Pursuant to the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEA-NH, July 1, 2023- June 30, 2026, this agreement is made between XXXXXXXX hereinafter the Employee, and the Monroe School District, hereinafter the District, WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. Position Title: XXXXXXXXXXXXXXXXXXXX
2. Immediate Supervisor: XXXXXXXXXXXXXXXXXXXX
3. Terms of Employment:

Step	0
Hourly Wage	\$00.00
Work Day	0 Hours
Work Year	0 Days (0 hrs)
Sick Leave	0 Days (0 hrs)
Personal Leave	0 Days (0 hrs)
Paid Holidays	0 Days (0 hrs)
Vacation Days	None
Bereavement Leave	0 Days (0 hrs)
Jury Duty	As Needed
Course reimbursement	See Bargaining Agreement

4. This contract becomes effective July 1, 20--, and terminates June 30, 20--. The Employee and the district recognize that employment is contingent upon the position being funded by the District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

Chairperson, Monroe School Board

Date

Employee

Date

**School Administrative Unit #77
Monroe Consolidated School
P.O. Box 130, Monroe, NH 03771**

xx-xx Support Personnel Contract

Pursuant to the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEA-NH, July 1, 2023 - June 30, 2026, this agreement is made between XXXXXXXX hereinafter the Employee, and the Monroe School District, hereinafter the District, WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. Position Title: XXXXXXXXXXXXXXXXXXXX
2. Immediate Supervisor: XXXXXXXXXXXXXXXXXXXX
3. Terms of Employment:

Step	0
Hourly Wage	\$00.00
Work Day	0 Hours
Work Year	0 Days (0 hrs)
Sick Leave	0 Days (0 hrs)
Personal Leave	0 Days (0 hrs)
Paid Holidays	0 Days (0 hrs)
Vacation Days	None
Bereavement Leave	0 Days (0 hrs)
Jury Duty	As Needed
Course reimbursement	See Bargaining Agreement

4. This contract becomes effective July 1, 20--, and terminates June 30, 20--. The Employee and the district recognize that employment is contingent upon the position being funded by the District. Should the position cease to be funded by the District, the paraprofessional's continued employment will be handled in accordance with Article XV, Reduction in Force, in the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEANH.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

Chairperson, Monroe School Board

Date

Employee

Date

**School Administrative Unit #77
Monroe Consolidated School
P.O. Box 130, Monroe, NH 03771**

xx -xx Support Personnel Contract

Pursuant to the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEA-NH, July 1, 2023- June 30, 2026, this agreement is made between XXXXXXXX hereinafter the Employee, and the Monroe School District, hereinafter the District, WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. Position Title: XXXXXXXXXXXXXXXXXXXX
2. Immediate Supervisor: XXXXXXXXXXXXXXXXXXXX
3. Terms of Employment:

Step	0
Hourly Wage	\$00.00
Work Day	0 Hours
Work Year	0 Days (0 hrs)
Sick Leave	0 Days (0 hrs)
Personal Leave	0 Days (0 hrs)
Paid Holidays	0 Days (0 hrs)
Vacation Days	None
Bereavement Leave	0 Days (0 hrs)
Jury Duty	As Needed
Course reimbursement	See Bargaining Agreement

4. This contract becomes effective July 1, 20--, and terminates June 30, 20--. The Employee and the district recognize that employment is contingent upon the position being funded by the District. Should the position cease to be funded by the District, the paraprofessional's continued employment will be handled in accordance with Article XV, Reduction in Force, in the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEANH.
5. An assignment for a student-specific paraprofessional position will only be filled while the student is a Monroe Consolidated School responsibility. Should the student leave the District, or should the student's individual instructional plan requirements change and no longer require the paraprofessional's specific assignment, the paraprofessional's continued employment will be handled in accordance with Article XV Reduction in Force in the Collective Bargaining Agreement between the Monroe School Board and the Monroe Education Support Personnel/NEANH.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

Chairperson, Monroe School Board

Date

Employee

Date