

CONTRACT

Between the

FREMONT SCHOOL DISTRICT

and the

**ELLIS SCHOOL SUPPORT STAFF
AFT Local # 6223, AFT-NH, AFL-CIO**

July 1, 2021 – June 30, 2024

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**ARTICLE I
AGREEMENT**

- 1.1 This is a Collective Bargaining Agreement made and entered into by the Fremont School Board, Fremont, New Hampshire, (hereinafter called the “District”) and the Ellis School Support Staff, AFT-NH, AFT Local #6223, AFL-CIO (hereinafter referred to as the “Federation”).

**ARTICLE II
RECOGNITION**

- 2.1 The School Board of the Fremont School District (hereinafter referred to as the “Board”) hereby recognizes the Ellis School Support Staff, Fremont (AFT-NH, AFT, AFL-CIO) (hereinafter referred to as the “Federation”).
- 2.2 The Board recognizes the Federation as the exclusive bargaining agent of all permanent full and part-time employees in the following job titles: Custodian, Aide, Para-educator Secretary/Receptionist, Food Service Staff, in accordance with PELRB Case # M-0797 issued April 1, 2003.
- 2.3 Newly hired employees serve a probationary period of 90 calendar days.
- 2.4 Definitions:
- A. Full-time employee - Shall be defined as follows:
1. An employee who works for the academic year who is regularly scheduled to work at least 30 hours per week;
 2. An employee who works more than the academic year but less than a calendar year (i.e., extended year) who is regularly scheduled to work at least 30 hours per week; and
 3. An employee other than an employee who works for the academic year or more than the academic year (i.e., year-round) who is regularly scheduled to work at least 40 hours per week.
- B. Part-time employee – An employee for the academic year who is regularly scheduled to work fewer than 30 hours per week, and an employee for other than the academic year who is regularly scheduled to work fewer than 40 hours per week.
- C. Probationary employee – An employee during his/her first 90 calendar days of employment.
- D. Permanent Employee – An employee who has completed his/her probationary period.

**ARTICLE III
MAINTENANCE OF MEMBERSHIP/DUES DEDUCTION**

- 3.1 Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Federation, and each employee in the bargaining unit who becomes a member of the Federation after that date shall continue his/her membership in the Federation during the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Federation between September 1 and September 20 of any given year by providing written notice to the Federation and the Board.
- 3.2 Should there be a dispute between an employee and the Federation over the matter of an employee's Federation membership, the Federation agrees to hold the School District harmless in any such dispute.
- 3.3 The Federation shall post notices of the provisions of 3.1 as set forth above on all Federation bulletin boards at least twenty (20) calendar days prior to the anniversary date.
- 3.4 The District agrees to deduct dues from the wages of employees in the Federation upon presentation of appropriate authorization forms specifying the dollar amount to be deducted. The District shall make payroll deductions each pay period and shall remit such deductions along with a list indicating the name and amount deducted to the Federation on a monthly basis. However, if an employee has no check coming or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said employee for that pay period. The Federation agrees to hold the district harmless from any dispute arising under this article.

**ARTICLE IV
DISCIPLINARY ACTION**

- 4.1 No employee shall be disciplined without just cause, provided, however, that this provision shall not apply to probationary employees during the term of their probation.
- 4.2 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.
- 4.3 Disciplinary action shall normally follow in the following order; however, disciplinary action may be taken out of order depending on the severity of the infraction:
 - A. Verbal warning
 - B. Written warning
 - C. Suspension without pay
 - D. Discharge
- 4.4 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary actions are being taken.
- 4.5 All disciplinary action shall be documented with a copy given to the employee at the time of such action.

- 4.6 Employees shall be entitled to supervised access to their personnel files on the second business day after notice has been given to the District office. Nothing that may be used against an employee shall be placed into the personnel file of an employee until the employee is given an opportunity to review it. The employee shall sign a statement acknowledging that the opportunity was given, but such signature shall not indicate agreement with it. Should an employee refuse to sign the acknowledgement, the material may be placed in the file with a notation that the employee refused to sign. Employees shall have the right to duplicate material in their personnel file, or that which is to be placed in their file.

ARTICLE V EVALUATIONS

- 5.1 Formal evaluations shall be conducted at the end of the probationary period and annually thereafter. Any formal evaluation of a para-educator or a secretary/receptionist shall be conducted by the Principal and/or Special Education Coordinator/Director, as appropriate, with input from the assigned teacher if applicable. Formal evaluation of custodians shall be conducted by the Director of Maintenance. An employee shall be given a copy of any formal evaluation report prepared by his/her evaluator before any conference held to discuss it. 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 The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall be made a permanent part of said file. Reproduction of such material may be made by hand or copying machine at the employee's expense.
- 5.3 Any employee who feels that he/she has received an unfair evaluation shall have the right to have it reviewed by the Superintendent.
- 5.4 An evaluation committee with equal representation from the administration and union shall meet at least once annually to review the evaluation process and to make recommendations to the Board for improvements to same.

ARTICLE VI GRIEVANCE PROCEDURE

- 6.1 Except as may otherwise be provided in this Agreement (see, e.g., Sections 7.1, 8.3, 9.5, 14.2, and 14.7, a grievance is defined as an alleged violation of a specific provision of this Agreement.
- 6.2 A grievance must be filed within ten (10) days of its occurrence or when the employee by reasonable diligence should have known of its occurrence. Grievances shall be processed in the following manner. The employee shall use Appendix A for this purpose.

Step 1: The matter will be discussed orally between the aggrieved employee and the employee's closest immediate supervisor who is not a member of this bargaining

unit. The Federation representative may be present if requested by the grievant(s). A decision shall be rendered within five (5) days.

Step 2: If the grievant is not satisfied with the immediate supervisor's decision, he/she may appeal the decision to the Building Principal within five (5) days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- A. The nature of the grievance, i.e., the specific provisions of the contract, which have been violated or misinterpreted or misapplied.
- B. The injury and the loss which is claimed, i.e., the specific loss to the employee in pay or benefits.
- C. The remedies sought.
- D. Date of the alleged violation or misapplication.

The Building Principal shall investigate the matter and communicate the decision in writing to the grievant within ten (10) days from receipt of the written grievance.

Step 3: If the grievance is not adjusted to the grievant's satisfaction following Step 2, the grievance may be further appealed to the Superintendent in writing within five (5) days after receipt of the Step 2 decision. The Superintendent shall investigate the grievance and render a decision in writing within ten (10) days after the receipt of the appeal.

Step 4: If the grievance is not resolved to the grievant's satisfaction following Step 3, he/she may appeal the grievance to the School Board no later than five (5) days after receipt of the Superintendent's decision. The grievance shall be submitted, in writing, through the Superintendent of Schools, who shall attach all related papers and forward the grievance to the Board. The Board shall hold a hearing with the grievant within ten (10) days of receipt of the appeal and render a decision, in writing, within fifteen (15) days of the hearing.

Step 5: If the decision of the School Board does not resolve the grievance the Federation shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Federation notifies the Superintendent and School Board of such request within ten (10) working days of receipt by the Federation of the School Board's decision. The following procedure shall be used to secure the services of an arbitrator.

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Superintendent, the American Arbitration Association will be notified by the Federation and requested to designate an Arbitrator under its rules.

- b. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/She shall be bound by and must comply with all of the terms of this Contract. He/She shall have no power to add to, delete from, or modify in any way any of the provisions of this contract. The arbitrator may award a “make whole recommendation”, but may apply no penalty payments.
 - c. The Superintendent, the aggrieved, and the Federation shall receive copies of the arbitrator’s decision. This shall be accomplished within thirty (30) days of the completion of the arbitrator’s hearing or as otherwise provided in accordance with the rules of the American Arbitration Association.
 - d. The decision of the arbitrator shall be final and binding on the parties.
 - e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Federation. Any other expenses shall be paid by the party incurring same.
- 6.3 Failure by the District or its agents to communicate the decisions on a grievance within the time limits specified herein shall permit the grievant to proceed to the next step. Failure of the grievant or the Federation in any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered acceptance of the decision rendered.
- 6.4 Time periods specified in this procedure may be extended by mutual written agreements.
- 6.5 All days in this procedure shall be considered as work days.
- 6.6 Grievances involving termination shall begin at the Superintendent level.

ARTICLE VII STATE CERTIFICATION

- 7.1 Para-educators and all other employees required to have state certification now or in the future shall maintain certification as determined by state rules while employed in the Fremont School District. All such employees shall demonstrate certification within 90 calendar days of hire. No new hire shall be retained if they fail to achieve the certification within ninety (90) days. Failure to receive certification or to maintain certification are grounds for immediate dismissal and not subject to the grievance procedure, Article VI. Only certificates from the State of New Hampshire shall be recognized. Employees being compensated on the para-educator certification schedule must hold a valid para-educator certification. Employees being compensated on the para teacher certification schedule must hold a valid teacher certification.

- 7.2 Para-educators who attain Para-educator II certification or Teacher certification shall receive the higher rate of pay upon submission of proof of certification to the SAU office.

ARTICLE VIII PROBATIONARY PERIOD

- 8.1 The first 90 calendar days of regular employment on an uninterrupted basis shall be the probationary period.
- 8.2 The probationary period shall be considered an integral part of the process of employment for employees and shall provide the administrator with the opportunity to observe the new employee's work.
- 8.3 At its sole discretion the District may terminate a newly hired person from employment within the probationary period without giving a reason for the termination. Terminations under this Article shall not be grievable.
- 8.4 A probationary employee, who is transferred or promoted to a different position within the original probationary period, shall not have the time worked in the prior position counted toward the accumulation of the required time of the probationary period.
- 8.5 A probationary employee shall be limited to utilizing three (3) days of sick leave, shall not be entitled to utilize vacation leave, and shall receive no dental or health insurance. Notwithstanding the foregoing sentence, the District may allow probationary employees to enroll in health insurance to the extent necessary to avoid penalties under the Affordable Care Act and regulations implementing the same.

ARTICLE IX VACANCIES AND ASSIGNMENTS

- 9.1 Notices of bargaining unit vacancies shall be posted on the official bulletin board within the school. Such notices shall be posted for a period of at least five (5) workdays.
- 9.2 The posting shall contain a description of the position, labor grade, pay range, name of the school, name of the person to whom the application is to be returned and the date by which the application is to be returned.
- 9.3 By September 30th of each year, the Board shall notify the President/Chairperson of the Federation, in writing, of the names, addresses, rate of pay and position of each bargaining unit member.
- 9.4 The District reserves the right to fill vacant positions with applicants from outside of the bargaining unit. When there is more than one applicant the District may fill the vacancy with the more qualified applicant as judged by the Superintendent. When two or more applicants are judged to be equally qualified, applicants who are members of the bargaining unit shall be given preference. When two or more applicants who are members of the bargaining unit are judged to be equally qualified, the employee with the greatest seniority shall be given preference.

- 9.5 In the filling of vacancies, the determination of qualifications shall not be subject to the grievance procedure. The only matter that may be grieved will be the determination of seniority. Seniority is defined as uninterrupted service in a bargaining unit position.
- 9.6 An employee may be temporarily assigned to the work of any position of the same or lower classification without a change in pay. Upon cessation of such temporary assignment, the employee shall be restored to his/her original position.
- 9.7 Employees will be compensated on a plus rate (no less than 5% to the nearest whole cent) above his/her present rate or the minimum pay of the bargaining unit classification to which they are temporarily assigned, whichever is lower, for working a higher level classification after five (5) consecutive days of temporary assignment. Upon cessation of such temporary assignment, the employee shall be restored to his/her original position and pay rate.
- 9.8 Employees shall be provided with an intent to re-employ form on or before June 1st of the preceding school year (Appendix B). It shall be the responsibility of the employee to return said form on or before June 15th. In the event the employee does not return the form, the District shall be under no obligation to retain his/her position and shall cancel benefits effective July 1st.
- 9.9 The Administration shall make a good faith effort to notify employees of their work assignment as early as possible, but in no event later than June 30th preceding the school year. The Board retains the discretion to change assignments, but shall make reasonable efforts to consult with the employee prior to making a change.

ARTICLE X HOURS OF WORK AND OVERTIME

- 10.1 Time worked in excess of forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1-1/2). All paid leave occurring during the work week shall be counted as hours worked for the purpose of determining the forty (40) hours. All overtime must be approved, in advance, by the Superintendent or designee.
- 10.2 The workweek shall not be interrupted to avoid the payment of overtime.
- 10.3 Any employee who has left work and is recalled prior to the next shift shall be paid a minimum of two (2) hours at the applicable rate.
- 10.4 In a delayed opening or emergency early release, as determined by the District, employees shall not be required to report to work more than fifteen (15) minutes prior to the opening of school in the building to which they are assigned. Employees shall suffer no loss in pay due to a delayed opening or early release.
- 10.5 Each employee shall be guaranteed a paid thirty (30) minute lunch period daily.
- 10.6 Upon mutual agreement between the employee and his/her supervisor the employee may work a flex schedule.

- 10.7 An employee may be assigned up to two (2) duties per day, not to exceed thirty (30) minutes per day.

The work day for para-educators shall be a consecutive 6.67 hours. If an individual is requested by Administration to work additional time, attend meetings, or trainings which extend beyond the normal work day, they will be paid for hours worked.

- 10.8 The work year for para-educators shall be not less than 180 student days and five (5) professional development days. The District may schedule additional days beyond 185 days, after consultation with the Union, provided those days are dedicated to scheduled professional development activities.

- 10.9 There will be monthly special education meetings with para-educators. The Administration and the Union will work together to schedule these meetings.

- 10.10 If a para-educator is assigned to serve as a substitute teacher, the para-educator shall be compensated, in addition to his/her regular rate of pay, at the rate of \$10 per hour.

ARTICLE XI REDUCTION IN FORCE

- 11.1 The bargaining unit shall consist of five classifications: custodians, para-educators, aides, secretaries/receptionists, and food service. The School Board shall have the right to determine the number of employees in each classification.

- 11.2 In the event that the School Board determines that it will be necessary to reduce force in one or more classifications, it shall notify the Federation.

- 11.3 The School Board initially will attempt to determine the number of possible resignations and retirements in the affected classification(s) in a good faith effort to avoid potentially unnecessary layoffs. If layoffs are necessary, the Board shall layoff employees based on the best interests of the District, taking into account qualifications, performance and seniority.

- 11.4 An employee who is laid off shall have recall rights to a vacant position in the classification from which he/she was laid off, provided the Superintendent judges the employee to be highly qualified for that position. In the event that more than one laid off employee holds such recall rights to a vacant position, employees shall be recalled in the inverse order that they were laid off. Laid off employees with such recall rights to a vacant position shall be offered recall before a new employee is hired for that position. Employees shall retain recall rights for a period of fifteen (15) months from the date first laid off. An employee who declines an offer of recall from layoff shall lose his/her recall rights.

**ARTICLE XII
HOLIDAYS**

12.1 HOLIDAYS

Full-time calendar year employees and full-time employees who work more than the academic year as defined by Section 2.4 shall receive the following (11) paid holidays:

| | |
|------------------------|-------------------------------------|
| Fourth of July | Christmas Day |
| Labor Day | Martin Luther King/Civil Rights Day |
| New Year's Day | Memorial Day |
| Veteran's Day | |
| Thanksgiving Day | |
| Day after Thanksgiving | |
| Christmas Eve Day | |
| Columbus Day | |

Academic year employees shall receive the following nine (9) paid holidays:

New Year's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
Labor Day
Memorial Day
Veteran's Day
Martin Luther King Day/Civil Rights Day

Some holidays may be re-scheduled to coincide with the school calendar.

- 12.2 In order to qualify for pay on an un-worked holiday under section 1 above, an employee must work or be on paid leave on the last scheduled work day prior to the day the holiday is observed and the first scheduled work day subsequent to the day on which the holiday is observed. There are no exceptions to this requirement unless illness or injury that is confirmed with a Doctor's note.

**ARTICLE XIII
VACATIONS**

- 13.1 Full time calendar year employees and full-time employees who work more than the academic year per Section 2.4 shall accrue vacation leave as follows:
- a. First five years of service - ten (10) days per year.
 - b. Beginning the sixth year of employment, one additional day will be earned each year up to a maximum of twenty (20) days per year.

Vacation accrual shall be prorated during the first year of employment. An employee must be employed for at least six (6) months before using accrued vacation.

Unused vacation may not be carried over into a subsequent year.

- 13.2 Employees may accrue up to the maximum accruals as allowed above. However, vacation days accrued beyond the allowed maximum accruals as of July 1st may be utilized in July and August provided that notice is given to the Superintendent by June 15th of intent to “carry over” and that such carry over is capped at five (5) days.
- 13.3 Requests for vacation leave shall be made in advance and granted when such time off least interferes with the efficient operation of the school, however, in no instance shall time off be granted during the first two weeks of any school year.
- 13.4 Upon separation of employment for any reason, any unused vacation time shall be paid to the employee or his/her estate.
- 13.5 In the event there is a conflict for the scheduling of vacation time between employees, the employee with the longer continuous service with the District shall have preference.

ARTICLE XIV LEAVES OF ABSENCE

14.1 SICK LEAVE:

All full-time calendar year employees and full-time employees who work more than the academic year per Section 2.4 shall be entitled to 12 days of sick leave per year with a maximum accrual of one-hundred (100) days.

All academic year employees shall be entitled to 10 days of sick leave per year, with a maximum accrual of sixty (60) days.

Employees shall be entitled to their sick days at the start of the work year. Probationary employees shall be entitled to the number of sick days earned at the rate of 1 day per month.

Medical opinions acceptable to the District may be required prior to payment of the sick leave benefit after an absence of three (3) consecutive work days.

Sick leave shall be used for actual sickness or disability of the employee. Sick leave may be used for the illness or disability of a child or spouse who requires the employee’s care, with additional days granted at the discretion of the Superintendent.

Upon separation of employment for any reason, unused sick leave shall not be paid.

14.2 SICK BANK

A bank of sick days was established on September 1, 2010. Any employee who did not previously contribute to the bank or any newly hired employee will be given the

opportunity to donate two (2) sick days to the sick bank at the end of their probationary period. In order to receive sick days from the bank, an employee must have contributed the two (2) days and additional days requested for replenishment of the sick bank if they had them available. An employee may be granted up to a maximum of thirty (30) days from the sick bank in any one year (September 1 – August 31).

There shall be a sick bank committee consisting of two members appointed by the Union and one administrator appointed by the Superintendent.

The maximum number of days in the sick bank shall be two times the number of bargaining unit members. Employees may only use sick bank days after the exhaustion of their own sick leave. On October 1st of each year, the sick bank committee shall be provided an accounting as to the number of days in the sick bank along with the list of donors. If the sick bank days falls below twenty (20) during the year (September 1st through August 31st), the Sick Bank Committee may issue a call for replenishment of the days up to the maximum allowed.

An employee wishing to make use of the sick bank shall submit a written request to the Sick Bank Committee with an accompanying letter from a physician verifying the need for the sick leave. The Committee shall review the request and make a decision based on the merits of the case. The committee may grant all or part of the days requested. A decision of the sick bank committee shall not be grievable.

The sick bank may establish such rules as may be necessary to implement the sick bank. If such rules are adopted, they shall be distributed to bargaining unit members.

14.3 PERSONAL LEAVE:

Each full-time employee is entitled to three (3) days of personal leave of absence annually. All part-time employees are entitled to three (3) days of personal leave of absence annually on a pro-rated basis.

Except in emergency situations, application for such leave shall be made to the Superintendent or designee 48 hours in advance. Except in extenuating circumstances approved by the Superintendent or his/her designee, under no circumstances shall personal leave be granted on the day immediately prior to or immediately following a school holiday or vacation period. No personal days may be used after May 15, unless approved by the Superintendent, based on extenuating circumstances. Personal leave may not be carried over to the next year and upon separation of employment for any reason, unused personal leave will not be paid. Beginning in 2021-22, any employee who has at least 2 unused personal days as of June 1st will be compensated the current certified substitute teacher rate times the number of days unused. (Ex. - \$80 x 2 days = \$160). Payment will be included in the final paycheck for the school year.

- 14.4 Bereavement leave will be granted at the rate of five (5) days per year for the death of a spouse, children/dependents, father, mother, father-in-law, mother-in-law, grandparents, siblings, grandchild or domestic partner. Identification of such domestic partner must be made on the emergency contact form submitted by the employee at the beginning of the year. The employee must provide changes to domestic partner status in order to be

covered by this provision to both the SAU Office and the building office via writing/email. In the event of extenuating circumstances related to the death of a significant person in one's life, an employee may request bereavement, sick or personal time from the Superintendent.

14.5 MILITARY LEAVE: Shall be in accordance with applicable state statutes.

14.6 JURY DUTY:

If an employee is called as a juror, he/she shall be paid the difference between the fee received for such service and his/her daily rate of pay. In order to receive payment an employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims payment. The check received by the employee for jury pay shall be signed, "Pay to the order of the Fremont School District" and endorsed. If the check(s) is/are not received, or other arrangements made, the compensation previously paid out for the time missed by the employee will be deducted from the last pay periods of the fiscal year. Mileage included in the original check for jury pay will be refunded to the employee with a separate check from the District. The provisions of this section are not applicable to an employee, who, without being summoned, volunteers for jury duty.

14.7 CHILD BEARING AND CHILD REARING LEAVE:

A leave of absence without pay and other fringe benefits shall be granted to an employee for the purpose of childbearing and child rearing. An employee who is pregnant shall be entitled to a leave of absence of up to one school year beginning any time after the commencement of the pregnancy. The school board may grant a continuance to this leave of absence to provide continuity of instruction. The employee shall notify the Superintendent at least sixty (60) days prior to the date on which the leave is to begin, except in cases of emergency. Disability resulting from pregnancy, miscarriage or childbirth shall entitle an employee to utilize accumulated sick leave while on the leave of absence in accordance with FMLA, but only while actually disabled as determined by competent medical authority. A spouse/partner employee shall be entitled, upon request, to a leave of absence up to one year immediately following the birth of his/her child. The employee shall notify the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency. Adoptive leave of absence, upon request, shall be granted for up to one year immediately following the adoption. The employee shall notify the Superintendent at least thirty (30) days prior to the date on which the child is physically turned over to the parent, except in cases of emergency.

Any employee granted a leave of absence for reasons of childbearing or child rearing may arrange with the SAU office to continue his/her insurance program by making personal payments. The employee would make such payments to the SAU office in advance of the month due.

14.8 DISCRETIONARY LEAVE:

Unpaid leave of absence may be granted for reasons other than those stated above at the sole discretion of the Superintendent. The decision of the Superintendent shall not be

subject to the provisions of the grievance procedure. For such unpaid leave of absence, except as required by law, the District shall not be required to pay benefits.

ARTICLE XV PROFESSIONAL DEVELOPMENT

15.1 Employees will be eligible to apply for reimbursement or prepayment for course, workshops or seminars that will enhance their knowledge and skills for their current positions. Requests for pre-payment or reimbursement shall be made in advance of the commencement of a class, workshop or seminar to the appropriate administrator. Reimbursements shall be paid upon submission of evidence of completion of the class, workshop or seminar. In the case of pre-payment, the employee must provide proof of attendance to the SAU Office within thirty (30) days of the completion of the course, workshop or seminar. Failure to do so could result in the cost of the course, workshop or seminar being deducted from the employee's pay. Approval may not be unreasonably denied. The District shall not be required to expend more than the sum of \$3000 to finance this reimbursement program for the entire bargaining unit during each school year. These funds shall not be utilized for an employee to obtain initial certification. Probationary employees shall not be entitled to utilize these funds. Each employee shall be eligible for a maximum reimbursement each year of \$300 for workshops or \$400 for courses which shall be distributed on a first come first served basis. In the event that professional development funds have not been exhausted as of June 1, employees may submit requests for additional reimbursement and the excess funds shall be distributed on a prorata basis to all employees who have submitted requests as of June 15.

15.2 **Professional Days:** If the Administration requests an employee to attend a seminar or workshop or other such activity during school hours, the employee will be paid for the time and will not be required to use a sick or personal day.

Employees may be granted up to one (1) paid professional days, per school year for activities that meet any of the following criteria:

- Improvement of content knowledge in the employee's job classification;
- Advance or otherwise assist in student learning or in the performance of the employee's assignment in the district; or
- Assist employees in meeting their certification or re-certification requirements, or the annual goals relative to their position with the District and in alignment with District goals.

No more than two (2) bargaining unit employees per school day may be allowed leave for professional development, unless otherwise approved by the Superintendent or his/her designee. Employees may, subject to the approval of the Superintendent, use personal days in addition to professional days, to attend seminars, workshops and other such activities which are purely voluntary.

15.3 The ordinary and current school year for paraeducators is based upon a 180 day student year and professional development days. In any year that the school calendar established

by the School Board provided fewer than 180 days, the employees will be offered the following options:

- a. Engage in assigned professional learning opportunities or other assigned responsibilities to work the full number of days required for full compensation; or
- b. Request to be released from the additional work days and have compensation adjusted for the fewer days worked. In the event a para-educator chooses this option, the District will continue to pay its share of the employee's health insurance premium and the employee shall be responsible for paying his/her share.

Prior to establishing the additional professional development or other activities, the Administration shall confer with the President or designee of the Federation to discuss development of such activities. All such additional activities determined by the Administration shall be designed or intended to meet one or more of the following objectives:

- Improvement of para-educator content knowledge;
- Advance or otherwise assist in student learning;
- Assist para-educators in meeting their certification or re-certification requirements, or the annual goals relative to their position with the District; or
- Fulfillment of other specific duties of the para-educators respective positions (e.g., IEP, team, or transition meetings).

Para-educators will be paid for their participation in such additional activities.

ARTICLE XVI INSURANCE

16.1 Health Insurance:

16.1.1 Full-time employees as defined by Section 2.4 (all referred to in this section 16.1 as "eligible employees") will be eligible for District contribution to single person health insurance coverages as follows:

*16.1.1.1 Lumenos: The District shall contribute 100% of the single person Lumenos premium for eligible employees electing Lumenos. In addition, for

- (a) eligible employees new to the District starting after July 1, 2015;
- (b) eligible employees who have previously "opted out" of insurance; and

(c) eligible employees who are covered under the District's SOS/KDED plan as of December 1, 2014,

the District will contribute additional compensation of \$1,000 thereafter (starting July 1, 2018) for each year that the eligible employee is enrolled in Lumenos.

The Lumenos plan will no longer be offered to employees, effective 7-1-21. Current employees enrolled in this plan will continue with benefits, as described, as long as employed by the District.

Notwithstanding the above, for eligible employees who, as of December 1, 2014, are covered under the District's Access Blue-HMO or Access Blue-SOS plans, the District will contribute additional compensation of \$2,000 thereafter (starting July 1, 2017) for each year that the eligible employee is enrolled in Lumenos.

The additional compensation (i.e., beginning in fiscal year 2017-18), will be paid in two equal payments payable at the time of the employee's first pay periods in the month of November and May. For new employees, amounts payable as additional compensation shall be prorated amounts based upon the date the probationary period ends, and with the first payment made at the time of the first pay period following the expiration of the probationary period.

The additional compensation paid under this section 16.1.1.1 shall be taxable and subject to appropriate withholdings.

16.1.1.2 SOS/KDED: The District will contribute 100% of the single person SOS/KDED premium for eligible employees.

16.1.1.3 ACCESS BLUE NEW ENGLAND 20, R10/25/40 M10/40/70: The District will make a contribution toward a single person ABNE20, R10/20/45 M10/40/70 premium as follows.

| <u>Full-Time Calendar Year/ More than Academic Year</u> | <u>Academic Year</u> |
|---|----------------------|
| 35 hrs./wk. | 30 hrs./wk. |
| 88% | 85% |

16.1.1.4 Opt-out: Any eligible employee who notifies the District in writing no less than 30 days before the commencement of the school year that he/she wishes to waive his/her applicable health insurance coverage, provides written proof of health insurance coverage under another plan (other than a federally subsidized plan that results in a financial penalty being imposed upon the District) and in fact does not participate in any of the health insurance plans available to him/her under this Agreement during

a particular school year, will receive a payment of \$1,000, payable in two equal installments to be included in the employee's regular paycheck for the first pay periods in the month of November and May.

16.1.2. Employees who are "eligible employees" under section 16.1.1, may purchase two person or family coverage under the above plans at the employee's net expense.

16.1.3 Employees who are not "eligible employees" under section 16.1.1, may purchase District insurance at their own expense.

16.2 Dental Insurance

16.2.1 The school district will pay 100% of the cost a full-time employee's annual premium at the single membership rate.

16.2.2 The dental insurance plan will be THE EQUIVALENT OF Northeast Delta Dental Plan, Option 2, and Coverage A – 100%, Coverage B – 80% and Coverage C – 50%. This is a \$25.00 deductible policy.

16.2.3 To the extent permitted by the carrier an employee may elect to take 2-person/family dental insurance at the employee's net expense (2-person/family premium minus single premium cost), and

To the extent permitted by the carrier bargaining unit members who are scheduled to work less than full time may purchase dental coverage at their own expense.

16.3 Life Insurance

The School District shall pay 100% of the annual premium for a term life insurance policy for each employee regularly scheduled to work at least thirty (30) hours or more per week. The policy benefits shall be equivalent to the employees' annual wage. The insurance carrier shall be chosen at the discretion of the Board.

ARTICLE XVII WAGES

17.1 All staff shall be paid in accordance with the wage schedules in Appendix C which have been revised to reflect the following:

| | |
|---------|---|
| 2021-22 | Increase all cells on the schedule by forty-cents (\$.40). Add Step 20. Eligible employees move one step on July 1, 2021. |
| 2022-23 | Increase all cells on the schedule by forty-cents (\$.40). All eligible employees move one step on July 1, 2022. |
| 2023-24 | Increase all cells on the schedule by forty-cents (\$.40). All eligible employees move one step on July 1, 2023. |

Each school year, upon request, the District shall provide the Ellis School Support Staff president or his/her designee a list showing which employees are on which steps of the wage schedules.

- 17.2 Newly hired employees shall be placed on the salary schedule at the sole discretion of the Superintendent, which discretion shall not be exercised in an arbitrary or capricious manner. No newly hired employee shall be placed on the salary schedule at a step that is higher than a current employee with equivalent experience.
- 17.3 Each employee whose performance in the prior year has been adjudged satisfactory and in the prior year have worked one-half of the work days for their positions shall advance one step on the salary schedule effective July 1st of the new contract year. [Steps for eligible employees shall be granted on July 1, 2021, July 1, 2022 and July 1, 2023.
- 17.4 Failure of an Administrator to complete an evaluation in a timely basis will not delay the granting of a step.
- 17.5 An employee's increment may be withheld for unsatisfactory performance. The employee shall be notified on his/her performance appraisal, that his/her increment is being withheld. Denial of an employee's increment shall not be done in an arbitrary or capricious manner.
- 17.6 Bargaining unit members may elect 22 or 26 equal pay installments. However, when any bargaining unit member exhausts his/her available sick leave and other paid leave as provided under this Agreement, pay for such member through the end of the year will be based upon actual hours worked, starting with the second pay period after the sick leave is exhausted. Any shortage as of the time such leave is exhausted shall be deducted from the first pay period(s) after the paid leave is exhausted.
- 17.7 Effective July 1, 2021, all bargaining employees with satisfactory performance shall receive an annual longevity payment in the amount of \$500 after completing 10 years of service, \$750 after 15 years and \$1000 after completing 20 years of service in the Fremont School District. A year of service shall count if an employee works more than ninety (90) school days. Longevity pay is to be paid in a separate lump sum payment on or before December 1st based on years of service as of December 1st.

For implementation of this longevity provision and for current employees, the formula shall include all years of service to the Fremont School District in a bargaining unit position despite a break in service. For employees hired on or after July 1, 2014 years of service shall be defined as continuous years of service to the Fremont School District in a bargaining unit position except that an approved leave of absence shall not constitute a break in service, but shall not count towards additional years for longevity purposes. Further, it is understood that for the status quo period between July 1, 2014 and June 30, 2015, there shall be no loss of years of service for purposes of this section.

- 17.8 **Perfect Attendance Incentive**
An employee having perfect attendance for any trimester will receive \$100. In addition, an employee having perfect attendance for the entire school year will receive an additional \$150. Perfect attendance means being present for the full day on any scheduled

school day or approved professional development day. The only exception shall be made for Superintendent professional development.

17.9 Special Certifications

An employee who received advanced training needed to support students (i.e., Registered Behavior Technician) and is assigned to working with a student(s) requiring those services per an IEP or 504 plan OR requested by the Administration to do such work associated with the training, will be compensated an additional \$3 per hour for time working with said student OR performing requested services.

**ARTICLE XVIII
FEDERATION RIGHTS**

- 18.1 The Federation will have the right to use school buildings, without cost, immediately before and after school for meetings provided there is no interruption to regular school activities. Requests for the use of buildings will be made to the principal in advance.
- 18.2 So long as time permits, the Federation will upon request be given an opportunity to present brief reports and announcements at the conclusion of employee meetings.
- 18.3 The Federation 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 mailbox system.
- 18.4 The Federation may, with the permission from the Building Principal, use school equipment normally used by employees for Federation activities. However, expendable material will be at the expense of the Federation.
- 18.5 The Board shall provide space on bulletin boards for the posting of notices of the Board addressed to the employees and notices of the Federation addressed to the members. The Board shall locate its bulletin boards at convenient places within each school. No Federation notice shall be posted in or around the Board's property except on such boards and no notice shall be posted until it has been signed by the appropriate Federation Representative.
- 18.6 The Federation agrees to produce this Agreement in booklet form and to provide copies of it to all bargaining unit members. The Federation agrees to provide an additional twenty (20) copies of this Agreement to the District, and it shall be the responsibility of the District to distribute copies to new hires.
- 18.7 The Federation President or designee may be granted time off with pay of the purpose of attending union business meetings, conferences or attending training sessions. The total number of days used for this purpose shall not exceed two (2) days. These days shall be used in half-day increments. Notice shall be provided to the Principal at least five (5) school days in advance of such absence.

**ARTICLE XIX
JURISDICTION AND AUTHORITY OF SCHOOL BOARD**

- 19.1 The School 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, including but not limited to the right to subcontract work normally performed by members of the bargaining unit.

**ARTICLE XX
STRIKES AND LOCKOUTS PROHIBITED**

- 20.1 The Federation and all bargaining unit employees agree not to participate in or condone any strike, slowdown or refusal as a job action to perform required duties.
- 20.2 The District agrees not to lock out bargaining unit employees.

**ARTICLE XXI
SEPARABILITY**

- 21.1 Should any article, section or portion thereof of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof specified in the decision, and all other provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated herein.

**ARTICLE XXII
LABOR-MANAGEMENT COMMITTEE**

- 22.1 In the interest of fostering harmonious and cooperative relations between the parties, a "Labor-Management Committee" is hereby formed composed of representatives of the union and the Superintendent, or his/her designee(s), which shall meet once a month during the school year, or less often by agreement, for purposes of discussing matters of mutual concern and interest. The parties shall exchange agendas or issues for discussion at least two (2) days prior to the scheduled meeting. If one or the other party does not present such an "agenda", then the other party may cancel the meeting.

**ARTICLE XXIII
DURATION**

- 23.1 This agreement shall be in full force and effect July 1, 2021 through June 30, 2024.


IN WITNESS WHEREOF, the parties have executed this agreement on the 2nd day of April, 2021.

FOR THE ELLIS SCHOOL SUPPORT STAFF, AFT LOCAL #6223, AFT-NH, AFL-CIO

Signed:



CO-President, Ellis School Support Staff



CO-President, Ellis School Support Staff

FOR THE FREMONT SCHOOL BOARD

Signed:



Chairman, Fremont School Board

Gordon J Muench

APPENDIX A

**Ellis School Support Staff, AFT-NH, AFT Local #6223, AFL-CIO
GRIEVANCE FORM**

Grievant: _____ **Union Rep.:** _____ **Date:** _____

Local #: _____ **Step #:** _____ **Submitted To:** _____

Check here if this is a class action grievance

Name of aggrieved employee(s) if applicable: _____

Job title(s): _____ **Assignment:** _____

Work location: _____ **Work phone:** _____

Nature of grievance (describe incident or problem): _____

Contract article(s) violated: _____

and any and all appropriate articles of the collective bargaining agreement.

Remedy asked: _____

And any and all other benefits to which the grievant is entitled.

Reply to Grievance- Step _____

Union Representative or Grievant Signature

Original goes to administration

Copy to Grievant and President

Retain copy for files

Attachments may be used as necessary to supplement information on this form.

APPENDIX B
FREMONT SCHOOL DISTRICT
INTENT TO EMPLOY NOTICE

Date: _____
To: _____
From: Office of the Superintendent of Schools
RE: Intent to Employ for _____ School Year

It is the intent of the Fremont School District to offer you employment for the year noted above in the capacity of _____, at a rate of \$ _____ per hour.

The normal working day for this position is considered to be _____ hours.
The normal working year for this position is considered to be _____ days.
The employee will be under the direction and supervision of the _____.

GENERAL CONDITIONS:

1. It is understood that the Fremont School Board shall abide by the CBA agreement.
2. The particulars of this position are noted below. Should there be a need to seek clarification regarding this assignment, you are invited to inquire through the SAU Office.
3. The School Board retains the right to change an employee's work assignment and/or hours of work during the school year as noted above.

YOUR INTENT:

Please check the appropriate line regarding this offer:

____ I intend to maintain my employment with the Fremont School District during the _____ school year.

____ I DO NOT intend to maintain my employment with the Fremont School District.

School Board _____ Employee _____

EMPLOYMENT INCLUDES:

Special Conditions: _____

Benefits:

Health Insurance _____

Dental Insurance _____

Retirement _____

Other: Sick Leave _____ Days, accumulative to _____ days.
Personal leave _____ Days
Bereavement Leave _____ Days
Holidays _____ Days
Vacation _____ Days

The normal working year includes working days, sick leave, personal leave, bereavement leave, holidays, and vacation days per the conditions stated above.

APPENDIX C
WAGE SCHEDULES
2021-2022

2021-2022

| Step | Para I Cert | Para II Cert | Teacher Cert | Secretary | Custodian |
|-------------|--------------------|---------------------|---------------------|------------------|------------------|
| 1 | \$12.24 | \$13.25 | \$14.57 | \$12.98 | \$13.54 |
| 2 | \$12.58 | \$13.59 | \$14.99 | \$13.35 | \$13.86 |
| 3 | \$12.96 | \$13.97 | \$15.43 | \$13.73 | \$14.26 |
| 4 | \$13.32 | \$14.33 | \$15.88 | \$14.13 | \$14.66 |
| 5 | \$13.70 | \$14.71 | \$16.34 | \$14.55 | \$15.11 |
| 6 | \$14.10 | \$15.12 | \$16.81 | \$14.97 | \$15.54 |
| 7 | \$14.50 | \$15.52 | \$17.30 | \$15.40 | \$16.00 |
| 8 | \$14.93 | \$15.94 | \$17.79 | \$15.84 | \$16.46 |
| 9 | \$15.36 | \$16.37 | \$18.44 | \$16.31 | \$16.86 |
| 10 | \$15.81 | \$16.83 | \$18.81 | \$16.77 | \$17.35 |
| 11 | \$16.28 | \$17.29 | \$19.41 | \$17.28 | \$17.86 |
| 12 | \$16.74 | \$17.75 | \$19.97 | \$17.77 | \$18.40 |
| 13 | \$17.24 | \$18.25 | \$20.55 | \$18.30 | \$18.94 |
| 14 | \$17.73 | \$18.74 | \$21.53 | \$18.82 | \$19.49 |
| 15 | \$18.89 | \$19.91 | \$22.42 | \$20.03 | \$20.71 |
| 16 | \$19.26 | \$20.28 | \$22.86 | \$20.42 | \$21.11 |
| 17 | \$19.73 | \$20.74 | \$23.32 | \$20.88 | \$21.57 |
| 18 | \$19.92 | \$20.94 | \$23.55 | \$21.09 | \$21.78 |
| 19 | \$20.12 | \$21.40 | \$23.78 | \$21.29 | \$22.00 |
| 20 | \$20.63 | \$21.91 | \$24.29 | \$21.80 | \$22.51 |

Any para-educator who was hired prior to obtaining certification shall be paid \$1.00 below the current Step 1 wage rate. Upon obtaining certification, said employee's wage rate shall be immediately adjusted to the Step 1 rate.

APPENDIX C
WAGE SCHEDULES
2022-2023

| Step | Para I Cert | Para II Cert | Teacher Cert | Secretary | Custodian |
|------------------|--------------------|---------------------|---------------------|------------------|------------------|
| 2022-2023 | | | | | |
| 1 | \$12.64 | \$13.65 | \$14.97 | \$13.38 | \$13.94 |
| 2 | \$12.98 | \$13.99 | \$15.39 | \$13.75 | \$14.26 |
| 3 | \$13.36 | \$14.37 | \$15.83 | \$14.13 | \$14.66 |
| 4 | \$13.72 | \$14.73 | \$16.28 | \$14.53 | \$15.06 |
| 5 | \$14.10 | \$15.11 | \$16.74 | \$14.95 | \$15.51 |
| 6 | \$14.50 | \$15.52 | \$17.21 | \$15.37 | \$15.94 |
| 7 | \$14.90 | \$15.92 | \$17.70 | \$15.80 | \$16.40 |
| 8 | \$15.33 | \$16.34 | \$18.19 | \$16.24 | \$16.86 |
| 9 | \$15.76 | \$16.77 | \$18.84 | \$16.71 | \$17.26 |
| 10 | \$16.21 | \$17.23 | \$19.21 | \$17.17 | \$17.75 |
| 11 | \$16.68 | \$17.69 | \$19.81 | \$17.68 | \$18.26 |
| 12 | \$17.14 | \$18.15 | \$20.37 | \$18.17 | \$18.80 |
| 13 | \$17.64 | \$18.65 | \$20.95 | \$18.70 | \$19.34 |
| 14 | \$18.13 | \$19.14 | \$21.93 | \$19.22 | \$19.89 |
| 15 | \$19.29 | \$20.31 | \$22.82 | \$20.43 | \$21.11 |
| 16 | \$19.66 | \$20.68 | \$23.26 | \$20.82 | \$21.51 |
| 17 | \$20.13 | \$21.14 | \$23.72 | \$21.28 | \$21.97 |
| 18 | \$20.32 | \$21.34 | \$23.95 | \$21.49 | \$22.18 |
| 19 | \$20.52 | \$21.80 | \$24.18 | \$21.69 | \$22.40 |
| 20 | \$21.03 | \$22.31 | \$24.69 | \$22.20 | \$22.91 |

Any para-educator who was hired prior to obtaining certification shall be paid \$1.00 below the current Step 1 wage rate. Upon obtaining certification, said employee's wage rate shall be immediately adjusted to the Step 1 rate.

APPENDIX C
WAGE SCHEDULES
2023-2024

| Step 2023- 2024 | Para I Cert | Para II Cert | Teacher Cert | Secretary | Custodian |
|--------------------------------|--------------------|---------------------|---------------------|------------------|------------------|
| 1 | \$13.04 | \$14.05 | \$15.37 | \$13.78 | \$14.34 |
| 2 | \$13.38 | \$14.39 | \$15.79 | \$14.15 | \$14.66 |
| 3 | \$13.76 | \$14.77 | \$16.23 | \$14.53 | \$15.06 |
| 4 | \$14.12 | \$15.13 | \$16.68 | \$14.93 | \$15.46 |
| 5 | \$14.50 | \$15.51 | \$17.14 | \$15.35 | \$15.91 |
| 6 | \$14.90 | \$15.92 | \$17.61 | \$15.77 | \$16.34 |
| 7 | \$15.30 | \$16.32 | \$18.10 | \$16.20 | \$16.80 |
| 8 | \$15.73 | \$16.74 | \$18.59 | \$16.64 | \$17.26 |
| 9 | \$16.16 | \$17.17 | \$19.24 | \$17.11 | \$17.66 |
| 10 | \$16.61 | \$17.63 | \$19.61 | \$17.57 | \$18.15 |
| 11 | \$17.08 | \$18.09 | \$20.21 | \$18.08 | \$18.66 |
| 12 | \$17.54 | \$18.55 | \$20.77 | \$18.57 | \$19.20 |
| 13 | \$18.04 | \$19.05 | \$21.35 | \$19.10 | \$19.74 |
| 14 | \$18.53 | \$19.54 | \$22.33 | \$19.62 | \$20.29 |
| 15 | \$19.69 | \$20.71 | \$23.22 | \$20.83 | \$21.51 |
| 16 | \$20.06 | \$21.08 | \$23.66 | \$21.22 | \$21.91 |
| 17 | \$20.53 | \$21.54 | \$24.12 | \$21.68 | \$22.37 |
| 18 | \$20.72 | \$21.74 | \$24.35 | \$21.89 | \$22.58 |
| 19 | \$20.92 | \$22.20 | \$24.58 | \$22.09 | \$22.80 |
| 20 | \$21.43 | \$22.71 | \$25.09 | \$22.60 | \$23.31 |

Any para-educator who was hired prior to obtaining certification shall be paid \$1.00 below the current Step 1 wage rate. Upon obtaining certification, said employee's wage rate shall be immediately adjusted to the Step 1 rate.

APPENDIX D
DUES DEDUCTION FORM

TO FREMONT SCHOOL BOARD:

Effective _____, I hereby request and authorize you to deduct UNION dues from my earnings with the next paycheck and continuing in equal installments in an amount equal to the UNION dues as set by the membership in accordance with the provisions of the Constitution of the Ellis School Support Staff. This amount shall be paid to the Treasurer of the Ellis School Support Staff, AFT Local #6223, AFT-NH, AFL-CIO. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing per the collective bargaining agreement between September 1 and September 20 of any given year.

EMPLOYEES NAME
(PLEASE PRINT)

EMPLOYEE'S SIGNATURE

SCHOOL

EMPLOYEE'S ADDRESS

DEPARTMENT/POSITION

Home Email

Home Phone Number

Please return this form to: Treasurer, Ellis School Support Staff

SIDEBAR A

The parties recognize that the food service employees cited in the recognition clause are not current Fremont School District employees and thus not covered by the terms of the collective bargaining agreement. However, the parties agree that in the event the District chooses to employ its own food service personnel during the life of this agreement, the food service employees shall enjoy the rights and benefits provided by this Agreement and the following pay schedule shall be utilized.

Food Service Salary Schedules

| Step | |
|-------------|-------|
| 1 | 9.72 |
| 2 | 10.02 |
| 3 | 10.32 |
| 4 | 10.63 |
| 5 | 10.94 |
| 6 | 11.28 |
| 7 | 11.61 |
| 8 | 11.96 |
| 9 | 12.31 |
| 10 | 12.69 |
| 11 | 12.94 |
| 12 | 13.33 |
| 13 | 13.73 |
| 14 | 14.14 |
| 15 | 14.57 |