

**MASTER AGREEMENT**  
**BY AND BETWEEN**  
**THE**  
**BEDFORD EDUCATION SUPPORT STAFF ASSOCIATION, NEA/N.H.**  
**AND THE**  
**BEDFORD SCHOOL BOARD**

July 1, 2023 through June 30, 2026

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**PREAMBLE**

THIS AGREEMENT made and entered into on this 29<sup>th</sup> day of March, 2023, by and between the Bedford School Board, hereinafter referred to as "Board" or the "Employer" and the Bedford Education Support Staff Association, NEA/N.H., hereinafter referred to as the "Association."

## ARTICLE 1

### RECOGNITION

- 1.1 The Board recognizes the Bedford Education Support Staff Association, NEA-New Hampshire as having been certified by the New Hampshire Public Employee Labor Relations Board pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all Custodians and Maintenance personnel. Excluded: Director of Maintenance & Assistant Director of Maintenance.
- 1.2 The School Board agrees to negotiate according to RSA 273-A.
- 1.3 The Association agrees to represent all employees in the unit described above without regard to memberships.
- 1.4 The Bedford School Board agrees that it will not discriminate in its employment practices against any member of the bargaining unit based on Association membership or activity in the Association.
- 1.5 Unless otherwise indicated, the term "Employee" when used hereinafter shall refer to all members of the above-defined bargaining unit.

## ARTICLE 2

### MANAGEMENT CLAUSE

- 2.1 Except as specifically limited by the terms of this Agreement, or State or Federal laws, the management of the Bedford School District in all its phases and details shall remain vested exclusively in the Board and its designated agents.
- 2.2 The parties agree that the Association may not specifically cite this Article as being violated under the Grievance Procedure, Article 7 Section 1. This language, however, shall not be interpreted to further limit the right to grieve other provisions of this Collective Bargaining Agreement.

**ARTICLE 3**

**INTERFERENCE WITH SCHOOL DISTRICT OPERATIONS**

Should any employee or group of employees engage in any form of job action prohibited by RSA 273-A, the Association will cooperate with the Board to bring it to a halt.

## ARTICLE 4

### ASSOCIATION RIGHTS AND SECURITY

- 4.1 The Employer shall provide a bulletin board within each school for the posting of Association announcements, notices, or other matters of business. Such notices or announcements shall not contain material derogatory to the school system, the employer, or the employees. The parties agree that all material placed on the bulletin boards should be provided to the building administrator prior to or at the same time as the posting. The Association shall also have the right to use existing mailboxes to distribute Association material to members of the bargaining unit.
- 4.2 Upon request to the building principal, the Association shall be granted permission to use District facilities which are otherwise available to the public, provided such use does not interfere with District operations.
- 4.3 When it is necessary for Association officials to meet with bargaining unit employees during working hours, the Association shall first contact the Superintendent to schedule such a meeting. Such requests shall not be unreasonably denied, provided meetings do not interfere with the efficient and orderly operation of the District.
- 4.4 If requested by a member of the bargaining unit, a representative of the Association may represent the employee in the investigation and presentation of grievances to the employer. However, the aggrieved employee must also be present at any grievance meetings or hearings, unless he/she is unable to attend due to medical or emergency reasons. Association representatives shall be allowed a reasonable opportunity to investigate and present grievances during work hours without loss of compensation or benefits.
- 4.5 Upon request, the District agrees to provide to the Association the names and addresses of new employees in the bargaining unit and any changes in address of existing employees in the bargaining unit. It is the responsibility of employees to notify the Superintendent of any address change.

## ARTICLE 5

### PAYROLL DEDUCTIONS

- 5.1 The Employer agrees to deduct membership dues for the Bedford Education Support Staff Association, NEA/NH, from the wages of those bargaining unit employees who individually and voluntarily authorize such deductions in writing provided to the Employer (See Appendix A). Deductions shall be made on a biweekly basis and sent monthly to the treasurer of the Bedford Education Support Staff Association, NEA/NH. The Association will keep the Employer informed of the correct name and address of said Treasurer and will certify to the Employer, in writing, the current rate of its membership dues.
- 5.2 Each employee who, on the effective date of this agreement, is a member of the Association, and each employee who becomes a member after that date shall continue his/her membership during the duration of this agreement, provided, however, that an employee may at his/her discretion and in writing withdraw his/her membership from the Association and/or revoke the authorization for dues deductions within thirty (30) calendar days of each yearly anniversary date of the contract. The Association shall be promptly notified of any such withdrawals.
- 5.3 If an employee who has voluntarily authorized the deduction of membership dues has no check coming, or if that employee's check is not large enough to satisfy the dues, then no deduction shall be made. If an employee who has voluntarily authorized the deduction of membership dues is no longer actively employed, any dues deductions that may be required will cease as of the last day worked.
- 5.4 Should there be a dispute between an employee and the Association or between an employee and the Board over the matter of deductions described above, the Association agrees that it will defend, indemnify, and hold harmless the Bedford School Board and the Bedford School District and all of their agents, officers and employees in any such dispute. However, nothing contained herein shall be interpreted as relieving the School Board of its responsibilities to make deductions properly authorized pursuant to the first three sections of this Article and to transmit said deductions to the Treasurer of the Association.
- 5.5 To the extent available to other District employees, the Board agrees to make other authorized payroll deductions for members of the bargaining unit.



## ARTICLE 6

### EMPLOYEE RIGHTS AND PROTECTION

6.1 The Board recognizes the right of employees of the District not to have action taken against them by reason of lawful activities carried on away from school buildings and during non working hours. However, nothing contained herein shall be deemed to include conduct which would otherwise be grounds for discipline

6.2 Normally, disciplinary action will be handled in the following order:

- a. Verbal warning
- b. Written warning
- c. Suspension
- d. Discharge

No disciplinary action will be taken unless there is evidence to support the action.

6.3 An employee, if he or she so requests, may have a representative of the Association or another member of the bargaining unit present at any meeting which is called by the Employer for the purpose of imposing disciplinary action or which the employee reasonably believes may lead to disciplinary action. Prior to any such meeting, the employee shall be advised of the purpose of the meeting and shall be given a reasonable opportunity to obtain such representation.

6.4 The Employer shall provide a reasonable opportunity for an employee, who so requests, to inspect his/her personnel file and if requested, shall, within a reasonable time, provide that employee with copies of any portion of his or her file. The Employer may request employees to pay the reasonable cost of photocopying. An employee may have one representative of the Association accompany him/her to review his/her personnel file.

6.5 No material shall be placed in an employee's personnel file unless the employee has had the opportunity to review the material. An employee shall sign any document being placed in his/her file. Such signature indicates that the document has been read and is to be filed; it does not necessarily indicate agreement with the content of the document. Refusal of an employee to sign any document does not prevent the Employer from placing the document in the file. An employee may attach comments to any document placed in his or her personnel file.

6.6 The personnel record of an employee will be cleared of written reprimand after a period of two (2) years from the date of the reprimand provided there are no infractions of a similar or greater severity during the intervening period. The personnel record of an employee will be cleared of a suspension notice after a period of three (3) years provided there are no infractions of similar or greater severity during the intervening period.

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### 7.1 Definition

A "grievance" is a complaint by an employee or employees that there has been a violation, misapplication or misinterpretation of any provision of this Agreement. All time limits in this Article shall mean calendar days. Written grievances must be signed by an employee in the bargaining unit and set forth the specific Article(s) and Section(s) allegedly violated, the date of the alleged violation and the relief requested.

#### 7.2 Time Limit

A grievance to be considered under this procedure must be initiated in writing within twenty-one (21) days from the date of the event which gives rise to the grievance.

#### 7.3 Right to Representation

An employee covered by this Agreement shall have the right to have an Association representative present at any time, subject to his/her requesting such representation.

#### 7.4 Informal Resolution

Because the parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve complaints through free and informal communications, the employee shall first discuss his/her complaint with the immediate supervisor. Complaints which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure (See Appendix B)

#### 7.5 Formal Procedure

##### Level 1.

Within seven (7) days of receipt of a formal grievance, the immediate supervisor may again meet with the aggrieved employee. Within seven (7) days following any such meeting, the immediate supervisor shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level 2 within seven (7) days of the receipt of any answer given at this level.

##### Level 2.

Within fourteen (14) days of a grievance being referred to this level, the Superintendent will meet with the participants from Level 1 and examine the facts of the grievance. The Superintendent shall give his/her answer in writing within seven (7) days of any such meeting. If the Superintendent's answer fails to resolve the grievance, then the grievant may refer the matter to the School Board within seven (7) days.

Level 3.

Within thirty (30) days after receipt of the grievance, the School Board shall hold a hearing with the participants. The Board must render a written decision within fourteen (14) days of the hearing.

Level 4

If not satisfied with the disposition of the grievance by the School Board, the Association shall inform the Board, in writing postmarked no later than thirty (30) work days after receipt or knowledge of the third level decision, of its desire to submit the grievance to arbitration. If the matter is referred to arbitration, the parties will first attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator within ten (10) working days, then either party may apply to the American Arbitration Association or the PELRB for an arbitrator to be selected under the rules and regulations of the respective agency. The arbitrator shall have the authority to decide procedural and substantive issues of arbitrability. The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this Agreement. The arbitrator's authority is limited to the submitted issues(s). The decision of the arbitrator shall be advisory only and not binding on either party.

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

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

- 7.7 Grievance(s) of a general nature, or involving decisions by the Superintendent or School Board may be submitted by the Association to Level 2.
- 7.8 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- 7.9 No reprisals will be taken by the Board or by any member of the administration against any participant in the grievance procedure.
- 7.10 Grievances shall not be made a part of any employee's personnel file or used in making employment references.
- 7.11 Nothing contained herein shall be construed as limiting the right of any employee or group of employees to meet with the Employer to discuss any grievance informally and to have the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association is informed, in writing, of the resolution of said grievance.

## ARTICLE 8

### EMPLOYEE CLASSIFICATIONS

Full-time employees are those employees who are scheduled to work at least eleven hundred (1,100) hours per year. Part-time employees are those employees who are scheduled to work less than eleven hundred (1,100) hours per year.

Probationary employees are all newly hired employees that have not completed their probationary period of sixty (60) working days from the date of hire. During such probationary period, any discipline, including discharge, shall not be subject to the grievance procedures in this Agreement.

## ARTICLE 9

### SENIORITY

- 9.1 Seniority shall be defined as the length of service within the District in any position now in the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.
- 9.2 Part-time employees shall accrue seniority on a pro-rata basis. Probationary employees shall have no seniority rights until the completion of the probationary period, at which time their seniority shall accrue as of their first day of work.
- 9.3 An employee shall forfeit accrued seniority and shall no longer be covered by the provisions of this agreement upon: a) discharge; b) resignation; c) retirement; d) failure to respond to notice of recall; e) remaining on layoff status beyond the recall period. If an employee who has resigned is subsequently rehired within two weeks of his/her resignation, then seniority rights will be restored upon hire if the employee promptly refunds any monies that may have been triggered by the resignation.

## ARTICLE 10

### EMPLOYEE WORK SCHEDULES

- 10.1 Employees shall be informed in writing of their work hours, including their shift (day/night), number of hours per day, and number of days per year for the coming school year and summer vacation period. This notice shall be provided by May 15<sup>th</sup> preceding the new school year.
- 10.2 There shall be two eight (8) hour shifts at the three elementary schools, the intermediate school, the middle school, and the high school. The first shift shall begin between 6:00 am and 7:30 am. The second shift shall begin between 2:00 pm and 3:30 pm.
- 10.3 It is understood that on occasion, the hours of work may need to be temporarily adjusted to address emergencies, special events, or specific work needs at the schools. Reasonable notice shall be given to the employees affected by said adjustment. The District shall first attempt to accommodate these needs on a volunteer basis. However, if no volunteers are available, the District may assign this work to employees. Such assignments shall be distributed equitably.
- 10.4 During extended school vacations (December, February, April and Summer), employees on the first and second shifts shall work on the first shift. However, the District reserves the right to retain second shift employees on the second shift during vacation periods as required by program needs. Preference for shift assignments will be given first to more senior staff within the affected school.
- 10.5 It is also understood that in the event that the starting time at any of the schools is changed, the hours of work set forth in Section 2 will be adjusted proportionately.
- 10.6 A change from one shift to another (day/night, night/day), may be made only temporarily in emergencies, or by mutual agreement of the District and the employee.
- 10.7 Any employee called back to work shall receive a minimum of two hours pay or pay for time worked, whichever is greater.
- 10.8 The District agrees to continue its current practice with regard to employee breaks and meal periods.

## ARTICLE 11

### OVERTIME

- 11.1 Overtime is authorized work performed in excess of forty (40) hours in one week. Paid leave shall not count toward hours worked. Any paid breaks or lunch shall count toward hours worked. Paid holidays shall count toward hours worked. Employees shall be paid one and one-half (1 ½) times their hourly rate of pay for all hours worked in excess of forty (40) in one week or in excess of eight (8) hours in one day. Alternately, employees may elect to accrue compensatory time off at the rate of one and one-half (1 ½) hours for each hour of overtime worked. Compensatory time may not accrue to more than forty (40) hours. Requests for compensatory time must be submitted to the Director within a reasonable time prior to the requested time off. Use of compensatory time shall be permitted unless it unduly disrupts the operation of the School District. Upon termination of employment, the District shall pay to the employee the value of his/her unused accrued compensatory time at the pay rate in effect upon termination.
- 11.2 The Board agrees to pay double time for Sunday and holiday work, whether or not the employee has worked forty (40) hours in that week. This shall not apply to President's Day which is detailed in 17.1 & 17.2.
- 11.3 The Employer will first attempt to assign overtime on a volunteer basis in the following manner. Overtime shall first be offered to custodians within the affected building, based on district-wide seniority, and then to maintenance personnel, also based on district-wide seniority. If no volunteers are forthcoming, overtime shall be assigned on a mandatory basis to custodians within the affected building, beginning with the custodian with the least district-wide seniority. When voluntary, overtime assignments shall be equitably distributed. Equitable distribution refers to the opportunity to work overtime, not to the total number of overtime hours worked. Provided, however, that no one employee shall be assigned mandatory overtime on more than three (3) consecutive occasions in a contract year. The parties understand that, in an emergency situation, it may not be possible to follow the procedure outlined in this section.

## ARTICLE 12

### WORKING CONDITIONS

- 12.1 If an employee is required to use personal property to perform assigned duties, the Employer shall reimburse the employee for the loss or damage of such property occurring during the course of employment which was not the result of the employee's negligence.
- 12.2 The Employer shall provide adequate rest areas and restrooms for employee use.
- 12.3 Employees shall report any serious student control or discipline problems to the building principal. The Employer or its designated representative shall take reasonable steps to relieve the employee of responsibility for such situations.
- 12.4 The Employer agrees to provide without cost to the employee materials, equipment and tools required to perform assigned duties. If the Employer requires employees to wear uniforms, said uniforms shall be provided by the Employer at no cost to the employee.
- 12.5 The Association may appoint one member to serve on the District's Safety Committee. Said appointee may attend Committee meetings to discuss concerns and make recommendations regarding safety in the workplace. Committee meetings attended during work hours shall not result in loss of pay or benefits.
- 12.6 If weather conditions reasonably prevent an employee from reporting to work, the employee may elect to use vacation leave or personal leave, provided the employee has reported his/her absence to the Supervisor either before or within a reasonable time after the scheduled start of his/her shift. If an employee reports to work up to two hours late due to inclement weather, he/she may elect to make up the missed time, or take vacation or personal leave. Use of leave under this section shall be subject to approval of the Superintendent, which shall not be unreasonably denied.
- 12.7 If the Superintendent determines conditions warrant sending employees home or instructing them not to report to work, there shall be no loss of pay or benefits for affected employees.
- 12.8 The Board agrees to seek the Association's input in the development or revision of any job descriptions for bargaining unit positions.



**ARTICLE 13**  
**EVALUATIONS**

All monitoring and/or observation of employee work performances shall be conducted openly and with full knowledge of the employee.

## ARTICLE 14

### VACANCIES, TRANSFERS AND PROMOTIONS

- 14.1 A vacancy shall be defined as a newly created position within the bargaining unit or an existing position within the bargaining unit which is not filled.
- 14.2 The Board shall have the right to make promotions and fill vacancies primarily on the basis of qualifications for the job being posted. If the qualifications of two or more applicants are substantially equal, the position shall be given to the applicant with the greatest seniority, as defined in Article 9.
- 14.3 All vacancies which the District intends to fill shall be posted on the District website for a period of five (5) working days. The posting may include the following information:
1. Position
  2. Starting Date and Location
  3. Job Status (Full-time, Part-time, hours, etc.)
  4. Qualifications for Job
  5. Date of Posting
- 14.4 If an employee is promoted into another job classification, he or she shall serve a trial period of sixty (60) working days. At the end of the trial period, if the Employer determines the employee is not satisfactorily performing the duties of the new position, or if employee is dissatisfied with the new position, the employee shall be returned to his/her former position.
- 14.5 The District retains the right to transfer employees within existing job classifications. The District may, if appropriate, seek volunteers for such transfers. Involuntary transfers shall not be arbitrary, capricious, or unreasonable. Employees shall not incur a reduction in pay as a result of a transfer.
- 14.6 An employee assigned by the Employer to temporarily work the duties of an employee in a higher paid classification for five (5) consecutive days shall be paid the regular rate for those duties, retroactive to the first day the employee was assigned to work the duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.

## ARTICLE 15

### LAYOFF AND RECALL

- 15.1 No employee shall be laid off unless said employee has been notified at least thirty (30) days prior to the layoff.
- 15.2 In the event of a layoff, employees shall be laid off within the affected job classification according to seniority. Job classifications are custodian and maintenance. Part-time employees in the affected job classification shall be laid off, beginning with the part-time employee with the least seniority, before full-time employees in the affected job classification. In no case shall a new employee be hired while there are laid off employees who are qualified for a vacant or newly created position.
- 15.3 In the event a position within the affected job classification is reopened within one (1) year of a layoff, the Employer agrees to recall employees in reverse order of layoff.
- 15.4 Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer informed as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report to work, providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights and any right to future recall. However, if the employee is temporarily ill or disabled and cannot accept recall, his/her name shall remain on the recall list for the remainder of the one (1) year recall period. A part-time employee may refuse a full-time position and a full-time employee may refuse a part-time position, but still remain on the recall list.
- 15.5 Recalled employees shall retain previously accrued seniority and other benefits including sick and vacation leave.

**ARTICLE 16**

**OCCUPATIONAL IMPROVEMENT AND TRAINING**

When approved by the Employer, employees shall be reimbursed for fees and travel expenses in connection with work related seminars or workshops. Such requests by employees shall be given reasonable consideration by the Employer and shall not result in loss of pay or benefits if attendance is during working hours.

## ARTICLE 17

### HOLIDAYS

- 17.1 All full-time employees working on the first and second shift who have completed their probationary period shall be eligible for the following paid holidays:

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day and day after  
Christmas Day and day after  
New Year's Day  
Civil Rights Day  
Presidents' Day (See 11.2)  
Memorial Day  
Independence Day

Part-time employees who are hired to work fifty-two (52) weeks per year shall be eligible for holiday pay for the number of hours which they would otherwise be scheduled to work on the above holidays.

If the holiday falls on a Saturday or Sunday, the preceding Friday or following Monday will be observed.

- 17.2 Compensatory time will be provided for paid holidays which occur while school is in session.

## ARTICLE 18

### VACATIONS

18.1 All full-time employees shall accrue vacation time at the following rates:

<u>Years of Service</u>	<u>Number of Days</u>
Zero (0) to five (5) years	0.833 days/month
After completion of five (5) years	1.250 days/month
After completion of ten (10) years	1.66 days/month
After completion of fifteen (15) years	2.083 days/month

Part-time employees who are hired to work fifty-two (52) weeks per year shall accrue vacation time on a prorata basis.

18.2 Vacation time begins accruing on the first day of employment and may be used after completion of the probationary period.

18.3 Vacation time and floating holidays must be used by August 30th following the school year in which it is accrued or it shall be forfeited.

18.4 All requests for vacation leave must be made in writing to the Director who shall approve or deny all vacation requests in a timely manner. Vacation requests shall be approved unless more than one employee requests the same vacation or work scheduling demands reasonably prohibit any or all requesting employees from being absent at the requested times. In cases where more than one employee requests the same vacation, the employee with the greatest seniority shall be given preference.

18.5 Upon termination, an employee shall be paid for any accrued and unused vacation time at his/her regular hourly rate.

18.6 Unscheduled absence on the day preceding or following a vacation may result in loss of pay for the unscheduled absence if certification of illness is not provided by the employee.

18.7 Vacation time is not earned during unpaid leaves.

## ARTICLE 19

### SICK LEAVE

19.1 All employees shall accrue sick leave at the following rates:

<u>Employee Classification</u>	<u>Number of Days</u>
Full-time	1.0 days/month
Part-time	0.5 days/month

19.2 "Days" as used in this Article refers to the number of hours the employee is regularly scheduled to work.

19.3 Sick leave may be accumulated as follows:

Full-time	=	up to 90 days
Part-time	=	up to 45 days

19.4 Sick leave may be used for an employee's personal illness. Up to ten (10) days accrued sick leave per year may be used for the illness of a member of the employee's immediate family.

The employee must notify the supervisor prior to the start of the employee's shift. The supervisor or Superintendent may require a physician's statement verifying the employee's illness and certifying that the employee is able to return to work if an employee is absent for three (3) or more consecutive days. The supervisor or Superintendent may also require a physician's certification of illness if an employee is absent more than six (6) times during a six (6) month period or if sick leave is used in sequence with a vacation or holiday. Failure to produce a physician's certification when requested by the supervisor or Superintendent may result in denial of sick leave.

19.5 Except as provided in Section 6 below, upon termination for any reason an employee shall not be entitled to payment of any unused accumulated or current sick leave.

19.6 Effective July 1, 1998, an employee over age 55 who resigns or retires in good standing after fifteen (15) years of continuous employment in the district shall be entitled to payment at the employee's current base rate for the unused sick days beyond the maximum accumulation of ninety (90) days allowed in Section 3 above, up to a maximum payment of \$7,500.00. The District shall maintain a count of the number of days an employee has accumulated beyond the maximum and will notify an employee of their count. In the event of the death of an employee who would have otherwise been eligible for payment of unused sick time under this provision, payment shall be made to the employee's estate.

## ARTICLE 20

### OTHER PAID LEAVE

#### 20.1 Personal Leave

An employee shall be granted up to three (3) days personal leave to take care of important matters that cannot be handled except during the working day. Such days shall be granted without stating specific reasons provided three (3) days notice is given and that such leave is not taken on the day before or the day after a holiday or vacation period. If three (3) days notice is not given, or such leave falls on the day before or the day after a holiday or vacation period, personal leave may be granted at the discretion of the Superintendent.

Personal leave is prorated based on date of hire.

Unused personal days shall be converted to accumulated sick leave at the end of each year and carried over to the next school year.

Upon termination for any reason, an employee shall not be entitled to payment for unused personal days.

#### 20.2 Bereavement Leave

An employee shall be granted up to three (3) days bereavement leave for the death of a family member. Additional time may be granted by the Superintendent on a case by case basis. This bereavement leave benefit may be extended beyond family members at the discretion of the Superintendent on a case by case basis.

Bereavement leave may not be accumulated and carried over to the next school year.

Upon termination for any reason, an employee shall not be entitled to payment for unused bereavement leave.

#### 20.3 Jury Duty

If a full-time employee is called for jury duty during his/her working hours or is required by subpoena to appear during his/her work hours in any judicial or administrative matter, the District shall pay the difference between the gross jury pay or witness fee and the employee's regular base pay. The employee shall turn in the jury pay or witness fee over to the District and the District shall pay the employee his or her regular wages. Part-time employees shall also be paid the difference between the jury pay or witness fee and their regular base pay, provided the part-time employee does not receive jury duty pay from another employer. If the employee completes said jury duty or other appearance with two (2) or more hours remaining on his or her regularly scheduled shift, he or she shall report to work for the remainder of the shift.



#### 20.4 Military Reserve Duty

Any full-time employee who is a member of the Armed Forces or the National Guard shall be granted up to two (2) weeks of leave per calendar year for reserve duty. During such period, the District shall pay the difference between the reserve pay and the employee's regular base pay. The employee shall turn the reserve pay over to the District and the District shall pay the employee his or her regular wages.

#### 20.5 Abuse of Leave

In the event a question should arise concerning use or abuse of leave, as described above, the Superintendent or his/her designee may investigate the perceived abuse of leave. The penalty for abuse could result in withholding of salary for the day(s) involved and/or other disciplinary action.

**ARTICLE 21**

**WAGES**

**21.1 New Hire Rates**

The hire rate for new employees shall be Step 0 on the salary schedules outlined in Appendix C.

New employees may be hired above Step 0 based on their previous related experience, provided that no new employee is paid at a rate higher than a current employee with similar experience.

**21.2 Current Employee Rates**

All employees hired before July 1, 2023 will be placed on the FY24 salary schedule in the column that represents their completed years of service in Bedford and at the lowest step that gives them a minimum \$1.50 increase over their FY23 hourly wage.

Effective July 1st of each subsequent year of this contract, all employees will move one step on the salary schedule.

On July 1 of each year of this agreement, any employee who has completed 6, 11, 16, 21, 26, or 31 years of service in Bedford by June 30 will receive a longevity bonus as prescribed below in addition to receiving a step increase.

**Longevity in Years of Experience**

6-10 Years	\$0.50
11-15 Years	\$1.00
16-20 Years	\$1.50
21-25 Years	\$2.00
26-30 Years	\$2.50
31+ Years	\$3.00

**21.3 Head Custodians and Night Lead Custodians**

A Head Custodian shall receive an additional \$1.50 an hour above the custodian rate as represented on the salary schedule. A Night Lead Custodian shall receive an additional \$1.50 an hour above the custodian rate represented on the salary schedule for those days when the Night Lead Custodian is supervising a second shift.

For the purpose of placing any such employee on the salary schedule for FY24, the rate will be calculated as base rate + \$1.50 = minimum \$1.50 increase over their FY23 hourly wage (base rate does not include longevity). In each subsequent year of this contract, all employees covered under Article 21.3 will earn a step.

#### 21.4 Maintenance

Maintenance workers hired after July 1, 2023 will be placed on the salary schedule on a step according to their previous related experience. This step represents the base rate for custodial workers, and maintenance workers will be paid an additional \$3.00/hour above the custodian rate.

For the purpose of placing any such employee on the salary schedule for FY24, the rate will be calculated as base rate + \$3.00 = minimum \$1.50 increase over their FY23 hourly wage (base rate does not include longevity). In each subsequent year of this contract, all employees covered under Article 21.3 will earn a step.

Maintenance workers holding a current NH license for plumbing or electrical shall be paid an additional rate of \$13.00 per hour above the custodian rate represented on the salary schedule.

For the purpose of placing any such employee on the salary schedule for FY24, the rate will be calculated as base rate + \$13.00 = minimum \$1.50 increase over their FY23 hourly wage (base rate does not include longevity). In each subsequent year of this contract, all employees covered under Article 21.3 will earn a step.

To be eligible, the license must be related to the essential responsibilities of the position and a copy of a current license shall be kept on file at the Superintendent's Office.

Other maintenance occupations requiring special skills needed by the District may be reviewed and, if agreed by BESSA and the District, may qualify for an additional stipend based upon these special skills.

## ARTICLE 22

### INSURANCE

#### 22.1 Health Insurance

The Board agrees to provide all full-time members of the bargaining unit hospital/medical insurance coverage under the Access Blue Site of Service Plan (ABSOS) with a \$1,000/\$3,000 deductible and \$20/\$40 office copays. The district will pay:

- Ninety-six percent (96%) of the single premium
- Ninety-three percent (93%) of the two person premium
- Ninety percent (90%) of the family premium

The Board will also implement a Health Reimbursement Arrangement (HRA) for employees who select the ABSOS plan. The HRA will fund fifty percent of the deductible for employees, up to \$500 for those on the single plan and up to \$1,500 for those on the two person or family plans.

The employee will also have the option of purchasing Access Blue \$15 (AB15) with a \$500/\$1,500 deductible and a \$15 office copay or Blue Cross Three Tier \$20 (BC3T) with a \$0 deductible and a \$20 office copay. BC3T will sunset on June 30, 2025 and be replaced with a comparable plan. BC3T is only available to employees who elected this plan prior to July 1, 2022. The District will contribute a dollar amount equal to the amount that would have been contributed to the ABSOS plan for these plans.

All three plans offered have a prescription plan with retail co pays of \$10 for generic, \$25 for preferred brand names and \$40 for non-preferred brand names and with mail order copays of \$10, \$40, and \$70 respectively.

Any payroll deductions of employee contributions shall be spread over 26 pay periods.

If during the life of this Agreement the Bedford Education Support Staff Association agrees to a different insurance plan(s) as a replacement to any of the plans described above, such plan(s) shall replace the plans described above, provided there are no additional out-of-pocket expenses incurred by members of this Bargaining Unit. In determining whether there is an increase in out-of-pocket expenses, consideration will be given to employee premium savings. If there are additional out-of-pocket expenses, then the parties agree to reopen negotiations concerning wages (Article 21) and health insurance (Article 22, Section 1), provided, however, the parties specifically agree that all wage rates set forth in Article 21, Section 2 and the insurance copayments reflected above will remain in full force and effect and will not be affected by the re-opener.

#### 22.2 Dental Insurance

The Board agrees to provide all full-time members of the bargaining unit dental insurance coverage under the Delta Dental Insurance Plan outlined below. The School District shall pay one hundred percent (100%) of the premium for the one-person plan with a \$1,000 contract year maximum per person, and ninety percent (90%) payment of

the premium for the two-person and family plans with a \$1,000 contract year maximum per person. Only the \$2,000 contract year maximum per person dental plan will be available to full-time members through 2020.

Coverage

A = 100%

B = 80%

C = 50%

D = 50% (under age 19)

No Deductibles

\$2,000 contract year maximum per person

22.3 Long Term Disability Insurance

The Board agrees to provide at no cost to members of the bargaining unit a long term disability policy. Said policy will pay 66 2/3% of basic monthly earnings to a maximum benefit of \$2,500 per month after accumulated sick leave is depleted or ninety (90) calendar days, whichever is greater. Benefit duration is to normal Social Security retirement age. Members may request, in writing, additional accumulated days beyond 90 that have been earned by the employee. Such requests will be reviewed and approved or denied at the Superintendent's discretion, which shall be final and not subject to appeal or to the grievance procedure.

22.4 Life Insurance

The Board agrees to provide a \$50,000 life insurance plan for each full time member of the bargaining unit and a \$30,000 life insurance plan for each part time member of the bargaining unit.

## ARTICLE 23

### RETIREMENT

- 23.1 All employees meeting the eligibility requirements of N.H. RSA 100-A shall be covered under the New Hampshire Retirement System.
- 23.2 At time of retirement, a full-time employee who has worked at least twenty (20) years of service in the District shall receive fifteen thousand dollars (\$15,000.00). Retirement shall be defined as an employee at least fifty-five (55) years of age and is retiring from his/her full-time occupation. The employee must give written notice to the Superintendent of Schools by October 31 of his/her intention to retire. Normally, payment of this benefit will occur prior to the end of the fiscal year. Notification after October 31 may result, at the District's discretion, in compensation being paid in the next fiscal year. An employee may notify the employer by May 1 to continue employment.
- 23.3 Notwithstanding any other provision in this Agreement, the amounts payable to a retiring employee under this Article and Article 19, Section 6 (sick leave payout) and Article 18, Section 5 (vacation payout) which exceed the limits and which would subject the District to additional assessments by the New Hampshire Retirement System under RSA 100-A:16, III-a(b) shall be paid the employee no earlier than 121 days and no later than 150 days after the employee's date of retirement.

## **ARTICLE 24**

### **OTHER BENEFITS**

The District shall provide each member of the bargaining unit three (3) work shirts on an annual basis. The clothing shall be provided by October 15<sup>th</sup> each year.

**ARTICLE 25**

**EFFECT OF AGREEMENT**

When the Board and the Association have reached final agreement, negotiations shall be closed and shall not be reopened on any matter contained herein until the beginning of the school year immediately preceding the expiration date of the new Master Agreement.



## **ARTICLE 26**

### **SEPARABILITY**

If any provision of this Agreement or any application of any provision of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision shall not be deemed valid, but all other provisions shall continue in full force and effect. The parties agree to meet promptly to renegotiate any provision declared invalid, provided such renegotiation is possible in light of the law which rendered the provision invalid.

ARTICLE 27

DURATION

This Agreement shall be effective July 1, 2023 and continue in full force and effect through June 30, 2026.

IN WITNESS WHEREOF, the parties hereto have executed in this Agreement.

Bedford School Board

Bedford Education Support Staff  
Association, NEA/N.H.

By:   
School Board Chairman

By:   
President

Date: 4-5-23

Date: 4-3-2023

By:   
Superintendent of Schools

By: \_\_\_\_\_  
Negotiating Committee

Date: 4-3-2023

Date: \_\_\_\_\_

APPENDIX A

BEDFORD EDUCATION SUPPORT STAFF ASSOCIATION, NEA/NH

DUES DEDUCTION AUTHORIZATION FORM

*Please Print*

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Home Phone:

\_\_\_\_\_

Job Assignment:

\_\_\_\_\_

Work Location:

\_\_\_\_\_

I hereby authorize the Bedford School District to deduct from my earnings \_\_\_\_\_ every pay period and transmit said amount to the treasurer of the Bedford Education Support Staff Association, NEA/NH.

This authorization is subject to the provisions of Article 5 Payroll Deductions in the Collective Bargaining Agreement between the Association and the Bedford School Board. I understand that this authorization may only be revoked by me within thirty (30) calendar days of each yearly anniversary date of the contract.

\_\_\_\_\_ Employee's Signature      Date \_\_\_\_\_

APPENDIX B

Bedford School District  
LEVEL ONE GRIEVANCE REPORT FORM - BESSA

TO: \_\_\_\_\_ DATE FILED: \_\_\_\_\_  
*Principal or Immediate Supervisor*

NAME OF GRIEVANT: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

---

I. (a) Date of Grievance: \_\_\_\_\_

(b) Statement of Grievance (be sure to include the date and specific violation or condition with proper references to the Master Agreement):

\_\_\_\_\_  
\_\_\_\_\_

(c) Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

II. Answer Given by Principal or Immediate Supervisor:

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

III. Position of Grievant:

Accepted \_\_\_\_ Not Accepted \_\_\_\_ / Proceed to LEVEL TWO \_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Complete in triplicate with copies to: Principal/Immediate Supervisor, Superintendent, Grievant.

**APPENDIX C**  
**SALARY SCHEDULES**

**Year 1 - 2023-2024**

Step	Custodian	Head/Lead	Maintenance	Maintenance - Cert
0	\$17.00	\$18.50	\$20.00	\$30.00
1	\$17.50	\$19.00	\$20.50	\$30.50
2	\$18.00	\$19.50	\$21.00	\$31.00
3	\$18.50	\$20.00	\$21.50	\$31.50
4	\$19.00	\$20.50	\$22.00	\$32.00
5	\$19.50	\$21.00	\$22.50	\$32.50
6	\$20.00	\$21.50	\$23.00	\$33.00
7	\$20.50	\$22.00	\$23.50	\$33.50
8	\$21.00	\$22.50	\$24.00	\$34.00
9	\$21.50	\$23.00	\$24.50	\$34.50
10	\$22.00	\$23.50	\$25.00	\$35.00

**Year 2 - 2024-2025**

Step	Custodian	Head/Lead	Maintenance	Maintenance - Cert
0	\$17.75	\$19.25	\$20.75	\$30.75
1	\$18.25	\$19.75	\$21.25	\$31.25
2	\$18.75	\$20.25	\$21.75	\$31.75
3	\$19.25	\$20.75	\$22.25	\$32.25
4	\$19.75	\$21.25	\$22.75	\$32.75
5	\$20.25	\$21.75	\$23.25	\$33.25
6	\$20.75	\$22.25	\$23.75	\$33.75
7	\$21.25	\$22.75	\$24.25	\$34.25
8	\$21.75	\$23.25	\$24.75	\$34.75
9	\$22.25	\$23.75	\$25.25	\$35.25
10	\$22.75	\$24.25	\$25.75	\$35.75
11	\$23.25	\$24.75	\$26.25	\$36.25

**Year 3 - 2025-2026**

Step	Custodian	Head/Lead - Elem	Maintenance	Maintenance - Cert
0	\$17.90	\$19.40	\$20.90	\$30.90
1	\$18.40	\$19.90	\$21.40	\$31.40
2	\$18.90	\$20.40	\$21.90	\$31.90
3	\$19.40	\$20.90	\$22.40	\$32.40
4	\$19.90	\$21.40	\$22.90	\$32.90
5	\$20.40	\$21.90	\$23.40	\$33.40
6	\$20.90	\$22.40	\$23.90	\$33.90
7	\$21.40	\$22.90	\$24.40	\$34.40
8	\$21.90	\$23.40	\$24.90	\$34.90
9	\$22.40	\$23.90	\$25.40	\$35.40
10	\$22.90	\$24.40	\$25.90	\$35.90
11	\$23.40	\$24.90	\$26.40	\$36.40
12	\$23.90	\$25.40	\$26.90	\$36.90