AGREEMENT BETWEEN
PLAINFIELD SUPPORT STAFF ASSOCIATION
AND
PLAINFIELD SCHOOL BOARD

EFFECTIVE DATES:

July 1, 2012 through June 30, 2014

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PLAINFIELD SUPPORT STAFF ASSOCIATION
AND PLAINFIELD SCHOOL BOARD

PREAMBLE

To encourage the continuous effective and harmonious working relationship between the Plainfield School Board (also referred to as "Board") and the Plainfield Support Staff Association (also referred to as "Association"), the Board and Association make and enter into this Agreement on this _____ day of _____, 2012 by and between the Board and the Association.

ARTICLE I: RECOGNITION

A. The Board hereby recognizes the Plainfield Support Staff Association/NEA-NH as the exclusive representative for the purpose of Collective Bargaining according to NH RSA 273-A.

B. Employees will be provided wages and benefits provided under this Agreement and shall retain rights guaranteed to them under the provisions of NH RSA 273-A.

C. Definitions:

1. Full-time Employee: Full-time is to be defined by the length of the student school day 31.65 hours per week).
2. Part-time Employee: An employee who is regularly scheduled to work fewer than 31.65 hours per week.
3. Member: Any employee covered under this Agreement whether or not he/she is a member of the Association.
4. Job Classification per Recognition Article: Van Driver, Custodian, Educational Assistant, School Secretary, and Food Service personnel.
5. Employee Salary Agreement: An employee's individual annual contract, setting forth his or her regularly scheduled hours and compensation, and the amount of his or her accumulated sick leave.
6. Day: Contracted work day.
7. Grievance: An alleged violation of one or more provisions of this Agreement.
8. Per year: The period of time between July 1 and June 30, consistent with the District's fiscal year.

D. New Positions: If a new employee position is created during the life of this agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

ARTICLE II. ASSOCIATION RIGHTS

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 this Agreement.

The Association and its representatives may use the Plainfield School outside of business hours for Association business in accordance with established school policy.

The Association and its representatives may use equipment, including copying equipment, at reasonable times in accordance with established school policy. All costs incurred by such use shall be borne by the Association. The expense of photocopies that are intended for the exclusive use of the individual parties shall be borne by the individual parties. The expense of photocopies of the Agreement and items meant for distribution shall be divided equally by the Board and the Association.

The Association and its representatives may post notices of activities and matters of Association concern on the Plainfield School designated office bulletin board.

Designated representatives of the Association shall be allowed to receive telephone calls and other communications concerning Association business at any time during the work day as long as they don't interfere with normal Plainfield School operations.

Two days of leave time shall be provided to two members chosen by the Association to participate in Association business.

ARTICLE III: JURISDICTION AND AUTHORITY OF SCHOOL BOARD

The Board, subject to only 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 Plainfield School District. The parties understand that neither the Board, the Principal nor the Superintendent may lawfully delegate powers, discretions, and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair the respective statutory powers, discretions, and authorities of the Board and Superintendent.

ARTICLE IV: NEGOTIATIONS PROCEDURE

A. On or before October 1, prior to the expiration date of this Agreement, either party must submit to the other written notice of its intent to negotiate a successor agreement.

B. Thereafter, the parties shall meet at a mutually convenient time and place and negotiate in a good faith effort. It is understood by the parties that negotiations will conclude no later than December 15 unless this date is extended by mutual agreement.

C. During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. The Board and the Association will make available to one another, for inspection, all pertinent non-

confidential records, data, and information of the Plainfield School District and, with prior notice, may call upon representatives to assist in negotiations.

D. Any Agreement reached shall be reduced to writing and be signed by the Board and by the Association. Any Agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters of the District. The Board shall make every effort to promote and secure the funds necessary to implement the Agreement. If such funds are not forthcoming, the Board and the Association shall resume negotiations regarding only the matters affected thereby, in accordance with the provisions of this Agreement.

E. If by December 15 the parties fail to reach agreement on any matter or matters which are the subject of negotiations, either party may declare an impasse. In the event of an impasse, a neutral party chosen by both parties, or failing agreement, chosen by the Public Employees Labor Relations Board (PELRB), shall be appointed as mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The mediator will meet with the parties or their representative, or both, forthwith, either jointly or separately, and will take such other steps as s/he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

The costs for the services of the mediator, including any per diem expenses and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association.

F. If mediation does not result in an Agreement by January 15 or at least 45 days prior to the Annual School District Meeting, whichever is later, the fact-finding provisions of N.H. RSA 273-A and subsequent procedures outlined in said law will be pursued.

G. Nothing in this Article shall be construed to prohibit the Board and the Association from reaching agreement at any time between the declaration of impasse and the Annual School District Meeting.

ARTICLE V: MEMBERS' RIGHTS

No member shall be dismissed, non-renewed, suspended, disciplined, reprimanded, or reduced in rank or compensation without a written statement outlining reasons for such actions. All information forming the basis for disciplinary action will be made available to the member. All disciplinary actions shall be applied in a fair manner and shall be commensurate with the gravity of the infraction for which disciplinary action is taken.

Disciplinary action shall normally take place in the following order; however, disciplinary action may be taken out of order depending upon the severity of the infraction(s), as determined by the Superintendent:

a. Oral warning;
b. Written warning;
c. Suspension without pay;
d. Dismissal.

Disciplinary Action

The Superintendent shall notify in writing as soon as evidence of any alleged delinquencies occurs, indicate expected correction, and indicate a reasonable period of correction.

Alleged breaches of discipline, beyond oral warning, shall be reported in writing to the offending member. The member shall be entitled to have present counsel (legal, Association, and/or lay) in the disciplinary process.

No member of the Association shall be required to appear before the Board for a formal hearing regarding his or her continuation in his or her position of employment unless he or she has been given written notice of the reason for such meeting or interview at least three (3) school days prior to such meeting and shall be entitled to have such representation as the individual desires to advise and represent him or her. No reference shall be made to alleged infractions which have not been documented.

This article will only apply to those bargaining unit members who have at least one full year of service in the Plainfield School District. Non-renewals will not be covered by this article until a bargaining unit member has at least three (3) consecutive years in the Plainfield School district.

Non-Discrimination

Board policy and practice will prohibit discrimination in hiring, promotion, non-renewal/dismissal, pay, fringe benefits, job training, classification, referral, and other aspects of employment on the basis of race, color, religion, gender, sexual orientation, disability, age, or national origin.

ARTICLE VI: REDUCTION IN FORCE

The Board shall prepare a seniority list which indicates the District seniority and Job Classification seniority dates of all members of the Association. Such list shall be made available to the Association.

If the Board decides to decrease the number of staff or eliminate any position, the Board will lay off employees within each job classification on the basis of seniority. The employee with the least job classification seniority will be the first employee laid off. Bumping between job classifications will not be allowed. Seniority will be calculated from the first day of work in the School District. In case of equal seniority, the administration will decide who to retain based on the needs of the district and the qualifications of the support staff members involved.

Members who are laid off shall retain recall rights for the period of two (2) school years for any position with the bargaining unit for which they are qualified. Recall shall be in the inverse order of lay off.

A member notified of recall shall have fifteen (15) calendar days in which to accept the position. Failure to respond to the offer within fifteen (15) calendar days shall be deemed to be a refusal of the offer and a waiver of future recall rights and the member

with the next right of recall shall be offered the position. Notification shall be by certified mail to the last known address of the member and this shall be deemed to be full and sufficient notification. It will be the responsibility of the member to provide the Superintendent with his or her current mailing address.

Reinstatement hereunder shall not result in a loss of credit for previous years of service. No new or substitute appointments may be made while there are laid off members of the bargaining unit who are qualified to fill the vacancies.

ARTICLE VII: VACANCIES, TRANSFERS AND REASSIGNMENTS

Intent to Reemploy

The Plainfield School District shall provide all employees with a "Notification of Intent to Reemploy" for the following school year by the end of May of the present school year.

Vacancies

A. Vacancies in a newly created position which the Board wishes to fill shall be posted no less than ten (10) days prior to the position being filled. Such notices shall be posted on the official bulletin board and shall include the date of posting, minimum qualifications, and the rate of compensation. During the time when school is not in session, notification must be sent by registered mail to two members designated by the bargaining unit.

B. The Board shall have the right to make transfers of employees on the basis of qualifications, abilities and performance of duty as judged by the Superintendent, but shall be governed by District seniority when two or more applicants are determined to be equally qualified.

C. Transfers shall be made from within the District unless more qualified applicants from outside the District have applied for the position, in which event the Board may hire the more qualified applicant.

D. If changes in assignment are necessary, employees will be advised as soon as the need is known and the Administration will work with affected employee(s) to facilitate those changes.

ARTICLE VIII: SEVERANCE PAY

After ten (10) years of employment with Plainfield School, upon severance in good standing, retirement, or death of a member, such member or his/her estate shall be paid at the equivalent of his/her accumulated sick leave, up to 60 days, at the rate of forty dollars ($40) per day.

Notwithstanding any other provision in this agreement, the amount otherwise payable to an employee above base pay shall be delayed at least 120 days after the employee's retirement by such amount as is necessary to prevent the school district from being assessed by the New Hampshire Retirement System under RSA 100-A:16, III-a or any successor statute.

ARTICLE IX: LEAVE

Vacation

- Each full-time 12 month employee of the Association shall be entitled to the following noncumulative paid vacation leave:
- At the completion of one (1) full year of service – two (2) weeks [two (2) times the number of hours worked in a normal work week].
- At the completion of five (5) full years of service - three (3) weeks [three (3) times the number of hours worked in a normal work week].
- At the completion of ten (10) full years of service - four (4) weeks [four (4) times the number of hours worked in a normal work week].
- Vacation in excess of two weeks at any one time will require permission of the Principal. Vacation schedules must be approved by the Principal. Said approval will not be unreasonably withheld.
- Terminated members will receive payment at their current rate of pay for the balance of earned vacation with their last paycheck.

Sick Leave

Employees hired prior to July 1, 1996, who have accumulated more than 60 days, will be allowed to retain those days.

- Sick leave will be posted July 1 of the contracted year, accumulative to 60 days.
- Regardless of the amount of accumulated days, ten month employees are eligible for twelve 12 days (a day equals an individual's daily hours) per year.
- Regardless of the amount of accumulated days, twelve month employees are eligible for 15 days (a day equals an individual's daily hours) per year.
- At the end of each contract year, no employee can carry over more than sixty (60) days.
- For accounting purposes, sick time will be calculated in hours.

Members of the bargaining unit may, at the superintendent's discretion, be required to present a certificate from a physician to verify any absence claimed because of illness when the absence occurs in any of the following ways:

- Repeatedly before or after weekends or holidays
- Five (5) or more consecutive days.
- Five (5) or more days in a thirty (30) day period.
- After all sick time has been exhausted

Personal Days

All members will be entitled to noncumulative personal hours per contract year equal to the number of hours worked in a normal work week for the purpose of transacting or attending to personal, legal, business, household, or family matters that require absence during school hours. *Example: An employee working 31.65 hours/week is entitled to 31.65 hours of personal time each year.* Personal absence must be approved by the Principal at least two days prior to the date of the requested absence. In the case of an emergency, the employee must notify the Principal as soon as the need is known.

Bereavement Leave

A member may have a total of up to five (5) days bereavement leave per year for a death in the immediate family. Bereavement leave for other situations may be granted at the discretion of the Superintendent.

Family and Medical Leave

The Board agrees to grant up to 12 weeks of unpaid leave during any 12-month period, as consistent with the Family Medical Leave Act, to any bargaining unit member for the birth of a child, placement of a child for adoption or foster care, or to care for a child, spouse, or parent with a serious health condition. This leave is available for both full and part-time employees. Benefits shall continue during the period of the leave. Notice shall be made 30 days prior to taking a leave, or as soon as practicable, to provide the Superintendent with the opportunity to determine if the member is qualified and to plan for their absence.

The 12 month period for determining eligibility shall begin on September 1 of each year. FMLA may begin after accrued sick leave days have been exhausted.

Professional Days

Members will be encouraged to participate in job-related or professional and technical growth programs through in-service and outside educational courses. Compensation and approval shall be at the discretion of the Principal.

Approved professional development registration fees may be paid in advance upon request. Such requests shall be limited to the individual's maximum professional development allotment and must be submitted at least four (4) weeks in advance. In the

event the staff member does not attend the professional development activity and the district does not receive a refund for any fees paid in advance, the amount will be deducted from the staff member's professional development allotment for the year.

Jury/Military Duty

A member called for jury duty or who is called to serve for no more than a fourteen (14) day annual training tour of duty or temporary active duty with the National Guard or U.S. Reserves will be paid the difference between the fee he or she receives for such service and the amount of earnings lost by him or her by reason of such service, based on the member's daily rate. The member is entitled to retain travel reimbursement received.

Discretionary Unpaid Leave

A member may not take unpaid leave without the Superintendent's permission and permission shall not be granted if the member has any personal and/or vacation leave time remaining. If the member has no remaining leave time, the Superintendent may grant no more than three unpaid leave days.

ARTICLE X: UNPAID LEAVE OF ABSENCE

The Board, at its sole discretion, may grant extended leaves of absence without pay and without health and dental benefits for up to one year. Upon return from such a leave of absence, the member will be placed in the same position or a comparable position for which the member is qualified. The member will be entitled to the salary, as provided in Article XII, and all benefits accrued prior to the member's leave of absence. The member must notify the Board in writing ninety (90) days prior to his/her intended date of return, or he/she may be deemed to have resigned.

ARTICLE XI: PAID HOLIDAYS

Twelve-month, full-time members will be entitled to the following twelve (12) days per year, noncumulative, which will be considered paid holidays: Independence Day, Columbus Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Years Day, Martin Luther King, Jr./Civil Rights Day and Memorial Day (coinciding with adopted school calendar).

Ten month members will be entitled to the following six (6) days per year, non-cumulative, which will be considered as paid holidays: Columbus Day, Christmas Day, Thanksgiving Day, New Year's Day, Martin Luther King, Jr./Civil Rights Day, and Memorial Day (coinciding with adopted school calendar).

ARTICLE XII: CREDIT FOR YEARS OF EXPERIENCE

A. Salaries shall be paid in accordance with the provisions of the salary schedule contained in Appendix A. The salary scale for educational assistants shall reflect years of service with the Plainfield School District. New hires will be placed on the step reflecting their years of experience, but may be credited with no more than 5 years of comparable experience. No new hire shall be placed on the salary schedule at a step higher than members in the District who have comparable experience. *Example: A person with no experience will be placed on step 1. A person with five years experience, starting their sixth year, will be placed on step 6.*

The previous experience level of a new applicant for the Van Driver, Food Service Coordinator, School Secretary, and Custodian positions will not bind the administration to the salary scale.

B. Members of the bargaining unit who have completed at least ninety (90) school days of service during the school year shall be given credit for a full year of service for the purpose of salary advancement.

ARTICLE XIII: INDIVIDUAL MEMBER CONTRACT

The individual full-time 12-month member contracts shall be for 261 days of service per year. Contracts for 10-month individual members shall be for 184 days of service to coincide with the district school year calendar (plus six paid holidays for a total of 190 paid days. The 184days shall include two specific opening days and two additional days for professional development as determined by the administration. Part-time staff shall have these days prorated according to the percentage of their contract. Individual member contracts for more than 184 days but less than 261 days may be contracted separately depending upon job requirements.

NOTE: The administration endeavors to schedule and match professional development trainings with the needs of the students and staff.

ARTICLE XIV: INSURANCE

1. Medical Insurance

The Plainfield School District will pay the premium of individual, two-person, or full family coverage as outlined in Appendix B. Enrolled members may make a pre-tax contribution according to the schedule in Appendix B, as negotiated, to defray the premium cost as provided under Section 125 of the Federal Code.

Members who decline health insurance will receive a payback. Refer to Appendix B for specific amounts.

2. Dental Insurance

The District will offer Dental Insurance to all members working 20 hours or more per week in the Northeast Dental Health Care Program or a comparable program. Refer to Appendix B for specific amounts.

3. Long-Term Disability Insurance

Members will be entitled to 100% premium paid coverage for long-term disability insurance. Long-term disability benefits are intended to provide support for an employee who suffers from a medical disability which necessitates the employee's absence from work for a period exceeding ninety (90) calendar days.

Before an employee may be considered for long-term disability benefits, the employee must first exhaust his/her accrued sick leave up to ninety (90) calendar days. To become eligible for long-term disability benefits, the employee must obtain a physician's certification establishing that the employee suffers from a medical disability which necessitates the employee's absence from work and that such absence is expected to exceed ninety (90) calendar days. Provided that the employee establishes his/her eligibility for long-term disability benefits as set forth above, the district will make payment on the basis of the employee's regular work schedule at the disability rate of seventy percent (70%) of the salary which the employee would have earned had the employee worked his/her regular schedule between the end of the time when the sick leave is exhausted and the beginning of the long-term disability insurance benefit.

4. Life Insurance

All staff are eligible for life insurance. The benefit to beneficiary(ies) is equal to a maximum of 200% of annual salary up to $50,000.

5. "Blended Positions"

A "blended" position is created when an employee concurrently holds a part-time teacher position and a part-time support services position. If an employee works in a blended position in which the aggregate FTE totals .8 or more, that person will qualify for full health and dental benefits under the dominant contract. The dominant contract is one in which the greater number of hours are worked. If the FTE is equally split, the teacher's contract will govern benefits. If the FTE from the combined contracts is greater than or equal to .5 and less than .8, the employee qualifies for prorated health and dental benefits based on the governing contract. Eligibility and contributions for all other benefits will be prorated in accordance with the individual contracts.

ARTICLE XV: HOURS OF WORK

Each member's hours shall be reflected on his/her employee salary agreement. Special Education Assistant's hours may be subject to change per Special Education/IEP requirements.

ARTICLE XVI: DEDUCTIONS

Any employee who wishes to join the Plainfield Support Staff Association may have membership dues deducted from his/her salary. Employees who elect to have dues deducted must authorize these deductions by completing the appropriate form.

Such authorization shall continue in effect from year to year unless revoked in writing in a timely manner one month prior to requested effective payroll date by the employee. Pursuant to such authorization, the employer shall deduct equal amounts for each pay period beginning the first pay period in July and continuing through that fiscal year.

Upon appropriate written authorization from the member, Plainfield School District shall deduct from the salary of any member, and make appropriate remittance for, annuities, credit union, charitable donations or any other plans or programs jointly approved by the Association and Plainfield School District. Such authorization shall continue in effect from year to year unless revoked in writing by the employee

Pay Schedules

Employees shall have the right to choose 22 or 26 pay periods.

Tax Deferred Annuity

Members will have available to them participation in a 403b tax deferred annuity program. The District will match up to 2% of payroll for current employees contracted for a minimum of 30 hours per week and who have been employed by the District for two (2) or more consecutive years. Payments will be made at each pay period. Enrollment in the program must be completed prior to August 15 in order for members to receive the benefit for the current budget cycle beginning the previous July 1.

Members hired prior to July 1, 2010 may elect deductions from salary for a tax deferred annuity (403b) with companies chosen by employees prior to that date. After July 1, 2010, any change in annuity election by members hired prior to July 1, 2010 must be to one of the three approved plans. Members hired after July 1, 2010 may choose from among 403b investment vehicles in one of three mutually agreed upon and Board approved plans. These plans will be selected on or before May 1, 2010. Once a member is enrolled in one of these three plans, he/she may not switch to a non-approved plan.

Example: employee contributes 3% of pay to 403(b), District contributes 2%
employee contributes 1.5% of pay to 403(b), District contributes 1.5%

ARTICLE XVII: GRIEVANCE PROCEDURE

Definitions

A "grievance" shall mean a complaint by a staff member, a group of staff members, or the Association that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this contract.

An "aggrieved person" is the person or persons making the complaint. The term "day" when used in the article shall, except where otherwise indicated, mean school days, except the end of the school year when they shall be Monday through Friday, excluding holidays.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step, except after Level Two.

Initiation and Processing

Level One - Supervisor

A) Any grievant may discuss the grievance with the immediate supervisor in an attempt to resolve the matter informally at that level.

A grievance must be filed with the employee's supervisor in writing within 20 days of when the grievant knew of the alleged incident, using Form A.

B) The supervisor shall communicate a decision in writing (Form B) to the grievant(s) and to the Association within ten (10) days of receipt of the written grievance.

C) The grievant has 10 (ten) days to appeal in writing the decision of the Supervisor to the Superintendent.

Level Two - Superintendent

Within 10 (ten) days, the Superintendent shall meet with the grievant to attempt to resolve the matter and issue a written decision to the grievant(s) and the Association within 10 (ten) days of their meeting using Form C.

Level Three - School Board

If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant, the decision may be appealed to the School Board within ten (10) days of receipt of the decision in Level Two. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration. The decision of the Board shall be made and transmitted in writing (Grievance Form D) to the grievant no later than 10 (ten) days from the time of the Board hearing.

Level Four - Arbitration

If the decision of the School Board does not resolve the grievance to the satisfaction of the grievant(s), and a third party view is desired, the grievant shall so notify the Association within five (5) days of receipt of the School Board's decision. If the Association determines that the matter should be arbitrated, it shall in writing so advise the School Board within ten (10) days of receipt of the grievance's request. The parties will then initiate a request for arbitration according to the rules of the American Arbitration Association, which are hereby incorporated in this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not in any way add to or subtract from the agreement.

Rights of Staff Members

An aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by the Association.

When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the supervisor or any higher level, be notified by the supervisor in writing that the grievance is in process. The Association shall also be notified by the Superintendent in advance of any hearing and shall have the right to be present and state its position at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered. Any resolution of this grievance shall not be inconsistent with the terms of this Agreement.

The Board and Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of the grievance.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Costs

The fees and expenses of the arbitrator will be shared by the two parties equally.

Grievance of a General Nature

Grievances of a general nature filed by the Association shall be submitted to Level Two.

ARTICLE XVIII: PEACEFUL RESOLUTION OF DIFFERENCES

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives, and members shall not, during the term of this Agreement, engage in or condone any strike, slowdown, work stoppage, or other concerted refusal to perform any assignment on the part of any member(s) represented hereunder.

ARTICLE XIX: SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement is held to be contrary to law by any court or board of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations to bring such part(s) of the Agreement held to be invalid into compliance with the edicts set down by the court.

ARTICLE XX: DURATION

This Agreement 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 this Agreement will become effective as of **July 1, 2012** and shall continue in effect until **June 30, 2014** or until a successor Agreement is reached.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS 5th DAY OF April 2012.

BY: _____
Chairperson, Plainfield School Board

BY: Shelley Goerke
Representative of Plainfield Support Staff Assn.

PLAINFIELD SCHOOL SUPPORT STAFF
GRIEVANCE FORM A
FORMAL GRIEVANCE

Date of Filing_____

Name of Aggrieved Party

_____

Home Address

_____

Home Telephone Number

_____

Position Held

_____

Provision of Agreement (alleged to have been violated)

_____

_____

Date and Place Provision was Violated (or where events or conditions existed)

_____

_____

Person Responsible for Causing Events/Conditions

_____

Remedy Sought

_____

Statement of Grievance

_____

_____

_____

_____

Signature of Aggrieved Party

PLAINFIELD SCHOOL SUPPORT STAFF
GRIEVANCE FORM B

FORMAL GRIEVANCE - SUPERVISOR'S DECISION

Date of Receipt _____
Date of Decision _____

Name of Aggrieved Party

_____

Summary of Grievance

_____

_____

Decision of Supervisor and Reasons Therefore:

_____

Signature of Supervisor

AGGRIEVED PARTY'S RESPONSE: To be completed by Aggrieved Party

_____ I accept the above decision.

_____ I hereby refer the above grievance to the Association, for referral to the Superintendent.

Date of Response _____

_____

Signature of Aggrieved Party

PLAINFIELD SCHOOL SUPPORT STAFF
GRIEVANCE FORM C

FORMAL GRIEVANCE - SUPERINTENDENT'S DECISION

Date of Receipt _____
Date of Decision _____

Name of Aggrieved Party

_____

Summary of Grievance

_____

_____

Decision of Supervisor and Reasons Therefore:

_____

Signature of Superintendent

AGGRIEVED PARTY'S RESPONSE: To be completed by Aggrieved Party

_____ I accept the above decision.

_____ I hereby refer the above grievance to the Association, for referral to the Board.

Date of Response _____

_____

Signature of Aggrieved Party

PLAINFIELD SCHOOL SUPPORT STAFF
GRIEVANCE FORM D

FORMAL GRIEVANCE - SCHOOL BOARD'S DECISION

Date of Receipt _____
Date of Decision _____

Name of Aggrieved Party

_____

Summary of Grievance

_____

_____

Decision of Plainfield School Board and Reasons Therefore:

_____
Signature of Chairperson, Plainfield School Board

AGGRIEVED PARTY'S RESPONSE: To be completed by Aggrieved Party

_____ I accept the above decision.

_____ I hereby request to have the above grievance referred to arbitration.

Date of Response _____

_____
Signature of Aggrieved Party

APPENDIX A

2011-2012			2012-2013			2013-2014		
Base increase = 1.25% Increment = 0.04 Para cert. = 0.025			Base increase = 2.00% Increment = 0.04 Para cert. = 0.0350			Base increase = 2.00% Increment = 0.04 Para cert. = 0.0350		
Step	No Cert.	Para II+	Step	No Cert.	Para II+	Step	No Cert.	Para II+
1	$11.45	$11.73	1	11.68	12.09	1	$11.91	12.33
2	$11.91	$12.20	2	12.15	12.57	2	12.39	12.82
3	$12.39	$12.69	3	12.63	13.07	3	12.88	13.34
4	$12.88	$13.20	4	13.14	13.60	4	13.40	13.87
5	$13.40	$13.73	5	13.66	14.14	5	13.94	14.42
6	$13.93	$14.28	6	14.21	14.71	6	14.49	15.00
7	$14.49	$14.85	7	14.78	15.29	7	15.07	15.60
8	$15.07	$15.44	8	15.37	15.91	8	15.68	16.22
9	$15.67	$16.06	9	15.98	16.54	9	16.30	16.87
10	$16.30	$16.70	10	16.62	17.20	10	16.96	17.55
11	$16.95	$17.37	11	17.29	17.89	11	17.63	18.25
12	$17.63	$18.07	12	17.98	18.61	12	18.34	18.98
Custodians, Food Service, Secretary, Van Driver increase = 3.5%			Custodians, Food Service, Secretary, Van Driver increase = 3.0%			Custodians, Food Service, Secretary, Van Driver increase = 3.0%		

All current (2011-2012) Educational Assistants will advance one step for 2012-2013, and will receive the appropriate pay depending upon whether they are certified as a para II+ or not. (The same will apply when a member moves from the 2012-2013 to 2013-2014. The step number will not necessarily equate to a person's level of experience.

Paraeducator II Certification	
If a member…	*Then*
Plans to earn the voluntary Para II+ certification	The Superintendent must be notified of this intent before Nov. 15 of the previous year. **This requirement is waived for 2012-2013**
Allows the Para II+ certification to lapse	The member's position on the salary scale reverts from the "ParaII+" step to the corresponding "No Cert" step

Substitute Pay – Support Staff will be paid a ten dollar ($10.00) stipend beyond their regular salary for up to a half day of substitution (3.75 hours) and twenty dollars ($20.00) for more than a half day (7.5 hours).

If the monthly meetings with the administration cannot be provided during the regularly contracted school day due to administrative scheduling constraints, an additional 30 minutes per month will be added, as needed, to ensure that members are able to meet with the administration

APPENDIX B - INSURANCE COVERAGE

Medical Insurance

The District shall make payment at the single, two-person, or family rate for Health Insurance for members working 20 hours or more, pro-rated for members working less than fulltime (31.65 hours) but greater than or equal to 20 hours, except for members whose benefits shall expire thirty (30) days from the date of their termination, if said termination occurs before the end of the contract period. A Member may elect to cover his or her [same gender] Domestic Partner, as that term is defined and recognized by the insurance carrier, under the two-person or family coverage for health insurance. (This will be subject to the insurance carrier's coordination). If the employee completes his/her yearly agreement, termination of insurance coverage will be effective July 30. Members working less than 20 hours per week are not entitled to Health Benefits.

Members of the Association who subscribe to the Plan will participate in the payment of premiums by payroll deductions, such deductions to be made in equal installments in accordance with Section 125 of Internal Revenue Service Code. Enrolled employees will make a pretax contribution for 2012-2014of 14% of the premium cost for HMO, with the District contributing 86% of the HMO plan cost, and that same dollar amount to a POS plan if a member chooses.

Example: for 2012-2013, member working 25 hours (25/31.65 = 79%), family HMO coverage:
$20,250 = full premium cost
$17,415 = cost to District for full time member (86% of full cost)
$13,757.85 = cost to District for .79 member ($17,415 x 0.79 = $13,757.85
$ 6,492.15= cost to 25 hour member for family HMO coverage 2012-2013
($20,250 -$13,757.85 =$6,492.15)

Members who decline health insurance will receive a payback of $1,250 per year pro-rated for members working at least 20 hours but less than 31.65 hours per week.

Members will have the option of enrolling in a Section 125 Flex Health Reimbursement plan for up to a maximum of $2000.

In the event that an employee, absent because of illness or injury, has exhausted his/her sick leave, the insurance benefits contained herein shall continue through the balance of the contract year.

By mutual agreement between the Plainfield School Board and the PSSA, other health insurance options may be added to this article.

Dental Insurance

The District will offer Dental Insurance to all members working 20 hours or more per week in the Northeast Dental Health Care Program or a comparable program.

Coverage A: Diagnostic and Preventative	100%
Coverage B: Restorative	100%
Coverage C: Prosthodontics	50%

Members of the Association who subscribe to the Plan will participate in the payment of premiums by payroll deductions, such deductions to be made in equal installments in accordance with Section 125 of Internal Revenue Service Code. Enrolled employees will make a pretax contribution of 35% of the premium cost for all members working at least 20 hours per week. A Member may elect to cover his or her same gender Domestic Partner, as that term is defined and recognized by the insurance carrier, under the two-person or family coverage for dental insurance. (This will be subject to the insurance carrier's coordination).

Example: **:** for 2012-2013, member working 25 hours (25/31.65 = 79%), family dental coverage:
$2,314.08 = full premium cost
$1,504.15 = cost to District for full time member (65% of full cost)
$891.77 = cost to District for .79 member ($1504.15 x 0.79 = $1188.28)
$ 1125.80= cost to 25 hour member for family dental coverage 2010-2011
($2314.08 - $1188.28= $1125.80)

APPENDIX C
PLAINFIELD SCHOOL DISTRICT – EMPLOYEE AGREEMENT

Name

Total Position Salary: $_____

This is to notify you that you have been elected to the position of **Education Assistant** at the **Plainfield Elementary School** by the Plainfield School Board for the _____ school year.

1. The dates of employment will be from **7/1/__ through 6/30/__.**
2. Your annual salary is as follows: **$____ per hour x ____ days per year x ____ hours a day = $_____**
3. Deduction required by law and any deductions agreed upon between yourself and the School District will be deducted from the above.
4. Unapproved Absence: For each day of unapproved absence, employees shall lose an entire day's pay.
5. Unpaid Leave of Absence – For each day of absence in excess of allowable benefits approved in advance by the Principal and Superintendent, the employee shall lose an entire day's pay.
6. This Agreement is subject to the statutes of the State of New Hampshire, the rules and regulations of the State Board of Education, School Board Policy, and any Agreements between the Support Staff and the School District.
7. Termination will be handled in accordance with the collective bargaining agreement.
8. Benefits will be contained in the PSS negotiated agreement.

_____ _____

Accepted by Employee Date Superintendent of Schools

Phone
Address
Town
Date of Hire:

Please check one: _____ 22 installments of $_____
_____ 26 installments of $_____

If you are in agreement with this contract, please sign and return both copies to the Superintendent's Office within two weeks date or it will be considered invalid. Your copy will be signed and returned to you.

Date Issued:

Return Date:

Fund: _____

Account: _____