

# BESS

BERLIN BOARD OF EDUCATION

AND

BERLIN EDUCATIONAL SUPPORT STAFF



*July 1, 2022 Through June 30, 2024*

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## **PREAMBLE**

Agreement made by and between the Berlin Board of Education of the Berlin Public Schools, Berlin, New Hampshire (hereinafter the "Board") and its employees represented by the Berlin Educational Support Staff (hereinafter the "Association") unified with the National Education Association–New Hampshire (hereinafter "NEA-NH"). The parties to this agreement are the Board and the local association.

## **ARTICLE 1 - RECOGNITION**

1-1 The Board recognized the Association as the exclusive representative of all District Educational Assistants and Office Management Staff employed by the Berlin Public Schools for the purpose of negotiating with the Board with respect to terms and conditions of employment as defined in RSA 273-A. The Board agrees to meet, confer, and negotiate with representatives of the Association concerning such matters.

1-2 During the term of this agreement, the Board agrees not to negotiate with any employee organization other than the designated unit in regard to any matter subject to negotiation, provided, however, that this shall not prevent the Board from communicating or consulting with any individual employee or group of employees for any purpose the Board deems desirable in the discharge of its responsibilities. Nothing in this agreement is to be construed to preclude the personal appearance before the Board by any employee on his or her behalf. If requested by the employee, the Association may be represented at any official meeting of the Board should such a meeting involve an employee relative to any provisions of this agreement. Meetings with an employee for the purpose of other school matters are excluded from Association representation.

1-3 The term "employee" as used in this agreement shall mean an employee of the Berlin Public Schools whose position is listed in the Certification of Representation dated June 30, 2003 issued by the Public Employee Labor Relations Board.

## **ARTICLE 2 - NO DISCRIMINATION**

2-1 The Association agrees to represent equally all Bargaining Unit Members without regard to gender, sexual orientation, race, creed, color, religion, marital status, nationality, ethnic origin, age, disability, or membership in the Association.

2-2 The Board agrees not to discriminate against a Bargaining Unit Member on the basis of gender, sexual orientation, race, creed, color, religion, marital status, nationality, ethnic origin, age, disability, or membership in the Association.

## **ARTICLE 3 - JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD**

3-1 The Board, subject only to the language of this agreement, reserves to itself, full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

3-2 The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions, and authorities which by law are vested in them

and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, and authorities.

#### **ARTICLE 4 - NEGOTIATION PROCEDURE**

4-1 Should either party desire to modify or terminate the agreement, it shall so notify the other in writing not later than October 1 prior to the expiration of the agreement. The party desiring to modify or terminate the agreement shall present the other party with a complete list of their proposed changes in writing by no later than October 15. Such a proposal, if made by the Association, shall be forwarded to the School Board through the Office of the Superintendent of Schools, and if made by the School Board, it shall be forwarded to the Association through the President of the Association. Thereafter, the parties agree to enter into negotiations over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning terms and conditions of employment as defined in RSA 273-A. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which required the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Berlin City Council. The Board shall make every effort to secure the funds necessary to implement said agreement.

4-2 When a tentative agreement is reached on a successor agreement between the Berlin Board of Education and the Berlin Educational Support Staff, a simple "yes" or "no" ballot will be presented to the membership with a positive recommendation from the negotiating committee for ratification.

4-3 During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request, the Board will make available to the Association for inspection all pertinent, non-confidential records, data and information of the Berlin Public Schools system in the public domain. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

4-4 If agreement is not reached by January 1, following the above procedure, either party may call for impasse resolution utilizing the procedures set forth hereunder. Further, the Board and the Association agree to reasonably insure that the procedures for impasse resolution are not invoked for inconsequential matters.

4-5 After an impasse is declared, the Board and the Association shall each appoint a representative to select a mutually acceptable mediator. If, after ten (10) days from the call for mediation a mediator has not been mutually chosen, the American Arbitration Association shall submit subsequent lists of qualified mediators for selection by the parties.

4-6 The mediator shall meet with the representatives of the parties within a reasonable time after his appointment and establish the points of issue. The mediator will attempt to mediate the points of issue by meeting with the parties or their representatives, or both, either jointly or separately, and will take such other steps as he may deem necessary and appropriate in order to resolve their differences and effect a mutually acceptable agreement. The cost for the services of the mediator, including per diem fees, and actual and necessary subsistence expenses will be shared equally by the parties.

4-7 In the event the parties have not reached agreement on a contract or mutually agreed to continue negotiating, by February 1, a fact finder will be chosen by the parties, or failing agreement, a fact finder will be appointed according to the procedures of the American Arbitration Association. A hearing shall be held no later than March 1 and the fact finder shall make and report findings of fact, together with recommendations for resolving each of the issues remaining in dispute, within thirty (30) days of the hearing, no later than April 1. The findings and recommendations of the fact finder shall not be made public until the negotiating teams shall have considered them for ten (10) days.

4-8 If either negotiating team rejects the neutral party's recommendations, his findings and recommendations shall be submitted to the full membership of the employee organization and to the board of the public employer, which shall vote to accept or reject so much of his recommendation as is otherwise permitted by law.

4-9 If either the full membership of the employee organization or the board of the public employer rejects the neutral party's recommendations, his findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of his recommendations as otherwise is permitted by law.

4-10 If the impasse is not resolved following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party and may involve the board of the public employer if the mediator so chooses.

4-11 The parties shall share equally all fees and costs of fact finding.

4-12 It is understood that both parties have had an opportunity to make proposals and counter proposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understandings between the parties for the contract term.

4-13 On matter of serious mutual concern, this agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be in writing and signed as an amendment to this agreement. If the changes result in a change in cost items, they shall be brought to the legislative body for approval.

## **ARTICLE 5 - EMPLOYEES' SALARY SCHEDULE**

5-1 Individual wages, terms and conditions of employment shall not be inconsistent with the terms of this agreement.

5-2 An employees' salary schedule is contained in appendix A of this agreement.

Specifically;

For 2022-2023 - All employees will be placed on the new salary schedule

For 2023-2024 - All employees shall receive a 2% increase. All employees on the wage scale shall move up a step.

5-3 The Board will pay the cost of licensing for Para I and Para II.

5- 4 Initial placement on the hourly wage schedule shall be at the discretion of the Superintendent. However, no employee hired shall be placed on a higher step than present members of the bargaining unit with the same amount of experience. Thereafter, employees who have completed more than 50% of their scheduled work year and whose performance is satisfactory shall be advanced one step on the appropriate wage schedule the following fiscal year, upon the recommendation of the Superintendent and the approval of the Board, until the stated maximum has been reached.

5- 5 An employee whose work is judged unsatisfactory may be retained at the same step or hourly wage for the succeeding year or be terminated. Any employee who has had an increment withheld may request a review in writing by the Superintendent of his/her performance to determine if he/she should continue to be retained at the same step or hourly wage for the succeeding school year. Following such a review, the Superintendent shall, at his discretion, determine whether to retain an increment or restore the employee to a higher step on the hourly wage schedule or to the step the employee would have achieved if the employee had not been retained. The Superintendent shall inform the employee of his/her decision. The Superintendent's decision may be appealed to the Board of Education.

5.6 A maximum yearly stipend (school year) of \$600.00 will be paid to Special Education Assistants who:

- Work in self-contained classrooms AND are assigned to a student who is not independent at toileting, requiring assistance other than escorting to the restroom.
- OR
- Are assigned to a student who requires specialized communication such as sign language or Braille. Does not include PECS or AAC

To qualify for the stipend (paid in December, March, and June), the paraprofessional must have worked a minimum of 75% of the time in that assignment described above.

## **ARTICLE 6 – SICK LEAVE BUY BACK**

6-1 Bargaining Unit Members who resign, retire, or die shall be eligible for payment for unused sick leave in accordance with the following requirements.

Full-time, year-round OMS employees who have completed fifteen (15) consecutive years, with the exception of employees who had a break in service due to a reduction in force of full-time employment with the Berlin Public Schools are eligible to receive payment of their unused accumulated sick leave up to a maximum of sixty (60) days upon notification of termination of employment through no fault of the employee with the Berlin Public Schools. Payment of these days is calculated at 1/200<sup>th</sup> of their annual salary. The maximum dollar amount paid for these days is \$9,000.

All school year OMS employees and Educational Assistants who have completed fifteen (15) years of consecutive employment, with the exception of employees who had a break in service due to a reduction in force with the Berlin Public Schools are eligible to receive payment for accumulating their sick leave. Payment shall be made in the following manner, fifteen consecutive years \$2,000, those who have completed twenty (20) consecutive years \$2,500 and those who have completed twenty-five (25)

consecutive years \$3,000. In order to receive this payment an employee must have a balance of thirty-five (35) sick days at the conclusion of their employment through no fault of the employee.

#### YEAR ROUND OMS

Compensation for unused sick days beyond the maximum 115 days to be given at the end of the school year at a rate of \$20 per day.

#### EDUCATION ASSISTANTS AND SCHOOL YEAR OMS:

Compensation for unused sick days beyond the maximum 55 accumulated days to be given at the end of the school year at a rate of \$20.00 per day.

### ARTICLE 7 - EVALUATIONS

A minimum of one annual performance evaluation will be conducted by the employee's supervisor in collaboration with the Building Principal, Program Director and Superintendent of Schools. Additional observations including written and/or oral feedback are not limited and are part of the annual evaluation process. Multiple evaluations and observations may occur at the discretion of the supervisor.

The evaluation process shall be developed by the administration with input from BESS and given to each member of the bargaining unit prior to receiving an evaluation. All employees are to be evaluated each work year based on a written job description (see appendix for **sample** job description(s)). The evaluation is done by the employee's immediate supervisor based on an observation of the employee and must be in written form with a copy to the employee, containing the signatures of the employee and the supervisor. If the employee disagrees with the evaluation report, he/she may so indicate in writing within two weeks of receipt of the evaluation report; and upon request, the written statement of disagreement shall be placed in his/her personnel file and attached to the relative documents.

### ARTICLE 8 - COURSE REIMBURSEMENT

In order to receive course reimbursement an employee must have worked for the District a minimum of one year.

The district shall reimburse each bargaining unit member up to 85% of the employee's cost per credit. The annual maximum reimbursement will be twelve (12) credits per employee. Only graduate level courses will be reimbursed once an individual has achieved an undergraduate degree.

To be eligible for tuition reimbursement, the courses must be approved by the Superintendent in advance, be a requirement of an approved educational degree program applicable to the employee's position and/or a course applicable to the employee's position, and the bargaining unit member must receive a grade of B or better. Applicability is subject to interpretation of the Superintendent of Schools. If there is a disagreement as to whether or not the subject is applicable, the employee may appeal to the Board of Education for their final decision. When a grant or aid is received from any source, that sum shall be subtracted from the cost of the course prior to calculating the district's reimbursement.

Any bargaining unit member who receives course reimbursement and leaves the employ of the Berlin Public Schools is obligated to reimburse the district for course reimbursement received during the last ten months. This requirement does not give bargaining unit members a guarantee of future employment. Any bargaining unit member who has not been rehired (except for cause) will not be subject to the reimbursement schedule. The Board has the right to waive this reimbursement requirement for extenuating circumstances.

In order to receive tuition reimbursement the final grade for the approved course must be submitted to the central office within four weeks after the close of the semester.

Employees working in a grant funded position shall receive course reimbursement subject to the availability of grant funding. Reimbursement will be made according to the above language but on a first come, first served basis until funding is depleted.

With prior approval of the member's supervisor, a bargaining unit member will be reimbursed for expenses associated with participation in any formal professional development activity (conference, training, seminar, or workshop), from an annual budget of \$2,000.00, on a first come, first served basis.

Members will be compensated for their regularly scheduled hours only when the attendance at the conference is on a school/work day.

The supervisor has the right to limit the number of staff members out on any one school day.

## **ARTICLE 9 - INSURANCE PROVISIONS**

Year round OMS employees

In the event, the ACA is deemed illegal, both parties agree to reopen negotiations to address health insurance.

The Board agrees to provide Health Trust plan AB 15/401PDED, RX 10/25/40 M10/40/70 The Board will contribute 80% of the premium cost and the employee will contribute 20% of the premium cost.

Life Insurance - \$35,000

Dental Insurance - available to employee as part of a school-wide program; available to dependents of employee at employee's expense.

Long-term Disability Insurance

Health Insurance Incentive Plan

The Berlin Board of Education agrees to provide a health insurance incentive plan which allows a medical insurance buy-back in the amount of 50% of the total cost of a single plan. The plan provides a stipend of which will be received in two equal increments in December and in June, in a contract year, for employees who are eligible for health insurance benefits and elect not to take the health insurance coverage. The first payment shall be in the last pay period in December and the second payment the last pay period in June. In the event of a "qualifying event," an employee will be allowed to re-enroll in the district health insurance plan. In



that event the stipend shall be prorated for each month that the employee did not receive District provided health insurance. In order to be eligible an employee must provide proof that they have health insurance from another source, otherwise they shall be required to enroll in the District's health insurance program.

The health waiver incentive shall not apply to employees that receive health insurance from the City of Berlin, such as through their spouse.

### **School Year OMS and Educational Assistants**

The District shall comply with the provisions of the Affordable Care Act by providing the minimum insurance plan (currently the bronze plan\*) using the District's health insurance provider.

\*Currently the bronze plan is the HealthTrust Access Blue New England ABHD5K/20COIN.

Health insurance contributions shall not exceed 9.5% of the employees' gross income.

Life Insurance - \$30,000 effective October first of an employee's second year of employment.

### **Flexible Spending Accounts**

For as long as the school district is offering a flexible spending account (FSA) at its sole discretion, employees covered by this agreement shall be permitted to participate in the following manner:

- a. OMS year round employees may contribute up to \$2,500 into the FSA.
- b. OMS school year employees may contribute up to \$2,500 into the FSA.
- c. Educational assistants who are eligible for health insurance and are in their second fiscal year of employment may contribute up to \$2,500 into the FSA.

### **HEALTH INSURANCE REVIEW COMMITTEE**

Upon mutual agreement with both parties, a committee made up of equal members of the Association and the Board shall meet to discuss and review health insurance options in preparation for the 2024 negotiations.

## **ARTICLE 10 – TEMPORARY LEAVES OF ABSENCE**

### **Sick Leave**

Sick days are earned on a monthly basis. Sick leave is not accrued during unpaid leaves. Sick leave may be used for the employee's illness and for the illness of their immediate family members where the employee's presence is required and which has been approved in advance by the superintendent or the principal. For the purposes of this section, "immediate family" is defined as parent, wife, husband, son, daughter,

brother, sister, grandchild, parent-in-law, son-in law, daughter-in-law or a minor for whom the employee is a legal guardian.

Sick leave can be used in half day or full day increments.

Employee Category	Earn/Month	Maximum Accumulation
A- Educational Assistants	1	55 days
B- OMS School Year	1	55 days
C- OMS Year round	1*	115 days

\*In year three and beyond, sick leave is accumulated at 1.25/month

Employees must have worked or received paid leave at least one day prior to the 15<sup>th</sup> of the month in order to accrue a sick day.

To be eligible for sick leave payments, where abuse is apparent in the judgment of the administration, an office management staff or education assistant may be required to furnish satisfactory medical proof of illness or disability. Where satisfactory medical proof of illness or disability will be required of an Office Management Staff or Education Assistant in order to be granted sick leave pay, he shall be so notified on the day he notifies the administration of his request for sick leave.

All employees who are out on sick leave for five (5) consecutive days or more shall provide a doctor's note stating their absence was for a medical reason and they are fit to return to work.

#### Catastrophic Sick Leave Banks

There shall be two separate sick banks. Both work independently and as follows: Voluntary sick leave banks are established for both full-time and part-time Office Management Staff and Education Assistants whose accumulated sick leave for illness becomes exhausted. Each employee will be asked to voluntarily contribute two sick leave days upon entering the sick leave bank and each year thereafter until the balance in the sick bank is at or above 90 days. From the time that 90 days or more are in the bank no further contributions will be necessary unless the balance of the sick bank falls below 50 days. When the bank falls one day below this minimum, members of the sick bank shall donate one additional day. Days will be deducted as on July 1 of each year and any year forward when further donations are required. New members will be eligible to join the sick bank on July 1<sup>st</sup> after their date of hire. Education Assistants will be eligible to join the bank on September 1<sup>st</sup> after their date of hire. Employees who are eligible to join the sick bank but have not joined in the past will be asked on an annual basis if they would like to join. Once an employee joins the bank, they cannot withdraw their commitment.

Participating employees may be eligible to receive up to fifty days from the bank every school year. Sick bank days may be requested for the employee only and cannot be requested for family illness. The illness must be catastrophic.

Insurance and pay shall continue at the employee's regular health insurance premium contribution rate and rate of pay while utilizing sick bank days.

In order to utilize the sick bank, the employee must submit the following to the Superintendent of Schools:

1. A written statement requesting authorization to draw from the sick leave bank including the date this action would commence.
2. A doctor's statement indicating the nature of the illness.
3. A doctor's statement indicating the current status of the illness must be provided at each twenty-five-day interval (if more than 25 days are granted).

The participating employee must have fulfilled the following:

1. Exhausted available leave.
2. Have been ill for five consecutive days.

The Superintendent of schools will review all requests. The Superintendent shall approve or disapprove the request within five working days. The decision of the Superintendent is final.

#### Bereavement Leave

Up to three (3) days bereavement leave per occurrence during the school year shall be granted with pay to any employee who requests such leave due to death in his/her immediate family. For the purposes of this section, "immediate family" is defined as parent, spouse, son, daughter, brother, sister, a minor for whom the employee is a legal guardian, grandparents, grandchild, parent-in-law, step-parent, step-child, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law or domestic partner.

For the purpose of this article, a domestic partner shall be determined based on who the employee has listed as their emergency contact. If the domestic partner is not listed as one of the employees' emergency contacts then bereavement leave shall not be granted. It is the employees' responsibility to notify the central office of who should be listed as their emergency contacts and of any changes to that list.

Unused bereavement leave may not be carried over to succeeding school years.

#### Maternity Leave

Maternity leave shall be considered sick leave for the purposes of this section. In maternity leave involving normal termination of pregnancy, an employee shall be eligible to use her available sick leave up to a maximum of thirty (30) days for the period immediately before and after normal termination of pregnancy.

An employee who is pregnant may continue in active employment as late into her pregnancy as she desires with a written approval of her attending physician.

Return from maternity leave shall coincide with the returning date indicated on the employee's leave request, as approved by the Board, provided the employee shall present a physician's certificate of physical fitness to return to her normal duties. An employee's request for an early return date due to extenuating circumstances will not be unreasonably denied.

In the event complications during pregnancy result in the employee's disability, the employee shall be eligible to use her available sick leave. An employee claiming sick leave benefits under this section must provide satisfactory medical evidence that she

is physically disabled as a result of pregnancy, and the Board may, at its option, have a doctor of its own choosing verify such medical evidence.

#### Emergency Leave

In the event of situations of urgency, for the purpose of conducting emergency business that is impossible to transact on the weekend, after school hours, or during vacation periods, school year Educational Assistants will have available to them two days per fiscal year, school year OMS employees will have available three days per fiscal year, and year round OMS employees will have available to them three days per fiscal year. These day (s) will not be deducted from sick leave.

Unused emergency leave days shall convert to sick leave at the end of each school year.

To utilize such leave, the employee shall submit their request on the application form (provided by the Board) at least twenty-four (24) hours in advance of the anticipated absence except in cases of emergency; in such case, the employee shall apply as soon as possible. This form must be filed with the principal or immediate supervisor for submission to the superintendent for approval.

Such leave shall not be used for seeking employment, rendering services, or working either with or without remuneration for themselves or anyone else, for hunting or fishing or other recreational activities. It is further understood that such leave shall not be granted without stating the reason, during the first or last week of any semester nor the last working day preceding or the first following any vacation or holiday period or in conjunction with any other forms of paid leave (exceptions: graduation exercises for the employee, spouse, child, honors convocation honoring the employee, and/ military departure of a child or spouse in any emergency as determined by the building administrator).

#### Temporary Leave

Temporary leave with pay for the purpose of an activity directly related to the improvement of education within the Berlin Public Schools may be granted by the Superintendent.

Requests for such leave shall be made in writing and submitted via the Principal/Director to the Superintendent requesting his/her approval prior to the commencement of the leave.

#### Association Business

Up to a total of two days leave, non-accumulative, per year without loss of pay shall be granted for representatives of the Association to attend official Association business provided the administration is notified one (1) week prior to the leave by an officer of the Association indicating the date and reason. There shall be no more than one (1) from any one building absent on any one day.

#### Extra-Curricular Assignment

BESS employees working an extra-curricular assignment shall be permitted to work that assignment during their regular work day when required without loss of their regular pay.

#### Absence, Other

For all absences other than those specifically authorized in advance by the Superintendent or for which provision is made in this agreement, a deduction will be made for each day of absence at the rate of the daily rate of pay.

Under no circumstances should any employee be absent from school without the advance knowledge of the building principal in accordance with the provisions outlined in the appropriate staff manual as it may be revised from time to time. The Superintendent will establish procedures for call-in notification for temporary leave of absence requests.

### **ARTICLE 11 - UNPAID LEAVE OF ABSENCE**

A. The Board will consider requests for leaves of absence, without pay or benefits, except as required by the Family and Medical Leave Act and in accordance with current Board Policy. Only employees who have completed at least one year of service in the Berlin Public Schools are eligible. Requests must be in writing, state the reason for the leave request, and be submitted at least sixty (60) days in advance of the date the leave is to become effective. In cases of emergency, application to the Superintendent may be made requesting fewer days' notice prior to the desired date of the beginning of the leave period. Such request shall be submitted to the Superintendent via the Principal for a decision. The decision of the Superintendent shall be communicated to the employee in writing. All leaves which are granted shall be in writing specifying beginning and termination dates of said leave. Unapproved leaves may be appealed to the Board of Education.

#### 1. Parenting Leave

Unpaid parenting leave shall be granted as required by the Family and Medical Leave Act and current Board Policy. Any extension beyond the required period must be requested using the procedure outlined above in section A.

#### 2. Military Leave

Military leave of absence without pay or benefits shall be granted to any employee who is drafted or enlists in any branch of the Armed Services of the United States for the period of his/her induction of initial enlistment. Time necessary for persons called into temporary active duty of any unit of the United States Reserves shall be granted provided such obligations cannot be fulfilled on days when school is not in session. In such cases, employees shall be reimbursed for pay lost as a result of such reserve duty up to the difference between their regular daily rate of pay that would have been paid and their reserve pay received, for up to a maximum of two (2) weeks during any school year.

#### 3. Other Leaves

Other requests for leaves of absence not covered in other sections of the agreement may be granted at the discretion of the Board.

B. Modifications of leaves may be granted upon the employee's written request to the Superintendent of Schools, the Superintendent's recommendation to the Board, and subsequent Board approval. Said leave, if granted, shall be in writing.

#### **ARTICLE 12 - PHYSICAL EXAMS**

If the Superintendent, in his/her judgment, determines that it is necessary to obtain medical opinion concerning an employee's health or ability to perform his/her assignments, he/she may require the employee to be examined by a doctor; the Superintendent will indicate two doctors, the employee will select one of the two so indicated. In each instance, the district will pay for the physical examination it required; including necessary and related travel and the employee shall authorize the doctor to furnish the Superintendent a report of his/her findings. It is understood that pre-employment physical examinations and examinations required under the provisions of Article 10 - Sick Leave, or cases related to workmen's compensation are not included in this provision for district payment.

#### **ARTICLE 13 - USE OF SCHOOL FACILITIES**

As a professional courtesy, the Board agrees that the Association may utilize established procedures to distribute information concerning the Association and its members via the school mailboxes, provided that this does not impede the distributing of administrative information and a copy of such information is supplied to the building principal in advance.

The Association may post notices of Association activities and business on a designated bulletin board located in the teachers' room, provided, as a professional courtesy, a copy of such material is given in advance to the building principal.

The Association, its representatives, and the NEA-NH representative may use school buildings to conduct Association business with the advance knowledge and approval of the building principal provided this shall not interfere with or interrupt normal school operation.

#### **ARTICLE 14 - POSTING OF JOB OPENINGS**

Notice of bargaining unit job opening, including a job opening or job openings which have been created by the filling of a previous job opening within the district, will be posted by electronic email and on the school district web site within five (5) school days of the date the administration determines that such job openings in the district will be filled.

Employees who desire to be considered for a posted job opening shall file a written statement of such desire with the Superintendent of Schools within the deadline specified on the notice. Internal candidates may be considered prior to out of district candidates.

Selection of a candidate, whether within or from outside the school district shall be at the discretion of the Superintendent. The Superintendent shall communicate his/her decision in writing to each employee who has filed a request in writing. Such decision by the Superintendent is not subject to the grievance procedure.

## **ARTICLE 15 - PAYROLL**

### **A. Payroll deductions**

Bargaining unit members may voluntarily authorize payroll deductions for the following:

1. Approved financial institutions.
2. Regular dues to the Berlin Educational Support Staff unified with NEA-NH or the National Education Association.
3. Hospital-Surgical Insurance premiums and other premiums deducted as an employee's share of the premium payments required for such coverage provided by the district.
4. Others will be considered on an as needed basis with the final determination made by the Superintendent and not grievable.

Such voluntary authorization shall be made on the forms provided or approved by the district and shall be submitted to the Business Administrator for review and forwarded to the payroll personnel. Authorization for deduction of Association dues may be submitted up until November 15<sup>th</sup> of the year for which the deduction applies.

Monies so deducted will be forwarded to the appropriate agencies or organization upon demand as accrued.

Such deductions may be discontinued upon 30 days' written notice by the BESS member to the Business Administrator.

## **ARTICLE 16 – RETIREMENT INCENTIVE**

Year round office management personnel may apply for a retirement incentive. The incentive is \$3,000 per year for each of the last two (2) years of service payable at the end of each year (a total of \$6,000 over a two (2) year period) upon written notification to the superintendent of schools of the employee's intent to retire. The notification to the Superintendent of Schools of the intended retirement date will be final and binding upon the employee. In order to take advantage of the incentive, the individual must first meet the following qualifications: (1) the employee must have accrued a minimum of ten consecutive years of full-time service in the Berlin Public Schools by the date of retirement, and (2) the employee must reach 55 years of age by date of retirement.

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

Definition: A grievance, for the purpose of this agreement, is a complaint by an employee or employees, against the employer with respect to a violation or misapplication of any of the provisions of this agreement.

A grievance, to be considered under this procedure, must be initiated in writing by the employee within ten (10) days of its occurrence, or within ten (10) days of when the employee, by reasonable diligence, should have known of its occurrence.

The term "days" when used in this article shall mean working school days; except after the school year has ended, when they shall be Monday through Friday, thus weekend or vacation days during the school year are excluded.

Procedure:

#### Step 1

An aggrieved employee shall discuss it first with his/her principal, (or other immediate supervisor, as applicable) in an attempt to resolve the matter informally at that level. The immediate supervisor shall communicate his/her decision to the grievant within ten (10) school days.

#### Step 2

The grievant may appeal the decision to the principal within ten (10) school days after receipt of the decision of the immediate supervisor. The appeal to the principal must be made in writing in the form contained in Appendix C specifying: (a) the nature of the grievance, (b) the nature and extent of the injury or loss claimed, (c) the results of previous discussions of the grievance, (d) his/her dissatisfaction with decisions previously rendered, (e) the remedy sought.

#### Step 3

If the grievance is not resolved to the grievant's satisfaction at Step 2, he/she may appeal the grievance to the Superintendent in writing within ten (10) school days.

The Superintendent shall review the facts in the case and the decisions rendered at previous steps in the grievance procedure and shall, within ten (10) school days of receipt of the appeal to this level, meet with the grievant and communicate his decision in writing to the grievant. If the grievance is settled at Step 3, a copy of the Superintendent's decision shall be sent to the President of the Association.

#### Step 4

If the grievance is not resolved to the grievant's satisfaction at Step 3; he/she may request a review by the Board. Such a request must be made within ten (10) school days after the receipt of the Superintendent's decision and shall be submitted in writing through the Superintendent. The Board shall review the grievance and may, or at the request of the grievant, shall, hold a hearing with the grievant. Within ten (10) school days of the receipt of the appeal, the Board shall render a decision in writing and forward copies of the decision to the grievant and to the administrators involved at the previous steps of the grievance procedure and the President of the Association.

Any expenses incurred shall be paid by the party incurring it.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision and acceptance of the decision rendered at that step.



The Board and the Association shall assure that all persons involved in the processing of a grievance shall not be restrained, coerced, or otherwise interfered with in the exercising of their rights under the grievance procedure.

## **ARTICLE 18 – PAID HOLIDAYS**

For year round employees there are twelve (12) paid holidays per year: Labor Day, Columbus Day, Veteran’s Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas, New Year’s Day, Civil Rights Day, Presidents’ Day, Memorial Day, and July 4<sup>th</sup>. Due to the school schedule, some holidays may be taken during school vacations rather than on the actual holiday. The central office will notify all eligible staff of when holidays will be celebrated prior to the beginning of the fiscal year.

For school year OMS employees the following (11) holidays are paid holidays: Labor day, Columbus Day, Veterans’ Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas, New Year’s Day, Civil Rights Day, Presidents’ Day and Memorial Day.

For educational assistants the following (10) holidays are paid holidays: Labor Day (if school starts prior to Labor Day), Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas, New Year’s Day, Civil Rights Day, and Memorial Day.

In order to be paid for a holiday, the employee must work the entire day of the last scheduled day prior to the holiday and the first scheduled day following the holiday. Use of approved, paid leave for either of these days allows payment for the holiday.

Employees approved to work more than forty hours in one week shall receive time and one half for hours worked in excess of forty hours. Holidays and vacations shall count as hours worked in determining the forty hour work week.

## **ARTICLE 19 – VACATION**

Full-time year round employees (Category C) shall accrue vacation time at the following rates:

Years of Service		Number of Days
1 - 5	2 weeks	(.83/month)
6 -10	3 weeks	(1.25/month)
11-15	4 weeks	(1.67/month)
Greater than 15+	5 weeks	(2.08/month)

“Days” as used in this section refer to the number of hours the employee is regularly scheduled to work during the time they are taking their vacation.

Vacation will be prorated during an employee’s first year of service to reflect the number of vacation days available between the one year anniversary of their date of hire and July 1. These vacation days must be used by June 30<sup>th</sup> then on July 1<sup>st</sup> employees shall receive two weeks of vacation to use during the new fiscal year. Vacation time is taken only after it is earned.

After the first year of service all vacation time is to be taken between July 1 and June 30 on the year after it is earned with no carryover allowed. Any unused vacation remaining after June 30 is forfeited.

Vacation time begins accruing on the 15<sup>th</sup> of the month after the date of hire for new employees. For current eligible employees, vacation time will begin accruing on the 15<sup>th</sup> of July for the following year.

All requests for use of vacation time will be made in a timely manner and made in writing using the Berlin Public Schools leave form. Vacation requests made in accordance with the guidelines shall be approved unless work-scheduling demands reasonably prohibit the employee(s) from being absent at the requested time. Vacation is scheduled on a first-come basis. Bargaining unit members are encouraged to take vacation when school is not in session.

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

Vacation time is not earned during unpaid leaves.

#### **ARTICLE 20 - TRANSFERS – CATEGORY B TO CATEGORY C**

If a school year OMS (Category B) changes to a full-time, year round position (Category C), there shall be no pro-ration of time to determine longevity pay, vacation accrual, sick leave accrual, sick leave buyback, course reimbursement, retirement incentive, or seniority.

#### **ARTICLE 21 – LONGEVITY**

Educational assistants and school year and year round office management staff (OMS) who have completed the following years of service with the district as of July 1st shall receive, in addition to all other compensation:

7-14 years of service:	Twelve hundred dollars (\$1,200)
15-24 years of service:	Fourteen hundred dollars (\$1,400)
25+ years of service:	Sixteen hundred dollars (\$1,600)

Note: Years of service shall be consecutive with the exception of employees who had a break in service due to a reduction in force and return to the District.

Payment is made in a lump sum and once a year only (during the month of December).

#### **ARTICLE 22 - SNOW DAYS/DELAYED ENTRY/EARLY RELEASE/CANCELLATION**

Snow days are not workdays for educational assistants and thus not a paid day. These individuals will be required to work on the makeup day which will be their regularly scheduled work day replacing the snow day.

In the event the Superintendent cancels or closes a full day of school, OMS employees will not be required to report to work and will be paid for their regularly scheduled hours without being required to use their accrued time.

#### Delayed Entry/Early Release

All Bargaining Unit Members shall be paid for their normal hours of work during a Delayed Entry or Early Release.

### **ARTICLE 23 - NO STRIKE PROVISION**

In consideration of this agreement and its terms and conditions, the Association, its officers, representatives and members shall not, during the term of this agreement, engage in or condone any strike, slow down, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Association or its members take part in or condone "sanctions" against the School Board or the School District.

### **ARTICLE 24 - SAVINGS CLAUSE**

If any provisions of this agreement or any application of this agreement to any employee or groups of employee is changed by legislative action, executive order or directive of the State Board of Education or is held to be contrary to law by a court of competent jurisdiction, and a final determination has been made, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue to full force and effect.

In such case, a meeting(s) shall be held, upon the request of either party not earlier than 30 days after such legislative change is made, executive order or State Board directive is issued, or binding court ruling is issued, for the purpose of adjusting the specific provision(s) in conflict with the law or the order or directive so that it conforms to the law, order or directive.

### **ARTICLE 25 - MISCELLANEOUS**

A. Copies of the agreement between the Berlin Board of Education and the Berlin Educational Support Staff, NEA-NH, NEA, shall be reproduced at the expense of the Board as early as possible after ratification of the contract and presented to all bargaining unit members now employed or hereafter employed by the Board. Further, that the Board will furnish ten (10) copies of the agreement to the Association for its use.

B. Regular meetings may be held between the Association representatives and the Superintendent of Schools at the request of either party to review and discuss current school problems and practices and the administration of the collective bargaining agreement. These meetings will take place after school and the meeting dates and agendas shall be mutually agreed upon.

### **ARTICLE 26 - REPORTING TO WORK**

All employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

#### **ARTICLE 27 – RIGHT TO DISCIPLINE**

It is agreed that the Superintendent has the right to discipline for just cause. All information forming the basis for disciplinary action may be made available to the employee upon his/her request. Disciplinary action shall normally follow this order:

1. verbal warning
2. written warning
3. suspension without pay
4. discharge

However, discipline may be taken out of order depending upon the severity of the infraction.

Any employee may be dismissed for reporting to work under the influence of a controlled substance or alcohol, bringing or consuming controlled substances or alcohol on the job, theft, insubordination, immoral action, or for similar serious offenses.

If an employee is discharged or is disciplined, he/she may request a hearing, but the request for such a hearing must be made within one week from the date of discharge or disciplinary action. Such request for hearing shall be filed, in writing, with the Superintendent of Schools. If the action of the Superintendent is not satisfactory to the employee, he/she shall have the right to appeal the Superintendent's decision to the Board of Education. The decision of the Board shall be final subject to rights conferred by law.

#### **ARTICLE 28 – WORK DAY AND WORK YEAR**

Category A – Educational Assistants <u>(184 work days plus 10 holidays)</u>	194 days*
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\*Title I Educational Assistants' work year is less. The work year varies with funding and is determined on an annual basis.

Category B – OMS School Year <u>(201 work days plus 11 holidays)</u>	212 days
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Category C – OMS Year Round	Year Round
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All employees must take a half-hour, unpaid lunch each day. No employee is to work more than five consecutive hours prior to taking lunch. Scheduling of lunchtime must be done with the employee's supervisor. Employees cannot work through lunch in order to leave early at the end of the day except in extenuating circumstances with prior approval from his/her supervisor.

Category C employees will work the same number of hours and the same workday throughout the fiscal year. In the event of fiscal constraints, management retains the

right to modify hours to minimize impact on student services. If an adjustment of hours is made, as much notice as possible will be given to the individuals involved.

In-service days are scheduled workdays for all office management staff.

#### **ARTICLE 29 – RESIGNATION/LAY OFF**

A minimum of a two week notice is required when an individual resigns his/her position. If during that notice period the individual uses sick leave, a doctor's note will be required for documentation of illness.

If, as a result of a decrease in enrollment or discontinuance or reduction of a program, an employee is to be laid off from the Berlin Public Schools, a minimum of a two week notice will be given to the employee. During the notice period, the employee shall remain in their current position, if available, or be used in other capacities.

When the Superintendent makes a decision to reduce the number of employees within one or more of the bargaining unit categories employees within that category or categories shall be laid off based on a number of factors, including, but not limited to NH Licensure status, educational degree, specific training/education for the position, best match for the child, experience, job performance/evaluations, and years of service. If the affected employee is rehired, there will be no loss of credit for prior years of service.

Employees who have been laid off shall have the right to be recalled for a period of 12 months, consistent with the criteria established for layoffs. To be eligible for recall, each employee shall be responsible for notifying the district of their wish to remain on the recall list. If the employee refuses to accept a position per the recall procedure they will no longer remain on the recall list.

#### **ARTICLE 30 – SAFETY LANGUAGE**

The employees agree that in cases of emergency the health, safety, or well-being of the students is their prime responsibility and they must act accordingly. Unsafe and/or hazardous conditions, as identified by the Fire Marshall or health officials, shall be corrected to provide for the safety and wellbeing for all staff members.



**ARTICLE 31 - DURATION AND RENEWAL**

This agreement shall become effective July 1, 2022 and shall continue in effect until June 30, 2024. Any extension shall be mutually agreed upon in writing by the parties. Unless such extension is agreed upon in writing by the parties, this contract shall expire on the date indicated herein.

For the Berlin Board of Education:

Jeanne Akers  
Nathan Mow  
Joe Nolan  
Neil Bow  
Gene G

\_\_\_\_\_

Dated: 3/10/2022

For the Berlin Educational Support Staff:

Michelle Lamphere  
Luia Picard  
Amy Drapeau  
Michael J. Lynch  
Christie L. Kenson

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Dated: 2/24/2022

**APPENDIX A - SALARY SCHEDULES**

**BESS WAGE SCALE 2022-2023**

<b>OMS</b>	<b>STEP</b>	<b>Non-Degree</b>	<b>Assoc</b>	<b>Bach</b>
	1	\$ 16.63	\$ 17.05	\$ 17.35
	2	\$ 17.38	\$ 17.80	\$ 18.10
	3	\$ 18.13	\$ 18.55	\$ 18.85
	4	\$ 18.88	\$ 19.30	\$ 19.60
	5	\$ 19.63	\$ 20.05	\$ 20.35
	6	\$ 20.38	\$ 20.80	\$ 21.10
	7	\$ 21.13	\$ 21.55	\$ 21.85

<b>Ed Assts</b>	<b>STEP</b>	<b>Para I</b>	<b>Para II</b>	<b>Para II AA</b>	<b>Para II BA</b>
	1	\$ 14.08	\$ 15.37	\$ 15.72	\$ 16.03
	2	\$ 14.83	\$ 16.12	\$ 16.47	\$ 16.78
	3	\$ 15.58	\$ 16.87	\$ 17.22	\$ 17.53
	4	\$ 16.33	\$ 17.62	\$ 17.97	\$ 18.28
	5	\$ 17.08	\$ 18.37	\$ 18.72	\$ 19.03
	6	\$ 17.83	\$ 19.12	\$ 19.47	\$ 19.78

**BESS WAGE SCALE 2023-2024 - 2%**

<b>OMS</b>	<b>STEP</b>	<b>Non-Degree</b>	<b>Assoc</b>	<b>Bach</b>
	1	\$ 16.96	\$ 17.39	\$ 17.70
	2	\$ 17.73	\$ 18.16	\$ 18.46
	3	\$ 18.49	\$ 18.92	\$ 19.23
	4	\$ 19.26	\$ 19.69	\$ 19.99
	5	\$ 20.02	\$ 20.45	\$ 20.76
	6	\$ 20.79	\$ 21.22	\$ 21.52
	7	\$ 21.55	\$ 21.98	\$ 22.29

<b>Ed Assts</b>	<b>STEP</b>	<b>Para I</b>	<b>Para II</b>	<b>Para II AA</b>	<b>Para II BA</b>
	1	\$ 14.36	\$ 15.68	\$ 16.03	\$ 16.35
	2	\$ 15.13	\$ 16.44	\$ 16.80	\$ 17.12
	3	\$ 15.89	\$ 17.21	\$ 17.56	\$ 17.88
	4	\$ 16.66	\$ 17.97	\$ 18.33	\$ 18.65
	5	\$ 17.42	\$ 18.74	\$ 19.09	\$ 19.41
	6	\$ 18.19	\$ 19.50	\$ 19.86	\$ 20.18



## APPENDIX B – MEMORANDUM OF UNDERSTANDING

The Berlin Board of Education and the Berlin Educational Support Staff, NEA-NH hereby agree to the following:

If an Educational Assistant applies to take the place of a teacher on leave from the District and the District hires them to do so, that Educational Assistant will continue in the bargaining unit and shall return to a position, providing that a position exists, with no loss of pay, benefits or years of service.

During this period the Educational Assistant will be compensated in accordance with the School Board's policy for being a long term substitute with the following exceptions:

- Sick leave will be paid at the Educational Assistant rate and will cause a break in service toward the long term substitute rate.
- Bereavement will be paid in accordance with the BESS contract at the Educational Assistant rate of pay and will not cause a break in service toward the long term substitute rate.
- Jury Duty will be paid at the Educational Assistant rate and will not cause a break in service toward the long term substitute rate.
- Holidays will be paid at the Educational Assistant rate.
- Emergency Leave will be paid at the Educational Assistant rate and will cause a break in service toward the long term substitute rate.
- Temporary Leave will be paid at the long term substitute rate with no break in service toward the long term substitute rate.
- Military Leave (See collective bargaining agreement for complete guidelines).
- Dock Time will result in loss of pay and a break in service toward the long term substitute rate.



## Berlin Public Schools Grievance Report

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Home Address: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Name of Principal: \_\_\_\_\_ School Tel. No. \_\_\_\_\_

Date of Alleged violation or misapplication: \_\_\_\_\_

Article of agreement allegedly violated: \_\_\_\_\_

Statement of the grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nature and extent of the injury or loss involved: \_\_\_\_\_

\_\_\_\_\_

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered:

\_\_\_\_\_

\_\_\_\_\_

Remedy sought: \_\_\_\_\_

\_\_\_\_\_

Signature – Association Representative Present

Signature - Grievant

Disposition by (Circle One):

Principal

Superintendent

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

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature (Principal/Superintendent)

Grievance settled on the basis of Principal's/Superintendent's answer.

Grievant: \_\_\_\_\_

**\*Attach a copy of the Principal's Report if at Step 3.**