

AGREEMENT

between

THE NEWFIELDS PARAPROFESSIONAL ASSOCIATION

and

THE NEWFIELDS SCHOOL BOARD

2015-2019

## PREAMBLE

The Newfields School Board (hereinafter "the School Board") and the Newfields Paraprofessional Association (hereinafter "the Association") hereby enter into the following Agreement.

## ARTICLE 1 – RECOGNITION

1.1 The School Board recognizes the Association as the exclusive bargaining representative of those Newfields School District employees holding positions for which the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Association as the exclusive bargaining representative.

1.2 In Decision No. 2005-079, the PELRB included all paraprofessional employees (Library Assistant(s), Special Education Assistant(s), Technology Integration Specialist(s), 504 Aide(s), Instructional Assistant(s).

1.3 As used in this Agreement, "employee" means a person holding a position in this bargaining unit.

## ARTICLE 2 – NEGOTIATION PROCEDURES

2.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.

2.2 The Association will notify the School Board of its intent to negotiate no later than August 1 of the year before the expiration of this Agreement.

## ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The School Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District, to non-renew employees, and to suspend, demote, discharge, withhold wage increases, or take any other disciplinary action against the employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise

might be performed by bargaining unit employees; and (i) to take actions as may be necessary to carry out the mission of the District in emergencies.

3.2 The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.

3.3 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

#### ARTICLE 4 — ASSOCIATION RIGHTS

4.1 The Association may post notices addressed to employees on bulletin boards in teachers' rooms in each school. No Association notice shall be posted on or around the School District's property except on such bulletin board, and no notice shall be posted until it has been signed by the appropriate Association representative.

4.2 The Association may be granted the use of employee mailboxes for communications.

4.3 The Association may, in accordance with Board policy, be granted the privilege of using specific items of school office equipment at times when such equipment is not otherwise in use, provided that all paper and supplies to be used are supplied by the Association, and further provided that the Association accepts the financial responsibility for any damage or maintenance charge which is incurred by such use.

4.4 When public information is available and is requested by the Association from the School District office, this information shall be provided within a reasonable time.

#### ARTICLE 5 — GRIEVANCE PROCEDURE

5.1 A grievance is defined as a claim by an employee in this bargaining unit that he/she has been harmed by violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone; (5) a complaint concerning evaluation of an

employee's performance; (6) any matter listed in Article 3; and (7) any matter which this Agreement states shall not be subject to the grievance process.

5.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within thirty (30) calendar days of its occurrence.

A. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.

B. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

5.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her building principal.

5.4 Formal Procedure:

A. Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the principal. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The principal may communicate his/her decision to the employee in writing within five (5) calendar days of receipt of the written grievance.

B. Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the superintendent within five (5) calendar days after receipt of the principal's decision or, if none, no later than five (5) calendar days after the deadline for the principal's written decision. The appeal to the superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The superintendent may communicate his/her decision in writing to the employee within twenty (20) calendar days after receipt of the appeal to the superintendent.

C. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Association within five (5) calendar days of receipt of the superintendent's decision or, if none, within five (5) calendar days after the deadline for the superintendent's written decision. The grievant may request and shall be granted a review by the School Board. Such request must be made within five (5) days after receipt of the Superintendent's decision and shall be submitted in writing through the Superintendent. The Board shall review the alleged grievance and shall hold a hearing within thirty (30) school days. A decision in writing shall be rendered within ten (10) days citing the reasons therefore, and forward copies of the decision to the grievant, to the administrators involved at the previous steps of the grievance procedure and to the Association.

D. Step 4: Arbitration: If the decision of the Board does not resolve the grievance to the satisfaction of the grievant or if no decision is rendered within ten (10) days of the hearing, and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, the Association shall in writing so advise the Board, through the Superintendent within ten (10) days of receipt of the Board's decision.

5.5 The following procedure shall be used to secure the services of an arbitrator.

A. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) calendar days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Association and the superintendent rosters of persons qualified to function as an arbitrator.

B. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

C. The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Association.

5.6 The arbitrator's decision shall be binding on both parties. The arbitrator shall issue his recommendations for settlement of the grievance to the District and the Association within thirty (30) calendar days after close of the arbitrator's hearing.

5.7 The time periods specified in this procedure may be extended by mutual written agreement of the parties.

5.8 An Association representative may be present with the grievant at all formal steps of the grievance process if requested by the grievant.

## ARTICLE 6 – DISCIPLINARY PROCEDURES

6.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.

6.2 Non-renewal, ending employment pursuant to Section 7.1, expiration of an assignment and reduction-in-force shall not constitute discipline and shall not be subject to the grievance procedure.

6.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.

## ARTICLE 7 – PROBATIONARY PERIOD AND CONTINUATION OF BENEFITS

### 7.1 Probationary Period:

7.1.1 All newly hired employees are subject to a minimum probationary period of sixty (60) calendar days. The probationary period begins with the employee's first wage earning day on the job. Prior to the last week of the probationary period, a designated supervisor will evaluate the employee's performance and make one of the following recommendations to the Superintendent of Schools or his/her designee:

1. That the employee be moved to a non--probationary status.
2. That the employee continue to work for up to an additional thirty (30) calendar day probationary period followed by an updated evaluation.
3. That the employee's service be discontinued.

Nothing in 7.1.1 is intended to prohibit the school district from terminating an employee prior to the end of the probationary period.

7.1.2 During the probationary period, the employee does not receive any benefits under this Agreement. .

7.2 Continuation of Benefits: Benefits provided by the School District stop when the employment relationship terminates, or when an employee is no longer active on the payroll.

7.3 Carrying Forward Benefits: When moving from a position in this bargaining unit to another position in the School District (e.g., teacher or administrator), accrued benefits will not be carried forward.

## ARTICLE 8 – LETTER OF AGREEMENT

8.1 The School District shall provide by July 1 of each year, for continuing employees only, a letter of agreement to reemploy, including the expected position, expected rate of pay, expected regularly scheduled hours per day and expected regularly scheduled days per year. Such letter of agreement will specify that the employment is at-will, and that the employee or the School District may end the employment at any time with or without reasons. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.

8.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by July 15. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

8.3 Once an employee returns a letter of agreement by July 15, should a change in the expected terms of employment be contemplated by the District, the employee shall be consulted prior to any change being made.

## ARTICLE 9 – WORK DAYS AND WORK HOURS

9.1 Each employee's expected regularly scheduled work days and work hours will be set forth in that employee's letter of agreement.

9.2 The School District may require an employee to work more hours and more days than are set forth in that employee's letter of agreement. When the School District requires an employee to work extra hours and/or extra days, the employee shall be paid at the straight-time rate of pay for hours actually worked up to 40 in a week, and shall be paid at the rate of time and one-half for hours actually worked in excess of 40 in a week.

9.3 Employees who work 5 or more consecutive hours shall receive a paid lunch period of thirty (30) minutes. The lunch period shall be duty free and uninterrupted, except in emergencies.

9.4, When an unplanned delayed opening of school or an unplanned early release from school occurs (e.g. due to weather conditions), employees shall be paid for the hours lost as a result of the unplanned delayed opening or unplanned early release.

## ARTICLE 10 – COMPENSATION

10.1 Payroll:

10.1.1 Paychecks are issued on a bi-weekly basis. Paychecks will be issued on the same day of the week throughout the school year, except that the School District may issue paychecks early (e.g., if payday falls on a holiday).

10.1.2 Payroll checks shall include a stub which contains the following items for the payroll period covered by the check: hours worked, current straight time hourly rate of pay, date, gross wages year-to-date, net pay, and itemized deductions.

10.2. Overtime: Overtime will be paid at a rate of time and one half for all hours actually worked in excess of forty (40) hours per week. Departmental supervisors must approve, in advance, all overtime hours. Personal and bereavement hours do not count toward overtime calculations.

10.3 Wages: Hourly wage rates for employees covered by this agreement will be adjusted according to the following schedule:

<u>2015-2016</u>	<u>2.0% increase</u>
<u>2016-2017</u>	<u>2.0% increase</u>
<u>2017-2018</u>	<u>2.0% increase</u>
<u>2018-2019</u>	<u>2.0% increase</u>

10.4 Personal Days: Employees are eligible for three non accruable personal days per year. Days requested prior to, or following a holiday or school vacation must be approved in advance by the building principal.

## ARTICLE 11 – EVALUATIONS

11.1 A designated supervisor will evaluate an employee a minimum of once per year. The evaluation will be shared with the employee, and then will become part of the employee's personnel file.

## ARTICLE 12 – DUES AND DEDUCTIONS

12.1 Upon individual written authorization by an employee who is a member of the Association, the District agrees to deduct from the pay of such employee the current Association dues, as certified to the District by the Treasurer of the Association. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. The District shall forward the amount so collected to the Association at least once per month. However, the District shall not deduct dues from the wages of any employee who notifies the District in writing that he/she is withdrawing a previous authorization for such deductions.

12.2 Should there be a dispute between an employee and the Association over the matter of deductions, the Association agrees to defend, indemnify and hold harmless the District in any such dispute.

## ARTICLE 13 – REDUCTION IN FORCE

13.1 The District shall have the authority to determine the number and qualifications of employees in each job classification..

13.2 In the event the District determines that it is necessary to conduct a layoff/reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements within each job classification in a good faith effort to avoid potentially unnecessary layoffs.

13.3 If further reduction in force is necessary within a job classification, the administration shall choose employees for layoff within that job classification based upon seniority, assessment of the employee's ability, qualifications, experience and performance.

13.4 Definition:

13.4.1 "Job Classification" are Library Assistants, Technology Integration Specialists, and Instructional Assistants.

## ARTICLE 14 - TRANSFERS

14.1 When the decision to make an involuntary transfer of job assignment has been made by the Superintendent or his/her designee, the employee affected will be notified in writing



immediately. Upon request, an employee designated for involuntary transfer shall be entitled to a meeting with the Superintendent or designee to discuss the reasons for the involuntary transfer. The transfer decision is not grievable.

#### ARTICLE 15 – MISCELLANEOUS

15.1 Personnel File: An employee shall have the right to review the contents of his/her personnel file to make copies of any documents contained therein, within a reasonable time after the employee's request to do so. The Superintendent or his/her designee shall be present during the inspection of the file.

15.2 Mileage Reimbursement: Employees using their own vehicles at the School District's request shall be reimbursed for their mileage at the Internal Revenue Service rate.

15.3 Jury Duty: An employee called to serve as a juror will be paid the difference between the fee he/she receives for such service and the employee's regular pay computed at the straight time rate up to a maximum of ten (10) work days. On any day that an employee is released from jury duty prior to the end of that employee's regular School District work day, the employee shall report to the School District for work.

15.4 Unpaid Leave: Unpaid leave may be granted at the sole discretion of the superintendent or his/her designee. The superintendent's or designee's decision shall not be subject to the provisions of the grievance procedure.

15.5 First Aid Kit: The School District shall provide an accessible first aid kit.

15.6 Bereavement Days:

15.6.1 Employees who work at least 150 days per year are permitted to take up to three (3) paid days per occurrence for deaths in the immediate family. The "immediate family" means the employee's spouse, children, step-children, parents, step-parents, parents-in-law, grandparents, siblings, step-siblings, son-in-law, and daughter-in-law.

15.6.2 Bereavement leave may not be accumulated and carried over year-to-year. Unused bereavement days are not compensable.

15.7 Holidays:

15.7.1 Employees who work at least 150 days per year shall receive the following paid holidays:  
Thanksgiving Day  
Christmas Day  
New Year's Day

15.8 If an employee is out sick for four (4) consecutive unpaid work days, the District shall pay for up to ten (10) consecutive days beginning on the fifth day that the employee continues to be sick. A maximum of ten (10) days per school year will be paid in this manner with no option to carry days over from year to year. A physician's note will be required to confirm illness.

15.9 Longevity: Following 10 years of service with the Newfields School District, a longevity payment of \$50 for each year of service will be paid on a December payroll run beginning with year 11. Longevity for the School Secretary position is addressed separately in the addendum.

#### ARTICLE 16- SEPARABILITY


16.1 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in force and effect.

#### ARTICLE 17 - DURATION


17.1 This Agreement shall be in full force and effect from July 1, 2015 through June 30, 2019

In witness whereof, the parties have caused this Agreement to be signed by their duly authorized representatives this 18<sup>th</sup> day of March, 2015.

Newfields Paraprofessional Association

  
\_\_\_\_\_  
Chairperson - Negotiator

Newfields School Board

  
\_\_\_\_\_  
Chairperson - School Board

# The Newfields Staff Association and The Newfields Paraprofessional Association

and

## The Newfields School Board

### Memorandum of Agreement

#### **A. General**

This agreement is made and entered into by and between the Newfields Staff Association and the Newfields Paraprofessional Association (Associations) and the Newfields School Board (School Board) dated January 3, 2011.

Whereas the Association and the School Board agree as follows: The School Secretary position will be transferred from the Newfields Staff Association contract to the Newfields Paraprofessional Association contract. The School Secretary position will be recognized as a position within the Newfields Paraprofessional Association effective July 1, 2011. The school secretary position will retain all terms and conditions of employment (including salary and benefits) as specified in the Newfields School District and the Newfields Staff Association contract dated September 1, 2010 to August 31, 2011 as noted herein. In addition to the terms and conditions of employment specified within this Memorandum of Agreement all other terms and conditions of employment contained in the collective bargaining agreement between the Newfields Paraprofessional Association and the Newfields School Board dated 2009-2012 shall apply to the school secretary position.

The terms and conditions of employment (including salary and benefits) as specified in this Memorandum of Agreement will be incorporated into the Newfields Paraprofessional Association contract when it is renegotiated in 2011/12.

#### **B. Contingency**

This agreement is subject to acceptance of the two (2) modification petitions filed jointly by the Associations and the School Board with the State of New Hampshire Public Employee Labor Relations Board (PERLB). If PERLB fails to accept the modifications, the school secretary position reverts back to the Newfields Staff Association contract and this Memorandum of Agreement shall be of no further force and effect and shall be a nullity.

## RECOGNITION

The Newfields School Board recognizes the Newfields Paraprofessional Association as the exclusive bargaining agent for:

School Secretary

## DISCIPLINARY PROCEDURES

The School Secretary shall not be reprimanded without just cause.

## WORK YEAR AND DAY

The Secretary work year shall consist of fifty-two (52) weeks. The secretary shall receive four weeks paid vacation per year.

The Secretary work day shall be eight (8) hours in length.

The Secretary shall receive as paid holidays the following days which fall within the school year :

New Year's Day	Veteran's Day
Washington's Birthday	Day before Thanksgiving
Memorial Day	Thanksgiving Day
Fourth of July	Friday following Thanksgiving
Labor Day	Christmas Day

And when applicable	
Columbus Day	Martin Luther King Day

## SHORT TERM LEAVE

### (A) Sick Leave

The Secretary shall be eligible for fifteen (15) days per year for personal illness or illness in the immediate family, cumulative to ninety (90) days.

### (B) Jury Duty/Witness Service

Upon application to the Superintendent leave will be granted to the Secretary who is called to jury duty/witness service. Application will be made in advance with supporting documentation.

The Secretary serving on jury/witness service will be paid the difference between his/her duty pay and his/her per diem rate. This will be done upon presentation of appropriate documentation.

(C) Bereavement Leave

Bereavement leave will be granted for up to five (5) days for a spouse, a child or a parent. Bereavement leave will be granted for up to three (3) days for siblings, in-laws, aunt/uncle or grandparent. Extensions may be granted by application to the Superintendent. Bereavement days will not be charged against accumulated leave.

(D) Professional Leave

Up to three (3) days may be granted for the purpose of attending educational meetings, conferences or other educational events upon approval of the Superintendent or Assistant Superintendent.

(E) Personal Days

The Secretary shall be entitled up to three (3) days with pay for personal business or emergencies. Such days shall not be cumulative and reasonable notice shall be given when possible.

## EMPLOYEE COMPENSATION

(A) Health Insurance

It is agreed that the Newfields School District will pay 80% of the yearly premium for health insurance, provider to be determined by the Association and the Board, individual, two person or family coverage as applicable. Upon retirement from the School District an employee may maintain coverage as part of the "insurance group" at no cost to the School District. This provision is dependent upon the agreement of the insurer.

(B) Dental Coverage

The School District will furnish to its full-time employees 100% payment of a single membership under Delta Dental Insurance covering 100% A, 80% B and 70% C. Staff members may opt to increase this coverage at their own expense to include additional services or family members.

(C) Life Insurance

The School District will furnish its full-time employees 100% payment of term life insurance in the amount equal to their annual income.

(D) Long Term Disability

The School District will furnish its full-time employees 100% payment of long term disability insurance to begin on the ninety-first (91) day of disability an amount equal to sixty-six and two-thirds ( $66 \frac{2}{3}$ ) of the annual salary of the employee at the date of disability. Said insurance will run until the age of seventy (70) and shall be coordinated with Social Security benefits. Should, due to special or unforeseen events, disability coverage be terminated by the provider before the employee reaches seventy (70), the

Board and Association will meet to negotiate an equitable settlement for the employee.

(E) Mileage Reimbursement

All employees using privately owned vehicles who are required to travel during the course of a given day as part of their professional assignments will be reimbursed at the current rate set by the U.S. General Services Administration. No teacher will be required to transport students.

- (F) Secretarial salary will be:     \$23.70 per hr. for the school year 2015-2016  
  \$24.17 per hr. for the school year 2016-2017  
  \$24.65 per hr. for the school year 2017-2018  
  \$25.14 per hr. for the school year 2018-2019

- (G) Longevity of \$50 per year will be paid for each year of service after 16 years. Any prior longevity payments embedded in the hourly rate remain. Payment will be made in December.

**Agreed**

School Board

By:  \_\_\_\_\_

Date: 3/18/2015

Associations:

By:  \_\_\_\_\_

Date: March 18, 2015