MASTER CONTRACT

Barnstead Educational Support Team
AFT-NH, AFT Local 6332, AFL-CIO

and

Barnstead School Board

July 1, 2014 – June 30, 2016

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ARTICLE 1
Definitions

1.1 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 "school" means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the Barnstead School District.

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

3. The term "Board" means the Barnstead School Board or any of its agents.

4. The term "Union" means the Barnstead Educational Support Team, AFT-NH, AFT Local #6332, AFL-CIO.

5. The term "Principal" means the individual contracted to be the responsible administrative head of the Barnstead Elementary School.

6. The term "Parties" means the Barnstead School Board and the Barnstead Educational Support Team.

7. Employee Categories:

   a. *Category #1*: Full-time personnel working minimum of eight hours per day (40 hours a week) for 52 weeks.

   b. *Category #2*: Personnel working a minimum of six hours daily (30 hours a week) for 180 days or more. Any employee employed during the 2009-2010 school year who is working at least 26 hours per week for at least 180 days and has been provided benefits as a Category #2 employee will continue to do so.

   c. *Category #3*: All other part-time personnel.

8. *Para I*: A professional who is certified or will become certified within one year from the date of hire by the NHDOE as a Para I.

9. *Para II :* A paraprofessional who is certified by the NHDOE as a Para II.

ARTICLE 2
Recognition

2.1 The Board recognizes the Barnstead Educational Support Team, AFT-NH, AFT Local # 6332, AFL-CIO for purposes of collective negotiations according to RSA 273-A as the exclusive representative of all full and part-time employees in the following classifications; paraprofessionals, Title I reading tutors, food service staff, custodians, secretary, receptionist/secretary, sped secretary, behavior planning supervisor, and office manager of the Barnstead School District as certified by the New Hampshire Public Employee Labor Relations Board decision number 2006-071.

2.2 New Positions
If any 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 per the guidelines of RSA 273-A .

ARTICLE 3
Jurisdiction and Authority of Board

3.1 It is understood and agreed that the Board retains all rights, responsibilities, and prerogatives not specifically modified by this Agreement.

ARTICLE 4
Union Rights

4.1 All employees shall have the right to full freedom of association and self organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Union or participation in any of its activities or exercise of individual rights under RSA 273-A.

4.2 The Union has the right to use the school building at reasonable hours for meetings, with advance request to the Principal/ Administration.

4.3 Representatives of the Union and their affiliates shall be permitted to transact Union business on school property at times that do not conflict with the school day schedule.

4.4 The Union and its representatives shall have the right to use school facilities and equipment, including computers, copy machines and other equipment at reasonable times, with advance request, when such equipment is not otherwise in use as specified by the Principal. The Union will assume the cost of consumable materials.

4.5 The Board agrees to provide space on existing bulletin boards in convenient places in each work area, to be used by the Union. The Union agrees to maintain such bulletin boards in a neat and orderly condition.

4.6 The Union shall be given sufficient time on the agenda of the beginning of the year staff meeting to explain Union activities. The Union shall be given one hour on the agenda of the beginning of the year staff meeting to explain Union activities either to all employees and/or new hires specifically. The Union shall also be provided at least a half-hour for the Union President or designee to meet with new employees during the school year.

4.7 The Union shall be credited with a sum total of three (3) days of paid leave per year to be used by employees who are officers or agents of the Union as determined by the Union President for the purpose of attending seminars, conventions and other union related business. Days may be utilized in half-day increments. The Principal will be notified within reasonable time prior to the commencement of such leave.

4.8 The Union President or designee shall be allowed to receive telephone calls and emails as reasonable during the work day.

4.9 Upon receipt of a standing request, the Union is entitled to a copy of School Board agendas and minutes which shall be made available by delivery to the attention of President, Barnstead Educational Support Team, Barnstead, NH.

4.10 The Board agrees to deduct Union dues in equal payments when properly notified by the Union by means of a signed authorization form (Appendix A) for each unit employee so desiring such deduction. Such deduction authorization will be continued each year thereafter unless notification is received from the employee in writing by the Board and the Union between June 1st and June 30th in any year. The Board also agrees to forward any and all such funds to the Treasurer of the Union on a monthly basis along with a record of such deductions.

ARTICLE 5
Negotiations Procedure

5.1 All collective bargaining shall be conducted between members of the School Board and/or its designees and designated representatives of the Union.

5.2 The Board will furnish the Union upon request such information as is needed to make reasonable proposals and such other information as will assist the Union in developing constructive proposals and programs on behalf of the Union.

5.3 All meetings with Board representatives for the purpose of negotiations shall be held at mutually agreeable times. Up to five (5) union representatives shall be granted release time with pay for negotiating on behalf of the Union during agreed upon bargaining sessions.

5.4 Personnel policies, practices and matters which affect mandatory subjects of bargaining shall not be changed or implemented without prior negotiations.

5.5 Any agreement reached shall be reduced in writing and be signed by the Board and the Union after ratification by the voters. A copy of the Agreement shall be filed with the New Hampshire Public Employee Labor Relations board within fourteen (14) days of the signing. The Union shall be responsible, within thirty (30) days of the signing, for publication of the Agreement in booklet form and distribution of the Agreement to the Union and providing requisite copies to the Board. The Board shall be responsible for providing copies of the Agreement to newly hired employees.

5.6 While terms of this agreement have been a product of good faith negotiations, both parties recognize the fact that funds negotiated in this agreement must be appropriated by the District. Any agreement reached which requires the expenditure of such funds for its implementation shall not be binding on the school board, unless and until the appropriations have been made by the voters of the District.

The School Board shall make a good faith effort to secure the funds necessary to implement said agreements. If the school board proposed budget for the implementation of this agreement is not approved, negotiations may be reopened.

ARTICLE 6
Employee Rights

6.1 An administrator may meet with an employee at any time to investigate an incident. The employee may have a Union representative present at any investigatory interview or any meeting where discipline or adverse evaluation may result. When a request for representation by an employee is made, no further action shall be taken with respect to the employee until such representative of the Union is present. No employee will be discharged or reduced in compensation without due process.

6.2 Discipline shall be administered in a fair, consistent and reasonable manner. Discipline shall be defined as discharge, non-renewal, or reprimand (oral or written). This standard does not apply to a probationary employee.

6.3 In the event of written warning, suspension, non-renewal or dismissal, the District will state in writing to the employee, the reasons for action taken. A copy of said disciplinary action shall be handed to or delivered to the employee within twenty-four (24) hours of the action or by the close of the next regularly scheduled business day, whichever shall occur later.

6.4 Each employee shall be entitled to access his/her personnel file at any time upon notice to the Superintendent or his/her designee. The employee may, if he/she wishes, have a representative of the Union accompany him/her during such review. Other examination of an employee's files shall be limited to qualified supervisory personnel

6.5 The employee shall have the right to make a response to any material contained in his/her personnel file, and such response shall be made part of said employee's file. Reproductions of such material may be made by hand or copying machine, if available. No material will be placed in an employee's personnel file without written notification to the employee. Complaints that are unsubstantiated shall not be put in an employee's personnel file.

6.6 An employee shall be notified of any complaint regarding that employee made to any member of the administration by a parent, student or other person. A complaint which may result in an addition to the employee's personnel file shall be promptly investigated within thirty (30) school days. The employee shall have an opportunity to respond in writing and all such responses shall be attached to all copies of any written complaints in all filed copies.

6.7 Evaluations shall be done in accordance with the Barnstead School District and B.E.S.T. Evaluation Plan (Appendix D). An evaluation committee with equal representation from the administration and union shall meet at least once annually to review the plan and recommend any changes to the plan to the parties.

ARTICLE 7
Probationary Period

7.1 The first ninety (90) calendar days of regular employment on an uninterrupted basis shall be the probationary period.

7.2 The District may terminate a newly hired person from employment within the probationary period. Terminations under this Article shall not be grievable.

ARTICLE 8
Work Day and Year

8.1 The work year for Category #2 and #3 employees shall be no more than 185 days and no less than 180 days. Required non-school work days shall be within one week of the beginning or end of the school year. In the event of a cancelled school day which is not made up by the District, or in the event of unanticipated early release or delayed opening, the employees shall suffer no loss in pay.

8.2 No employee or position shall have hours reduced for the purpose of making that employee or position ineligible for benefits.

8.3 The current practice regarding lunch and breaks shall remain in effect. Duties shall be assigned on an equitable and fair basis in terms of number and nature of assignments.

8.4 All employees shall be granted the following holidays, to be taken on the day observed by the District, with pay. Employees shall receive the employee's regular daily rate of pay.

Category #1 Employees:

New Year's Day
Columbus Day
Civil Right's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Category #2 and #3 Employees:

Civil Right's Day
Thanksgiving Day
Christmas Day
Memorial Day
Veteran's Day
Day after Thanksgiving

8.5 Supervisors shall meet with the employee not later than May 15th to discuss the employee's current assignment and anticipated assignment for the upcoming year.

8.6 Paraprofessionals shall be notified no later than June 1st of their specific assignment for the upcoming year on the Intent to Re-Employ Form. (Appendix B) Specific assignment means the grade level, child (for 1:1's) and teacher. All employees will have their supervisor(s) designated by the

employer within their individual contracts upon the issuance of the contracts.

The District shall have the right to change the specific assignment after June 1st if necessary to meet the District's unanticipated or unforeseeable needs and the unanticipated or unforeseeable needs of its students. If a change is necessary, the employee will be notified as soon as possible and there shall be a meeting between the Union, affected paraprofessional and Administration at which time the Administration shall explain the unanticipated and unforeseen needs triggering the need for a change in assignment.

8.7 The Administration shall be responsible for arranging for coverage for employees and for duties assigned to employees when they are on an excused absence or attending to other required responsibilities such as attendance on field trips.

ARTICLE 9
Working Conditions

9.1 The employer shall follow NH Department of Labor standards and the OSHA standards.

9.2 Employees shall not be required to use personal equipment on school premises.

9.3 No employee shall be required to dispense or administer medication or provide treatment to a student unless they have received the necessary training and have received certification, if applicable, or other documentation of the training.

ARTICLE 10
Vacancies, Transfers and Promotions

10.1 A vacancy shall be defined as any newly created position or a present position that is not filled within the District. There will be a job description for each position.

10.2 Posting of Positions

As soon as a vacancy exists within the District, the superintendent will post notice of the vacancy in each work location. Additionally, notification will be given to the President of the Union, or his/her designee.

This vacancy notice will include the job title and the requirements for the position. Posting of positions will remain on display for at least five work days.

Current employees may request a transfer to said position. Employees from within the unit who are qualified and apply in accordance with the terms of a posting shall be considered and given an opportunity to interview for the vacancy.

10.3 Involuntary transfers of employees will be minimized and avoided if possible although it shall be the ultimate decision of the superintendent who shall establish both staffing levels and placement of personnel. Prior to making any involuntary transfers, the employee's qualifications and professional development goals shall be considered.

ARTICLE 11
Compensation

11.1 The basic compensation of each employee shall be as set forth in Appendix C. School year employees shall have the option to be paid in twenty-three (23) or twenty-six (26) equal payments beginning with the first scheduled pay period following their start date. If the Department of Labor should rule that this pay practice is a violation of NH wage and hour laws, the Union will cooperate with the District to change this pay practice in order to avoid the imposition of penalties or assessments.

11.2 Newly hired employees shall be placed on the compensation schedule in Appendix C based on directly applicable experience, provided that no new employee will be paid more than an existing employee with equivalent years of experience. Employees will advance one step on the salary schedule effective July 1 of each year of this Agreement. In order to advance a step an employee must have worked at least one half (1/2) of the previous work year. Use of paid leave will count as time worked for purposes of this article only. Employees who have been at the top step of the schedule for one year or more will receive a 3% increase in their base pay effective July 1 of each year of this Agreement and in addition will receive the same COLA adjustment as other employees effective July 1, 2015.

11.3 Time and one half will be paid for all hours authorized by the administration and worked over forty (40) hours in one week.

11.4 Employees will be eligible to apply for reimbursement for courses, workshops or seminars that will enhance their knowledge and skills for their current positions. Requests for approval shall be made in advancement of a class, workshop or seminar to the appropriate administrator. Approval may not be unreasonably denied. Reimbursement shall be made upon the provision of evidence of successful completion of the course, workshop or seminar. The Board shall establish an account in the amount of $1,750 per contract year to finance this reimbursement program. Funds will be made available on a first-come, first-serve basis based upon the date of approval.

11.5 Employees having completed fifteen (15) years of consecutive service to the Barnstead School District shall receive an annual longevity amount, based on the chart below, on or before December 1st. For purposes of longevity payment, years of service are calculated as of June 30th of each year.

Employee Category	#1	#2	#3
Longevity Amount	$1200	$1100	$900

11.6 Paraprofessionals who are required to provide substitute coverage for a full day for teachers shall receive his/her regular rate of pay or the substitute teacher's rate of pay, whichever is greater.

11.7 Employees who are required by their supervisor to use private automobiles for school-related business shall be reimbursed at the current IRS mileage rate.

11.8 Notwithstanding any other provision in this Agreement, the separation pay made to an employee upon termination, resignation or retirement will be divided into two separate lump sum payments in the event the School District would be penalized under any provision of RSA 100-A. The first lump sum payment shall be due and payable in July following the date of retirement, and shall equal the maximum portion of the separation payment that will not result in the New Hampshire Retirement System assessing the School District for "spiking". The second lump sum payment shall be due and payable at least 121 days after the employee's retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the separation benefit that was not paid in the first lump sum.

ARTICLE 12
Benefits

12.1 Medical Insurance:

The Board shall provide a health benefit plan for employees of the bargaining unit who have completed the probationary period as defined in Section 7.1. The schedule of benefits will be substantially comparable to the medical and hospital benefits presently currently offered by NHMA Health Trust:

BC3T5RDR-R$3/15M$1
MTB10-R$3/15M$1

12.2 For Category #1 employees, the District shall pay ninety percent (90%) of the premium cost of the MTB single plan or eighty-five percent (85%) of the premium cost of the MTB two person or family plan. The employee shall be responsible for the remainder through payroll deductions.

12.3 For Category #2 employees, the District shall pay eighty-five percent (85%) of the MTB single plan. The employee shall be responsible for the remainder through payroll deductions. If the employee elects two-person or family coverage, he/she will be responsible for the additional premium until he/she meets eligibility for District contribution as follows:

For Category #2 employees employed by the District prior to July 1, 2014 who have worked for the District for more than three (3) years with less than a break of two years of service provided the break was an approved leave of absence with a stated intention to return on an approximate date, the District shall pay seventy-five (75%) of the premium cost of the MTB two-person or family plan. The employee shall be responsible for the remainder through payroll deductions.

Category #2 employees employed by the District on or after July 1, 2014 who have worked for the District for five (5) or more years with less than a two (2) year break in service, provided the break in service was an approved leave of absence with a stated intention to return on an approximate date, the District shall pay seventy-five percent (75%) of the cost of the MTB two-person or family plan. The employee shall be responsible for any additional premium through payroll deduction.

12.4 Category #3 employees shall be entitled to enroll in the district medical insurance *at their own expense* and subject to the insurer's permission provided the employee pays the premium to the district by the tenth (10^{th}) of the month prior to the month of coverage. This coverage will be provided as long as inclusion of the Category #3 employee's participation in the group does not jeopardize health insurance coverage for any Barnstead School District and/or SAU #86 employees based on LGC participation requirements. The Union shall be informed in advance of any issues regarding continued participation of Category #3 employees.

12.5 The District shall contribute $1,000 annually to the LGC Health Care Flexible Spending Account (FSA) to non-probationary employees who do not qualify for employer contributions to health insurance. Upon completion of probationary period, a pro-rated amount shall be contributed to the employee's account. Employees may contribute an additional $500 to this account. Any portion of this account not spent by the employee on an annual basis will be forfeited by the employee except however the district will exercise the option available under the plan for the extended reimbursement deadline. Should an employee terminate employment with the District, benefit costs will only be covered through the date of termination.

12.6 For insurance eligibility, the employee's date of hire shall be utilized. The District shall note the date that an employee becomes eligible for insurance on his/her appointment letter.

12.7 The District shall maintain the Section 125 plan.

12.8 Employees who are eligible for employer contributions to health insurance and who show proof of otherwise being covered by a health insurance plan will be eligible for compensation in lieu of the District's health plan. Category #1 employees receive $1,500. Category #2 employees shall receive $1,000. The compensation will be pro-rated and added to each pay check.

12.9 Employees who waive their entitlement to District health insurance and then have a qualifying event that requires them to access the District's plan shall reimburse the District on a pro rata basis.

12.10 The Union and the Board agree to form a committee to evaluate health coverage options which provide appropriate health coverage for the District's employees and that are as cost effective as possible.

The Committee shall be comprised of 6 members, three (3) appointed by the Board and three (3) appointed by the Union.

The Committee shall meet as frequently as it deems necessary to evaluate health coverage options available to the District and to make a recommendation to the parties' negotiating committees whether or not the current health care coverage selected by the District should be modified. Said recommendation shall be made on or before December 1st of each year of the contract.

In the event the recommendation of the Committee is approved by the Board, Union Membership and the Negotiating Committees and, to the extent necessary, is adopted by the voters of the District, the parties herein agree to modify this collective bargaining agreement as soon as possible.

12.11 Dental Insurance: The Board shall provide at no cost to an employee who is qualified for employer contributions to the District's health insurance plan, a single person plan for the Health Trust Dental Plan Option 1A. The employee shall have the option to purchase the two-person or family plan at the employee's expense. This contribution is required by the Health Trust.

12.12 The District agrees to make available, at the employee's own expense, AFLAC insurance programs.

12.13 Employees working 35 hours per week shall participate in the NH Retirement System.

ARTICLE 13
Leaves

13.1 Employees will have paid sick leave days per year which may be used for the illness or injury of the employee or members of the employee's immediate family. Category #1 and #2 employees shall be allowed to accumulate sick leave to sixty (60) days. Category #3 employees shall be allowed to accumulate sick leave to twenty (20) days. Category #3 employees may use up to two (2) days a year of sick leave for non-medical emergency purposes.

Sick days will be earned at the rate of one day per month. Employees may have immediate access to sick days earned or eligible to be earned for the current year, but if terminated or resigns before they have accumulated the adequate number of days that were used, days not accumulated but taken will be deducted from their final pay.

13.2 Any employee on sick leave is entitled to the benefits that they would have if not on sick leave. The Board at its sole discretion may extend paid sick leave benefits beyond the employee's accumulated days if an unusual circumstance exists.

13.3 Paid personal leave shall be granted for employees for matters which require absence during assigned school hours. Category #1 employees shall be granted four (4) days per year. Category #2 employees shall be granted two (2) days per year. Application to the employee's principal or other immediate supervisor shall be made at least twenty-four (24) hours in advance except in case of emergencies. The applicant shall not be required to state the reasons for taking such leaves.

13.4 Each employee will be entitled to three (3) days leave at full salary in the event of the death of an employee's immediate family member which includes but not limited to spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandparent or other significant individual if approved by the Administration. The administration may at its discretion grant additional days.

13.5 Eligible Employees will be entitled to benefits as provided in the Family and Medical Leave Act of 1993, PL 103-3, and any subsequent amendments. A full copy of FMLA will be available in each building.

13.6 All unpaid leaves of absence without pay must be requested in writing to the Superintendent prior to the leave being taken. The Superintendent, at his sole discretion, may grant unpaid leave based on the individual merits of the request and the needs of the District. Employees who take unpaid leave without permission may be subject to appropriate disciplinary measures.

13.7 13.7 Category #1 employees shall accrue vacation benefits based on the following years of service:

1-4 years	.833 days per month cumulative to 10 days
5-9 years	1.25 days per month cumulative to 15 days
10+ years	1.667 days per month cumulative to 20 days

Vacation may be utilized after six (6) month of employment. Requests for vacation time must be made to the employee's principal or immediate supervisor in advance and must be approved. Such approval shall not be unreasonably withheld.

Employees who move from Category #2 or #3 to Category #1 will be credited with accrued service, pro-rated accordingly, to the district in order to determine vacation accrual amount.

13.8 Catastrophic Sick Leave Bank

13.8.1 The Board agrees to establish a sick leave bank to cover bargaining unit members in the event of a catastrophic illness or disability. A catastrophic illness or disability is a severe condition or combination of conditions affecting the mental or physical health of the employee that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to be placed in an unpaid leave status. Such conditions typically require in-patient hospitalization or are expected to result in disability or death.

The sick leave bank shall be administered by a committee composed of two (2) bargaining unit members appointed by the Union and two (2) members appointed by the School Board and/or Administration, hereinafter called the Sick Bank Review Committee.

13.8.2 The sick bank rotation list shall consist of names placed in the order employees first join the bank. New enrollees, after contributing one day, are added to the bottom of the list. New enrollees who join the bank on the same day shall be placed on the list in alphabetical order.

13.8.3 To join the sick leave bank, a bargaining unit member must sign a Sick Bank Membership Form by September 15th of each year and shall donate one (1) day from the days he/she receives in a one-year period to be deposited in said bank, such day to be deducted from the member's annual sick leave in the second pay period in October. The Sick Bank Review Committee will provide the SAU office with a copy of all membership forms as well as the current rotation list by October 1st.

The days in the bank may accumulate up to ninety (90) days. When the bank reaches the maximum accumulation only new enrollees need to contribute to the bank. These days in excess of the maximum shall be

placed in reserve. Up to thirty (30) days left in reserve at the end of the school year shall be allowed to exceed the maximum accumulation for the following contract year at the end of which the excess days shall be lost if not used. They shall neither continue to be held in reserve nor restored to the enrollee.

13.8.4 A member becomes eligible to request benefits from the sick leave bank if suffering from a catastrophic illness or disability provided he/she has exhausted all of his/her accrued sick leave. Said member may request up to twenty (20) days per school year.

13.8.5 The request to use the sick leave bank shall be submitted in writing with supportive medical documentation to the Sick Bank Review Committee. The committee will determine whether or not, in its judgment, the member qualifies to use the sick leave bank. If a majority of the Sick Bank Review Committee has determined that the member qualifies to use the sick bank, it will submit its findings and recommendation to the Superintendent, who will release the days for use by the member. The decisions of the Sick Bank Review Committee shall be final and shall not be subject to the grievance procedures contained in Article 15.

13.8.6 When the days are drawn on the Sick Bank, the sick days held in reserve shall be used to restore the Sick Bank to its maximum of ninety (90) days. If the bank falls below the maximum accumulation, participants must contribute one of their sick days in second pay period in October. Those days will be held to replenish the Sick Bank at the close of the school year in June, beginning with the top of the rotation list, until the Sick Bank is restored to the maximum allowed. Those contributing individuals will then be placed at the bottom of the rotation list. An accounting of the sick bank accrued and used days will be sent to the SAU office no later than June 1st of each year.

ARTICLE 14
Extended Leaves of Absence

14.1 In addition to any FMLA leave to which an employee may be entitled, an employee shall be granted child-rearing/maternity leave without pay upon the birth or adoption of a child upon written request to the Administration given at least sixty (60) days prior to the anticipated birth/adoption date. An employee on leave shall return at the beginning of a school year, provided that the total leave, including any FMLA leave, does not exceed 20 months. An employee may return to work earlier than the start of the school year at the discretion of the School Board.

During the time that an employee is on such unpaid leave, the employee shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the employee except as otherwise provided by FMLA. Employees shall not accrue service creditable for pay, benefits, or seniority during such leave.

14.2 Employees who are called for jury duty or who are in the military reserve and who are called to active duty in the United States military services which cannot be postponed or deferred, will be compensated for such absence from their contract duty to the District to the extent that the District will pay, during their contract, the difference between their per diem contract salary and their per diem jury or military pay for a period not to exceed one month.

14.3 All benefits to which an employee was entitled at the time of leave of absence commenced including unused, accrued sick leave will be restored to that employee upon return. Subject to Article 11.2, whenever an employee has worked more than one-half their contracted work year that employee shall be moved to the next step on the salary schedule. Any employee on an unpaid leave may opt to continue, at his/her expense, benefits under Article 12 of the Agreement.

ARTICLE 15
Grievance Procedure

15.1 It is the intent of the parties that grievances be settled at the lowest step possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

15.2 Nothing contained in this Article shall diminish the right of any employee covered hereunder to present his/her own grievance to the Board, provided that the resolution is not inconsistent with the terms and conditions of this Agreement. If an employee declines representation by the Union, he/she shall do so in writing.

15.3 A grievance is a complaint by an employee, group of employees, or the Union that there has been a violation or misinterpretation of any provision of this Agreement.

Statement of Grievance

15.4 Each formal statement of a grievance must contain the question(s) at issue, a statement of facts, and the article(s) of this Agreement which allegedly is (are) being violated, the relief requested, the name of the authorized Union Representative, and the signature of the aggrieved party(s).

15.5 All grievances beyond the school level must be transmitted by U.S. postal service, certified mail, return receipt requested or hand delivered also with a receipt signed by the receiver.

15.6 Hearings held under this procedure shall be conducted at a time and place which affords reasonable opportunity for all persons (including witnesses) who are required to attend. If an employee is required to

participate in any discussion, conference, or hearing related to a grievance during the employee's workday; the employee shall suffer no loss of pay.

15.7 The parties may upon written mutual agreement extend all deadlines.

15.8 Upon the failure of the board to meet the time limits as prescribed in the Article, the grievance shall be advanced to the next higher level. Failure at any level of the procedure to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

15.9 As used herein, "days" shall mean school days during the school year. During the summer or other vacations, "days" shall mean Monday through Friday, excluding holidays.

Grievance Procedure

15.10 Within twenty (20) days of the alleged violation or the grievant's knowledge of said violation, the grievant(s) and his/her representative shall submit in writing a formal statement of the complaint to the grievant's immediate supervisor. The supervisor, upon receipt of the complaint, shall hold a meeting within five (5) days. The Supervisor shall give his/her answer within five (5) days of the meeting.

15.11 Step 1
If the grievant(s) is not satisfied with the decision rendered at the informal step, he/she shall appeal the grievance in writing with the Superintendent within ten (10) days. Upon receipt of the grievance, the Superintendent shall hold a meeting with the grievant(s) within ten (10) days. The Superintendent or his/her designee shall provide the grievant(s) and the Union a written disposition of the decision within ten (10) days of the Step 1 meeting.

15.12 Step 2
If the grievant(s) is not satisfied with the decision rendered at Step 1, he/she may appeal the grievance to the Board within ten (10) days. Upon receiving the appeal, the Board shall hold a meeting within ten (10) days. The Board shall render a written decision within ten (10) days of the hearing.

15.13 Step 3
If not satisfied with the decision rendered by the Board at Step 2, the matter may be appealed to arbitration by the Union or the grievant within ten (10) days of the step 2 decision. If the Board and the Union are unable to mutually agree to an arbitrator, the parties may apply to the NH Public Employee Labor Relations Board to name an arbitrator under its rules and procedures. The decision of the arbitrator shall be

binding upon the parties. The arbitrator shall not have the power to add to, subtract from, or modify any provisions of this Agreement.

The expense and salary incident to the service of the arbitrator shall be shared equally by the Board and the grievant.

15.14 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing a grievance.

15.15 All documents relating to a grievance shall be filed separately from the employee's personnel file.

ARTICLE 16
Seniority and Reduction in Force

16.1 An employee's seniority date shall be the last date the employee entered the district. The seniority date shall be adjusted for days, weeks, months, and years of uncompensated absences. Each year on or about December 1st the District shall post a seniority list and provide a copy to the Union. Any objections to the seniority list shall be made within thirty (30) days of the posting or shall be deemed waived. Ties in seniority shall be decided by lottery. A break in service of less than two (2) years and a day, provided the break in service was an approved leave of absence with a stated intention to return on an approximate date, shall not cause an employee to lose seniority prior to the break in service.

16.2 Whenever it becomes necessary to decrease the number of the bargaining unit or eliminate a position or program, the Board will layoff in the order of seniority within classification and retain the most senior employee provided he/she is qualified for the position and provided all employees within the classification have received "Meets Expectations" or "Exceeds Expectations" on their most recent performance evaluation. If any employee within the classification has received two consecutive annual evaluations with any ranking of "Needs Improvement", that employee shall be laid off first. An employee selected for layoff because of a "Needs Improvement" rating will not be entitled to recall under 16.3.

Classifications for purposes of this section are as follows:
1) custodian, 2) paraprofessional, 3) food service, 4) office manager, 5) secretary/receptionist, and 6) behavior planning supervisor.

16.3 Recall of employees in the bargaining unit who are laid off shall be made on the basis of greatest seniority within classification. An employee laid off may be offered any vacant position for which he/she is qualified within his/her classification. The right to recall shall terminate 15 months following the last date of work.

16.4 Retention of Seniority: An employee who is laid off and recalled within 15 months of the date of layoff shall regain the seniority he/she had before he/she was laid off.

ARTICLE 17
Conformity to Law and Savings Clause

17.1 If any article or part of this Agreement is held to be invalid by operation of law, the remainder of the Agreement shall not be affected and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the invalid article or part, if possible.

ARTICLE 18
Duration

The provisions of this Agreement will be in effect from July 1, 2014 until June 30, 2016. Either party to this Agreement may initiate negotiations for a successor Agreement by notifying the other no later than September 1, 2015.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this date.

Barnstead School Board

Dated: 5/27/14

Barnstead Educational Support Staff
AFT-NH, AFT Local #6332, AFL-CIO

Dated: 6/5/2014

APPENDIX A
Dues Deduction Authorization

Effective with the date of the collective bargaining agreement, I hereby request and authorize you to deduct union dues in the amount established by the Barnstead Educational Support Team, AFT Local #6332, AFT-NH, AFL-CIO in equal gross installments. The amount shall be paid to the TREASURER of the Barnstead Educational Support Staff, AFT Local #6332, AFT-NH, AFL-CIO and represents payment for my union dues. I may terminate deductions between June 1st and June 30th of any year or by termination of my employment.

NAME
(print)_____DATE:_____

ADDRESS:_____
CITY_____STATE_____ZIPCODE_____
HOME PHONE:_____
POSITION:_____
SCHOOL:_____
EMAIL:_____

SIGNATURE:_____DATE:_____

Please return this form to the BEST Treasurer.

APPENDIX B
NOTICE OF INTENT TO RE-EMPLOY AND CONTRACT

DATE: (On or before June 1st)

Dear_____:

This letter is to be considered as your contract and intent to return to your position as (XXXXX) at (XXXX school) for the (XXXXXX) school year. You are assigned as follows: (grade level, teacher and child, if applicable XXXXXXXXXXXXXXXX)

Your immediate supervisor for the 200X-200X school year is _____ _____. This supervisor shall oversee your work on a daily basis and provide feedback to the _____ who will conduct the formal evaluation. The _____will complete the performance evaluation in consultation with a Building Administrator.

Please note that failure to return this signed notice to the Office of the Superintendent on or before June 15th will place your position as vacant. Your position will not be held and your insurance benefits will terminate effective July 1st.

You will become eligible for health insurance on_____.

The District pays insurance premiums for July and August in June, therefore if you are signing that you will be returning to work and decide to resign prior to the beginning of the (XXXXX) school year, you will be held responsible to reimburse the School District for all insurance benefits paid. This requirement can be waived at the sole discretion of the Superintendent of Schools and the School Board for exigent circumstances.

Sincerely,

Superintendent of Schools

I will be returning to my position as (XXXXX) at the (XXXXX) school for the (XXXX) school year.

_____

Signature of Employee

I have decided not to return to my position as (XXXX) at the (XXXX) school for the (XXXX-XXXX) school year.

_____

Signature of Employee

Appendix C
Wage Schedules for 2014-2016

2014-2015	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	*STEP*	STEP
0%	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
FOOD SERVICE 1	$9.16	$9.43	$9.71	$10.00	$10.30	$10.61	$10.93	$11.26	$11.60	$11.95	$12.30	$12.67	$13.05	$13.45	$13.85	$14.26	$14.55	$14.77
COOK CUSTODIAN	$9.52	$9.80	$10.10	$10.40	$10.71	$11.03	$11.36	$11.70	$12.05	$12.42	$12.79	$13.17	$13.57	$13.97	$14.39	$14.83	$15.13	$15.36
SEC/RECEPTIONIST PARA 1	$9.46	$9.75	$10.04	$10.34	$10.65	$10.97	$11.30	$11.64	$11.99	$12.35	$12.72	$13.10	$13.49	$13.90	$14.31	$14.74	$15.03	$15.26
ADMIN ASST PARA 2	$9.92	$10.22	$10.52	$10.84	$11.16	$11.50	$11.84	$12.20	$12.57	$12.94	$13.33	$13.73	$14.14	$14.57	$15.00	$15.45	$15.76	$16.00
OFFICE MANAGER	$10.82	$11.18	$11.51	$11.86	$12.22	$12.56	$12.96	$13.35	$13.75	$14.16	$14.59	$15.02	$15.47	$15.94	$16.42	$16.91	$17.25	$17.51
BEH PLANNING SUPERVISOR	***See note***																	

2015-2016	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	*STEP*	STEP
1%	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
FOOD SERVICE 1	$9.25	$9.52	$9.81	$10.10	$10.40	$10.72	$11.04	$11.37	$11.72	$12.07	$12.42	$12.80	$13.18	$13.58	$13.99	$14.40	$14.70	$14.92
COOK CUSTODIAN	$9.62	$9.90	$10.20	$10.50	$10.82	$11.14	$11.47	$11.82	$12.17	$12.54	$12.92	$13.30	$13.71	$14.11	$14.53	$14.98	$15.28	$15.51
SEC/RECEPTIONIST PARA 1	$9.55	$9.85	$10.14	$10.44	$10.76	$11.08	$11.41	$11.76	$12.11	$12.47	$12.85	$13.23	$13.62	$14.04	$14.45	$14.89	$15.18	$15.41
ADMIN ASST PARA 2	$10.02	$10.32	$10.63	$10.95	$11.27	$11.62	$11.96	$12.32	$12.70	$13.07	$13.46	$13.87	$14.28	$14.72	$15.15	$15.60	$15.92	$16.16
OFFICE MANAGER	$10.93	$11.29	$11.63	$11.98	$12.34	$12.69	$13.09	$13.48	$13.89	$14.30	$14.74	$15.17	$15.62	$16.10	$16.58	$17.08	$17.42	$17.69
BEH PLANNING SUPERVISOR	***See note***																	

Note: 2014-15: Employees off the schedule or having been on top step for one year shall receive 3%.

2015-2016: Employees off the schedule or having been on top step for one year shall receive 3% and the additional 1% applied to the salary schedule.

Appendix D

Barnstead School District
And
Barnstead Educational Support Staff

Support Staff Performance Evaluation Plan

Performance Evaluation Plan

POSITION STATEMENT

The primary function of an evaluation is employee development. When used effectively, the performance evaluation can provide accurate and timely feedback on past performance, significantly enhance employee performance and satisfaction, and offer feedback to employees on how to improve. These evaluations support and provide documentation for personnel actions.

The purpose of the performance evaluation is to achieve the following objectives:

- To encourage open and on-going communication between supervisors and employees.
- To identify employees' strengths and developmental needs for their current (and future) positions and assignments.
- To provide timely and accurate feedback to employees concerning job performance in relation to the established job descriptions.
- To provide a fair and consistent method for evaluating performance.

Job descriptions are approved and revised as necessary by the Barnstead School Board after consultation with the Union.

The evaluation plan is comprised of three (3) tracks that differentiate among newly hired employees, continuing contract employees and those support staff in need of assistance and/or improvement.

The basis of the system is as follows:

Track 1: First year employees who will receive more frequent observation and evaluation as determined by the administration;

Track 2: Continuing contract employees who have received a satisfactory evaluation in the preceding year and will receive annual evaluations;

Track 3: Employees who have been identified as in need of improvement and assistance and have experienced difficulty in meeting the requirements of their job and who will receive more frequent evaluation based on their improvement plan.

EVALUATION PROCESS

1. Dissemination of the Plan

   - All employees will be provided with a copy of the evaluation plan and their job description.
   - New employees will receive a copy of the Performance Evaluation Plan and job description upon hiring.
   - Employees will receive a written identification of their immediate supervisor and evaluator upon hire or with their intent to re-employ.

   Note: Immediate supervisors and/or evaluators may be subject to change during the contracted year; employees will be notified in writing regarding the change of supervisor.

2. Process for Completing the Evaluation

   - Formal evaluations shall be completed on or before May 1st of each year. The evaluator shall schedule a meeting with the employee to discuss the evaluation, the employee's professional development and the employee's current assignment as well as possible assignment for the upcoming year. Track 3 employees shall have an additional meeting scheduled on or before September 30th in order to review the employee's improvement plan and performance issues.

   - Formal evaluations for para-educators shall be based on at least one (1) classroom observation per year by the evaluator.

   - Track 1 employees shall be evaluated at least once within the first sixty (60) days of employment. During the first year of employment, Track 1 para-educators may receive more frequent classroom observations and evaluations, as determined by the evaluator, prior to a formal evaluation. Other Track 1 employees may also receive more frequent evaluations as determined by the evaluator.

   - Track 2 employees shall be observed at least once annually. If the administrator determines there are concerns with an employee during the school year, the employee shall be notified in writing of the concerns and the recommendations to improve. Notification of such concerns may trigger additional evaluations or observations.

   - Track 3 para-educators shall be observed in the classroom at least once during the school year, or on such frequency as may be determined in the employee's improvement plan. A mid-year evaluation shall be completed on or before February 1st for all Track 3 employees which shall include an assessment of an employee's progress on the improvement plan.

- A post-observation meeting will be held between the evaluator and the employee within a reasonable time period after an observation. If any concerns are cited in the observation, another observation will be conducted by the evaluator prior to the next formal evaluation.

- The evaluator may gather input from personnel in daily contact with the employee. Feedback which addresses an area of concern shall be addressed with the employee by the evaluator in a reasonable time after learning of such concerns. All feedback utilized as the basis for an evaluation shall be attributable to the person providing the input. Anonymous reports shall not be used in an evaluation.

3. Evaluation Form

Evaluation and observation forms to be utilized by the Administration in any given contract year shall be provided to Union on or before June 1st of the preceding year. The Union and Administration shall make a good faith effort to address concerns about the form utilized. The Administration shall conduct evaluations on a form which contains the following components:

A. Identifying Information

The top of the form shall include information required for identification: name of employee, position, current assignment, track number and school year covered by the evaluation. The employee's job description shall be attached to the evaluation form.

B. Evaluation Standards

Three levels of performance are defined:

E – Exceeds Expectations (Performs at a level above expectations)
M – Meets Expectations (Performs at a level that meets expectations)
NI– Needs Improvement (Performs at a level below expectations)

C. Performance Indicators

Every job category contains essential performance responsibilities listed as key indicators. Employees shall be evaluated based on their essential responsibilities as contained in the job descriptions and specific assignment. Specific comments will be provided on the forms if an employee (E) Exceeds Expectations or (NI) Needs Improvement.

D. Evaluator's Summative Comments

The supervisor performing the evaluation completes this section. Its purpose is to explain and clarify the employee's overall performance. The summary is an

opportunity to note the employee's awards and accomplishments and to note any concerns.

E. Plan for Growth

In this section, the supervisor evaluates potential for professional growth and other plans and actions as suggested by the evaluation. If an **NI** is indicated, this section must address a plan to improve the employee's performance. The employee's input for an improvement plan shall be solicited. An improvement plan shall provide specific timeframes for expectations regarding improvement in designated areas.

F. Employee's Response

The employee can write his/her comments on the evaluation or attach a separate sheet. If an employee believes they have been unfairly evaluated, the employee may request a meeting with the principal and/or superintendent to discuss the evaluation.