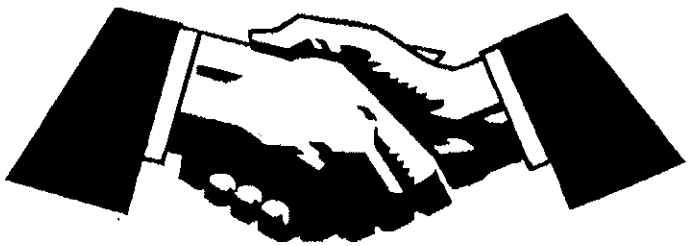
AGREEMENT BETWEEN:

THE NEWPORT SUPPORT STAFF
NSS / NEA /NH

AND

THE NEWPORT SCHOOL BOARD



EFFECTIVE
JULY 1, 2013 – JUNE 30, 2014

NEWPORT SUPPORT STAFF AGREEMENT

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ARTICLE ONE
RECOGNITION

The Newport School Board recognizes the Newport Support Staff NSS/NEA/NH for purposes of collective negotiations according to RSA 273-A as the exclusive representative for the support staff of the Newport School District, certified by the New Hampshire Public Employee Labor Relations Board. The units of the Support Staff shall include Library Para-Educators, Special Education Para-Educators, Instructional Para-Educators, and Secretaries/Administrative Assistants.

DEFINITIONS

The following list of terms will be used frequently in this agreement and when they are used, they will refer to the definitions described below unless otherwise stipulated.

1. The term "District" means the Newport School District.

2. The term "school" means any work location.

3. The term "employee" means a person included in the bargaining unit.

4. The terms "Board" or "employer" mean the Newport School Board or any of its agents.

5. The term "Association" means the Newport Support Staff NSS/NEA/NH.

6. Whenever the singular is used in this agreement, it is to include the plural.

ARTICLE TWO
ASSOCIATION RIGHTS

1. The Board agrees that all employees shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board for reasons of membership in the Association or participation in any of its activities or the exercise of his/her individual rights under RSA 273-A.

2. The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings in accordance with established school policy.

3. 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.

4. With advance notice, the Association and its representatives shall have the right to use school facilities and equipment, including computers and photocopying equipment at reasonable times, when such equipment is not otherwise in use. All costs so incurred will be borne by the Association.

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

6. The Association representatives shall be granted one (1) day leave each school year for conducting Association business. Such leave shall be without loss of pay. The President of the Association shall inform the Superintendent, no less than twenty-four (24) hours in advance, of the date of the leave and who will be taking it.

7. Designated representatives of the Association shall be allowed to receive telephone calls and other communications concerning association business at any time during school hours as long as they do not interfere with normal school operation.

ARTICLE THREE
MANAGEMENT CLAUSE

1. The Association agrees that, except as specifically abridged or limited by the provisions of this agreement or any agreement that may hereafter be made, all of the rights powers, and authority of the Board and its agents to manage, direct or supervise all of the operations of the Newport School District and all its employees in all its phases and details shall be retained by the Board and its agents.

2. The parties agree that the powers, discretions, and authority, which by law are vested in the Board and Superintendent, will not be unlawfully delegated.

ARTICLE FOUR
NEGOTIATION PROCEDURE

1. Negotiations procedure will be consistent with NH RSA 273-A. All collective bargaining shall be conducted between the School Board and/or its representative (s) and the Association or its representative (s). On or before the September 15 prior to the expiration of this Agreement, the Association will submit to the Board written notice of its intent to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment. Actual negotiations will begin on or before October 1 of that year.

2. The Board will furnish to the Association, upon request, names, addresses, telephone numbers, salary schedule placement, and fact sheet of all support staff.

3. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

4. The rights granted to members of the bargaining unit hereunder shall be deemed to be in addition to those provided elsewhere. This agreement shall not be applied or interpreted to deprive employees of advantages heretofore enjoyed unless otherwise provided in this Agreement.

5. Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of the agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen (14) days of the signing (by the President of the NSS). The Board shall be responsible, within thirty (30) days of the signing, for publication and distribution of the agreements to all bargaining unit members without cost.

ARTICLE FIVE
GRIEVANCE PROCEDURE

1. Definition – A "grievance" is any claim by a person, group of persons, or the Association alleging there has been a violation, misinterpretation, or misapplication of any provision of the Agreement. All time limits specified in the Article Five shall mean school days, except under section 5.12.

2. Purpose – The parties acknowledge that it is more desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Grievances, which are not satisfactorily settled in an informal way, shall be reduced to writing (see Appendix A) and referred to the following formal grievance procedure. A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days of its occurrence.

3. Formal Procedure – The grievance shall state the specific alleged violation, misinterpretation, or misapplication with proper reference to the affected provision of the Agreement and the relief sought.

4. Any employee covered by this Agreement shall have the right to be represented at any stage of the grievance procedure.

5. Level A – Within five (5) school days of receipt of a formal grievance, the building principal shall meet with the aggrieved support staff member and any other pertinent personnel. Within five (5) school days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, the grievance may be referred to Level B within five (5) school days of the meeting.

6. Level B – Within ten (10) school days of a grievance being referred to this level, the superintendent and/or his/her designee will meet with the participants of Level A and examine the facts of the grievance. The superintendent and/or his/her designee shall give his/her answer in writing within the five (5) school days of any such meeting. If the grievance is not settled at this level, the grievance may be referred to Level C within five (5) school days of the meeting.

7. Level C – Within fifteen (15) school days of a grievance being referred to this level, the School Board will meet with all the participants necessary to obtain and examine the facts of the grievance. A decision in writing with reasons for such decision will be rendered by the School Board within fifteen (15) school days after said meeting.

8. Level D – If the grievance remains unsettled, the grievant has fifteen (15) school days to notify the superintendent if he/she is referring the matter to the Association requesting arbitration. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under its rules and procedures. The arbitrator shall use his/her best efforts to arbitrate the grievance, but s/he shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding. The parties agree to share equally in the compensation and expenses of the arbitrator.

9. The arbitrator shall not award damages in excess of a make whole remedy.

10. Time periods specified in this procedure may be extended by mutual agreement and in writing.

11. Grievance (s) of a general nature, or involving the superintendent, may be submitted by the Association to Level B. The principal will be notified of this action.

12. In the event a grievance if filed on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as practicable.

13. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall allow the aggrieved person (s) to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

14. The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting of appealing any personal grievance (s).

ARTICLE SIX
REDUCTION IN FORCE

1. In the event the Newport School Board deems it necessary to decrease the number of bargaining unit member or eliminate any position, the administration will review all paraprofessional staff and determine the reduction of said staff based upon the following:
   - Seniority
   - Qualifications/training related to the remaining jobs
   - Transfer to another position can be completed with a minimum of training
   - Direct supervisory input

   If all areas other than seniority are equal, seniority shall be the determining factor.

   Seniority is defined as the total amount of time continuously employed by this school district.

   Bargaining unit members who have special skills that are not common among other bargaining unit members may be passed over in a lay off situation. Sign language skills would be an example of one of these skills.

   Layoff units shall be defined as:
   1) Para Educator and 2) Secretary/Administrative Assistant.

   Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his/her seniority for 12 months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the department head within three (3) business days after receiving notice of recall of his/her intention to return to work. The district shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the District with his/her latest mailing address. In any event, the employee must return to work within two (2) weeks of the date specified.

   The parties agree that the Association will maintain and keep records on seniority, qualifications/training related to the remaining jobs and the ability for an employee to transfer to another position can be completed with a minimum of training and the recall roster. The Association will initially obtain this information from the Superintendent, verify it, share the changes with the Superintendent who will double check the information. Once this has been done the Association will update and maintain the information in the future.

ARTICLE SEVEN
VACANCIES

1. A "vacancy" shall mean a newly created position within the bargaining unit or an existing position within the bargaining unit which is not filled and which the District intends to fill.

2. Notice of vacancies within the Newport School District will be posted in each of the schools. A copy of all vacancy notices shall be sent to the Association President.

3. Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned and the deadline for submitting an application. For vacancies, which occur while school is in session, the period between postings of position and closing of applications, shall be no less than four (4) school days. For vacancies which occur during or within four (4) days prior to the start of any school vacation or summer break, the vacancy shall be posted for a minimum of seven (7) calendar days.

4. When a vacancy arises in any support staff position, the employee with the most seniority in that particular classification of the support staff will be given priority in the filling of said vacancy, provided that the senior employee applicant has qualifications for that particular position that are equal or superior to those of other applicants. Final decisions will be made by the administration that retains the exclusive right to determine qualifications and to make final personnel decisions accordingly.

5. At the time of hire, a new employee in this bargaining unit shall be given a copy of this collective bargaining agreement by the Human Resource Dept. at SAU 43 upon signed employment agreement. The Association President (or designee) may request a copy of wage placement data up to four times per school year. This shall include hourly rate of pay, hours per day, number of days in the contract year, employment start date, and years of relevant experience and education Additional wage placement data shall be provided on request.

6. On or before May 30th of each year, the employer will notify employees of the intent to employ for the following school year.
(RSA 189:h - by the end of the school year)

ARTICLE EIGHT
DUE PROCESS

1. In the event that a deficiency could result in termination of employment, the Board and/or designee shall notify the employee in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction.

2. No employee shall be discharged, suspended, warned, adversely evaluated, reduced in rank or compensation, deprived of any employment advantage, or non-renewed without just cause. All information forming the basis for such disciplinary action will be made available to the employee. Discipline shall be progressive and corrective. Not withstanding the foregoing, the Board reserves the right to terminate immediately any employee for criminal, fraudulent, dishonest, or other serious misconduct. This provision shall not apply to the non-renewal of employees who have been employed for less than two years.

3. A staff member shall at all times be entitled to have present a representative of the Association when he/she is being warned or disciplined for any in fraction of rules or deficiency in performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. The representation will be available prior to the next school day. If the Board or its agent determines that said infraction or deficiency endangers the welfare of student or community, it reserves the right to suspend the employee until such representation is available.

ARTICLE NINE
EVALUATION

1. The job descriptions and the evaluation model and process adopted by the Newport School Board in consultation with the Association shall be in effect during the life of this contract.

ARTICLE TEN
INSURANCE BENEFITS AND PROVISIONS

1. Full-time employees (contracted for 35 hours or more per week) shall be eligible for health insurance coverage. For such employees, the District shall pay 90% of the premium for single, two person or family coverage.

   The parties agree to go to the Matthew Thornton Blue HMO Plan Option 7 from LGC effective July 1, 2011.

   The parties agree to create a Health Reimbursement Account (HRA) for each bargaining unit member who is eligible for health care. The School Board shall provide up to 100% of a single ($500), 2 person ($1000), and family ($1500) reimbursements through the HRA in each year of the agreement. A Third party administrator shall be used to facilitate reimbursement for plan deductions and/or prescription drug co-pays.

2. The District shall provide Delta Dental insurance to all support staff bargaining unit members who are eligible for single coverage benefits (contracted for 35 hours or more per week) at an 85% district, 15% employee premium contribution level. Employees wishing to purchase two person or family coverage will be responsible for the additional premium.

3. Members who are not employed full-time have the option to purchase insurance at the cost of 100%.

4. Should the District decide to change health insurance coverage for employees covered by this contract, the district may do so only with the approval of the majority of those employees represented by this contract who receive health insurance benefits.

5. All members of the bargaining unit shall be covered by long term disability insurance. This plan covers employees who work at least 30 hours per week. If at any time the minimum number of hours is decreased in the disability insurance contract, then the minimum number of hours will also be reduced for members of the bargaining unit. Benefits shall commence after an employee has been disabled for 90 calendar days and shall continue until age 65 or until the employee is able to return to work.

ARTICLE ELEVEN
DEDUCTIONS

1. The District agrees to deduct from the wages of its support staff, dues for membership in the Newport Support Staff NSS/NEA/NH, the New Hampshire Education Association, and the National Education Association as said members voluntarily authorize the Board to deduct and to transmit the monies to the Newport NSS/NEA/NH within five (5) days of the last paycheck each month. Employees who elect to have dues deducted may authorize these deductions by completing the appropriate form and the District shall place the form on file.

2. Pursuant to such authorization, the employer shall deduct equal amounts for each pay period.

3. In the event an employee does not authorize deductions in accordance with the above, the employer shall deduct and forward to the Association a service fee equal to the pro rata share of the cost of collective bargaining, contract administration and grievance adjustment.

4. Upon appropriate written authorization from the employee, said authorization to continue in effect from year to year unless revoked in writing, the District shall deduct from the wages of any such employee and make appropriate remittance for such plans as annuities, credit union, charitable donation, or any other like plans or programs.

5. It shall be the responsibility of the Association to notify the employer which employees are not members in good standing of the Association prior to September 25 of each year.

6. If the employer is prohibited by order of a court or agency having jurisdiction from making the deductions under the above, the employer shall have no obligation to terminate the employment of any employee who does not authorize deductions. If the right of the employer to make deductions under the above is challenged before any court or agency having jurisdiction, the Association agrees to defend such action, at its own expense and through its own counsel, and the Association shall indemnify and save harmless the employer from any expenses and liabilities incurred as a direct consequence of the employer's compliance with the above, provided:

a. The employer immediately notifies the Association in writing of any such challenge, and permits the Association to intervene as a part if it so desires; and

b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at all hearing levels; and

c. Excluded from this section is any claim which arises from the willful misconduct or the imperfect execution of the employer's responsibility in complying with paragraph three of this Article.

ARTICLE TWELVE
HOURS and OVERTIME

1. The hours and overtime provisions for the employees covered by this agreement shall be governed by the provisions of the Fair Labor Standard Act. Employees will be paid for all time worked including extra hours relating to field trips and other assigned duties that extend beyond scheduled work hours. It is understood that when an emergency arises that requires an employee to extend the workday to provide supervision to students this time will be reported to the principal and added to the timesheet. All other additional hours shall be approved in advance by the principal.

2. No employee shall suffer a loss of pay due to a delayed start or early release that occurs due to inclement weather or other emergencies.

3. A calendar showing all scheduled workdays for bargaining unit members shall be provided prior to the end of the school year for the following school year.

4. Paraprofessionals who work with Medicaid students shall have at least one hour of time scheduled each week within their normal working hours to meet with the case manager of the student and to complete Medicaid record keeping.

ARTICLE THIRTEEN
LEAVE

1. All employees will receive the following:

2. Ten months employees are entitled to ten (10) leave days of which eight (8) may be used only for personal illness or illness of a member of his/her immediate family. Two of these days may be used for any reason ("personal days").

3. Leave days may accumulate to sixty (60) provided that an employee may take no more than two personal days per year. Any employee who has accumulated more than sixty (60) days by June 30, 2001, pursuant to the provisions of a previous Agreement, is entitled to the number of days so accumulated. However, the number of cumulative days is capped at this number for the duration of his/her uninterrupted employment with the District.

4. An employee who takes no leave days during the school year shall receive a $100.00 stipend at the end of the year.

5. Twelve month employees are entitled to fifteen (15) leave days under the same conditions described in the preceding paragraphs, except that they may use thirteen (13) days only for personal illness or illness of a member of his/her immediate family.

6. All ten month Administrative Assistants employed by the District on September 1, 2003, shall receive leave days to the same extent as 12 month employees for the duration of their uninterrupted employment with/by the District.

7. Accumulated leave days shall not be paid when employment in a bargaining unit position ends for any reason.

ARTICLE FOURTEEN
VACATION –TWELVE (12) MONTH EMPLOYMENT

1. Twelve month employees will be entitled to vacation periods as follows:

   a. After one (1) full fiscal contract year, ten days

   b. After five (5) consecutive contract years, fifteen days

   c. After nine (9) consecutive contract years, twenty days

   d. Vacation schedules must be approved by the Administration

2. Ten month Administrative Assistants employed by the District on June 30, 2003 are entitled to the number of vacation days they received for the 2003-2004 school year for the duration of their uninterrupted employment by the District.

ARTICLE FIFTEEN
HOLIDAYS

1. All employees are entitled to the following holidays:
   Labor Day
   Veteran's Day
   Thanksgiving Day
   Day after Thanksgiving
   Christmas Eve
   Christmas Day
   New Year's Day
   Martin Luther King Day
   Memorial Day

2. Twelve month employees are also entitled to the Fourth of July.

ARTICLE SIXTEEN
EMPLOYEE RIGHTS

1. Pursuant to the New Hampshire Public Employment Labor Relations Law, the employer hereby agrees that every eligible employee of the District shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Law or other Laws of New Hampshire or the Constitutions of New Hampshire and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the employer; or his/her institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

2. The employer agrees that it will not discriminate against or between employees because of age, sex, race, color, marital status, physical or mental disability, religious creed national origin, or sexual orientation in any way including the adoption and implementation of policy.

ARTICLE SEVENTEEN
WAGES

1. The District will pay the hourly wage of employees who attend professional development/training workshops offered by the District to the extent that attendance at such workshops would exceed the normal workday of the employee, provided that the employee has received prior approval from his/her building principal.

2. Bargaining unit members who cover for classroom teachers shall be paid $4.00 per hour over their current hourly rate of pay.

3. Bargaining unit members who are asked to participate in school related court proceedings shall be paid at their regular hourly rate for all approved and documented time required by the District in preparing for and participating in court proceedings.

4. A member of the bargaining unit called for jury duty or subpoenaed as a witness will receive their regular hourly rate from the District for each day of service, but must submit the payment made by the State to the District, exclusive of any mileage reimbursement.

5. Longevity Stipend– Bargaining unit members who have completed at least fifteen (15) years of continuous service in the District will be paid an annual longevity stipend of $500 in the second payroll of the following November.

6. All members of the bargaining unit who are Para -educators, must be highly qualified either by NCLB requirements or as designated by the State of New Hampshire.

7. All newly hired Para-educators shall be placed on step one of the wage scale and will move to step 2 after their second year of employment. All other para-educators shall move one step per year. The bus monitor will not be required to become highly qualified and will move on the schedule one step per year after initial placement.

8. Criteria for determining credible years of prior service for Secretaries / Administrative Assistants employed after June 30, 2006:
    a. Related experience as a Secretary / Administrative Assistant shall be granted for each full year of prior experience.
    b. Para-educators experience in the Newport School District shall be granted to Secretaries / Administrative Assistants at .75 years for each year of prior experience.

9. No new hires shall be placed on a step higher than current employees with equal experience.

10. School year bargaining unit members shall be given the option of 22 or 26 equal pay checks. This will be calculated by dividing the scheduled number of hours per year into 22 or 26 parts. Any adjustments due to more or fewer hours than scheduled being worked shall be made in the payroll period in which the fluctuation occurs.

ARTICLE EIGHTEEN
FAMILY AND MEDICAL LEAVE ACT

1. Employees are covered by the Family and Medical Leave Act (FMLA). An employee who anticipates taking unpaid leave for the birth and first-year care of his/her newborn, adopted or foster child, the care of a spouse, child, or parent with a serious health condition, or the employee's own serious health condition, should contact the Superintendent or his/her designee regarding the employee's rights under the FMLA.

2. In any event, an employee should give thirty (30) days notice to the Superintendent or his/her designee of the employee's intention to take unpaid FMLA leave. In the event of unforeseen circumstances, the employee must give as much notice as possible.

ARTICLE NINETEEN
PROFESSIONAL DEVELOPMENT

1. A $5,000 fund will be established each year for reimbursement of Undergraduate or graduate college courses that lead to a degree and/or that are relevant to their position or education in general. The fund will be administered on a first- come, first-serve basis on when the SAU receives the course registration form. Course approval by Superintendent is required prior to course work. Requests for approval shall be acted upon within 5 working days of a request.

2. The following criteria must be met for qualification for reimbursement:

   a. The bargaining unit member must be employed by the District for two (2) consecutive years.

   b. The course must be pre-approved by the Superintendent.

   c. The bargaining unit member is responsible for registration and initial payment for the course.

   d. The employee must present proof of a grade of B or better in the course.

3. Two-thirds of the fund will be allotted for courses that occur during the months of July through December. The remaining third will be allotted to courses taken from December through June. Funds that are not used during the first half of the year will be made available in the second half. If funds remain after all courses for the second half of the year are reimbursed, they will be made available for courses from the first half of the year that are unreimbursed due to a lack of funds. Employees taking credit courses in June, July or August, must reimburse the District for any funds it provided if the employee fails to return to work at the beginning of the next school year.

4. Employees are encouraged to participate in relevant professional development opportunities. Para-educators will be allowed to attend relevant in-district professional development workshops that are being offered to teaching staff.

5. The District is committed to provide funding for professional development workshops through grants. Bargaining unit members shall be encouraged to apply for funding for workshops. Applications for workshop funding shall be submitted to the building PD Representative. A response to the request shall be provided within 5 working days of the request.

ARTICLE TWENTY
DURATION

This Agreement represents the total and final resolution of all matters between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

The provisions of the Agreement will become effective as of July 1, 2013 to June 30, 2014.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS 21st DAY OF May, 2013.

THE NEWPORT SUPPORT STAFF
NSS/NEA/NH

President

Witness

THE NEWPORT SCHOOL BOARD

Chairman

Witness

APPENDIX A
GRIEVANCE REPORT FORM

Grievance No. _____ School District _____

To: _____
Principal

Complete in triplicate with copies to:
1. Principal
2. Superintendent
3. Association

Name of Grievant: _____

School: _____ Date filed: _____

LEVEL A

Date of Grievance: _____

1. Statement of Grievance: *(Be sure to include the specific violation or condition with proper references to the contract agreement).*

_____
_____
_____
_____

Signature Date

2. Answer Given by Principal:

_____
_____
_____
_____

Signature Date

3. Position of Grievant:

_____
_____
_____
_____

Signature Date

APPENDIX B
SUPPORT STAFF WAGE SCALE

2013-14

Para Educators		Administrative Assistants	
Step		Step	
1	11.00	1	12.05
2	11.72	2	13.08
3	12.44	3	14.11
4	13.16	4	15.14
5	13.88	5	16.16
6	14.59	6	17.18