WHITE MOUNTAINS REGIONAL SCHOOL DISTRICT
Carroll-Dalton-Jefferson-Lancaster-Whitefield

AGREEMENT

Between the

WHITE MOUNTAINS REGIONAL SCHOOL BOARD

and the

EDUCATIONAL SUPPORT PERSONNEL

July 1, 2012 to June 30, 2013
(One-Year Extension of July 1, 2011 to June 30, 2012 Agreement)

APPROVED:

Chairman, White Mts. Regional School Board	Tim Phillips Union Representative, Educational Support Personnel
7/30/12 Date	7-24-12 Date

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ARTICLE I – RECOGNITION

For the purposes of collective negotiations, the White Mountains Regional School District, as represented by its board of education, hereinafter referred to as the School Board, recognizes the White Mountains Education Association, NEA/NH, hereinafter referred to as the Association, as the exclusive representatives of secretaries, paraprofessionals, speech assistants, custodians, and cafeteria workers excluding administrators and all central office personnel. This negotiation shall not preclude any employee, on an individual basis, from consulting, communicating, or otherwise dealing directly with the School Board on his or her own behalf, provided such dealings are not in contravention of this agreement.

Unit A--Year-Round Employees

Unit B--Academic-Year Employees

Unit C--Limited-Time Employees

The Association agrees to represent all individuals defined above equally without regard to membership in the WMEA/NEA-NH.

ARTICLE II - NEGOTIATIONS PROCEDURES

A. Initiation

Either the Association or the School Board, if desiring to bargain, shall serve written notice of its intention on the other party by October 1, by certified mail. The Association shall make known to the School Board, in writing, all items relating to salaries, economic benefits, and other terms and conditions of employment it wishes to negotiate at the first meeting, which will take place no later than October 15.

B. Meetings

Meetings shall be arranged by the chairperson of the respective parties' negotiating committees for mutually agreeable times and places. Every effort will be made by the chairperson of each negotiating committee to meet after the business hours of the School Board members and employees.

C. Information

Facts, opinions, proposals, and counter-proposals shall be exchanged freely and in good faith in accordance with RSA 273-A:311, during the meeting or meetings between the representatives of the parties in an effort to reach mutual understanding and agreement. Upon request, the School Board will make available to the Association for inspection, all information which is a matter of public record and which is pertinent to the negotiations in question. The Association may request, through the superintendent, copies of the above information which will be provided to the Association at the cost of duplicating said information.

D. Agreements

Agreements on any item or proposal shall be tentative and binding on neither party until all matters to be considered for a given contract period have been agreed to, reduced to writing, and ratified by a majority vote by the membership of the Association and the School Board.

Rejection of any item or proposal by either body shall be cause for reopening of negotiations. Upon ratification, this agreement shall be signed by the chairperson of the School Board and the Association's negotiating committees. Implementation of any negotiated items involving expenditure of district funds shall be subject to the raising and appropriating of sufficient funds by the voters of the district in accordance with RSA 273-A:IIIb.

E. Impasse Resolution

If the School Board and the Association have not come to at least a tentative agreement on all items and proposals before them by December 3rd, a neutral party, chosen by the parties, or failing agreement, appointed by the state's Public Employees Labor Relations Board, shall undertake to mediate the issues remaining in dispute. The mediator will meet with both parties, either jointly or separately, and will take such steps deemed appropriate to affect a mutually acceptable agreement. Every effort will be made by the chairperson of the School Board's negotiating committee and the chairperson of the Association's negotiating committee to meet the mediator after business hours of the School Board members for the purpose of resolving the conflict. The School Board and the Association agree that one member of the Association shall be released from work time in order to participate in negotiations, mediation, and fact-finding.

F. If the mediation does not result in an agreement by December 18th, either party may, by written notification to the other, request that their differences be submitted to fact-finding. If the parties are unable to agree upon a fact finder, either party may request that the PELRB designate a fact finder. The fact finder will not, without the consent of both parties, be the same person who was appointed mediator, pursuant to Paragraph E of this article.

G. If either the full membership of the School Board or the Association rejects the neutral parties' recommendations, the findings and recommendations shall be submitted to the voters of the White Mountains Regional School District at their annual meeting, who shall vote to accept or reject the recommendations. If impasse on the items in question is not resolved by a vote of the district at its annual meeting, negotiations on these shall be reopened. Mediation may be requested by either the School Board or the Association, and may involve the full membership of the School Board if the mediator so chooses. The School Board and Association agree to share equally in all costs of mediation and fact finding. The parties, moreover, agree that impasse resolution procedures shall not be invoked prematurely or for trivial reasons.

H. Nothing in this article shall be construed to prohibit the Association and the School Board from reaching agreement at any time between declaring impasse and budget submission. It is agreed that any agreement entered into by the School Board's negotiating committee is subject to the ratification by the School Board and the Association. If the school district does not fund the cost item warrant article as submitted, the negotiations will resume.

ARTICLE III - GRIEVANCE PROCEDURES

A. "Grievance" means an alleged violation, misinterpretation, or misapplication, as defined in Article I of any provisions of this agreement. Only claims based on interpretation, meaning an application of any provisions of this agreement, shall be construed grievances under this article. A grievance to be considered under this article must be initiated within twenty (20) calendar days of its occurrence, or when the grievant should have known of its occurrence.

B. Level I - Principal
The grievant shall discuss the matter with his/her immediate supervisor with the aim of resolving the grievance informally at that level. If the grievance is not resolved, or if no decision is forthcoming from the supervisor within seven (7) days, the grievant may reduce the grievance to writing, detailing the nature of its outcome, any actions taken thus far regarding it, and his/her reasons for pursuing it further, and submit his/her appeal to the proper building principal within seven (7) calendar days; otherwise, the grievance shall be considered withdrawn. The building principal shall meet with the grievant to seek resolution of the grievance within seven (7) calendar days of receipt of the written appeal and shall convey his/her decision in writing to the grievant within seven (7) days thereafter.

C. Level II - Superintendent
If the grievance remains unresolved, or if no written decision is forthcoming from the building principal, the grievant may, within seven (7) calendar days of such time as he or she did or should have received a written decision from the building principal, appeal the grievance to the superintendent of schools; otherwise the grievance shall be considered withdrawn. This appeal shall be in writing, presenting all particulars regarding the grievance, as outlined in Level I, and shall have appended copies of all correspondence and other documents relative to the grievance. The superintendent shall meet with the grievant within seven (7) calendar days of receiving the appeal and a further attempt to resolve the grievance, and shall convey his/her decision, in writing, to the grievant within seven (7) calendar days of receiving the appeal and a further attempt to resolve the grievance, and shall convey his/her decision, in writing, to the grievant within seven (7) calendar days thereafter, with copies provided to both the building principal and supervisor.

D. Level III - School Board

If the grievance still remains unresolved, or if no decision is forthcoming from the superintendent, the grievant may, within seven (7) calendar days of such time as he/she did or should have received a written decision from the superintendent, appeal the grievance to the School Board. This appeal shall be in writing, present all particulars regarding the grievance to date, have appended all correspondence of documents relating thereto, and be sent to the chairperson of the School Board. The School Board, no later than its second regularly scheduled meeting after receiving the appeal, shall review the grievance with all concerned parties. Within 30 calendar days thereafter, the School Board chairperson shall notify the grievant and all concerned parties of the School Board's decision in writing through the superintendent of schools.

E. If the employee or the Association is not satisfied with the decision of the School Board, then the employee or the Association may take whatever action they may deem appropriate.

F. General Provisions

A grievant shall be entitled to Association representation at any and all levels of the grievance procedure as herein provided. The School Board and the Association shall assure that all parties involved in the processing of the grievance shall be guaranteed freedom from restraint, coercion, reprisals, or discrimination thereto. The parties shall seek to make the processing of the grievance as informal, rapid, and confidential as lawfully possible. Insofar as possible, processing of grievances shall be done other than during regular school hours. No cost incurred by a grievant, or any of his/her chosen representatives, in pursuing a grievance shall be borne by the district, except as the School Board, at its sole discretion, may agree to assume, or as may be ordered by a higher authority of proper jurisdiction as a result of legal proceeding.

If any party involved in the grievance is unable to present or review a grievance by reasons of physical absence, further processing of the grievance shall be deferred until the third school day that person becomes physically available to make such presentation or review. In the event the absent party shall not be available within thirty calendar days, the grievance shall proceed to the next level. The physical condition is to be verified by a doctor's certificate.

ARTICLE IV - SAVINGS CLAUSE

A. If any provision of this agreement is, or shall at any time be, contrary to the law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.

B. In the event that any provision of this agreement is or shall be contrary to law, all other provisions of this agreement shall continue in effect.

C. The terms and conditions of this agreement shall not be modified, amended, or altered in any way, unless made in writing and signed by both parties.

D. Except as this agreement shall otherwise provide, all terms and conditions are dictated by School Board policy applicable as of the effective date of this agreement and shall continue to be so applicable during the terms of this agreement.

ARTICLE V - DURATION

This agreement shall be effective as of July 1, 2012, and shall continue in effect until June 30, 2013 subject to the Association's rights to negotiation over a successor agreement, as provided in Article II of this agreement. This agreement shall not be extended orally, and it is expressly understood that it shall be automatically renewed and remain in full force and effect unless either party notifies the other of its intent to terminate or modify the terms of this agreement.

ARTICLE VI - JURISDICTION AND AUTHORITY OF THE BOARD

The School Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over all matters of policy and retains the unrestrictive right

a. to direct and manage all activities of the school district;
b. to direct the work of their employees;
c. to hire, promote, transfer, assign, and retain employees in position within the school district; also, to suspend, demote, discharge, withhold all salary increases and/or wage increments or to take other disciplinary action against employees;
d. to maintain the efficiency of the school district's operations entrusted to them;
e. to relieve employees from duties because of lack of work;
f. to determine the methods, means, and personnel by which the operations of the schools are to be conducted;

g. to take any actions as may be necessary or desirable to carry out the mission of the White Mountains Regional School District in emergencies; and

h. further, the School Board reserves the right to adopt and implement any rule or regulation concerning employee practices or working conditions without prior discussion with the Association, provided it does not conflict or violate any of the terms of this agreement.

ARTICLE VII - VOLUNTARY DUES DEDUCTION

Upon receipt of written authorization signed by an employee, the School Administrative Unit 36 office shall deduct an amount to provide payment of dues for membership in the Association from the regular salary check of that employee. Deductions shall be made in equal amounts for consecutive pay periods, beginning with the first full pay period following receipt of the employee's authorization. Amounts so deducted shall be remitted to the Association's treasurer. Authorization forms shall be as hereinafter specified and must be signed by the employee and returned to the School Administrative Unit 36 office no later than November 15 of any school year in which that person wishes the deductions to be made. New members shall have a prorated amount deducted in either 10 or 20 equal payments (at the member's option), provided that the employee becomes a member before November 15.

ARTICLE VIII - RESPONSIBILITY

All employees covered by this agreement are directly responsible to the building principal or designated supervisor and ultimately responsible to the superintendent of schools.

ARTICLE IX - NON-DISCRIMINATION

The Association and School Board agree that they will continue their past and present policy of non-discrimination on the basis of membership or non-membership in the Association.

ARTICLE X - HOURS

The starting time for employees in the schools shall be determined by the building principal or designated supervisor.

Lunch period shall be determined by the building principal or the designated supervisor.

Unit A--Year-Round Employees: Work 52 weeks per year and 30 or more hours per week. (Grandfather Clause: Those employees hired prior to July 1, 1996, will be grandfathered at the prior 20 hour level.)

All Unit A employees shall be employed up to eight (8) hours daily, including one-half hour paid lunch and two (2) 10-minute breaks.

Unit B--Academic-Year Employees: Work less than 52 weeks per year and 30 or more hours per week. (Grandfather Clause: Those employees hired prior to July 1, 1996, will be grandfathered at the prior 20 hour level.)

All Unit B employees shall be employed up to eight (8) hours daily, including one-half hour paid lunch and one (1) 10-minute break

Unit C--Limited-Time Employees: Work less than 30 hours per week.
All Unit C employees must submit a time sheet and are paid only for the hours that they work. Only employees who work more than 20 hours per week are eligible for certain benefits as outlined in this contract.

ARTICLE XI - LEAVE

Unit A--Year-Round Employees

Twelve (12) paid sick days per year, accumulative to 90 days at the rate of one (1) day per month of employment.

Three (3) paid personal days per year (non-accumulative).

Eligibility for bereavement leave.

Vacation:

1. Unit A employees with 1 – 5 years of service in the school district shall receive ten (10) paid vacation days per year.

2. Unit A employees with 6 - 10 years of service in the school district shall receive fifteen (15) paid vacation days per year.

3. Unit A employees with more than 11 years of service in the school district shall receive twenty (20) paid vacation days per year.

Holidays:

Unit A employees shall receive the following eleven (11) holidays with pay:

New Year's Day
Memorial Day
Independence Day (July 4)
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day after Christmas
Martin Luther King Day
Columbus Day (Only if this is a student holiday)

Note: If Veteran's Day falls on a Saturday or Sunday, or on a day when school is in session, employees will be granted a floating holiday.

Unit B--Academic-Year Employees:
Ten (10) paid sick days per year, accumulative to 90 days at the rate of one (1) day per month of employment.

Two (2) paid personal days per year (non-accumulative).

Eligibility for bereavement leave.

Unit B employees shall receive no vacation with pay.

Unit B employees shall receive the following eight (8) holidays with pay:

New Year's Day
Memorial Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day after Christmas
Martin Luther King Day

Unit C – Limited Time Employees
Unit C employees working more than 20 hours per week will receive the following:

Five (5) paid sick days per year, accumulative to 45 days at the rate of one half (.5) day per month of employment.

One (1) paid personal day per year (non-accumulative).

One (1) paid holiday – Christmas – for Unit C employees who have worked in the district for five Christmases (will receive it as a paid holiday for the sixth one and beyond).

Eligibility for bereavement leave.

Leave Provisions and Procedures:

a. All leave requests are processed via the "All Purpose Approval Form".

b. Sick Leave:
Employees with an accumulative total of more than the allowed total (90 days for A & B, 45 days for C) shall be allowed to retain the total until the total falls below the limit. A physician's or osteopath's certificate of health or illness may be required after an absence of five (5) consecutive work days. Failure to present a certificate when requested may mean that the employee will not be allowed to return to work, or that his/her pay will be withheld pending compliance.

Sick leave may be used to care for members of an employee's family or household.

c. Shared Sick Leave:
A shared sick leave policy will be established for the benefit of those professional employees whose accumulated sick leave for illness becomes exhausted. It cannot be used to care for family members.

Any support staff member wishing to contribute sick leave to another support staff member recipient must make their request in writing to the union's Sick Leave Committee. Any employee who has accumulated more than ten days of sick leave is eligible to share days with another employee in the same classification (teacher's and support staff cannot share with each other). An employee may not donate more leave than he or she could earn in one year. Additionally, the amount donated must not reduce the donor's sick leave balance below one-half of what that person can earn in the year.

Any staff member requesting shared leave must submit a written request to the union's Sick Leave Committee including a doctor's statement indicating the nature of the illness and the projected amount of time needed for sick leave. The recipient must have exhausted all available sick leave and have been ill for at least five consecutive days. Five day period may be waived by Sick Leave Committee.

The sick bank will be administered by a committee of three members of the association appointed by the president. This committee will promptly notify the office of the superintendent in writing of any benefits duly approved by the committee, such days will be deducted from the contributing employee and added to the recipient's number of sick days.

The superintendent may reject the request for shared sick leave and return the request to the committee if the request does not comply with the tenets of this article. Shared leave may not exceed 90 days.

d. Paid Personal Days:
No reason is needed, nor shall any be asked of the employee requesting such leave. Notification must be given twenty-four (24) hours prior to the taking of leave, except in emergencies, with the approval of the immediate supervisor or the superintendent. Paid personal leave cannot extend vacation time.

e. Bereavement Leave:
Pay shall not be deducted for absences related to death in the immediate family. Such absence shall not exceed three (3) days at any one time unless, because of unusual circumstances, the superintendent and/or the School Board may extend the period. Immediate family shall be defined as: mother, father, brother, sister, child, spouse, son-in-law, daughter-in-law, grandparents, grandchildren, and may include, subject to the sole discretion of the principal or superintendent, other persons with whom an employee has a particularly close personal relationship. Personal leave should be used for other bereavement circumstances.

f. Other Leave:
It is agreed that the district shall grant leave for childrearing or family medical issues to all employees who qualify under the following provisions:

1. Except in cases of emergency, leave must be requested in writing by the applicant at least thirty (30) calendar days prior to the date the leave is to commence.

2. All personal benefits accrued, including seniority, will be retained during leave, unless the person concerned does not renew his/her employment as required below. Upon return from leave, the leave recipient shall be placed in the same position on the salary schedule as he/she would have been had her employment in the district been continuous during the period represented by the leave.

3. Leave will be granted for a period not to exceed one (1) year. The request for such a leave must include the length of time desired. Leave time granted will be determined by the School Board upon recommendation of the principal through the superintendent. However, this period may be extended at the sole

discretion of the School Board, upon receiving written request by the leave recipient's physician, or to preserve continuity of instruction by having the leave recipient renew his/her employment at the commencement of a school semester or quarter. An employee must notify the superintendent through the principal of his/her intent to return or not return by March 15, preceding the beginning of the school year.

4. The district will have discharged its entire responsibility under this policy by offering reemployment to the leave recipient within the time limits established in (3) above.

5. Reemployment will be guaranteed no later than the expiration date of the leave granted, unless extended by the School Board as noted in (3) above.

6. All leaves will be granted without pay.

7. The employee shall notify the superintendent of his/her intent of continuing health insurance during the leave prior to actually going on leave. An employee may continue his/her health insurance at his/her expense (group rate). The premium must be paid to the Superintendent's Office by the 18th of the month prior to the month of coverage (payment in advance). An employee returning to the district shall be reimbursed for the school district's percentage (%) of health insurance contribution, after the completion of two (2) full years of employment with the school district.

ARTICLE XII - MEDICAL & DENTAL INSURANCE

Medical Insurance:

Unit A employees will receive the following percentages of the cost of medical insurance:

85% district/15% employee

Employees not taking advantage of this coverage will receive payment equal to 30% of the HMO Single Plan, payable in December and June.

Unit B employees will receive the following percentages of the cost of medical insurance:

70% district/30% employee

Employees not taking advantage of this coverage will receive payment equal to 20% of the HMO Single Plan, payable in December and June.

1. The employee's share will be paid through payroll deductions in each year of this contract. Employees may elect to make contributions in pre-tax dollars (Section 125). Bargaining unit members who choose the POS program will pay the difference between the HMO premium and the chosen program's premium.

2. Coverage will be through the School Care Health Insurance Program (CIGNA) or an equivalent insurance plan.

3. Carriers to be selected by the School Board with consultation with the educational support personnel.

4. All new employees will become eligible for medical benefits after ninety (90) days of employment with the district.

Dental Insurance:

Unit A employees are eligible for dental insurance.

Unit B employees who have been employed by the district for ten years are eligible to receive dental insurance at the beginning of their eleventh year.

The district shall make available CIGNA dental insurance or an equivalent insurance plan for single coverage with the following plan structure:

a.	Coverage A – Diagnostic and Preventative Care	100%
b.	Coverage B – Basic Restorative Care	80%
c.	Coverage C – Major Restorative Care	50%
d.	Coverage D – Orthodontia	50%

The maximum amount that the plan pays per year is $1,000 per person. Coverage D has a separate $1,500 lifetime maximum for each eligible person.

Additional coverage for two-person or family coverage may be purchased at the employee's expense.

ARTICLE XIII - LIFE AND DISABILITY INSURANCE

Unit A and B employees are eligible for the following:

1. The School Board will pay 100 percent (100%) of an insurance package which will include $28,000 life insurance; $25,000 accidental death benefit; dismemberment and loss of sight insurance (twenty-four hour coverage). Amounts will be reduced to 50 percent (50%) of the original amount at age 67.

2. Monthly disability insurance will be equivalent to 2/3 of monthly earnings, up to $2,500 per month. Maximum duration of payment is five (5) years. For accidents and/or sickness, benefits begin on the 90th work day, or after accumulative sick leave is exhausted, whichever is greater. Selection of an insurance carrier will be at the sole discretion of the School Board.

ARTICLE XIV - RETIREMENT

All employees, as determined by regulations of the New Hampshire Retirement System, shall be part of the New Hampshire Mandatory Retirement System.

ARTICLE XV - WORKSHOP DAYS/PROFESSIONAL LEAVE

A. All bargaining unit members shall be equally entitled to attend workshops or similar activities. The School Board shall allocate a reimbursement rate of $200.00 per support staff employee to cover the costs of workshop days. Provided, however, that the decision whether to grant permission to attend a particular workshop or program, and the evaluation of the usefulness of a particular workshop or program to the district shall be made by the superintendent and/or building principal at their sole discretion. Such a determination by the superintendent and/or building principal may include, but is not limited to, such factors as the time the workshop or program is offered, the subject matter covered, and the number of employees who will be permitted to attend.

B. Professional leave shall be granted, at the sole discretion of the superintendent, for the purpose of professional employee growth and for carrying out school functions. Examples of professional leave are school visitations, conferences that pertain to the employee's position, receiving a degree, and professional examinations. Such absences shall not exceed one (1) day in any school year unless, because of unusual circumstances, the superintendent and/or the School Board shall extend the period.

Reimbursement will be paid for the following expenses if incurred while taking professional leave:

Meals: Maximum $25 per day or the amount of the teachers' collective bargaining agreement, whichever is greater; receipted bills required; no liquor allowed.

Mileage: Current IRS mileage rate for any trip.
Trips over 500 mile radius: Reimbursement and mode of travel is determined by the participant and superintendent. Car-pooling will be encouraged.

Other Expenses: Allowable if a necessary prerequisite of the conference; receipt required.

Request for reimbursement: forms with receipted bills will be submitted to the building principal for approval, and then to the superintendent for payment, upon return from the conference.

ARTICLE XVI - REDUCTION IN FORCE (ALL UNITS)

Whenever it becomes necessary to lay-off employees or reduce the hours of employees for any reason by more than 5 hours, the procedure shall be as set forth in this article. The decision to lay-off, the determination of the service area in which lay-offs are to be made, and the number of employees who are to be laid-off, rests solely with the School Board and shall not be bargainable or grievable.

If one or more employees in a category receive comparable evaluations (not exact), then the employee with the least seniority will be laid-off. For purposes of this procedure, only the last three evaluations will be utilized. In cases where there is a wide discrepancy of ability based on evaluations, then the employee with the least favorable evaluations will be laid-off.

The order of lay-off in the district shall be in reverse order of seniority in each category. Categories shall be defined as listed in the Support Staff Hourly Rate Schedule. Paraprofessionals are subdivided into the following sub areas: classroom, special education, 1:1 aide, library, and computer room. Recognizing the specialization of employment, any necessary RIF within the category of paraprofessionals will be determined by seniority within the subdivided area (***paraprofessionals transferred between categories shall maintain their original hire date).***

Employees to be laid-off will be given written notice of lay-off no later than 45 days prior to the effective date of the lay-off. The school district shall notify the Association president whenever a lay-off within the support bargaining unit is contemplated.

Bargaining unit members laid off under the procedure above will be entitled to a recall period that lasts one year beyond November 1 following the date of layoff. An employee who refuses a job offer during the one-year recall period shall forfeit any right to further recalls. An employee who is laid off and recalled shall suffer no loss of seniority or benefit of employment due to the lay-off.

ARTICLE XVII- PROFESSIONAL COURSE REIMBURSEMENT

The School Board shall allocate a total of $15,000 per fiscal year to cover these costs for the entire bargaining unit, and, if these funds are insufficient to cover the costs, individual reimbursement to unit members shall be prorated. Initially the allocation shall be set at $3,750 each for the summer, fall, winter and spring terms. To qualify for reimbursement, the bargaining unit member must submit written application by the following dates: May 10 – Summer Term, August 10 – Fall Term, November 10 – Winter Term, January 10 – Spring Term. If there is a balance in the total account of $15,000 at the end of the fiscal year, prorated reimbursements authorized earlier will be supplemented up to the limit of the allocation. These funds may only be used for courses that lead to a teaching degree, certification under the Federal No Child Left Behind Act, or other activity approved by the building administrator.

If there is still a balance remaining after all courses have been reimbursed up to the full UNH rate per credit hour, then the remaining funds will be proportionally divided between those who are not yet fully reimbursed up to the full cost per credit.

ARTICLE XVIII - DISCIPLINARY ACTION

No employee shall be disciplined without receiving a supportive statement of fact for said disciplinary action. Information forming the basis for disciplinary action shall be available to the employee and his/her designee. Inasmuch as possible, a letter of warning will be sent to the employee before disciplinary action is to be taken. The employee shall be provided with an opportunity to read and sign the letter prior to placing it in his/her personnel file. His/her signature does not indicate that he/she agrees with it. The Association and the School Board agree that there are circumstances when no written warning or letter is necessary prior to disciplinary action being taken.

The employee shall have the opportunity to attach a letter of rebuttal to any written document being placed in their file.

ARTICLE XIX - OVERTIME

Any employee who is required by his/her supervisor to work beyond that employee's contractual agreement will receive payment for such hours. Any hours over 40 hours per week will be paid at time and a half. If an employee works on a holiday, they will be paid twice their normal hourly rate of pay.

ARTICLE XX - PAYROLL

All employees shall receive his/her paychecks biweekly during the term of their contract.

Any Unit B employee who so desires may receive their salary in twenty-six (26) equal paychecks. Employees selecting this option shall inform the administration of their choice when signing their contract.

ARTICLE XXI - VEHICLE COMPENSATION

Any employee required by his/her supervisor to use his/her personal vehicle in the course of his/her duties shall be reimbursed at the current rate set by the Internal Revenue Service.

ARTICLE XXII - CRITICISM OF PROFESSIONALS

The School Board and the Association agree that it is not in the best interest of employees to publicly embarrass or humiliate employees, administrators, School Board Members, or other school district personnel.

ARTICLE XXIII - POSTING OF JOB OPENING

Notice of any bargaining unit job opening will be posted in the official bulletin board in each school within five (5) school days of the date administration determines a job opening exists. The administration may also advertise open positions through any other means available at the same time.

Employees who desire to be considered for a posted job opening shall file a written letter of intent with the superintendent of schools within the deadline specified on the notice, which will serve as their application. Internal candidates who are working part-time are encouraged to apply for any full-time position.

Selection of a candidate shall be at the discretion of the superintendent. Such decision by the superintendent is not subject to the grievance procedures.

ARTICLE XXIV - EMPLOYEE EVALUATION

The parties recognize the importance and value of a procedure for assisting in evaluating the progress and success of both newly employed and experienced personnel for the purpose of improvement.

All employees shall receive written evaluation feedback at least once per year. In addition, a yearly evaluation summary report will be presented to all employees prior to April 30th by their immediate supervisor as delineated in the job description. This evaluation summary will be a compilation of previous reports, observations, and/or memoranda made by the supervisor.

All evaluations must be in written form with a copy to the employee and a copy to the employee's personnel folder. The supervisor must meet with the employee to discuss the evaluation and the employee must sign the evaluation to signify that it has been read. The employee will have the opportunity to attach comments to any evaluation report. Evaluations will describe strengths and areas to improve.

The summative evaluation report must have one of the following recommendations:
a) Recommended for continued employment with scheduled step increment.
b) Recommended for continued employment with no scheduled step increment.
c) Not recommended for continued employment.

If an employee does not receive a written summative evaluation by April 30th, then they will be recommended for continued employment with scheduled step increment. An employee receiving a (b) or (c) recommendation may request the superintendent to review the evaluation decision of the supervisor.

ARTICLE XXV - EMPLOYEE CATEGORIES AND STIPENDS

The following job classifications (and number of positions) are recognized in the salary schedule:

Administrative Assistants: Whitefield (1), Lancaster (1), WMRHS (2)
Secretaries
Maintenance (3)
Custodian I (5)
Custodian II (6)
Custodian III (3)
Paraprofessionals
Speech Assistants
Cafeteria Managers (3)
Cooks

These classifications are defined by job descriptions approved by the School Board.

The number of positions for administrative assistant, custodian II, and custodian III are fixed by this contract and promotion can only occur to an open slot.

Custodian I will be limited to steps zero through six on the salary schedule. Custodian II and III will be eligible for steps 7-12 and off step raises. Employees being promoted to a different level must be recommended by their supervisor, nominated by the superintendent and approved by the School Board. (Grandfather clause for employees hired prior to July 1, 2007: In 07-08, Custodian I positions will receive the increment or off step raise specified for 07-08, thereafter, they will not receive an increment or raise unless they are promoted to custodian II or the step 6 of the salary schedule exceeds their 07-08 salary.)

The WMRHS registrar and custodian IIIs will receive an additional stipend of $3,000 per year. (Phase in: Custodian IIIs at $2,000 for 07-08).

Custodians working the night shift will receive a differential of $.25 per hour.

WHITE MOUNTAINS REGIONAL SCHOOL DISTRICT

SALARY SCHEDULE

Support Staff

2012-2013

	HOURLY RATE										
					PARAPROFESSIONALS			CERTIFIED	NON-CERT SPEECH	CAFETERIA	
STEP	ADMIN ASSTS	SECRETARIES	MAINTENANCE	CUSTODIANS	BACHELOR'S	CERTIFIED	NON-CERT	SPEECH ASSTS	& COMP ASSTS	MANAGERS	COOKS
0	12.48	10.44	11.46	10.44	10.95	10.44	9.93	13.91	11.87	10.44	9.93
1	12.85	10.81	11.83	10.81	11.27	10.76	10.25	14.27	12.23	10.81	10.25
2	13.22	11.18	12.20	11.18	11.59	11.08	10.57	14.63	12.59	11.18	10.57
3	13.47	11.43	12.45	11.43	11.84	11.33	10.82	14.88	12.84	11.43	10.82
4	13.84	11.80	12.82	11.80	12.16	11.65	11.14	15.24	13.20	11.80	11.14
5	14.21	12.17	13.19	12.17	12.47	11.96	11.45	15.60	13.56	12.17	11.45
6	14.58	12.54	13.56	12.54	12.79	12.28	11.77	15.95	13.91	12.54	11.77
7	14.94	12.90	13.92	12.90	13.11	12.60	12.09	16.31	14.27	12.90	12.09
8	15.31	13.27	14.29	13.27	13.42	12.91	12.40	16.67	14.63	13.27	12.40
9	15.68	13.64	14.66	13.64	13.74	13.23	12.72	17.02	14.98	13.64	12.72
10	16.04	14.00	15.02	14.00	14.06	13.55	13.04	17.38	15.34	14.00	13.04
11	16.41	14.37	15.39	14.37	14.37	13.86	13.35			14.37	13.35
12	16.78	14.74	15.76	14.74	14.69	14.18	13.67			14.74	13.67

IOTES:

. Custodians working the night shift shall receive a differential of $.25 per hour.

. Newly hired employees shall be placed on step at the discretion of the superintendent.

. Off Step = 2%.