

Bethlehem School District

Negotiated Agreement

Bethlehem School Board

And

Bethlehem Educational Support Personnel, NEA/NH

July 1, 2013 - June 30, 2014

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ARTICLE I
RECOGNITION

The School Board recognizes the full-time Bethlehem Educational Support Personnel –NEA/NH – as representative of all employees as certified by the Public Employee Labor Relations Board in Decision No. 2010-079. Negotiations shall be in accordance with NH RSA 273-A. The Association will not object to the removal of the position of Director of Maintenance from this unit.

Except as validity limited by express provisions of this agreement, the school board reserves the right to exercise management prerogatives to include, but not limited to: unilaterally determine the standards of services offered by it; set the standards of selection of employees; select employees; direct and assign its employees; take disciplinary action; relieve its employees from duties because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations, determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; allocate and reorganize positions and staffing; take all necessary actions to carry out its mission in emergencies; and exercise complete control and direction over its organizations and the facilities, methods, means and technology of performing its work.

ARTICLE II
NEGOTIATIONS PROCEDURE

- A. Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relation Law.
- B. The Association will notify the School Board of its intent to negotiate no later than October 1st, of the year before the expiration of this Agreement.
- C. Bargaining of issues not related to a successor agreement may be initiated by either the Association or the School Board by serving written notice of its intentions in accordance with RSA 273-A:3 II(a). In accordance with RSA 273-A:3 I(a) for opening/reopening negotiations to occur both parties would have to agree in writing.

ARTICLE III
LEAVE

A. Leave

For year round employees:

Fifteen (15) paid sick days per year accumulative to 90 days. Leave accumulated up to ten (10) days per school year under this item may be used for illness or extreme emergency in the immediate family who are living in the employee's household (grandparents, parents, spouse, children, brothers and sisters). A physician's certificate of health or illness will be required after an absence of five (5) consecutive work days.

For extended year employees (194 days but less than year round):

Twelve (12) paid sick days per year, accumulative to 90 days. Leave accumulated up to ten (10) days per school year under this item may be used for illness or extreme emergency in the immediate family who are living in the employee's household

(grandparents, parents, spouse, children, brothers and sisters). A physician's certificate of health or illness will be required after an absence of five (5) consecutive work days.

For school year employees (184 days but less than extended year employees):

Ten (10) paid sick days per year, accumulated to 30 days at the rate of one (1) day per month of employment. Leave accumulated up to five (5) days per school year under this item may be used for illness or extreme emergency in the immediate family who are living in the employee's household (grandparents, parents, spouse, children, brothers and sisters). A physician's certificate of health or illness will be required after an absence of five (5) consecutive work days.

The Federal guidelines for FMLA will apply.

B. Voluntary Donation of Days to the Sick Leave Bank

Anyone under this agreement wishing to participate in the sick leave bank may do so by donating, in writing. All days donated to the bank will accrue from year to year until depleted through the use of participating members. At that time, anyone who wants to continue to participate as a member shall be required to donate a (one) day from her/his accrued balance.

In order to be eligible to request days, the employee must have:

1. Exhausted all available leave to include personal, sick and vacation time.
2. Have been ill due to incapacitating illness or disability
3. Sent a written request to the Sick Leave Bank Committee asking for donated sick days.
4. Provided a doctor's statement stating the employee is unable to work.
5. If more than 25 days are donated, a doctor's statement must be provided in order to obtain a second 25 day allotment of sick days.

If the first four conditions have been met, then the employee can request in writing to the Sick Leave Bank Committee a request to use the Sick Leave Bank. The committee will be made up of two Association members, the SAU Human Resources person, and the Building Principal.

The Association will send out a Sick Leave Bank form (see Appendix) to employees covered under this agreement at the beginning of each school year asking if they wish to donate days. Employees may donate up to six (6) days. The days will be taken one from each donor first, before multiple days are taken from the same person. In no case will more than fifty (50) days be granted to one individual for the same school year. The Association will notify the SAU office by submitting the Sick Leave Bank Forms to the SAU Human Resources person so the number of days donated to the Sick Leave Bank can be placed on file. Upon presentation of satisfactory medical evidence of disability or illness to the Sick Leave Bank Committee and approved by said committee, the committee shall forward its recommendation to the Superintendent.

Upon recommendation of the Superintendent and approval of the Board, a member may be granted up to twenty-five (25) days in addition to the regular sick leave

C. Personal Leave

Not to exceed three (3) days per year (non-accumulative). This leave is granted with prior notice to be given to the building principal within three (3) days whenever possible,

so substitute coverage can be arranged. Personal leave shall be granted for three (3) categories: personal business, legal matters, or family matters. Reasons for personal leave will need to be urgent and compelling matters that must be handled during regular working hours. Further disclosure shall not be necessary.

D. Maternity Leave

Employees have access to childbearing leave under the provisions provided by the Family Medical Leave Act and is covered under RSA 354-A: 7

E. Child Rearing

Employees have access to childrearing leave under the provisions provided by the Family Medical Leave Act and is covered under RSA 354-A: 7

F. Bereavement Leave

Employees shall be granted up to three (3) days bereavement leave taken from available sick leave accumulation in the case of a death of the employee's mother, father, husband, wife, brother, sister, son or daughter.

One (1) day's leave may be granted in the case of a death of another relative or friend. This day for the death of another relative or a friend will be taken from available sick leave accumulation.

G. Other Leaves

Reverts back to Board policy and Board approval.

ARTICLE IV

INSURANCE

The Board agrees to provide health insurance in the form of the Matthew Thornton Blue (MTB20-R\$3/\$15M\$1) as defined by the NHMA Insurance Trust. The School District will cover 90% of the cost of the insurance. The 10% assumed by the employee shall be deducted over a period of 20 pay deductions for school year employees and 24 pay period deductions over a 12 month period for year round staff. Paraprofessionals and Food Service, will only be offered a single person insurance plan at 90/10. They may buy up to a two person or family plan by paying the additional cost. All other employees will have the choice of a single, two person or family plan. Also, Section 125/flexible benefits in regards to pretax premium payroll deductions are voluntary. Employees complete a form each year and can choose to participate or not.

Delta Dental coverage shall be provided through the NH Municipal Insurance Trust. Single coverage shall be paid by the district. Two person or family coverage shall be available with the premium amount above the single coverage cost to be paid by the bargaining unit member. Fifty (\$50.00) dollar annual deductible per person with one hundred fifty (150) dollar maximum per family. Coverage A at 100%, coverage B at 80%, coverage C at 50%, one thousand (1000) dollar annual maximum on coverage A, B, and C. Coverage D at 50% one thousand (1000) dollar lifetime maximum on coverage D.

In addition the School District will provide \$10,000 of convertible life insurance, and \$10,000 accidental death and dismemberment insurance in the first year of the agreement and then \$10,000 thereafter. Each staff member who is eligible for health and dental insurance must make written application and fill out the appropriate forms to be covered.

A change in the type of coverage or in the insurance carrier can be affected by written mutual consent of the parties. Health insurance benefits shall be effective for newly hired employees on September 1st of the school year, for which they were hired. Members of the bargaining unit hired while school is in session shall have their health insurance benefits become effective on the first day of the month following the date of hire.

ARTICLE V

SALARY AND PLACEMENT

- A. For 2013-14, the year round employee shall receive a 3.75% increase over the previous year's wages. All other employees shall receive a 2.75% increase over their previous year's wages and the holidays.
- B. The initial rate of pay shall be at the discretion of the Superintendent as long as a candidate for a position within the bargaining unit is provided with a copy of the current hourly pay range for the position prior to being offered the position. No newly hired member of the bargaining unit shall have an hourly rate higher than a current employee with equal years of experience/education.
- C. The District will provide all personnel a copy of this Collective Bargaining Agreement and all revisions or addends with their contracts.
- D. Individual wages, terms and conditions of employment shall not be inconsistent with the terms of this agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

DEFINITION

- A. A "grievance or complaint" means an alleged violation, misinterpretation, or misapplication of any provision of this Agreement except a matter for which a review or appeal is provided by law. An "Aggrieved" is the person, or persons making the claim.
- B. The "Party in Interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- C. The term "Days" when used in this Article shall, except where otherwise indicated, mean school days; except the end of the school year when they shall be Monday through Friday, excluding holidays.

PURPOSE

The parties acknowledge that it is more desirable for an employee and her/his immediately involved supervisor to resolve problems through free and informal communications. Grievances that are not satisfactorily settled in an informal way shall be reduced in writing and referred to the following formal grievance procedures.

FORMAL PROCEDURES

The grievance shall state the specified alleged violation with proper reference to the Master Agreement. It shall also set forth names, dates, and any other related facts that will provide a basis for an understanding of any such grievance.

INITIATION AND PROCESSING

A. Level One - Informal

Any grievant may discuss the grievance with the immediate Supervisor in an attempt to resolve the matter informally at that level. It is expected that most grievances will be satisfactorily resolved through this procedure.

B. Level Two – Principal

If a grievance persists after a conference with the immediate Supervisor directly responsible and/or the principal, the aggrieved person shall, within ten (10) days, reduce the grievance to writing on the prescribed form, and submit it to the Principal who will make a reasonable attempt to meet with the grievant before considering the evidence provided by the aggrieved and prescribe any corrective action, if necessary within ten (10) days.

C. Level Three – Superintendent

If the decision of the Principal and/or immediate Supervisor does not resolve the grievance to the satisfaction of the grievant, and the grievant wishes to appeal the decision to the Superintendent, it shall be submitted in writing by the aggrieved within ten (10) days. The Superintendent will meet with the grievant before considering the evidence provided by the aggrieved and Principal and/or immediate Supervisor and prescribe any corrective action, if necessary, within ten (10) days.

D. Level Four – School Board

Any appeal from the decision of the Superintendent shall be submitted in writing by the aggrieved within ten (10) days, to the School Board, through the Superintendent of Schools, and the Board at its option may set a time and place for a hearing which will not be less than five (5) days nor more than twenty (20) days from receipt of the written appeal. The date of the hearing may be postponed or made sooner by mutual agreement of both parties. If the decision of the School Board does not resolve the grievance to the satisfaction of the grievant, and the grievant asserts that an unfair labor practice has been committed, the grievant may file an unfair labor practice complaint with the Public Employee Labor Relations Board (PELRB) RSA 273-A:5.

GENERAL PROVISIONS

A. Failure at any of the above steps of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved to lodge an appeal to the next step of the procedure.

B. Failure at any of the above levels of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

C. A grievance to be considered under this procedure must be initiated within twenty (20) school days from the date when the employee knew or should have known of the occurrence. It is understood that the parties involved and witnesses will be guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to processing a grievance.

ARTICLE VII

EVALUATION

The purpose of the evaluation is to assess the areas of strength and weakness of an employee and to judge the performance of that employee.

All employees shall be advised as to the evaluation procedures of the District. It is understood that the District is working on establishing a new evaluation procedure. While it is being developed the Association will be kept informed and given an opportunity to give its input prior to the new evaluation being implemented. All employees shall be given a copy of the evaluation tool once it has been developed or modified.

No evaluation report shall be written without a meeting first having taken place.

ARTICLE VIII

SEPARABILITY

If any article or part of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE IX

LITERATURE DISTRIBUTION

The Association shall have the right to place literature in the Association member's mailboxes and to use a bulletin board designated for Association use as it sees fit. A copy of any literature placed in Association members mailboxes by the Association will also be given to the building principal as a courtesy. The School Board shall have the right to place literature in the Association member's mailboxes and that right shall be reciprocal.

ARTICLE X

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 on the official bulletin board in each school 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.

The Board agrees that in the event job openings occur after July 1 through August 15 which is subject to posting, that in addition to posting in the schools, the position will be advertised in the local newspaper.

ARTICLE XI GENERAL PROVISIONS

This agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted, from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this agreement.

ARTICLE XII VOLUNTARY DUES DEDUCTION

Employees who elect to have dues deducted may authorize these deductions through the President of the Bethlehem ESP, who will forward a list of the employees and the correct amount to be deducted from each employee's wages to the School Administrative Unit Office prior to November 1 of each school year. The deductions shall be made in ten (10) consecutive pay periods beginning in November. The amounts deducted shall be remitted to the President of the Bethlehem ESP monthly starting in December.

The Association is solely responsible for collecting dues.

ARTICLE XIII PAID HOLIDAYS

For the year round employee there are ten (10) paid holidays per year: Labor Day, Veteran's Day, Civil Rights Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Day, Memorial Day, and July 4th. 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.

All other employees will be eligible for four (4) paid holidays: Thanksgiving, the day after Thanksgiving, Christmas, and New Year's 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.

ARTICLE XIV

VACATION

The year round employee will have the following vacation time (non-accumulative):

- A. After twelve (12) months, two (2) weeks annually.
- B. After five (5) years of continuous employment, in the district three (3) weeks annually.
- C. All vacations will be subject to the approval of the principal. Unused vacation time will not be paid at the time of retirement.

ARTICLE XV

LENGTH OF THE SCHOOL YEAR

Length of school year as described in District job descriptions

The total required days:

Administrative Assistant 8 hour per day 204 days
Secretary 8 hours per day 199 days
Cafeteria Manager 8 hours per day 188 days
Cafeteria Assistant 8 hours per day 185 days
Custodian 8 hours per day 260 days including paid holidays
Paraprofessionals 7 hours per day 188 days

The District may ask the employees to work additional days during the contract year at the employee's per diem rate.

ARTICLE XVI

LUNCH BREAK

Employees who work a full day may have up to thirty (30) minutes for a lunch break.

ARTICLE XVII

PERSONNEL RECORDS

Official personnel records for all staff will be maintained at the School Administrative Unit office. All district employees may review or request copies from their official personnel file with prior notice by contacting Human Resources. Employees have the right to attach responses to any document in their file.

ARTICLE XVIII

DURATION

This Negotiations Agreement shall be for the period beginning July 1, 2013 and ending June 30, 2014

APPENDIX I
Bethlehem Educational Support Personnel – Grievance Report

Name of Grievant _____ Date Filed _____

Position _____

Immediate Supervisor _____

Date of alleged violation or misapplication _____

Article(s) of Agreement allegedly violated _____

Statement of Grievance _____

Nature and extent of injury or loss involved _____

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

Remedy sought _____

Signature of BESP Representative

Signature of Grievant

Disposition by: Principal/Superintendent/School Board

Date Answered: _____

Principal/Superintendent/School Board

I accept the Principal/Superintendent/School Board Decision

Signature of Grievance

Date

APPENDIX II

Hourly Hiring Pay Ranges for 2013 – 2014 New Hires

	Entry 1 -3 yrs	Intermediate 3 -6 yrs	Experienced 7 yrs +
Para-educators	\$9.75 - \$10.50	\$10.55 - \$12.00	\$12.05 - \$14.00
Secretary	\$12.00 - \$13.00	\$13.05 - \$14.50	\$14.55 - \$16.00
Admin. Assistant	\$14.50 - \$15.50	\$15.55 - \$16.00	\$16.05 - \$18.00
Food Service	\$10.00 - \$10.75	\$10.80 - \$12.00	\$12.05 - \$13.50
Food Service Mang.	\$12.00 - \$13.00	\$13.05 - \$14.50	\$14.55 - \$16.00
Custodial	\$10.00 - \$10.75	\$10.80 - \$12.00	\$12.05 - \$14.00

APPENDIX III

Bethlehem Educational Support Personnel
AUTHORIZATION FOR PARTICIPATION IN THE SICK LEAVE BANK

Name _____ School year _____

I hereby request and authorize the Committee and the SAU to deduct _____
day(s) (no more than six) from my accrued sick leave.

I understand that the donation of this (these) day(s) is final and not returnable.

I understand that this is a voluntary act.

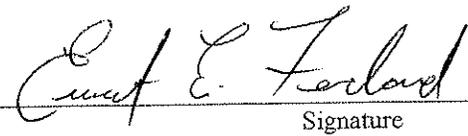
I understand that I must return this form to the Sick Day Bank Committee who will in turn submit the information to the SAU.

I understand that to obtain use of the Sick Bank, I must participate by donating at least one day through the President of the Association.

By my signature below, I authorize the deduction of my accrued sick leave days as specified above.

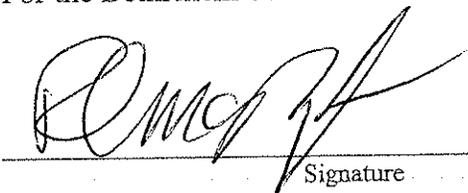
Signature Date

For the Bethlehem Education Support Personnel Association:


Signature

5-13-13
Date

For the Bethlehem School Board:


Signature

5/13/13
Date