

# **AGREEMENT**

**Between**

**Fall Mountain Regional School District  
School Board**

**and the**

**Fall Mountain  
Educational Support Staff Association**

**2012 - 2015**

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## **PREAMBLE**

This Agreement entered into this 24<sup>th</sup> day of October 2011, is between the Fall Mountain Regional School Board, hereinafter referred to as the "Board," and the Fall Mountain Educational Support Staff Association affiliated with the New Hampshire Education Association and National Education Association, hereinafter referred to as the "Association."

### **DEFINITIONS:**

Full-Time Employees - Employees who work a total of forty (40) hours per week for the school year or longer.

Part-Time Employees - Employees who work less than forty (40) hours per week for the school year or longer.

Probationary Employees - Employees who are serving a probationary period in accordance with Article 8.4.

Temporary Employees - Employees who work a predetermined period or whose employment terminates upon completion of a project.

Employees who worked less than 40 hours per week and were classified as Full-Time Employees prior to July 1, 1996, will be grandfathered in that classification as long as they remain with the district.

## **ARTICLE I RECOGNITION**

1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all educational support staff employees of Fall Mountain Regional School District as certified by the State of New Hampshire Public Employee Labor Relations Board, hereinafter referred to as the PELRB. The term "employee" shall include all categories of employees as defined in Appendix A and excludes managerial personnel as designated by the NH Public Employees Labor Relations Board.

1.2 Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all members of the bargaining unit as

defined in Article 1.1.

1.3 Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement shall refer to those employees who serve in an administrative and/or supervisory capacity full-time or more than half-time.

## **ARTICLE II SCOPE OF AGREEMENT**

2.1 Except as otherwise provided in this Agreement or otherwise agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools, and the control, supervision and direction of the staff, are vested exclusively in the Board, and this Agreement shall not be construed so as to limit or impair its respective statutory powers, discretions or authorities.

## **ARTICLE III UNIT OF CERTIFICATION**

3.1 The Board agrees to negotiate with the Association utilizing the procedure defined in Article IV, so long as the Association is certified as the exclusive bargaining agent by the New Hampshire Public Employee Labor Relations Board and until such time the Association is decertified.

## **ARTICLE IV NEGOTIATION PROCEDURES**

4.1 On or about September tenth (10th) of the prior year in which this Agreement expires, and subject to compliance with Article XXI, either party may, in writing by certified mail return receipt requested, notify the other party of its desire to terminate or modify the terms and conditions of this Agreement and shall submit its proposals, unless an extension is agreed upon, no later than

October fifteenth (15th). The parties shall, thereafter, meet, confer, and negotiate in a good faith effort to reach a mutual understanding and agreement.

4.2 The Negotiating Committee appointed, by the Board which shall include at least one member of the Board and the Negotiating Committee of the Association shall have the authority to reach complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement. Both Committees shall attempt to make a good faith effort to secure ratification.

4.3 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.

4.4 The Board agrees to supply the Association with such non-confidential information as is in the Board's possession and is requested by the Association.

4.5 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been approved at a School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreement.

4.6 If the additional public funds for implementing the agreement reached by both parties as set forth in Article 4.5 above are not approved at Annual School District Meeting or at any specially called School District Meeting in any one (1) fiscal year and/or after full compliance with Article IV, Section 4.1 through Section 4.5. negotiations shall be reopened.

4.7 If the parties fail to reach agreement, either party may declare an impasse. All resolutions of impasse will be resolved under RSA 273-A:12

4.8 Determination and/or recommendations under the provisions of Section 4.7 of this Article IV will not be binding upon the parties.

4.9 The parties may, by mutual agreement, pass over mediation and go

directly to fact finding.

4.10 The cost for the services of the mediator and/or fact finder including per diem expenses, if any, will be shared equally by the Board and the Association.

4.11 The budget submission date for purposes of this Article IV shall be the second Tuesday in January.

4.12 A copy of any agreement reached hereunder will be filed by the Association with the PELRB within fourteen (14) days of its execution.

4.13 The Board shall distribute copies of this agreement to bargaining unit members within thirty days of it being signed by the parties.

## **ARTICLE V ASSOCIATION RIGHTS**

5.1 The Association will have the right to use school buildings at reasonable times, and without cost for meetings. Request for the use of buildings will be made to the principal in advance. The Association shall, however, pay any additional cost incurred by the Board in granting this use.

5.2 Upon request, the Association will be given an opportunity at building staff meetings to present brief reports and announcements.

5.3 The Association will have the right to post notices on its activities and matters of employee concerns on appropriate bulletin boards provided for that purpose and will have the right to use the mailboxes for staff provided in each building.

5.4 The Association may, with permission from the building principal, use school equipment, normally used by employees, for Association activities. However, expendable materials will be at the expense of the Association.

5.5 During the term of this Agreement, the rights set forth in this Article shall not be granted to any other bargaining agent.

5.6 Rights granted to the Association under this Article V shall not, in the judgment of the Board, be disruptive or injurious to the Fall Mountain 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.

5.7 Representative(s) of the New Hampshire Education Association shall be allowed to conduct Association business on school property at all times provided such business does not interfere with the scheduled duties of the District's employees. In any event, the representative shall inform the building principal of his/her presence and whom he/she wishes to see.

5.8 Association representative(s) shall be free to conduct Association business at all times, provided such business does not interfere with the representative's scheduled duties, or that such business does not interfere with the scheduled duties of other employees.

5.9 A. Upon written authorization from the bargaining unit member, the Employer shall deduct dues, assessments and contributions for the Association as established by the Association. Such authorization shall continue in effect unless revoked in writing by the employee. Pursuant to such authorization, the Employer shall deduct from each regular salary check such dues, assessments and contributions, starting with the first regular salary check after receipt of the Dues Deduction Authorization Form (Appendix D-1) and continuing through June 30<sup>th</sup>, and forward the funds to the Association's treasurer.

B. Upon appropriate written authorization from the bargaining unit member, the District will deduct from the salary of the member and make appropriate remittance for such plans approved by the Unit. These plans will include at least one of each of the following:

Credit Union

Medical Insurance Company

Dental Insurance Company

At least three (3) Tax Deferred Accounts

Charitable Organization

Any employee participating in a non-approved plan prior to ratification of this agreement will be "grandfathered" for purposes of payroll deductions.

5.10 The Association shall be granted up to three (3) days off per year with pay so that officers may attend official Association events such as the annual State Delegates Assembly and the National Representative Assembly or to conduct official Association business.

## **ARTICLE VI EVALUATION AND PERSONNEL FILES**

6.1 The parties agree that a sound evaluation of employee performance and effectiveness is a valuable asset in improving the quality of education in the District.

6.2 It is understood that employees are under observation and evaluation by the Administration on an ongoing daily basis. New employees shall be provided two written evaluations during the first year of employment. The first will be at the conclusion of the probationary period. After the first year, each employee shall be provided with a written evaluation at least once annually, no later than February 15th. This written report and recommendation(s) to the employee will be completed on the standardized form developed by the Administration for each job description. Written evaluations done by the evaluator/administrator shall be conducted openly and with full knowledge of the employee.

6.3 No material shall be placed in his/her personnel file unless the employee has had an opportunity to review the material.

6.4 A. If the administrator/evaluator believes an employee is doing unsatisfactory work, the reasons shall be set forth by way of written evaluation. Any employee evaluated as doing unsatisfactory work during the year will be so advised no later than March 1st. For those employees receiving an unsatisfactory evaluation, an improvement plan shall be implemented no later than April 1<sup>st</sup>.

B. If an employee is judged to have successfully completed his/her improvement plan, then his/her evaluation for the year shall be upgraded to

satisfactory. Should an employee's evaluation remain unsatisfactory, the provisions of Appendix A, Support Staff Rate Schedule shall apply.

C. If an employee whose final evaluation was unsatisfactory in the preceding year, receives an evaluation of satisfactory in the current year, he/she shall be restored to his/her proper placement in accordance with Appendix A, Support Staff Rate Schedule in the subsequent year.

D. If an employee whose final evaluation was unsatisfactory in the preceding year, receives an unsatisfactory evaluation in the current year, he/she shall be notified of his/her non-renewal for the subsequent year by April 15<sup>th</sup>.

E. All the provisions of A through D above shall not be subject to the grievance procedure in Article X, but the following procedure shall apply:

1. In the event of an unsatisfactory rating at the conclusion of Level B, an appeal at the option of the employee can be made to a panel consisting of a non-voting moderator appointed by the Board and three employees with one appointed by the Association, one by the Administration and one agreed upon by both.

2. At Level B, the decision of this panel is binding.

6.5 The employee will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to place a written response. In the event that an employee refuses to sign an acknowledgement that he/she has had an opportunity to review material which will become a part of his/her file, a third party will witness a statement by the supervisor that the employee was given the opportunity to sign but refused and the material will be placed in the file. The employee will be given a copy of this statement.

6.6 Any formal complaint (in writing and signed by the complainant) against any employee by any parent, student or other person will be promptly called to the attention of the employee. Such formal, written, and signed complaints

shall not be incorporated into the employee's evaluation or personnel file unless the employee has been informed of the complaint and unless the complaint is investigated with notation of results made.

6.7 An employee and/or his/her representative will have the right, upon request, to review the contents of his/her personnel file, during regular office hours and to make copies of such at his/her expense. He/she shall have the right to respond to any document in writing and that response shall be included in the file.

## **ARTICLE VII CONSULTATION ON EMPLOYMENT PRACTICES**

7.1 The Board's representative and authorized representatives of the Association shall, upon request, meet at mutually convenient times and places to discuss areas of common interest which may arise relative to the employment practices of the District. Such meetings shall be of a meet and confer nature and with neither party waiving its rights under this Agreement and/or any applicable laws.

7.2 In the event that the Board considers the division of a full-time (40 hour) position into two or more part-time positions, the Board and the Association will meet regarding this potential change, as outlined in Article 7.1.

## **ARTICLE VIII EMPLOYMENT PRACTICES**

8.1 Employees shall not be assigned outside the scope of their job descriptions except temporarily. In the event that an employee is assigned, by the administration, to perform the majority of the responsibility of a higher paid position for more than five (5) days in any ten (10) day period, he/she shall be compensated retroactively for all work performed at the higher rate on the step closest to the employee's wage rate that represents an increase

in hourly rate.

8.2 Employees hired by the District will be given an individual contract (see Appendix C-1 attached hereto) in the first year of their employment and a copy of this master agreement upon hire.

Employees shall thereafter receive a notice of employment (see Appendix C-2, attached hereto) setting forth their job title, initial building assignment (where appropriate), rate of pay and, in the case of part-time employees, minimum number of hours per week. Assignments may be changed should circumstances change including but not limited to changes in enrollment, student population, funding levels, etc. Employees shall be notified as soon as possible when the District makes the determination that changes are necessary.

8.3 Employees will be notified of their employment status, title and initial job assignment prior to April 15, when possible.

8.4 Employees shall serve a thirty (30) work day probationary period. In the event that the supervisor believes an additional period of time is necessary to fully evaluate the employee's continued employment, the supervisor may extend the probationary period by two (2) twenty-five (25) work day periods. The supervisor shall evaluate the employee at the end of each extended probationary period and shall notify the employee of any continuation of probation. The supervisor may recommend termination of employment during the probationary period. The employee has no right to grieve a termination of employment during the probationary period.

8.5 Full-time employees shall receive an uninterrupted, unpaid, duty free lunch whenever possible. An employee who is required to work during part of his/her unpaid lunch period shall be compensated at the appropriate rate for the time worked. The lunch period may be extended with the permission of the administrator.

Bus Drivers who drive on a trip of five (5) hours or more duration shall receive reimbursement of up to ten dollars (\$10.00) for a meal payment. For trips in excess of ten (10) hours, drivers shall receive an additional reimbursement of up to ten dollars (\$10.00). In both cases receipts shall be

required.

8.6 All employees will be issued a current job description at the time of their employment. Subsequent revisions, when published, will be provided to existing affected staff.

8.7 The following support staff employees: food service workers, paraprofessionals, library assistants and bus drivers will be required to participate in a support staff in-service day. Administrators or department heads will schedule the in-service day accordingly prior to the first day of school. For support staff working a 10 month contract this will increase your schedule by one additional work day.

## **ARTICLE IX COMPENSATION**

9.1 The Salary Schedule and its application are set forth in Appendix A hereto.

9.2 A. Any employee required to work forty (40) hours per week shall be compensated at the rate of one and one half (1 1/2) times his/her regular rate of pay for all hours worked in excess of forty (40). Hours worked shall exclude all types of approved paid leave. Compensatory time in lieu of payment may be offered by the District. The option shall be offered to the employee when he/she is offered the overtime opportunity. The employee shall then have the right to elect compensatory time off at the rate of one and one half (1 1/2) hours off for each hour worked. If compensatory time is elected, it shall be taken at a time approved by the supervisor.

B. Overtime shall have prior approval of the appropriate administrator.

C. Staff whose regular work week is less than forty hours shall receive payment for all hours worked beyond his/her regular schedule but less than forty (40) hours per week shall be compensated at his/her regular rate of pay. Compensatory time in lieu of payment may be elected by the employee and taken at a time approved by the supervisor. In the event that the

time cannot be scheduled within the two weeks, due to the needs of the District, the employee will be paid.

D. Employees whose attendance is required at meetings beyond their regular work hours shall be compensated at the appropriate rate.

E. Employees who are required to report to work from home due to an emergency or due to an extra assignment shall receive a minimum of two hours compensation for each occurrence at the appropriate rate.

Bus drivers who are scheduled to make a trip which is then canceled within twenty-four (24) hours (unless due to inclement weather) shall receive a minimum of two (2) hours compensation for each occurrence at his/her appropriate rate.

F. Employees required to work on a holiday shall be compensated at the rate of two hours pay for each hour worked.

G. All overtime assignments shall be offered on an equitable basis by building, where appropriate, provided the employee has the qualifications to perform the work in question.

H. Employees who use their personal vehicles for pre-approved district business shall be compensated at the current district mileage rate.

I. Employees who work second and third shifts shall receive a shift differential payment of \$500 per year for second shift and \$1,000 per year for third shift. These amounts are based on an 8 hour per day, 260 days per year contract and will be prorated for employees whose contracts are for less hours and/or days. This amount shall be paid once annually, on the second payday in December. Employees who receive this payment and then resign prior to June 30 of the following year shall have a prorated adjustment for the unearned portion of this payment deducted from their final paycheck. For purposes of this article, second shift shall be defined as 2:30 PM to 11:00 PM and third shift as 10:30 PM to 7:00 AM.

Employee Kenneth Kryzak shall also participate in the above on a "red lined" basis, but only for any and all hours worked after 4:00 PM, calculated on a prorated basis.

J. Extracurricular and leadership activities for which the Board currently offers and provides a stipend are not considered part of a support staff member's normal duties and responsibilities and are not, therefore, treated as part of this Agreement. Qualified support staff who may now or in the future contract with the Board to perform any such extracurricular and leadership service(s) do so as individuals and are free to discuss their retrospective salaries and working conditions with the Superintendent.

### 9.3 Retirement

A. Local Retirement – Full time employees who are over age 50 and retire, die or become totally disabled, and have worked in the District ten (10) years or more will receive One Hundred Dollars (\$100.00) for each year of service in the District. The employee will notify the Business Administrator of his/her intent to retire no later than November 1st prior to the final employment year. This benefit shall apply to only those employed by the district prior to June 30, 1996, who choose this along with retaining the "old" longevity system, as outlined below:

#### Old Longevity System (Article 9.9 of the 1995-96 Agreement)

A longevity stipend will be paid to full-time employees as follows:

20 years	\$ 500
25 years	\$ 750
30 years	\$1000

Part-time employees shall receive this compensation on a pro-rated basis.

B. State Retirement - All eligible personnel are required to participate in the State of New Hampshire Retirement System.

9.4 Employees who are unable to get to work during inclement weather will be permitted to use personal days. Employees who are late because of weather conditions when school has been canceled will be given an opportunity to make up missed time without loss of pay, whenever possible.

9.5 Placement of new employees on the salary schedule shall be based on education, technical training, and relevant years of experience. In doing so, the board will not be arbitrary or capricious.

All step placement credit for training, education and experience shall be

as follows: experience on a one year equals one step basis, maximum credit for education is four years for the first Bachelor's degree and an additional two years for a the first Master's degree, two steps subtracted from the final calculation and no placement to be higher than Step 8 for newly hired employees. Support staff who have satisfactorily completed the Para-professional II State of NH certification requirements and who wish to transfer to Category 3, must notify the Superintendent no later than August 20<sup>th</sup> of any contract year for salary adjustments to begin on September 1<sup>st</sup>. For this purpose, receipt by the superintendent of the completed application shall be considered notification. No category changes will be allowed mid-year and completions occurring after August 20<sup>th</sup> will be recognized in the following year.

9.6 All employees whose start date is from July 1 to December 31 shall be credited with a full year's service for compensation and seniority purposes. All newly hired employees will receive sick, personal and vacation time as listed in Article XIX.

9.7 A. Employees who work less than twelve (12) months may elect to receive their pay in accordance with the following options:

1. Twenty-four (24) payments.
2. Twenty (20) payments with a separate lump sum check, (the amount to be determined by the employee prior to the start of the school year) given on the last payday of the year.
3. Twenty (20) payments.

B. Employees who work twelve (12) months shall receive their payment of salary in twenty-four payments spaced through the calendar year.

C. Payday shall be on the first (1st) and sixteenth (16th) day of each month. Should either the first (1st) or sixteenth (16th) day of any month fall on a non-business day, the payday shall be on the first (1st) business day following that day.

D. Employees shall inform the District of their selected option on or before the last working day of the school year for the next school year. New employees

shall specify an option on the first day of employment. Employees shall not change their selection during the school year.

9.8 A. The District shall contribute twenty-five cents (\$.25) for every dollar (\$1.00) contributed by an employee to a District approved Tax Deferred Annuity program selected by an employee for payroll deduction.

B. No fewer than three (3) Tax Deferred Annuity Plans shall be available for selection at all times.

C. As of June 30, 2007, plans currently selected shall be maintained as long as there are participants. In the event that more than three (3) plans are offered and all participants withdraw from a non-approved plan, that plan may be eliminated from automatic payroll deduction.

9.9 For contract year 2012-2013 a longevity payment of seventy-five dollars (\$75.00) for each year of service with the district in excess of ten (10) years shall be paid to all employees starting in the eleventh (11th) year of service. In 2013-2014 the longevity payment will increase to one hundred dollars (\$100.00) for each year of service following the same parameters. The payment will be paid on the payday immediately preceding Christmas.

## **ARTICLE X GRIEVANCE PROCEDURE**

### 10.1 Definition:

"Grievance" means an alleged violation, misinterpretation, or misapplication with respect to one or more District employees, or the Association, of any provision of this Agreement. An "aggrieved employee" is the person or persons making the claim. All the time limits specified in this Article X shall mean calendar days.

### 10.2 Purpose:

The parties acknowledge that it is most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Parties also acknowledge that open communication

be maintained at all appropriate grievance levels as evidenced by the grievance process forms set forth in Appendix E 1-5. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E 1-5 attached hereto) and referred to the following formal grievance procedure.

#### 10.3 Formal Procedure:

The grievance shall state the specific violation 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 and must be filed within thirty (30) days of the time the alleged violation either became known or should have become known to the employee. All references to days in Levels A through D are calendar.

#### Level A:

Within ten (10) days of receipt of a formal grievance, the appropriate administrator will meet with the aggrieved employee. Within ten (10) days following any such meeting, the administrator shall give his/her 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/her 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.

#### Level C:

If the grievance remains unsettled, then the grievance shall be referred to the School Board.

Within ten (10) days of a grievance being referred to the School Board, the School Board will meet with the participants of Level B and examine the

facts of the grievance. The School Board shall give its answer within fifteen (15) days of any such meeting.

The School Board shall use its best efforts to examine the facts of the grievance, but it shall have no power or authority to do other than interpret and apply the provisions of this Agreement and it shall have no power or authority to add or subtract from, alter, or modify any of the said provisions.

Level D:

If the grievance remains unsettled, it may be referred to advisory arbitration. The parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures of the service.

The Arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority other than to interpret and apply the provisions of this agreement and he/she shall have no power to add or to subtract from, alter, or modify any of the said provisions. The Arbitrator's decision shall not be binding on either party, but shall be advisory only. The parties agree that the Arbitrator will be paid by the party that does not prevail in the decision.

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

10.5 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.

10.6 Grievances on behalf of more than one staff person shall be submitted by the Association to Level B.

10.7 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. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits (unless extended by mutual agreement) shall be deemed to be acceptance of the decision rendered at that level.

10.8 Subject to the provisions of RSA 273-A:11, 1 (A), an employee shall be given the right, upon notice to the appropriate supervisor, to have an

Association representative present with respect to a filed grievance.

10.9 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance(s).

10.10 Authorized absence of up to two weeks of any party involved in the grievance process will automatically extend the time frames by the appropriate number of days.

## **ARTICLE XI LEAVES OF ABSENCE**

11.1 It is agreed that the use of leave days will be confined to the legitimate purposes provided in the following schedule, and that paid leave benefits will not be used for any unauthorized absence. An unauthorized absence may be cause for disciplinary action up to and including discharge.

### **11.2 Paid Leaves**

A. Sick leave shall be confined to a disabling condition of the employee or a member of the employee's immediate family, excluding work-connected disability covered by the New Hampshire Workman's Compensation law. Under this Section 11.2, after three consecutive days of absence, the Administration may request medical evidence at the Board's expense from the employee's physician and/or the Board's physician when it is deemed necessary to confirm the nature and extent of the disabling condition. In those instances when an employee's health or condition warrants, continued employment will be permitted as long as the employee is able to adequately perform his/her duties, and can supply the Board sufficient medical evidence to ensure his/her health and safety.

B. Twelve month employees shall earn twelve (12) days sick leave at their applicable number of hours and rate of pay. Ten (10) month employees

shall earn ten (10) days sick leave at their applicable number of hours and rate of pay. The Board agrees to permit 110 days carryover of accumulated sick leave.

C. In extreme illnesses which may require extended leave, the Family and Medical Leave Act will be adhered to and the Superintendent will make the determination on whether vacation, sick time or both may be required to be used.

D. Two (2) days absence with pay will be allowed per occurrence for critical illness in the immediate family, as defined in section 11.5, A and B. Critical illness means illness which the attending doctor considers sufficiently serious to require the employee's presence at the bedside.

E. The Board agrees to permit the donation of sick days from one or more employees to another under the following conditions:

If an employee has or is about to exhaust all of his/her sick and/or vacation days due to a lengthy illness or disability (including but not limited to pregnancy related disability), the employee may request, using the letter found in Appendix F-1, that the Association's Sick Leave Committee solicit sick day donations from the association membership for use by the employee. If in the judgment of the committee, the request conforms to the aforementioned conditions, the committee shall solicit donations using the letter found in Appendix F-2. An employee may donate one sick day by signing and returning the lower portion of the solicitation letter to the committee by the due date on the letter. The committee shall then promptly forward the donation responses to the Business Office. The committee shall also complete and send to the recipient the letter found in Appendix F-3. Recipients are limited to sixty (60) donated days per fiscal year. In the event that more days are donated than required, the committee, by random drawing, will select which donors will contribute. Employees may donate only one day per recipient annually, except in cases where the initial solicitation yields insufficient donated days. If this occurs, the committee may re-solicit, using the letter found in Appendix F-4, for one additional day. This second

solicitation will be sent only to those employees who donated one day to the recipient in response to the first solicitation.

**Donations will not be permitted to provide sick leave to employees who have exhausted all sick leave but who are not experiencing a lengthy illness or disability. The use of donated days shall not be automatic but shall be permitted upon satisfactory proof of illness or disability. Employees who are receiving Worker's Compensation are not eligible to use donated days.**

11.3 An employee who is absent due to a work-connected illness or accident (Worker's Compensation) may, at his/her request, receive the net difference between Worker's Compensation payments and his/her full pay at his/her applicable salary rate and such payment by the Board shall continue until any such employee has used any and all of the sick leave to which he/she is entitled. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Worker's Compensation Law of the State of New Hampshire.

11.4 The Board will grant up to two (2) days paid personal leave per year to each employee. Written notification shall (except in emergencies) be presented to the Administrator at least forty-eight (48) hours prior to any such leave. The paid personal days shall not be taken consecutively or immediately before or after a holiday or vacation without consent of the Administrator.

#### 11.5 Bereavement Leave

Bereavement leave shall be granted, upon request and documentation, when a death occurs in an employee's family in accordance with the following schedule:

- A. Spouse or Child: Five (5) regularly scheduled work days.
- B. Father, Mother, Father-in-law, Mother-in-law, Sister, Brother, Grandchild, relative or ward residing in the employee's household: Three (3) regularly scheduled work days.

C. Grandmother, Grandfather, Aunt, Uncle, Sister/Brother-in-law, Son/Daughter-in-law: One (1) regularly scheduled work day for the purpose of attending the funeral.

D. Leave to attend the funeral of any individual not listed above shall be granted only at the discretion of the Superintendent and may be granted only one time per year per employee.

E. Under extenuating circumstances as determined by the Superintendent, additional work days with pay may be granted under Section A, B or C with written approval of the Superintendent.

#### 11.6 Early Termination

Should an employee's employment terminate in any given year prior to June 30, then sick and personal days earned shall be prorated under the same schedule as found in Article 9.6. Any days used and not fully earned due to the proration will be deducted from final wages owed, and any vacation days earned and not taken shall be paid.

#### 11.7 Unpaid Leaves

A. Unpaid leave may be granted at the discretion of the Board. A request by an employee for child-caring leave shall be granted upon the condition that not less than 60 days' notice prior to the commencement of the leave will be given to the administration and that the employee will return to work only at the beginning of a school year and that the total amount of leave will not exceed 15 months.

B. An employee who is granted a leave of absence by the Board under this Article XI shall be granted reemployment. Any remaining sick leave benefits to which any such employee was entitled prior to said leave shall upon return be restored.

11.8 A. Employees required by official orders to attend National Guard Duty or other military reserve duty, during the year and for a period not to exceed ten (10) work days shall receive pay for such period equal to their regular pay, less the amount received for the services performed. Extended

time requirements under this section may be granted by the School Board after application, in advance, to the Superintendent.

B. For any day actually serving on jury duty, the employee shall receive wages for such day(s) equal to their regular pay, less the amount received for the services performed.

## **ARTICLE XII INSURANCE**

12.1 The Board agrees to maintain in effect an insurance plan for full-time employees as long as they remain on the Fall Mountain Regional School District payroll. A summary of the benefits to be provided under this plan is set forth in Appendix B hereto.

12.2 Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those referred to above and imposing the cost thereof on the Fall Mountain Regional School District Board, the disposition hereunder shall be subject to negotiations.

## **ARTICLE XIII RESIGNATIONS**

13.1 Except in the case of emergency, an employee shall provide a minimum of ten (10) working days notice of his/her intent to resign. The employee and his/her administrator will agree on the date the resignation is effective. Emergency for the purposes of the Article is intended to include a physical or emotional crisis which renders the employee unable to give a full ten (10) days notice.

## **ARTICLE XIV REDUCTION IN FORCE**

14.1 It is recognized that it is within the Board's discretion to change, increase, or reduce the District's employees. The Board's prime focus in the

discharge of its duties is to provide the children of the District with the best possible education within its means. Therefore, in the event it becomes necessary to reduce the number of employees beyond normal attrition, the procedure below shall be followed:

A. A committee of eight - four administration/Board members, four support staff, with one of each chosen by the other - shall determine which employees will be laid off. At no time will salary or length of time employed in the District be a deciding factor in a lay-off. The only consideration will be the best interest of the District's children. Should the committee be unable to reach a decision based on these factors, the following procedure based on seniority shall be followed.

B. Seniority is defined as the length of unbroken service within the District and shall be computed from the employee's most recent first date of service with the District. All employees shall be ranked in that order. In the event of more than one (1) employee having the same first date of service, all employees so affected will participate in a drawing to determine their placement in seniority.

C. Should the circumstances in paragraph A occur, a Seniority List shall be prepared and the drawing held. The Association may post the Seniority List.

D. All seniority is lost when employment in the District is severed by resignation, retirement, discharge for cause, or transfer to a nonsupport staff position.

E. Seniority shall not accrue while an employee is on a leave of absence. But, seniority shall accrue while an employee is on sick leave and in all situations where mandated by state or federal law.

## **ARTICLE XV EMPLOYEE RIGHTS**

15.1 The employer agrees that it will in no way discriminate against or

between employees because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence. The employer further agrees that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or activities.

15.2 The private and personal life of any employee is not within the appropriate concern or attention of the employer, provided said activities do not involve the school community and do not prevent him/her from carrying out his/her job duties.

15.3 Any employee who is convicted of a criminal offense that constitutes a felony, a misdemeanor crime against children, or an act that constitutes sexual harassment, shall waive all rights to employment and shall be terminated immediately. All benefits shall be forfeited.

15.4 A person seeking employment in the District shall first provide a certified record that he/she does not have any convictions for offenses as specified in 15.3. The prospective employee shall be responsible for any costs related to obtaining such records.

## **ARTICLE XVI EMPLOYEE DISCIPLINE**

16.1 No employee will be disciplined without just cause. Disciplinary grievances filed by probationary employees shall not be subject to arbitration.

16.2 An employee shall, upon request, be entitled to have present a representative of the Association during any meeting at which disciplinary action occurs. When a request for such representation is made, no action shall be taken with respect to the employee for up to three (3) working days so that a representative of the Association can be present.

**ARTICLE XVII**  
**VACANCIES, TRANSFERS, AND ASSIGNMENTS**

17.1 A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

17.2 The Board shall post and advertise any position for a minimum of 10 work days, except in the case of an emergency, before filling a vacant position. Postings shall include location, hours, and minimum qualifications. Employees will be given preference for any vacancy if equally qualified with other applicants. In the event of multiple applications by employees of equally qualified persons, persons with seniority will be given preference. Nothing herein shall restrict the right of the Board to fill vacancies with temporary personnel pending appointment of a permanent person. During summer recess, a copy of all postings will be mailed to the Association president.

17.3 Employees may apply for vacancies by submitting a written application, or a letter of interest if a written application has been completed within the last year, to the Superintendent's office.

**ARTICLE XVIII**  
**HOURS OF WORK**

18.1 Hours of work are to be determined by the Board to meet the needs of the District.

**ARTICLE XIX**  
**VACATIONS, HOLIDAYS, SICK AND PERSONAL TIME**

19.1 Vacations

A. Full-time twelve (12) month employees will be entitled to an annual vacation with pay in accordance with the following:

1. Service time shall be based on an employment year beginning on

July 1.

2. Vacation shall be granted in accordance with the following schedule:
    - a. Six months to one year 5 days
    - b. Two to five years 10 days
    - c. Six to ten years 15 days
    - d. Eleven or more years 20 days
  3. Should an employee's employment terminate in any given year prior to June 30, then vacation days earned shall be prorated using the date ranges for sick days in the schedule found in section 19.3 below. Any days used and not fully earned due to the proration will be paid or deducted on the final pay.
- B. Part-time twelve month employees shall be entitled to vacation benefits at the appropriate pro-rated basis in accordance with their regular hours worked.
- C. Up to 10 days of vacation time not taken in the fiscal year in which eligibility was established may be carried over into the next fiscal year but must be used up no later than December 31<sup>st</sup>. Any remaining days beyond this period will be forfeited.
- D. Vacation requests for employees in Categories 5, 6 and 8 shall be limited to two consecutive weeks at a time during the months of June, July and August, up to a maximum of three total weeks during these months.
- E. All employees must submit requests for vacation time to their immediate supervisor in writing at least ten (10) business days in advance of the requested vacation dates. Vacation may be taken only if the request is approved by the supervisor. If more than one employee requests vacation during the same period of time, approval will be determined on a first come, first served basis. Supervisors are allowed to waive the 10 day advance notice if coverage can be arranged without detriment to district programming.

#### 19.2 Holidays

- A. Twelve month full-time employees shall receive the following paid holidays:

Fourth of July	Christmas Day
Labor Day	New Year's Eve
Veterans' Day	New Year's Day
Thanksgiving Day	Civil Rights' Day*
Day after Thanksgiving	Presidents' Day*
Christmas Eve	Memorial Day

\*Employees shall receive a floating holiday in lieu of Presidents' Day and Civil Rights Day (if schools are open), which may be taken at any time with prior approval.

B. Twelve-month part-time employees shall receive the above holidays on a pro-rated basis in accordance with their regular work hours.

C. Ten-month full-time employees shall receive the following paid holidays:

Thanksgiving	Christmas Day
Day after Thanksgiving	New Year's Eve
Christmas Eve	New Year's Day

D. Ten-month part-time employees shall receive the above holidays on a pro-rated basis in accordance with their regular hours worked.

### 19.3 Sick Time

A. Full time twelve (12) month employees will be entitled to sick and personal time accruals in accordance with the following:

1. Service time shall be based on an employment year beginning on July 1.
2. Sick time shall be granted in accordance with the following schedule:

Sick Days

<u>Hire Date</u>	<u>Number of Days</u>
7/1-7/15	12
7/16-8/15	11
8/16-9/15	10

9/16-10/15	9
10/16-11/15	8
11/16-12/15	7
12/16-1/15	6
1/16-2/15	5
2/16-3/15	4
3/16-4/15	3
4/16-5/15	2
5/16-6/15	1
6/16/6/30	0

Personal Days

<u>Hire Date</u>	<u>Number of Days</u>
7/1-12/31	2
1/1-3/31	1
4/1-6/30	0

3. Should an employee's employment terminate in any given year prior to June 30, then sick days earned shall be prorated. Any days used and not fully earned due to the proration will be deduction on the final paycheck.

B. Part-time twelve and ten month employees shall be entitled to sick time benefits at the appropriate pro-rated basis in accordance with their regular hours worked.

**ARTICLE XX**

**STAFF DEVELOPMENT**

20.1 A. The District will pay fifty percent (50%) of the cost of tuition for courses which are satisfactorily fulfilled with a passing grade or better, provided the course is approved in advance by the administration or its designee.

B. A pool of funds of at least \$5,000 for each year of this agreement shall be set aside to be used by any employee for the cost of tuition. No employee shall be reimbursed for more than \$500 in any year.

C. The District shall also pay the costs of any workshops, seminars or other programs which an employee is required or requested to attend. The cost of these programs shall not be included in pool limits.

**ARTICLE XXI**  
**NOTICE UNDER AGREEMENT**

21.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, SAU #60, PO Box 600, 159 East Street, Charlestown, NH 03603.

21.2 Whenever written notice to the Fall Mountain Educational Support Staff Association is provided for in this Agreement, such notice shall be addressed to the President of the Association at his/her then current address. It shall be the responsibility of the Association to notify the Superintendent when there has been a change in presidents, or whenever there is a change in the address of the president.

**ARTICLE XXII**  
**STRIKES AND SANCTIONS**

22.1 The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that it will not sponsor nor support any strike, sanction, work stoppage, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation thereof, during the life of this Agreement, nor shall the Board engage in any form of lockout against employees.

**ARTICLE XXIII**  
**MISCELLANEOUS PROVISIONS**

23.1 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 the law, then such provision or application shall not be deemed valid or subsisting, except to

the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

23.2 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.

23.3 New employees shall be provided with a copy of the Master Agreement, a Job Description, all insurance forms, and a dues deduction form as provided by the Association as soon as he/she begins work.

#### **ARTICLE XXIV DURATION OF AGREEMENT**

24.1 This Agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2015.

## APPENDIX A

### SUPPORT STAFF RATE SCHEDULE

1. Employees who fail to earn a satisfactory evaluation shall be compensated at the exact same salary as paid to them in the preceding year. As such, no step(s), longevity increase, nor participation in any general increase in salary scale shall accrue.

2. It is the employee's responsibility to complete all requirements necessary to maintain Category rate levels where special licensure/certification is required. Employees who allow their certification/licensure to lapse will be in breach of their contract and will immediately be moved to their appropriate Category and an adjusted contract will be issued. If another Category position is unavailable, the employee may risk termination. Categories are:

1. Food Services
2. Aides, NH Certified Paraprofessional I's
3. Food Services Managers, Secretaries, NH Certified Paraprofessional II's & Library Assistants
4. Principal's Secretaries, HS Bookkeeper, SPED Director Secretary/Bookkeeper, Facilities Director Secretary/Bookkeeper
5. Head Custodian, Groundskeepers, and Painters
6. Maintenance
7. Bus Drivers (Hourly Rate x 5 for full-time routes)
8. Custodians

<b>Proposed 2012-2013 Support Staff Salary Schedule</b>										
<b>Categories</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>1</b>	\$12.25	\$12.50	\$12.74	\$13.00	\$13.26	\$13.52	\$13.80	\$14.07	\$14.35	\$14.64
<b>2</b>	\$12.75	\$13.01	\$13.27	\$13.53	\$13.80	\$14.08	\$14.36	\$14.65	\$14.94	\$15.24
<b>3</b>	\$14.65	\$14.94	\$15.24	\$15.55	\$15.86	\$16.17	\$16.50	\$16.83	\$17.16	\$17.51
<b>4</b>	\$15.13	\$15.43	\$15.74	\$16.06	\$16.38	\$16.70	\$17.04	\$17.38	\$17.73	\$18.08
<b>5</b>	\$17.46	\$17.81	\$18.17	\$18.53	\$18.90	\$19.28	\$19.66	\$20.06	\$20.46	\$20.87
<b>6</b>	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32	\$19.71	\$20.10	\$20.50	\$20.91	\$21.33
<b>7</b>	\$16.50	\$16.83	\$17.17	\$17.51	\$17.86	\$18.22	\$18.58	\$18.95	\$19.33	\$19.72
<b>8</b>	\$13.05	\$13.31	\$13.58	\$13.85	\$14.13	\$14.41	\$14.70	\$14.99	\$15.29	\$15.60

<b>Proposed 2013-2014 Support Staff Salary Schedule</b>										
<b>Categories</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>1</b>	\$12.50	\$12.75	\$12.99	\$13.26	\$13.53	\$13.79	\$14.08	\$14.35	\$14.64	\$14.93
<b>2</b>	\$13.01	\$13.27	\$13.54	\$13.80	\$14.08	\$14.36	\$14.65	\$14.94	\$15.24	\$15.54
<b>3</b>	\$14.94	\$15.24	\$15.54	\$15.86	\$16.18	\$16.49	\$16.83	\$17.17	\$17.50	\$17.86
<b>4</b>	\$15.43	\$15.74	\$16.05	\$16.38	\$16.71	\$17.03	\$17.38	\$17.73	\$18.08	\$18.44
<b>5</b>	\$17.81	\$18.17	\$18.53	\$18.90	\$19.28	\$19.67	\$20.05	\$20.46	\$20.87	\$21.29
<b>6</b>	\$18.21	\$18.57	\$18.94	\$19.32	\$19.71	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76
<b>7</b>	\$16.83	\$17.17	\$17.51	\$17.86	\$18.22	\$18.58	\$18.95	\$19.33	\$19.72	\$20.11
<b>8</b>	\$13.31	\$13.58	\$13.85	\$14.13	\$14.41	\$14.70	\$14.99	\$15.29	\$15.60	\$15.91

<b>Proposed 2014-2015 Support Staff Salary Schedule</b>										
<b>Categories</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>1</b>	\$12.74	\$13.01	\$13.25	\$13.53	\$13.80	\$14.07	\$14.36	\$14.64	\$14.93	\$15.23
<b>2</b>	\$13.27	\$13.54	\$13.81	\$14.08	\$14.36	\$14.65	\$14.94	\$15.24	\$15.54	\$15.86
<b>3</b>	\$15.24	\$15.54	\$15.86	\$16.18	\$16.50	\$16.82	\$17.17	\$17.51	\$17.85	\$18.22
<b>4</b>	\$15.74	\$16.05	\$16.38	\$16.71	\$17.04	\$17.37	\$17.73	\$18.08	\$18.45	\$18.81
<b>5</b>	\$18.17	\$18.53	\$18.90	\$19.28	\$19.66	\$20.06	\$20.45	\$20.87	\$21.29	\$21.71
<b>6</b>	\$18.57	\$18.95	\$19.32	\$19.71	\$20.10	\$20.51	\$20.91	\$21.33	\$21.75	\$22.19
<b>7</b>	\$17.17	\$17.51	\$17.86	\$18.22	\$18.58	\$18.96	\$19.33	\$19.72	\$20.11	\$20.52
<b>8</b>	\$13.58	\$13.85	\$14.13	\$14.41	\$14.70	\$14.99	\$15.29	\$15.60	\$15.91	\$16.23

**APPENDIX B: INSURANCE/BENEFITS**

A. The Board agrees to provide Blue Cross/Blue Shield COMP 100 MC plan and the Matthew Thornton HMOs (options \$5 cp Rx 10/20/30; \$10 cp – RX 10/20/45 Ltd Deductible or \$10 cp – RX 10/20/30 ER Paid Ltd Deductible) as medical insurance options to full-time employees during the term of this Agreement. The driver for shared costs will be the Matthew Thornton HMO \$10 co-pay with RX 10/20/30 and limited district funded \$250 deductible. The Blue Cross/Blue Shield JY and Matthew Thornton HMO \$5 co-pay with Rx 3/15/1 will not be grandfathered. The Board agrees to contribute up to the percent amounts specified below as its contribution to the benefits set forth in this Appendix B as follows:

School Year	Plan Option	Single	Two-Person	Family
<b>2012-2013</b>	BC/BS Comp 100	82% of MT \$10 w/RX 10/20/30	82% of MT \$10 w/RX 10/20/30	82% of MT \$10 w/RX 10/20/30
	MT \$5 w/ RX 10/20/30	82% of MT \$10 w/RX 10/20/30	82% of MT \$10 w/RX 10/20/30	82% of MT \$10 w/RX 10/20/30
	<b>MT \$10 LTD Deductible w/RX 10/20/30</b>	82%	82%	82%
	MT \$10 LTD Deductible w/RX 10/20/45	82% of MT \$10 w/RX 10/20/30	82% of MT \$10 w/RX 10/20/30	82% of MT \$10 w/RX 10/20/30
School Year	Plan Option	Single	Two-Person	Family
<b>2013-2014</b>	BC/BS Comp 100	81% of MT \$10 w/RX 10/20/30	81% of MT \$10 w/RX 10/20/30	81% of MT \$10 w/RX 10/20/30
	MT \$5 w/ RX 10/20/30	81% of MT \$10 w/RX 10/20/30	81% of MT \$10 w/RX 10/20/30	81% of MT \$10 w/RX 10/20/30
	<b>MT \$10 LTD Deductible w/RX 10/20/30</b>	81%	81%	81%
	MT \$10 LTD Deductible w/RX 10/20/45	81% of MT \$10 w/RX 10/20/30	81% of MT \$10 w/RX 10/20/30	81% of MT \$10 w/RX 10/20/30

Plan Option	Single	Two-Person	Family	Plan Option
<b>2014-2015</b>	BC/BS Comp 100	80% of MT \$10 w/RX 10/20/30	80% of MT \$10 w/RX 10/20/30	80% of MT \$10 w/RX 10/20/30
	MT \$5 w/ RX 10/20/30	80% of MT \$10 w/RX 10/20/30	80% of MT \$10 w/RX 10/20/30	80% of MT \$10 w/RX 10/20/30
	<b>MT \$10 LTD Deductible w/RX 10/20/30</b>	80%	80%	80%
	MT \$10 LTD Deductible w/RX 10/20/45	80% of MT \$10 w/RX 10/20/30	80% of MT \$10 w/RX 10/20/30	80% of MT \$10 w/RX 10/20/30

Employees who work at least 35 hours per week but less than 40 shall also be eligible as stated above, except that the district's contribution shall be based on only the single rate, regardless of which type of coverage is elected. Employees who are contracted to work less than 35 hours per week and begin working (or become re-employed) on or after July 1, 2007 shall not be entitled to health benefits. Employees whose first day of work or re-employment is prior to July 1, 2007 and who were contracted to work at least 30 but less than 35 hours per week shall be "grandfathered" to receive the same level of health benefits as noted above for employees who work at least 35 but less than 40 hours per week. Employees who were grandfathered under the terms of the agreement which began on July 1, 1996 shall remain "grandfathered" under those terms, but will still be subject to the same contribution rates as stated above.

Employees may select single, two-person, or family coverage and shall have the option to change plans annually by completing and submitting to the Business Office a plan change form on or before the last scheduled day of school. The change will be effective on July 1 or September 1 depending upon open enrollment.

Employees who decline medical coverage will receive a payment of \$333.34 per month (\$4,000.08 per year) for each month that coverage is declined.

Payments will be made through the employee's paycheck and will be subject to all applicable assessments and taxes. To receive this payment, evidence of alternative medical insurance must be provided to the district business office. Insurance through the District can be resumed every July 1 or on the first of any month following a qualifying event, at which time the payments will cease. Part-time employees who are contracted to work at least 35 hours per week may also elect this option. Employees whose first day of work or re-employment is prior to July 1, 2007 and who were contracted to work at least 30 but less than 35 hours per week shall be "grandfathered" to receive the same payment as noted above for employees who work at least 35 but less than 40 hours per week. Employees who were grandfathered under the terms of the agreement which began on July 1, 1996 shall remain "grandfathered" under those terms. Should any federal or state legislation become effective during the term of this Agreement mandating benefits or benefit vouchers, this payment will serve as the mandate.

**APPENDIX C-1**  
**Fall Mountain Regional School District**  
**Support Staff Employment Contract**

**First Name:** \_\_\_\_\_ **Step:** \_\_\_\_\_  
**Last Name:** \_\_\_\_\_ **Category:** \_\_\_\_\_  
**Position:** \_\_\_\_\_ **Rate per Hour:** \_\_\_\_\_  
**Initial Assignment:** \_\_\_\_\_ **Avg. Hours per Day:** \_\_\_\_\_  
**Start Date:** \_\_\_\_\_ **Days per Year:** \_\_\_\_\_  
**Number of Paid Holidays:** \_\_\_\_\_ **Longevity Years**  
**Shift Differential:** \_\_\_\_\_ **as of 6/30/20XX:** \_\_\_\_\_

ARTICLES OF AGREEMENT made this 24th day of October, 2011 by and between the Fall Mountain Regional School District, party of the first part, and the above named individual, party of the second part, herein after called "employee", witnessed:

1. That the party of the first part agrees to and does hereby employ said party of the second part to the above assignment in the district for one year inclusive of the time spent in service of the district at institutes, seminars, et cetera, at the terms above, payable in semi-monthly installments. Said party of the first part reserves the right to make such changes of assignment as the exigencies of the district may require, in accordance with the master agreement. Total compensation will be as follows:

20XX-20XX Compensation	District Cost	Employee Cost
Salary*		
Holiday Pay*		
Shift Differential		
Longevity		
Total Salary		
Health, Dental and Cash In Lieu are no longer shown due to federal HIPAA regulations		
Disability Insurance		
NH Workers Compensation		
403B Contribution		
NH Retirement Contribution		
Social Security		
Medicare		
<b>Total Compensation</b>		

**Total number of payments:** \_\_\_\_\_

**Gross amount per payment excl. health opt out, shift diff. & longevity:**

2. Said party of the second part agrees to conform to and carry out all lawful regulations which may be prescribed relative to the conduct of the school, and carry out any and all duties required for the operation of the complete school program in accordance with his/her job description.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

By: \_\_\_\_\_  
 Supervisor

By: \_\_\_\_\_  
 Employee

By: \_\_\_\_\_  
 Superintendent of Schools

\* Paid in equal semi-monthly installments in advance of time worked.

\*\*Subject to premium rate changes.

Position #

Employee #

**APPENDIX C-2**  
**Fall Mountain Regional School District**  
**Support Staff Notice of Employment**

<b>First Name:</b> <b>Last Name:</b> <b>Position:</b> <b>Initial Assignment:</b> <b>Start Date:</b> <b>Number of Paid Holidays:</b> <b>Shift Differential:</b>	<b>Step:</b> <b>Category:</b> <b>Rate per Hour:</b> <b>Avg. Hours per Day:</b> <b>Days per Year:</b> <b>Longevity Years</b> <b>as of 6/30/20XX:</b>
--	---

You are hereby notified that you will be re-employed by the Fall Mountain Regional School District for one year at the above terms, payable in semi-monthly installments and compensated as follows:

20XX-20XX Compensation	District Cost	Employee Cost
Salary*		
Holiday Pay*		
Shift Differential		
Longevity		
Total Salary		
Health, Dental and Cash In Lieu are no longer shown due to federal HIPAA regulations		
Disability Insurance		
NH Workers Compensation		
403B Contribution		
NH Retirement Contribution		
Social Security		
Medicare		
<b>Total Compensation</b>		

**Total number of payments:**

**Gross amount per payment excl. health opt out, shift diff. & longevity:**

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Employee

By: \_\_\_\_\_  
Superintendent of Schools

\* Paid in equal semi-monthly installments in advance of time worked. Position #  
\*\*Subject to premium rate changes. Employee #

**APPENDIX D-1**

Please return to your building Rep. ASAP

**FALL MOUNTAIN REGIONAL SCHOOL DISTRICT  
DUES DEDUCTION AUTHORIZATION FORM**

"I hereby authorize the Fall Mountain Regional School District to withhold from my salary the sum of \$\_\_\_\_\_ for membership dues as follows:

For membership in the Fall Mountain Support Staff Association the sum of \$\_\_\_\_\_ per year.

For my membership in the New Hampshire Education Association, the sum of \$\_\_\_\_\_ per year.

For my membership in the National Education Association, the sum of \$\_\_\_\_\_ per year.

A total of \$\_\_\_\_\_ per year.

The sums are determined by the Association and are hereby assigned by me to the Fall Mountain Support Staff Association, and are to be remitted 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 the Appendix. It is further agreed that the Board assumes no financial liability.

I agree that the assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the beginning of the school year of my desire to revoke same.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX E-1**

**GRIEVANCE ADJUSTMENT  
COMPLAINT BY THE AGGRIEVED PERSON**

Name of Complainant \_\_\_\_\_

Date of Filing \_\_\_\_\_

Home Address \_\_\_\_\_  
\_\_\_\_\_

Home Telephone Number \_\_\_\_\_

Position Held \_\_\_\_\_

Name of School and School Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal \_\_\_\_\_ School Phone \_\_\_\_\_

Grievance Representative \_\_\_\_\_

PROVISION OF MASTER CONTRACT, SCHOOL POLICY, OR PRACTICE ALLEGEDLY VIOLATED:

STATEMENT OF GRIEVANCE:

ACTION REQUEST:

\_\_\_\_\_  
Signature of Complainant

NOTE: Keep one (1) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent

**APPENDIX E-2**  
**GRIEVANCE ADJUSTMENT LEVEL A**  
**DECISION OF PRINCIPAL**

TYPE OR PRINT

(To be completed within two (2) days after the receipt of the written grievance)

Aggrieved \_\_\_\_\_ Date of Formal  
Person \_\_\_\_\_ Grievance Presentation \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

DECISION OF THE IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Date of Decision \_\_\_\_\_  
Signature of Immediate Supervisor

AGGRIEVED PERSON'S RESPONSE: (To be completed by Aggrieved within five (5) days of decision and sent to the Superintendent)

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to Level B.

Date of Response \_\_\_\_\_  
Signature of Complainant

NOTE: Keep one (1) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent

**APPENDIX E-3  
GRIEVANCE ADJUSTMENT ,LEVEL B  
DECISION OF SUPERINTENDENT**

TYPE OR PRINT

(To be completed within seven (7) days after the receipt by the Superintendent of the written grievance)

Aggrieved Person \_\_\_\_\_ Date of Formal Grievance Presentation \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

**DECISION OF THE SUPERINTENDENT AND REASONS THEREFORE:**

Date of Decision \_\_\_\_\_  
\_\_\_\_\_  
Signature of Immediate Supervisor

**AGGRIEVED PERSON'S RESPONSE: (To be completed by Aggrieved within five (5) days of decision and sent to the Superintendent)**

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby waive my rights under the provisions of Article X, Section 10.3, Level C of this Agreement to advisory arbitration and refer the above decision to Level C, the School Board.

\_\_\_\_\_ I hereby waive my rights under the provisions of Article X, Section 10.3, Level C of this Agreement to refer the above decision to the School Board and appeal to the Association to submit this grievance to advisory arbitration.

Date of Response \_\_\_\_\_  
\_\_\_\_\_  
Signature of Complainant

NOTE: Keep one (1) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent
4. School Board (Include Appendix E-1)

**APPENDIX E-4**  
**GRIEVANCE ADJUSTMENT LEVEL C**  
**DECISION OF SCHOOL BOARD**

TYPE OR PRINT

(To be completed within seven (7) days after the regularly scheduled monthly meeting of the School Board following the School Board's Grievance Review Committee's recommendations to the School Board)

Aggrieved Person \_\_\_\_\_ Date of Formal Grievance Presentation \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

DECISION OF THE SCHOOL BOARD AND REASONS THEREFORE:

Date of Decision \_\_\_\_\_

\_\_\_\_\_  
Signature of School Board Chair

NOTE: Keep one (1) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent
4. School Board (Include Appendix E-1)

**APPENDIX E-5**

**GRIEVANCE ADJUSTMENT LEVEL D  
DECISION OF SCHOOL BOARD**

TYPE OR PRINT

(To be completed within ten (10) days after the regularly scheduled monthly meeting of the School Board following the School Board's Grievance Review Committee's recommendations to the School Board)

Aggrieved Person \_\_\_\_\_ Date of Formal Grievance Presentation \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

DECISION OF THE SCHOOL BOARD AND REASONS THEREFORE:

Date of Decision \_\_\_\_\_

\_\_\_\_\_  
Signature of School Board Representative

NOTE: Keep one (1) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent
4. School Board (Include Appendix E-1)

**APPENDIX F-1  
SICK DAY DONATION EMPLOYEE REQUEST FORM**

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

To: Support Staff Association Sick Leave Committee

From: \_\_\_\_\_

I am requesting, per Article 11.2 E, that the committee solicit sick days on my behalf. Per the attached note from my physician, which includes my anticipated return to work date and a brief description of my ailment/disability, I believe that my circumstance meets the criteria set forth in this article.

Sincerely,

\_\_\_\_\_

Employee Signature

**APPENDIX F-2  
SICK DAY DONATION SOLICITATION FORM**

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

To: All Support Staff Members

From: Support Staff Association Sick Leave Committee

On behalf of \_\_\_\_\_, who the committee represents to you is in need of additional sick days to cover a lengthy illness/disability, we are soliciting the donation of one sick day from you. If you wish to make this donation, please complete the lower half of this page and return it to \_\_\_\_\_ by \_\_\_\_\_.

---

To: \_\_\_\_\_

I agree to donate one of my sick days to \_\_\_\_\_.

I understand that this day will be deducted from my sick day balance if it is used.

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

Name: \_\_\_\_\_

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

**APPENDIX F-3**  
**SICK DAY DONATION EMPLOYEE NOTIFICATION FORM**

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

To: \_\_\_\_\_

From: Support Staff Association Sick Leave Committee

Please be advised that your request for additional days has resulted in \_\_\_\_\_ days being donated to you by other support staff members.

Please remember that to use these days, you will be required to provide a letter from your physician stating that the use of these days is medically necessary.

**APPENDIX F-4**  
**SICK DAY DONATION SECOND SOLICITATION FORM**

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

To: All Who Donated a Sick Day to \_\_\_\_\_

From: Support Staff Association Sick Leave Committee

On behalf of \_\_\_\_\_, who the committee represents to you is in need of additional sick days to cover a lengthy illness/disability, we are soliciting the donation of one additional sick day from you, as the first solicitation did not yield as many donated days as needed. If you wish to make this additional donation, please complete the lower half of this page and return it to \_\_\_\_\_ by \_\_\_\_\_.

---

To: \_\_\_\_\_

I agree to donate one more of my sick days to \_\_\_\_\_.

I understand that this day will be deducted from my sick day balance if it is used.

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

Name: \_\_\_\_\_

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