

AGREEMENT

Between

**Fall Mountain Regional School District
School Board**

and the

**Fall Mountain
Educational Support Staff Association**

2015 - 2017

PREAMBLE		1
<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
I	RECOGNITION	1
II	SCOPE OF AGREEMENT	2
III	UNIT OF CERTIFICATION	2
IV	NEGOTIATIONS PROCEDURES	2
V	ASSOCIATION RIGHTS	4
VI	EVALUATION AND PERSONNEL FILES	6
VII	CONSULTATION ON EMPLOYMENT PRACTICES	8
VIII	EMPLOYMENT PRACTICES	9
IX	COMPENSATION	10
X	GRIEVANCE PROCEDURE	14
XI	LEAVES OF ABSENCE	17
XII	INSURANCE	22
XIII	RESIGNATIONS	22
XIV	REDUCTION IN FORCE	22
XV	EMPLOYEE RIGHTS	23
XVI	EMPLOYEE DISCIPLINE	24
XVII	VACANCIES, TRANSFERS, AND ASSIGNMENTS	24
XVIII	HOURS OF WORK	25
XIX	VACATIONS, HOLIDAYS, SICK AND PERSONAL	25
XX	STAFF DEVELOPMENT	28
XXI	NOTICE UNDER AGREEMENT	29
XXII	STRIKES AND SANCTIONS	29
XXIII	MISCELLANEOUS PROVISIONS	29
XXIV	DURATION OF AGREEMENT	30

APPENDICES

A	COMPENSATION	31
B	INSURANCE/BENEFITS	32
C	EMPLOYMENT CONTRACT	35
D1-D4	GRIEVANCE FORMS	36
E1-E3	SICK DAY DONATION FORMS	40
F	SIDE BAR AGREEMENT FOR 9.7 PAYROLL	43
	EXECUTION OF AGREEMENT	44

PREAMBLE

This Agreement entered into this 6th day of January 2015, 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,

electronically and/or 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 district email and 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 Membership Application Form and continue in effect unless revoked in writing by the employee, 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. Evaluations shall be used to assess and communicate information concerning job performance to employees. The purpose of evaluations is to provide positive reinforcement, encourage growth, and to assist each employee by identifying any areas in need of improvement. If areas in need of improvement are identified, the evaluation shall include suggestions to correct.

6.3 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 as described in article 8.4. After the first year, each employee shall be provided with a written evaluation at least once annually, no later than March 1st. This evaluation 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.

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

6.5 A. If the administrator/evaluator believes an employee is doing unsatisfactory work, the reasons shall be set forth in writing and the employee will be given the opportunity to improve. An improvement plan shall be promptly implemented by the administrator in conjunction with an employee's receipt of an unsatisfactory evaluation. An improvement plan also may be used at other times during an evaluation cycle at the discretion of the administrator, such as after receipt of a written warning. The appropriate duration of an improvement plan will be determined by the administrator in accordance with what he/she determines to be a reasonable time frame for improvement, but shall last at least three months. Reasonable support will be provided as required to assist an employee in attaining goals, and such supports will be documented within the plan. It is recognized, however, that not all circumstances, such as those constituting gross misconduct or a serious policy violation, for example, warrant an improvement plan and that disciplinary action may be taken as determined appropriate by the administration, subject to grievance.

B. If, at the end of an improvement plan, an employee's performance is not determined to be satisfactory, the plan may be extended to provide additional time for improvement, or he/she may be terminated, subject to grievance.

6.6 The employee will have the chance to meet with his/her evaluator to review and discuss written evaluations. 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.

6.7 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 and determined to be founded, with notation of results made.

6.8 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 A. 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 bargaining unit position for more than five (5) work days in any ten (10) work day period, he/she shall be compensated retroactively for all work performed at their same step on the higher pay category.

B. Paraprofessionals who are asked by their administrator to fill in as long-term substitutes for a teaching position for over 20 days will be paid at his/her own rate plus 10%, or the substitute rate of pay, whichever is higher.

8.2 Upon hire by the district, employees will be given an individual contract 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 (See Appendix C, attached hereto), a copy of this master agreement, a copy of their evaluation form, and a current job description. Subsequent revisions of job descriptions will be provided to existing affected staff when published. 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 the changes are necessary.

8.3 Employees will be notified of their employment status, title and initial job assignment prior to April 15, when possible. Returning employees will receive an individual contract.

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 Employees contracted over five (5) hours per day shall receive an uninterrupted, unpaid, duty free lunch of a half hour duration whenever possible. An employee who is required to work during part of his/her 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 Food service workers 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. Paraprofessionals and library assistants will be required to participate in two support staff training days. The first will be the in-service day prior to the first day of school, and the second will coincide with the Teacher in-service day traditionally held in January. For the paras/library assistants working a 10-month contract this will increase your schedule by two additional work days beyond the scheduled amount of student days.

ARTICLE IX COMPENSATION

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

9.2 A. All wages will be paid to employees for hours worked in accordance with the Fair Labor Standards Act and New Hampshire wage and hour laws. 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 straight time or at the rate of one and one half (1 1/2) hours off for each hour worked if the compensatory time is in place of overtime. 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 the entire school day or a portion of the day 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 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 20th of any contract year for salary adjustments to begin on September 1st. 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 20th will be recognized in the following year. Newly hired paraprofessionals who are qualified to become para 2 certified will fill out the certification paperwork with their application and give to human resources, along with payment. They will have 30 days to acquire an official copy of their transcript and deliver it to human

resources. They will be initially placed at category 2. If they get their transcript in to central office within the 30 days, their pay rate will be increased retroactively from the date of hire to category 3 once a copy of their certification is provided to central office.

9.6 All employees who work over half of a contract year 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 Employees shall be paid on a bi-weekly basis on the pay date following the payroll period for which a timesheet is submitted for work performed. (Note: please see side bar agreement in Appendix F)

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 A longevity payment of one hundred dollars (\$100.00) 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. 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 school days. During the summer break, school days shall be defined as Monday – Friday, excluding holidays.

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 D: 1-4. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix D: 1-4 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.

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 ten (10) 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.

- A. Parties will seek agreement on the selection and appointment of an arbitrator. In the absence of such agreement the matter will be submitted to AAA.

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, including the employee's spouse, child, parent, or a relative or ward living in the employee's household. A disabling condition shall exclude 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 E-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 E-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. 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 E-3, 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. In the event that the donor and recipient are not scheduled for the same number of daily hours, the lower number of hours will be donated.

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 The District shall have the authority to determine the number and qualifications of employees in each job classification.

14.2 In the event the District determines that it is necessary to conduct a layoff/reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements within each job classification in a good faith effort to avoid potentially unnecessary layoffs.

14.3 If further reduction in force is necessary within a job classification, the

administration shall choose employees for layoff within that job classification based upon student needs as the highest priority, followed by the following items:

1. employee evaluations
2. qualifications
3. seniority within the job classification

Each of the three qualifications shown in the list shall be evaluated on an equal basis.

14.4 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. 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.

14.5 All seniority is lost when employment in the District is severed by resignation, retirement, discharge for cause, or transfer to a nonsupport staff position. Seniority shall not accrue while an employee is on an unpaid leave of absence. But, seniority shall accrue while an employee is on District paid leave and in all situations where mandated by state or federal law.

14.6 A laid-off employee shall be given guaranteed consideration of employment for up to one year through June 30 of the following year. At the time of lay-off, the employee shall be advised how to sign up for automatic notification of openings. Employees will be required to resubmit applications as new positions become available.

ARTICLE XV EMPLOYEE RIGHTS

15.1 The employer agrees that it will not discriminate against or between employees on the basis of any class protected by state or federal law, in accordance with FMRSD board policy GBA – Equal Employment

Opportunity, or by reason of his/her membership in the Association or participation in its 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 violation of any NH statute prohibited from school employment in accordance with RSA 189:13A, 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 and in accordance with NH RSA 189:13A. 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 and/or emailed to the Association president.

17.3 Employees may apply for vacancies by submitting an application to Human Resources with the supporting documentation requested in the job posting.

17.4 The district will notify the Association president of new hires and transfers at the beginning of each month with the following information: position, location, category, and step.

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:

Vacation time will accrue monthly based on hire date in accordance with the following schedule:

- a. Zero to one year .42 days/month
 - b. Two to five years .84 days/month
 - c. Six to ten years 1.25 days/month
 - d. Eleven or more years 1.67 days/month
- 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 31st. 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 and eleven-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 and eleven-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 and Personal Time

A. Full time twelve (12) month employees will be entitled to sick 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 shall be granted in accordance with the following schedule and will be credited at the start of an employee's contract. Part-time employees shall receive personal days on a pro-rated basis in accordance with their regular hours worked. Personal time shall not carry over between fiscal years.

<u>Hire Date</u>	<u>Number of Hours</u>
7/1-12/31	16 hrs
1/1-3/31	8 hrs.
4/1-6/30	0 hrs.

3. Should an employee's employment terminate, sick and personal time will be lost. No payment will be made for time not used.

B. Part-time 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 or electronic 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 or electronic 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, and all insurance forms 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, 2017.

APPENDIX A: SUPPORT STAFF RATE SCHEDULE

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 (*10% Premium for NH Licensed Trade Professionals)
7. Bus Drivers (Hourly Rate x 5 for full-time routes)
8. Custodians

2015-2016 Support Staff Chart												
	Old Steps	1	2	3	4	5	6	7	8	9	10	
New Steps	1	2	3	4	5	6	7	8	9	10	11	12
Categories												
1	12.43	12.68	12.94	13.19	13.46	13.73	14.00	14.28	14.57	14.86	15.16	15.46
2	12.94	13.20	13.47	13.74	14.02	14.30	14.58	14.88	15.17	15.48	15.79	16.10
3	14.86	15.16	15.47	15.78	16.10	16.42	16.75	17.08	17.43	17.77	18.13	18.49
4	15.35	15.66	15.98	16.30	16.63	16.96	17.30	17.64	18.00	18.36	18.72	19.10
5	17.72	18.08	18.45	18.82	19.19	19.58	19.97	20.37	20.77	21.19	21.61	22.05
6	18.11	18.48	18.85	19.23	19.62	20.01	20.41	20.82	21.23	21.66	22.09	22.53
7	16.74	17.08	17.43	17.78	18.14	18.50	18.87	19.25	19.63	20.02	20.42	20.83
8	13.24	13.51	13.79	14.06	14.35	14.63	14.92	15.22	15.53	15.84	16.15	16.48

*Category 6 – NH Licensed Trade Professionals will receive a 10% premium.

2016-2017 Support Staff Chart												
Step	1	2	3	4	5	6	7	8	9	10	11	12
Categories												
1	12.62	12.88	13.14	13.39	13.67	13.94	14.21	14.50	14.79	15.09	15.39	15.70
2	13.14	13.40	13.68	13.95	14.24	14.52	14.80	15.11	15.40	15.72	16.03	16.35
3	15.09	15.39	15.71	16.02	16.35	16.67	17.01	17.34	17.70	18.04	18.41	18.77
4	15.59	15.90	16.22	16.55	16.88	17.22	17.56	17.91	18.27	18.64	19.01	19.39
5	17.99	18.36	18.73	19.11	19.48	19.88	20.27	20.68	21.09	21.51	21.94	22.39
6	18.39	18.76	19.14	19.52	19.92	20.32	20.72	21.14	21.55	21.99	22.43	22.87
7	17.00	17.34	17.70	18.05	18.42	18.78	19.16	19.54	19.93	20.33	20.73	21.15
8	13.44	13.72	14.00	14.28	14.57	14.85	15.15	15.45	15.77	16.08	16.40	16.73

APPENDIX B: INSURANCE/BENEFITS

The Board agrees to provide Blue Cross/Blue Shield COMP 100 plan and the Matthew Thornton HMOs (options \$5 copay Rx 10/20/30; \$10 copay – RX 10/20/45 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 RX10/20/45 limited deductible. Eighty percent (80%) of the cost of the driver plan will be paid for single, two-person or family coverage for any of the plan options chosen for full time employees. Other plans may be offered in addition to these plans at the discretion of the District with employer contributions toward such plans based on the driver.

<u>Plan Option</u>	<u>Full time</u>	<u>35+ hrs/wk</u>	<u>30+ hours/wk</u>	<u>35+ hrs/wk Grandfathered 2014</u> hired and contracted at hours threshold & participating in the plan/opt-out before 7/1/15	<u>30+ hrs/wk Grandfathered 2007</u> hired and contracted at hours threshold & participating in the plan/opt-out before 7/1/07	<u>27.5+ hrs/wk Grandfathered 1996</u> hired and contracted at hours threshold & participating in the plan/opt-out before 7/1/96
Comp 100 RX 10/20/30	80% of driver of any coverage level	70% of single plan of driver	60% of single of driver	80% of single of driver	80% of single of driver	80% of driver any coverage level
MT \$5 RX 10/20/30	80% of driver of any coverage level	70% of single plan of driver	60% of single of driver	80% of single of driver	80% of single of driver	80% of driver any coverage level
MT \$10 LTD Deductible RX 10/20/45 (DRIVER)	80% of any coverage level (single, 2 person or family)	70% of single plan	60% of single plan	80% of single plan	80% of single plan	80% of any coverage level
Opt out	\$3000.00 year	\$2000.00 year	\$1000.00 year	\$4000.00 year	\$4000.00 year	\$4000.00 year

In addition, part-time employees will be eligible for medical insurance as outlined in the chart above and with the following parameters: Employees who are regularly scheduled to work at least 35 hours per week but less than 40 shall be eligible; the district's contribution shall be based on 70% of the

driver's single rate, regardless of which type of coverage is elected. Employees who are regularly scheduled to work at least 30 hours per week but less than 35 shall be eligible; the district's contribution shall be based on 60% the driver's single rate, regardless of which type of coverage is elected. Employees who were grandfathered under the terms of the agreement which began on July 1, 1996 shall remain "grandfathered" under those terms with full time benefits offered at 27.5 hours per week, but will still be subject to the same contribution rates as stated above for full time employees. In addition employees whose first day of work or re-employment was prior to July 1, 2007 and who were contracted to work at least 30 but less than 35 hours per week, or who whose first day of work or re-employment was prior to July 1, 2014 and were contracted to work at least 35 hours but less than 40, shall be "grandfathered" to receive the same payment as noted above for employees who work full time, except that the District's contribution shall be based on only the driver's single rate, regardless of which type of coverage is elected. Employees may select single, two-person, or family coverage and shall have the option to change plans annually by completing and submitting to Human Resources election and insurance application forms prior to the end of the open enrollment period.

Employees who decline medical coverage will be eligible to receive an opt-out payment **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. Employees will be eligible to receive opt out amounts of \$3,000 per year (\$250 per month) if regularly working full time; \$2,000 per year (\$166.67 per month) if working between at least 35 but less than 40 hours per week; and \$1,000 per year (\$83.34 per month) if working at least 30 but less than 35 hours per week. Employees who were eligible to participate in the opt out immediately prior to July 1, 2015, as outlined in above chart, will be grandfathered and will be eligible to receive \$4,000 per year (\$333.34 per month) **for each month coverage is declined**. To receive this payment,

evidence of alternative medical insurance must be provided to Human Resources. Insurance through the District can be resumed at open enrollment or on the first of any month following a qualifying event in accordance with plan documents, at which time the opt-out payments will cease.

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.

Notwithstanding the foregoing, any employee covered by this agreement that works an undefined or irregular schedule but averages 30 hours per week based on a look back period and is not otherwise entitled to health insurance may purchase or opt out of health insurance through the District. The cost will be dependent on hours worked as described above.

APPENDIX C
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 6th day of January, 2015 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 duration above specified, inclusive of the time spent in service of the district at institutes, seminars, et cetera, at the terms above. 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 is estimated to 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		
Total Compensation		

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: _____
Employee

By: _____
Supervisor
Superintendent of Schools

* Contracted hours will be paid in accordance with Article IX of the agreement.
Overtime hours will be paid as they are earned.

Position #

Employee #

APPENDIX D-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
4. Human Resources

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

TYPE OR PRINT

(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 on this form.)

Aggrieved Person _____ Date of Formal 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 ten (10) 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
 4. Human Resources

**APPENDIX D-3
GRIEVANCE ADJUSTMENT LEVEL B
DECISION OF SUPERINTENDENT**

TYPE OR PRINT

(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)

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 appeal the above decision to the School Board

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 D-1)
5. Human Resources

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

TYPE OR PRINT

(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 ten (10) days of any such meeting.)

Aggrieved _____ Date of Formal
Person _____ 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 D-1)
 5. Human Resources

**APPENDIX E-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 E-2
FIRST SOLICITATION OF SICK DAY 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 E-3
SECOND SOLICITATION OF SICK DAY 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: _____

APPENDIX F: SIDEBAR AGREEMENT-PAYROLL PAY PERIODS &SMOOTHING OF WAGES

An agreement has been reached between the FMRSD and FMESSA with regards to issuing payroll on a less than weekly basis for the 2015-2016 school year. It was initially decided that all hourly (non-exempt) wage earners would be paid from timesheets on a biweekly basis as noted in Article 9.7 on page 14 to be in compliance with labor law. Since ratification of this agreement in January of 2015, the NH Legislature has approved HOUSE BILL **347: AN ACT** relative to payment of wages of certain hourly school district employees. The law allows for equal payroll installments, a method we refer to as smoothing which means we take total projected gross wages from the contracts and divide by a number of pays chosen by the employee – currently 20 or 24. The new law which has been ratified by the House and Senate, currently awaiting Governor’s approval is stated as follows:

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Fifteen

AN ACT relative to payment of wages of certain hourly school district employees.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 New Paragraph; Payment of Wages; Hourly School District Employees. Amend RSA 275:43 by inserting after paragraph IV the following new paragraph:

IV-a. The commissioner may permit payment of wages less frequently than weekly where a school district collective bargaining agreement for hourly employees provides an option to be paid in 21 equal school year installments, or 26 equal calendar year installments.

2 Effective Date. This act shall take effect 60 days after its passage.

For the 2015-2016 school year, there will be no changes to payroll, it will be semi-monthly and paid in equal installments with allowance for deferred summer wages.

For the 2016-2017 school year, we will be paying bi-weekly in equal installments with overtime wages to be paid as earned and adjustments made as noticed. School year employees will be paid in 21 installments and full year employees will be paid in 26 installments. The new law does not allow for deferred wages paid over the summer.

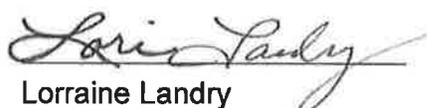
IN WITNESS WHEREOF, the parties have executed this Agreement this 18th day of
May 2015, as of the date and year first written above.

FALL MOUNTAIN REGIONAL
DISTRICT SCHOOL BOARD


Mary Henry, Chairman

FALL MOUNTAIN EDUCATIONAL
SUPPORT STAFF ASSOCIATION


Peggy Blaine, President


Lorraine Landry
Superintendent of Schools


Melissa Warren, Vice President