

**AGREEMENT
BETWEEN THE
CHESTERFIELD SCHOOL BOARD
AND THE
CHESTERFIELD SUPPORT STAFF ASSOCIATION**

July 1, 2020 to June 30, 2023

PREAMBLE

This Agreement entered into this 8th day of June, 2020 by and between the Chesterfield School Board, hereinafter called the "Board", and the Chesterfield Support Staff Association, affiliated with NEA - New Hampshire and the National Education Association, hereinafter called the "Association". Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA: 273-A.

DEFINITIONS

- SCHOOL: The term "School" as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Chesterfield School District.
- EMPLOYEE: The term "Employee" as used in this Agreement, means a person employed by the Board as defined in Article I, Section I, of this Agreement.
- EMPLOYEE REPRESENTATIVE: The term "Employee Representative" as used in this Agreement, means the Association Representative.
- PERSON: The term "Person" as used in this Agreement, means a person employed by the Board as defined in Article I, Section I, of this Agreement. Whenever the singular is used in this Agreement, it is to include the plural and any reference to male also includes female.
- PELRB: The term "PELRB" shall mean the New Hampshire Public Employee Labor Relations Board.

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ARTICLE I

RECOGNITION

- 1.1 For purpose of collective negotiations, the Board recognizes the Association as the exclusive representative of the following employees of the Chesterfield School District during the term of this Agreement. The term "Employee" shall include all those employees of the Chesterfield School District as described by the PELRB with amendments. The bargaining unit includes all instructional paraprofessionals including classroom/student aides, grant-funded aides (e.g. Title 1), library aides, food service assistants, custodians and administrative support personnel. This excludes administrative assistant to the principal, manager of buildings and grounds, food services manager, and licensed nursing assistant (LNA).
- 1.2 Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article and reference to male employees shall include female employees.
- 1.3 Definition of Employee Classifications
- a. Calendar Year Employees: Employees working a minimum of 37.5 regularly scheduled hours per week and fifty-two (52) weeks per fiscal year.
 - b. School Year Employees: Employees working a minimum of 30 regularly scheduled hours per week and all student instructional days plus six (6) additional days.
 - c. Part-Time Employees: Employees working less than 30 regularly scheduled hours per week or less than all student instructional days.

ARTICLE II

SCOPE OF AGREEMENT

2.1 MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, or otherwise agreed to between the parties, the Union recognizes that there are functions, powers, authorities and responsibilities exclusively vested in the Board, among which are included, but not limited to, the right to introduce new or improved methods, machinery or personnel; to establish standards of work; to determine the extent to which the Chesterfield School District shall operate and accomplish such work; the right to establish schedules of work; to assign work to employees; to establish reasonable safety and other rules governing the operations of the Chesterfield School System and the conduct of their Employees; the right to enforce such rules and to direct the working forces, as the Board may deem appropriate not in conflict with the terms of this Agreement.

ARTICLE III

PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 3.1 On or about October first (1st) of the prior year in which this Agreement expires, and subject to compliance with Article XIV the Association may in writing by certified mail return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit no later than October fifteenth (15th) to the Board its demands on negotiable items. If proper notice is given, the parties shall, no later than November fifteenth (15th) meet, confer and negotiate in accordance with RSA 273 A: 12.
- 3.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 3.3 The Board or its designee agrees to supply the Association with such non-confidential information as is in the Board's possession and is reasonably and timely requested by the Association.
- 3.4 Any agreement reached shall be reduced to writing and signed by the Board and Association. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. However, any agreement reached herein which requires the expenditures of public funds for its implementation shall not be binding upon the Board, unless, and until, the necessary appropriations have been made by the voters. Provided nevertheless, this paragraph shall not apply to actions of the District meetings subsequent to the first district meeting at which this contract was approved so long as the action at the first meeting was in compliance with the notice requirements of the "Sanborn" standards. The Board agrees that for any agreement of duration in excess of one year the funding provisions will be submitted to the voters in compliance with requirements of the "Sanborn" standards.
- 3.5 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach an agreement, either party may declare an impasse. In the event of an impasse, either party may request the New Hampshire Public Employee Labor Relations Board (PELRB) to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The PELRB will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 3.6 The costs for the services of a mediator and/or fact finder, including per diem expenses, if any, will be shared equally by the Board and the Association.
- 3.7 During negotiations, the Committee of the Board and the Committee of the Association will present relevant data, exchange points of view and make proposals and counter-proposals.
- 3.8 The Board will, if it is known, make the Association aware of the budget submission date at the first meeting set forth in this Article.
- 3.9 If the monies to fund the economic provisions are not appropriated as provided in this Article, Section 4, then the parties will do the following:

- a. The appropriate party shall notify the other party of its intent to renegotiate the provisions of the Agreement; and,
- b. The parties shall, within ten (10) days of such notification, meet and develop a modified settlement, which shall be resubmitted to the legislative entity in accordance with the provisions of RSA 273-A:12, Paragraphs III and IV.

ARTICLE IV

ASSOCIATION RIGHTS

- 4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings provided that this shall not disrupt normal school operations. Request for the use of buildings will be made to the Principal in advance.
- 4.2 The Association will, upon request, be given an opportunity at employee meetings to present brief reports and announcements.
- 4.3 The Association will have the right to post notices of its activities and matters of employee concern in employees' rooms and shall continue to have the use of the employee mail box system for Association-related literature.
- 4.4 Upon notification by an employee the Board agrees to deduct from the salaries of its employees, union dues or service fees for the Chesterfield Support Staff Association, National Education Association – New Hampshire, and the National Education Association, as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such Association. New members/employees who elect to join the Association will complete an official membership form and forward a copy to the District payroll office.
- a. The sums are to be deducted over not less than eighteen (18) pay periods and are hereby assigned by the employee to the Chesterfield Support Staff Association and are to be remitted by the Chesterfield School District to the Treasurer of the Association and having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Article. It is further agreed that the Board assumes no financial liability except to forward on a monthly basis (by the fifteenth (15th) of each month) those funds which have been properly authorized and deducted the last day of the preceding month.
 - b. This authorization and assignment shall continue in full force and effect until revoked by the employee. Such revocation shall be affected by written notice to the School District and the Association.
- 4.5 The Association may, with permission from the Building Principal, use school equipment normally used by employees for Association activities. However, expendable material will be at the expense of the Association.
- 4.6 Rights granted to the Association under this Article shall not, in the judgment of the Board, be disruptive or injurious to the Chesterfield education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- 4.7 As long as the Chesterfield Support Staff Association is certified as the representative of the Chesterfield employees pursuant to RSA 273-A the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.
- 4.8 Request under the provisions of this Article shall mean permission and shall be made to the Building Principal or designee.
- 4.9 Employees shall suffer no loss of pay for a reasonable amount of time spent in the conduct of negotiations which occur during normal working hours, or in the filing or processing of grievances under this Agreement. If an employee is to receive a reduction in pay under this Article, the Principal shall so notify the employee before the reduction is made.

- 4.10 The Association may request an updated list of Support Staff members by contacting the Human Resources Department which shall provide the list within 5 work days of the request.
- 4.11 The Association President or designee shall have the right to use an aggregate total of two (2) days without loss of pay to attend the annual Delegates' Assembly and/or state and national training sessions. This time must be requested via the district time and attendance system as "Miscellaneous Paid Leave" noting this is for Association business, and must be approved in advance by the Principal.

ARTICLE V

PERSONNEL MATTERS

- 5.1 An employee shall be given a copy of any formal evaluation report prepared by his evaluators before any conference held to discuss it. If the employee is dissatisfied with this evaluation conference, he may request additional conference time. Thereafter, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.
- 5.2 Oral or written complaints regarding an employee made to any member of the Administration by any parent, student or other person which may be used to evaluate an employee shall be promptly investigated. In order to be considered an oral complaint and in order to be used in the evaluation of an employee, the employee shall receive written confirmation of the oral complaint. The employee shall be given prompt notice of such complaint and shall be given the opportunity to respond to their supervisor regarding the complaint. The employee will acknowledge that he has had the opportunity to review such complaint by affixing his signature to a copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if an employee refuses to sign any report set forth in this Article then such report may be placed in that respective employee's file.
- 5.3 The parties recognize and agree that, subject to the provisions of this Article, employee evaluation is a supervisory function.
- 5.4 Each new employee to the Chesterfield School System shall be made aware of the school district's evaluation plan. The Association shall have the right to contribute input and to meet and confer with respect to any new plan; but in any event, the Board shall make the final determination of any matters under this section.
- 5.5 Each employee shall be entitled access to his personnel file at any time upon notice to the Director of Human Resources or designee. The employee may, if he wishes, have a representative of the Association accompany him during such a review.
- 5.6 The employee shall have the right to make a response to any material contained in his personnel file and such response shall be made a part of said employee's file. Reproductions of such material may be made by hand or copying machine, if available.
- 5.7 No material will be placed in an employee's personnel file without written notification to the employee. Personnel files are maintained in the Human Resources Department.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

6.1

- a. For purposes of this Agreement, the period of service for school year employees shall not exceed the number of instructional days for students plus six (6), two (2) of which would be at the beginning of the year, four (4) of which would be at the discretion of the administration; the parties shall meet and confer as to content and the Association may recommend content or programming appropriate to address support staff professional development goals. Administration will make the final determination concerning the use of these four days. In any event, the Superintendent or designee shall make the final determination, both as to content and number of days, except that the number of days may not exceed six (6). Except in emergency situations, the Principal shall notify support staff personnel no less than two (2) weeks prior to the date of the non-instructional day whether the staff member is required to attend.
- b. School year Classroom/Student Aides shall work not less than thirty (30) hours per normal work week and all student instructional days plus six (6) additional days per fiscal year. However, the Board may employ up to two (2) part-time school year Classroom/Student Aides in any given school year. School year classroom/student aides may agree to work beyond the days outlined herein and shall be paid at the correct hourly rate of pay.
- c. The first sixty (60) work days of employment shall be considered a trial period to permit the Board to determine a new employee's fitness and adaptability for the work required. The Board may discharge any probationary employee without such discharge being subject to the Grievance & Arbitration Procedure of this Agreement.
- d. Eric Richardson shall be scheduled to work not less than thirty-seven and one-half (37.5) hours per normal work week and fifty-two weeks (52) per year.

6.2 Overtime shall be compensated as follows:

- a. Hours worked in excess of forty (40) hours per week shall be compensated at one and one half (1-1/2) times the employee's regular rate of pay. No overtime shall be granted without prior written approval of the principal or building administrator.
- b. Hours worked in excess of an employee's regular shift but less than forty (40) hours per week shall be compensated at the employee's regular rate of pay.
- c. In the event an employee is required to work a holiday specified within this agreement, payment for all hours worked shall be at two (2) times the employee's regular rate of pay.
- d. In the event an employee is required to work on weekends for a non-school function, he/she shall be paid at one and one half (1-1/2) the employee's regular rate of pay. This provision does not apply to employees whose regular work schedules include weekend work.
- e. Due to the nature of building and grounds maintenance issues, additional, unscheduled hours may be required by the custodial/building and grounds upon the Principal's request. Under these circumstances, if a paid holiday as specified in this agreement falls within the same pay period, the holiday hours shall be

counted for purposes of determining overtime liabilities for custodial/building and grounds staff only.

- 6.3 The school district shall provide written job descriptions including minimum qualifications for each position covered by this Agreement upon request. If the District is considering a change in a job classification or if it creates a new classification, it shall notify the Association of its intent at least thirty (30) days prior to the implementation of the change or new classification. The president of the Association may submit recommendations to the Superintendent about the pending job description(s). The parties may agree to shorten this time period by mutual agreement or in case of an emergency.
- 6.4 The Board agrees that each employee will have an unpaid uninterrupted, duty-free lunch period of at least thirty (30) minutes in duration. Employees shall have the opportunity to provide input to the Principal regarding his/her lunch schedule. In the event that an employee is required to work during his lunch period or part thereof, he shall be paid at the appropriate hourly rate and shall complete the applicable Waiver form in the Payroll Department. Employees are required to take a lunch break unless the waiver is completed and the time is approved in advance by the Principal. Employees may leave the premises during their lunch but shall let the office know they have left the school grounds.
- 6.5
- a. In the event an employee's position becomes eliminated or changed (regardless of the reason), he shall be given consideration for any open and unfilled position which may then be available, provided he has applied and is qualified, in the sole discretion of the Board, to perform the work.
 - b. Any such employee shall be required to submit a written request for consideration under this Section to the Principal. Such request shall set forth the open desired position and the employee's qualifications for that position.
 - c. The Board shall notify the involved employee if it contemplates a change to the assignment of an employee and if the employee objects to the reassignment, the administration agrees to meet with the employee within ten (10) days of receipt of notification to consider the employee's concerns and possible alternatives. In the case the reassignment is refused, such a refusal shall constitute termination of employment without prejudice.
 - d. Vacancies (including summer tutorial work) will be posted for a minimum of ten (10) days except in cases of emergency as determined by the Director of Human Resources. Existing employees will be granted priority for employment to fill vacancies provided they are the more qualified applicants.
- 6.6 It shall be the policy of the Chesterfield School District to use fair and consistent procedures in the event a reduction in force becomes necessary. In all cases, reduction of the staff will be done with the best interests of the students in mind as well as budgetary restraints which may be present at the time. Reduction in staff shall only occur after a careful assessment has been completed with all other reasonable possible options considered.
- a. The Board retains the sole and exclusive right to determine the need for and magnitude of a reduction in staff.
 - b. The Board shall notify the Association of any planned reduction in staff and agrees to make available to the Association any financial or other data relating to the reduction.

- c. When reduction in staff becomes necessary the following factors shall be determinative and in this order:
1. The group shall first be separated by time classification into three groups:
 - a. Calendar-year Employees
 - b. School-year Employees
 - c. Part-time Employees.
 2. The group shall be further divided into the following classifications:
 - a. Classroom/Student Aides
 - b. Grant funded Aides (e.g. Title I)
 - c. Instructional Aides (Library Aide, etc.)
 - d. Food Services Workers
 - e. Custodial Staff
 - f. Administrative Support Personnel (i.e. Receptionist, Admin Asst. to Nurse, etc.).
 3. Program needs and the employee's ability to meet those needs.
 4. Employees with documented performance issues will be the first to be subject to reduction in force. "Employees with documented performance issues" include:
 - a. Employees on a written performance improvement plan in the twelve (12) months preceding a reduction in force.
 - b. Employees whose employment record within twenty-four (24) months preceding a reduction in force reflects a pattern of marginal or unsatisfactory performance, as evidenced by significant disciplinary action or a series of less than satisfactory evaluations.
 5. Employees having the most seniority shall be placed in the remaining positions provided it can be demonstrated their ability to perform the work is relatively equal.
 6. The staff shall be reduced in the reverse order that employees were hired in the school district.
 7. Employees hired on the same date shall be let go by lottery if both are qualified to do the same work.
 8. Full-time employees will not be let go when the needs giving rise to reduction in staff can be met by the termination of a part-time employee.
 9. If an employee is laid off due to reduction in force, the employee shall be considered first for a District position for which they apply for a period of one (1) year following the reduction. Considered first means that applicants shall be evaluated prior to the hiring process and if deemed qualified, in the sole discretion of the Board, offered the position. The employee must apply for the position and identify themselves to the hiring manager by indicating their position was eliminated or reduced within the last academic year on the application. Employees shall be recalled in the reverse order of the reduction (ex. The last employee whose position is subject to a reduction in force shall

be the first to be offered a position, assuming the employee has complied with the application process described herein). Employees may contact Human Resources for specific directions regarding the application process.

- 6.7 The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before November fifteenth (15th) of the preceding year. The Association will also be given an opportunity to provide input, and meet and confer, in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.
- 6.8 The Chesterfield School District agrees to set aside \$8,000 annually for the purpose of funding staff development, including but not limited to college and vocational courses, workshops and seminars, as follows:
- a. For the reimbursement to staff for staff development costs pursuant to the policies and procedures currently in force or as may hereafter be amended for the Chesterfield School District.
 - b. For the reimbursement to staff of college and vocational courses provided that said reimbursement shall be for tuition only and shall be at a rate not to exceed four (4) credit hours at the University of New Hampshire rate per year, and on the further condition that the participant receive a grade of B or better.
 - c. To pay the costs of an employee's participation in any workshop, seminar or similarly educationally related program which activity shall have been approved by the Principal and the Superintendent of Schools, or his/her designee, and which directly relates to the employee's job within the Chesterfield School District. Reimbursement shall be for tuition or registration costs only.
 - d. The Association shall have the right to submit for group workshops, courses, and seminars including related materials associated with approved activities. The Association may apply for up to \$2,500 of the total funds allocated under section 6.8 annually. The Association shall be subject to the same requirements as an individual member under this section except for the initial amount accessible and the ability to apply for materials associated with the group activity. Group activities shall mean greater than three (3) members participating. The District shall recognize the President of the CSSA as having the authorization to apply for these funds.
 - e. The Chesterfield School Board shall post and/or electronically distribute staff development opportunities and will encourage SAU 29 to forward all relevant staff development opportunities to Chesterfield School in a timely manner.

Procedure for Applying for Reimbursement:

Employees shall apply in advance for reimbursement and may apply in anticipation of programs to be attended in advance, including during the summer school break.

Payments: If application is made forty (40) days prior to the anticipated start of the program and otherwise qualifies, payment will be made to the employee in advance of the attendance date.

Employees must provide the administration with certification of attendance (such as a dated receipt) and participation at the full program within thirty (30) days of the completion of the program. Failure to provide such certification shall result in the obligation of the employee to repay any advance payments under this program.

Failure to repay an advance payment upon request shall result in the School District withholding the balance of repayment from any future payments due the employee from any source.

Allocation of Funds: Funds will be allocated on a first come, first-serve basis, provided that no employee shall receive more than \$650 in each year of this contract except as outlined below.

Allocation of Unused Funds: In the event at the end of any fiscal year there are funds that have not been applied for, any employee who has qualified expenses that exceed the set forth above limitation may apply for an additional grant. In the event there are applications for additional grants in excess of the funds available, the funds will be paid on a pro-rata basis.

- 6.9 Employees shall be notified of their anticipated work assignments for the upcoming school year no later than August first (1st). Anticipated assignments are subject to change.
- 6.10 If an employee's permanent (defined as lasting for the remainder of the year) assignment is changed within a school year without at least 15 working days prior written notice, and that change is greater than two grade levels away from the current assignment, i.e. 1st to 4th grade or requires moving to a new grade level team (if applicable, i.e primary, elementary, middle), then the employee shall receive two days orientation consisting of shadowing a teacher or aide within the new age level. This provision shall not be applied to short-term assignments or for employees whom serve multiple grade levels within the course of their assignment.
- 6.11 The District shall attempt to secure a substitute teacher in the event of a teacher absence. Only if that attempt is unsuccessful may support staff be utilized as a half-day or full-day substitute. If an employee agrees to substitute as a teacher for a sustained part of the day, defined as half-day or greater, the employee shall receive, in addition to their normal pay, the established short-term substitute rate in either half-day or full-day amounts. No other proration shall be considered. No consideration for time less than a half-day may be considered. This section shall not apply for long-term substitute assignments or assignments lasting less than a half-day continuously.

ARTICLE VII

RATES OF PAY

- 7.1 The Compensation Plan and its application are set forth in Appendix A attached hereto.
- 7.2 Calendar and School Year Employees shall be eligible to receive District retirement matching funds. Qualifying employees may choose to make contributions to the Districts 403b/Tax Sheltered Annuity or if available the State of New Hampshire's 457b Deferred Compensation Plan through payroll deductions. Employees who choose to contribute to a qualifying retirement plan, will have their contributions matched by the District up to a maximum of 3% of the employee's estimated base pay or a total of \$1,000, whichever is greater. These earnings will not include "other" income such as insurance buybacks, stipends, nor extra hours pay.
- 7.3
- a. New employees and any current employees covered under this agreement, shall be placed on the salary schedule at a level equal to one (1) step for every two (2) years of non-school experience in a like field as well as experience in an educational setting with like experience as determined by the District's Human Resources Office. Advance placement shall be applied at a maximum of three (3) steps and/or a maximum of six (6) years' experience will be considered. Any employee who returns to district employment after a break in service of one (1) year or less shall be returned to the step at which he/she left or to a step reflecting additional experience, whichever is greater.
 - b. A year of service will be prorated using full-time equivalents for part-time work. A partial year of experience will be rounded up to a whole year when it is equal to more than fifty percent (50%) of a year and will be rounded down when it is equal to fifty percent (50%) and less of a year.
- 7.4 Direct deposit of employees' pay shall be required and provided to all employees at no cost.

ARTICLE VIII

GRIEVANCE PROCEDURE

- 8.1 Definition: A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved employee" is the person or persons making the claim. All time limits specified in this Article shall mean calendar days. Failure of the grievant to file a grievance in a timely manner shall render the grievance null and void. Failure of the grievant at any level of the 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.
- 8.2 If the circumstances of the grievance indicate to the supervisor that the grievance is a claim that may be construed as Sexual Harassment, the supervisor will proceed under the District's Sexual Harassment Policy (GBAA) and will notify the Director of Human Resources and the grievance procedure shall be suspended pending the outcome of the Sexual Harassment investigation. If after an investigation the incident is deemed Sexual Harassment, the complaint will proceed under the Sexual Harassment Policy and not be eligible to move forward under this Grievance Procedure. Appeals of all findings made under the Sexual Harassment Policy shall follow the Sexual Harassment Policy, not the grievance procedure. If after an investigation the complaint is deemed not to be Sexual Harassment the complaint may proceed under this Grievance Procedure.
- 8.3 Purpose: The parties acknowledge that it is more desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (See Appendix B attached hereto) and referred to the following formal grievance procedure.
- 8.4 Right of Representation: An employee covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time subject to his requesting such representation.
- 8.5 Formal Procedure: The aggrieved employee shall present the grievance in writing to the employee's immediate supervisor and Director of Human Resources within thirty (30) calendar days of the date of the occurrence of the matter being grieved. The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. No grievance shall be considered under this procedure unless notice of the same is given to the administration within thirty (30) days following the occurrence of the facts which give rise to the grievance.

LEVEL A. Within seven (7) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved employee. Within seven (7) days following any such meeting, the Principal shall give his answer in writing. If the grievance is not settled at this level then it may be referred to Level B within ten (10) days of the receipt of an answer given at this level.

LEVEL B. Within ten (10) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his answer within ten (10) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level the grievance may be referred to level C as set forth herein.

LEVEL C. Within fifteen (15) days of the grievance being referred to this level, the Board will meet with the participants of the grievance to hear the grievance. The Board will give its answer within fifteen (15) days of the meeting. If the grievance is not settled at this level, the grievance may be referred to arbitration as set forth herein.

LEVEL D. If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his best efforts to arbitrate the grievance, but he shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

As to decisions involving RIF, suspension, or discharge of an employee (other than a probationary employee) the decision of the arbitrator shall be binding. In all other cases the decision shall be advisory. Notwithstanding the provisions herein, upon receipt of the decision of the arbitrator either party may petition a court of competent jurisdiction to review the facts and law and render a decision.

- 8.6 Time periods specified in this procedure may be extended by mutual agreement.
- 8.7 Upon selection and notification by the Association, the Board shall recognize an Association Grievance Committee.
- 8.8 Grievance(s) involving more than one employee or involving the Superintendent may be submitted by the Association to Level B.
- 8.9 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.
- 8.10 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

ARTICLE IX

LEAVES OF ABSENCE

- 9.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article.
- 9.2 SICK LEAVE: (Calendar Year and School Year Employees)
Sick leave is for the personal illness of an employee. However, up to ten (10) sick days in any given school year shall be available in the event of illness in the employee's immediate family (defined as spouse, child, parent, grandparent, grandchild, parents of spouse or any person permanently residing in the employee's household), excluding work connected disability covered by New Hampshire Workers' Compensation Laws. Absences in excess of five (5) consecutive work days shall require doctor's certification.
- 9.3
- a. School year employees shall be credited with ten (10) sick leave days per year up to a maximum accumulation of ninety (90) days. The employee shall accrue one (1) sick leave day per month, but not to exceed ten (10) per year. Should the employee leave the employ of the District prior to earning sick leave days paid for, the employee shall reimburse the District the difference between earned sick leave and paid sick leave, via a payroll deduction of the balance due from the final paycheck. Calendar year employees shall be credited with twelve (12) sick leave days per year up to a maximum accumulation of ninety (90) days. Part-time kitchen workers shall be credited with twelve (12) hours of Sick Leave time for bonafide illness which is non-cumulative in any school year.
 - b. The district will document applicable sick and vacation balances on pay stubs when practicable.
- 9.4 SICK LEAVE BUY-BACK: (Calendar Year and School Year Employees)
Long term employees may be eligible for a one time sick leave buy-back benefit upon Official Retirement. Notice of Official Retirement must be delivered in writing to the District via the acting School Board Chair, no later than September first (1st) prior to the school year in which Official Retirement will be taken. For example, an employee wishing to retire on June 30, 2023 must alert the district in writing no later than September 1, 2021. "Official Retirement" means; when the employee actually retires from active employment, full or part-time, with a minimum of twenty (20) years of continuous service in the Chesterfield District, part-time years will be prorated toward full-time equivalent years, and deemed eligible only under circumstances where the total years of District service when added to the employee's age equals no less than seventy-eight (78). An employee who fails to submit retirement notice by the deadline herein but wishes to retire due to extenuating circumstances, may request a waiver from the Board allowing payment of the sick leave buy-back. The timing of this payment, if approved, shall be at the sole discretion of the Board to allow for adequate budgeting of the expense. The Board's decision regarding approval of the waiver and/or the timing of the payment shall not be subject to grievance.
- 9.5 VACATION: (Calendar Year Employees)
Employees shall receive vacation according to the following schedule:
- a. Calendar year employees:
 - 0 - 1 year = 1 day per month, 12 days per year
 - 1 - 5 years = 1.25 days per month, 15 days per year
 - 6 - 10 years = 1.5 days per month, 18 days per year
 - 11 or more years = 1.75 days per month, 21 days per year

- b. Any unused vacation days will be paid in the last pay period of the year or an employee may elect to carry over to the next year not more than thirty (30) unused vacation days.
- c. School year and part-time employees shall receive no vacation.

9.6 HOLIDAYS: (Calendar Year and School Year Employees)

- a. Calendar and School Year Employees shall receive the following paid holidays:

New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
Labor Day	Christmas Day
Five (5) additional days as determined by the Administration.	

In addition, calendar year employees receive Independence Day as a paid holiday.

9.7 DISABILITY: (Calendar Year and School Year Employees)

The Board agrees to provide all Calendar Year and School Year employees with short-term disability/long-term disability coverage according to the policy in effect for employees. Provided, however, that an employee shall not be entitled to disability benefits for disability resulting from sickness or injury that was diagnosed and/or treated within three (3) months before the commencement of an employee's employment with the district and which disability commences during the first twelve (12) months of "employment" with the district. Provided, further, that an employee will not be entitled to disability benefits if the sickness or injury resulting in disability is caused or substantially caused as a result of other employment. (A copy of the current policy is available in the Human Resources office.)

The level of, access to, and eligibility for, short-term disability and long-term disability benefits shall not be reduced without the prior consent of the Association.

9.8 PERSONAL TIME: (Calendar Year and School Year Employees)

Calendar Year and School Year employees shall be entitled to a maximum of three (3) paid personal leave days, non-cumulative, in any school year. To be eligible for personal leave under this Section, written request shall (except in an emergency) be presented to the Principal at least twenty-four (24) hours prior to any such personal leave. Personal days are for activities of such a personal nature that it is essential for an individual to be absent from his/her professional duties. Personal days are not to extend a long/holiday weekend or school vacation break. (Approval of personal leave days shall be at the discretion of the principal who shall not be arbitrary or capricious in his/her denial of personal leave.) Unused personal days shall be purchased by the district at a rate of \$100 each, paid by June thirtieth (30th). Only half and full day increments shall be considered.

9.9 WORKERS' COMPENSATION:

An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall receive his net difference between Workers' Compensation payments and his full pay at his applicable salary rate and such payment by the Board shall continue until any such employee has used all of his accumulated sick leave. Thereafter, he shall continue to receive only those monies paid to him under the provisions of the Workers' Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provision of this Section shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any employee receive monies in excess of the regular net earnings to which he was entitled prior to any such Workers' Compensation claim.

- 9.10 MILITARY LEAVE:
Military leave of absence shall be granted by the Board in accordance with state and federal statutes.
- 9.11 JURY DUTY:
An employee called as a juror will be paid the difference between the fees he receives for such service, based on the employee's regular daily rate. An employee subpoenaed to serve as a court witness shall be granted unpaid leave. Employees must provide a copy of supporting official court documents for leave in this section to be approved by the supervisor.
- 9.12 MILITARY SERVICE:
An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his pay for such government service and the amount of earnings lost by him for reason of such service based on the employee's regular daily rate.
- 9.13 BEREAVEMENT LEAVE:
Employees shall be entitled to a maximum of four (4) paid bereavement days for deaths in the employee's immediate family (defined as spouse, child, parent, sibling, grandparent, grandchild, parents of spouse or any person permanently residing in the employee's household). In extenuating circumstances the Board may grant additional leave under this Section as set forth in Section I of this Article.
- 9.14 Leaves for other reasons, paid or not paid, shall be granted at the discretion of the Board. The building principal, at their discretion, may grant one unpaid day of leave per employee, per year without approval of the Board.
- 9.15 Professional days, with or without pay, shall be at the sole discretion of the Superintendent or his designee.
- 9.16 Paid leave may only be claimed while on full paid status as an employee of the District.
- 9.17 CHILD REARING LEAVE: (Calendar Year and School Year Employees)
In addition to the period of time in which a staff person is disabled as a result of the birth of a child, or upon the adoption of an infant child, upon written request to the Administration given at least sixty (60) days prior to the anticipated birth date, the staff person shall be granted maternity (sometimes called child rearing leave) without pay. As consideration for the extended time, an employee on said leave agrees to return on the first day of a pay period ONLY, and provided further that the total leave shall not exceed twelve (12) months. A further extended leave may be granted at the discretion of the Board. The employee shall give the Board notice of intended return date at the time of request for leave. The consideration for the granting of the extended leave is the agreement of the staff person to give the notices and abide by the return dates set forth in this paragraph. During the time that the staff person is on unpaid child-rearing leave, the staff person shall be entitled to remain eligible for participation in all District fringe benefit programs provided they shall be at the sole expense of the staff person, and provided the staff person shall not be eligible for paid leave.
- 9.18 FMLA:
If applicable, all eligible employees as defined by the Family and Medical Leave Act shall be entitled to the benefits of the Act or the benefits of this contract, whichever is greater, and employees shall be required to use accrued sick leave during the leave covered by the Family and Medical Leave Act. The Board's obligation to pay health insurance costs shall not exceed twelve (12) weeks unless such coverage is provided for in this collective bargaining agreement. The Board shall retain all such discretion as provided in the Act unless limited by this Agreement.

- 9.19 WEATHER DELAY/ WEATHER DISMISSAL:
 Upon an official delayed opening or early dismissal due to snow or inclement weather, employees are expected to arrive at work at the scheduled time with the exception of Classroom/Student Aides who shall observe the delayed opening. If employees are unable or not permitted to work the scheduled total number of hours due to a delayed opening or early dismissal, the employee shall be able to make up the time lost due to the delayed opening/ early dismissal in connection with the Principal. All make-up time must be performed within the same pay period as the weather related delayed opening or early dismissal. The Board recognizes the difficulty in exercising this right when the delayed opening/ early dismissal occurs during the second week of the pay period. In such cases, employees shall have one additional pay-period to perform make-up time. The building principal will administer this provision in good faith at his/her discretion. This provision is not applicable to closures, including snow days.
- 9.20 PERFECT ATTENDANCE: (Calendar Year and School Year Employees)
 An employee who achieves perfect attendance, defined as not using sick or personal leave and who works all student instructional school days as listed in the school calendar, shall be entitled to a \$500 bonus to be paid by June thirtieth (30th), upon the close of the applicable school year. The amount shall not be prorated.

ARTICLE X

INSURANCE

- 10.1 HEALTH INSURANCE: (As defined below)
 The Board agrees to maintain in effect health insurance plans for all employees currently working or hired in positions requiring 1080 or more regularly scheduled annual hours under this contract so long as they remain on the Chesterfield School Payroll.

The Board agrees to offer at least three plan options including the AB20 (or its equivalent) and at least two additional options. The board may offer more than 3 plan choices. The contribution rates listed below shall be applied to the **plan chosen**. If the plan chosen is more costly than the AB20, contributions will be capped at the AB20 contribution costs.

Contribution Rates

2020-21	80%
2021-22	80%
2022-23	80%

Health insurance offered by the District seeks to comply with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the "ACA"), as it may be amended, to the extent it is applicable, so as to avoid the imposition of any penalty, fine, or tax or other material adverse financial impact to the District. Accordingly:

The District may increase the amount of its health insurance contribution on a per employee basis by such amount necessary to comply with the affordability requirements set forth in §1401 the ACA, and any applicable rules promulgated pursuant to that Section, as they may be amended.

The District and Association seek to avoid the imposition of an excise tax on high cost employer-sponsored health coverage under 26 U.S. C. § 4980 (the "Cadillac Tax"). If the board determines that a plan offered will result in the imposition of such tax, it shall notify

the Association and the parties shall reopen negotiations for the sole purpose of identifying a substitute plan. The substitute plan will seek to maintain the benefits of the original plan, but both parties recognize that the plan may be diminished for the purpose to avoid the tax. If the parties are unable to agree on a substitute, the Association and the District shall share the costs of the excise penalty equally.

10.2 PAYMENT IN LIEU OF HEALTH INSURANCE:

An eligible employee must enroll as a member of one of the products offered by the district to employees covered under this agreement in order to receive this benefit. Employees may elect not to join the plan or may elect single, double or family coverage. Eligible employees electing not to join one of the health plans for the entire membership year, and who provide proof of alternate group health insurance coverage through sources other than the Town of Chesterfield; shall be eligible to receive a \$6,000 payment upon the close of the applicable school year. The amount shall not be prorated and no consideration for partial years will be given. This payment will be offset by any penalty imposed upon the District as a result of the employee's participation in an alternative health care plan.

10.3 DENTAL INSURANCE: (Calendar Year and School Year Employees)

The Board agrees to maintain in effect Delta Dental Option 8 providing \$1,500 maximum coverage per year for employees covered by this Agreement. The Board's maximum contribution for each eligible employee shall be as follows:

2020-2023	\$1,000
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10.4 The difference between the Board's contribution, as shown above, and the actual cost of coverage selected by the employee will be payroll deducted from appropriate payroll periods.

10.5 LIFE INSURANCE: (Calendar Year and School Year Employees)

The Board will pay the full cost to provide a term life insurance policy in the amount of three (3) times salary including an accidental death and dismemberment provision, subject to regulations imposed by the carrier.

10.6 The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Article including the right to self-insure; however, the Board shall not have the right to diminish any part of the benefits provided herein.

10.7 The parties agree that payroll deductions for health and dental insurance will be taken on a pretax basis. The parties agree that any deduction made by the District from the compensation of the employee which result from District error and which exceed the amount actually authorized for deduction by the employee shall be refunded to the employee.

10.8 SPENDING ACCOUNTS (Calendar and School Year Employees)

The District agrees to establish a Section 125 Medical Spending Account and a Dependent Care Spending Account at District expense for all calendar and school year employees. The Medical Spending Account will have a \$200 minimum and a \$2,500 maximum limit. The Dependent Care Spending Account will have a \$200 minimum and a \$5,000 maximum limit. The Board reserves the right to limit contributions to Flexible Spending Accounts as necessary to avoid "Cadillac Tax" under ACA.

ARTICLE XI

MISCELLANEOUS PROVISIONS

- 11.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 11.2 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, membership, and/or activity in the Association.
- 11.3 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment by the Board.
- 11.4 No employee will be disciplined or reprimanded except for just cause.
- 11.5 Whenever possible, an employee shall provide two (2) weeks' notice of intent to resign from a position to the District.

ARTICLE XII

NOTICE UNDER AGREEMENT

- 12.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Chesterfield School Board Chairperson, c/o Chesterfield School, 535 Old Chesterfield Rd., PO Box 205, Chesterfield, NH 03443-0205 with a copy provided to the Superintendent of Schools, SAU 29, 193 Maple Avenue, Keene, New Hampshire 03431. Use of District email for the purpose of written notice shall be acceptable with documented proof of receipt.
- 12.2 Whenever written notice to the Chesterfield Support Staff Association is provided for in this Agreement, such notice shall be addressed to the President or Co-Presidents of the Chesterfield Support Staff Association at his/her then current address.
- 12.3 Either party, by written notice, may change the address at which future written notices to it shall be given.
- 12.4 Prior to the start of each school year or any time a change occurs the Association will provide the Board the names of the Association's officers and appointed members to the Association's Grievance Committee.

ARTICLE XIII

STRIKES AND SANCTIONS

- 13.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any

instigation thereof during the life of this Agreement, nor shall the Board engage in any form of lockout against employees.

ARTICLE XIV

DURATION OF AGREEMENT

- 14.1 This Agreement shall continue in full force and effect until twelve o'clock midnight June thirtieth (30th), 2023.
- 14.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representative of the Chesterfield School Board and the Chesterfield Support Staff Association.
- 14.3 A copy of any agreement reached hereunder will be filed by the Association with the PELRB within fourteen (14) days of its execution and printing.

APPENDIX A

**CHESTERFIELD SUPPORT STAFF
SALARY SCHEDULES**

CHESTERFIELD SUPPORT STAFF SALARY SCHEDULES

	Year 1		Year 2		Year 3
STEP	2020-21	STEP	2021-22	STEP	2022-23
0	13.90	0	14.00	0	14.10
1	14.15	1	14.25	1	14.35
2	14.25	2	14.35	2	14.45
3	14.35	3	14.45	3	14.55
4	14.55	4	14.65	4	14.80
5	14.90	5	15.00	5	15.15
6	15.20	6	15.30	6	15.45
7	15.40	7	15.65	7	15.80
8	16.00	8	16.10	8	16.25
9	16.50	9	16.75	9	16.90
10	16.70	10	16.95	10	17.10
11	17.40	11	17.50	11	17.60
12	17.70	12	17.95	12	18.10
13	17.95	13	18.20	13	18.35
14	18.40	14	18.65	14	18.80
15	18.90	15	19.15	15	19.30
16	19.60	16	19.75	16	19.90
17 and Over	19.85	17	20.10	17	20.50

Advance placement shall be applied at a maximum of three (3) steps and/or a maximum of six (6) years' experience will be considered.

APPENDIX B

GRIEVANCE REPORT FORM

Grievance No. _____

School District

To: _____
(Name of Principal)

Complete in quadruplicate with copies to:

- 1) Principal
- 2) Superintendent/Assistant Superintendent
- 3) Association
- 4) Director of Human Resources

School: _____

Name of Grievant: _____

Date Filed: _____

LEVEL A

Date of Grievance: _____

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

2. Relief sought: _____

Signature _____ Date _____

Answer given by Principal: _____

Signature _____ Date _____

Position of Grievant: _____

Signature _____ Date _____

GRIEVANCE REPORT FORM

LEVEL B

Date received by Superintendent/Assistant Superintendent: _____

Answer given by Superintendent/Assistant Superintendent: _____

Signature _____ *Date* _____

Position of Grievant: _____

Signature _____ *Date* _____

LEVEL C

Date submitted to Board: _____

Answer given by the Board: _____

Signature _____ *Date* _____

Position of Grievant: _____

Signature _____ *Date* _____

LEVEL D

Date submitted to Arbitration: _____

Disposition of Arbitrator: _____

Signature _____ *Date* _____

In witness whereof the parties executed this agreement on this 6th day of June, 2020
as of the date and year first written above.

CHESTERFIELD SCHOOL BOARD

CHESTERFIELD SUPPORT STAFF
ASSOCIATION




