

CONTRACT

Between the

FREMONT SCHOOL DISTRICT

and the

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

July 1, 2012 – June 30, 2014

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**ARTICLE I
AGREEMENT**

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

**ARTICLE II
RECOGNITION**

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

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

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

**ARTICLE IV
DISCIPLINARY ACTION**

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

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

ARTICLE V EVALUATIONS

- 5.1 Formal evaluations may be conducted at the end of the probationary period and annually thereafter. Any formal evaluation of a para-educator or a secretary/receptionist shall be conducted by the Principal and/or Special Education Coordinator/Director, as appropriate, with input from the assigned teacher if applicable. Formal evaluation of custodians shall be conducted by the Director of Maintenance. An employee shall be given a copy of any formal evaluation report prepared by his/her evaluator before any conference held to discuss it. Thereafter, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.
- 5.2 The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall be made a permanent part of said file. Reproduction of such material may be made by hand or copying machine at the employee's expense.
- 5.3 Any employee who feels that he has received an unfair evaluation shall have the right to have it reviewed by the Superintendent.

ARTICLE VI GRIEVANCE PROCEDURE

- 6.1 A grievance is defined as an alleged violation of a specific provision of this Agreement.
- 6.2 A grievance must be filed within ten (10) days of its occurrence or when the employee by reasonable diligence should have known of its occurrence. Grievances shall be processed in the following manner. The employee shall use Appendix A for this purpose.

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

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

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

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

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

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

Step 4: If the decision of the Superintendent does not resolve the grievance the Federation shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Federation notifies the Superintendent and School Board of such request within ten (10) working days of receipt by the Federation of the Superintendent's decision. The following procedure shall be used to secure the services of an arbitrator.

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Superintendent, the American Arbitration Association will be notified by the Federation and requested to designate an Arbitrator under its rules.
- b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall be bound by and must comply with all of the terms of this Contract. He shall have no power to add to, delete from, or modify in any way any of the

provisions of this contract. The arbitrator may award a “make whole recommendation”, but may apply no penalty payments.

- c. The Superintendent, the aggrieved, and the Federation shall receive copies of the arbitrator’s report. This shall be accomplished within thirty (30) days of the completion of the arbitrator’s hearing.
- d. The decision of the arbitrator shall be final and binding on the parties.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Federation. Any other expenses shall be paid by the party incurring same.

6.3 Failure by the District or its agents to communicate the decisions on a grievance within the time limits specified herein shall permit the grievant to proceed to the next step. Failure of the grievant or the Federation in any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered acceptance of the decision rendered.

6.4 Time periods specified in this procedure may be extended by mutual written agreements.

6.5 All days in this procedure shall be considered as work days.

6.6 Grievances involving termination shall be initiated at the Superintendent level.

ARTICLE VII STATE CERTIFICATION

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

**ARTICLE VIII
PROBATIONARY PERIOD**

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

**ARTICLE IX
VACANCIES AND ASSIGNMENTS**

- 9.1 Notices of bargaining unit vacancies shall be posted on the official bulletin board in each school. Such notices shall be posted for a period of at least five (5) workdays.
- 9.2 The posting shall contain a description of the position, labor grade, pay range, name of the school, name of the person to whom the application is to be returned and the date by which the application is to be returned.
- 9.3 By September 30th of each year, the Board shall notify the President/Chairperson of the Federation, in writing, of the names, addresses, rate of pay and position of each bargaining unit member.
- 9.4 The Board reserves the right to fill vacant positions with applicants from outside of the bargaining unit. When there is more than one applicant the Board may fill the vacancy with the more qualified applicant as judged by the Board. When two or more applicants are judged to be equally qualified, applicants who are members of the bargaining unit shall be given preference. When two or more applicants who are members of the bargaining unit are judged to be equally qualified, the employee with the greatest seniority shall be given preference.
- 9.5 In the filling of vacancies, the determination of qualifications shall not be subject to the grievance procedure. The only matter that may be grieved will be the determination of seniority. Seniority is defined as uninterrupted service in a bargaining unit position.

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

ARTICLE X HOURS OF WORK AND OVERTIME

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

- 10.7 An employee may be assigned up to two (2) duties per day, not to exceed thirty (30) minutes per day.
- 10.8 The work day for para-educators shall be a consecutive 6.5 hours.

**ARTICLE XI
REDUCTION IN FORCE**

- 11.1 The bargaining unit shall consist of five classifications: custodians, para-educators, aides, secretaries/receptionists, and food service. The School Board shall have the right to determine the number of employees in each classification.
- 11.2 In the event that the School Board determines that it will be necessary to reduce force in one or more classifications, it shall notify the Federation.
- 11.3 The School Board initially will attempt to determine the number of possible resignations and retirements in the affected classification(s) in a good faith effort to avoid potentially unnecessary layoffs. If layoffs are necessary, the Board shall layoff employees based on the best interests of the District, taking into account qualifications, performance and seniority.
- 11.4 An employee who is laid off shall have recall rights to a vacant position in the classification from which he/she was laid off, provided the Board judges the employee to be highly qualified for that position. In the event that more than one laid off employee holds such recall rights to a vacant position, employees shall be recalled in the inverse order that they were laid off. Laid off employees with such recall rights to a vacant position shall be offered recall before a new employee is hired for that position. Employees shall retain recall rights for a period of fifteen (15) months from the date first laid off. An employee who declines an offer of recall from layoff shall lose his/her recall rights.

**ARTICLE XII
HOLIDAYS**

12.1 HOLIDAYS

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

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

Academic year employees shall receive the following paid holidays:

New Year's Day
Thanksgiving Day

Christmas Day
Labor Day
Memorial Day
Veteran's Day
Martin Luther King Day/Civil Rights Day

Employees who work more than the academic year but less than the calendar year whose employment began on or before June 30, 2005 shall be grandfathered to receive the same holidays as calendar year employees. Employees who work more than the academic year but less than the calendar year whose employment began on or after July 1, 2005 shall receive the following seven (7) paid holidays: Labor Day, New Year's Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Memorial Day.

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

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

ARTICLE XIII VACATIONS

- 13.1 Full time calendar year employees shall accrue vacation leave in accordance with the following schedule:
- a. Start, through completion of five years of service - ten (10) days per year.
 - b. Beginning in the sixth year of employment, one additional day of vacation will be earned each year up to a maximum of twenty (20) days per year.

Full-time employees who work more than the academic year but less than the calendar year whose employment began on or before June 30, 2005 shall be grandfathered to accrue the same vacation leave as full-time calendar year employees. Full-time employees who work more than the academic year but less than the calendar year whose employment began on or after July 1, 2005 shall accrue vacation leave in accordance with the following schedule:

- a. Start through completion of five years of service – nine (9) days per year.
- b. Beginning in the sixth year of employment, one additional day of vacation will be earned each year up to a maximum of eighteen (18) days per year.

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

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

- 13.2 Requests for vacation leave shall be made in advance and granted when such time off least interferes with the efficient operation of the school, however, in no instance shall time off be granted during the first two weeks of any school year.
- 13.3 Upon separation of employment for any reason, any unused vacation time shall be paid to the employee or his/her estate.
- 13.4 In the event there is a conflict for the scheduling of vacation time between employees, the employee with the longer continuous service with the District shall have preference.

ARTICLE XIV LEAVES OF ABSENCE

14.1 SICK LEAVE:

All calendar year employees shall be entitled to 12 days of sick leave per year with a maximum accrual of sixty (60) days.

All academic year employees shall be entitled to 10 days of sick leave per year, with a maximum accrual of thirty (30) days.

All employees who work more than the academic year but less than the calendar year whose employment began on or before June 30, 2005 shall be grandfathered to receive the same sick leave as calendar year employees. All employees who work more than the academic year but less than the calendar year whose employment began on or after July 1, 2005 shall be entitled to 11 days of sick leave per year with a maximum accrual of thirty (30) days.

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

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

Sick leave shall be used for actual sickness or disability of the employee only. Up to three (3) days per year of accrued sick leave may be used for the illness of a child or spouse who requires the employee's care, with additional days granted at the discretion of the Superintendent.

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

14.1.1 SICK BANK

A bank of sick days was established on September 1, 2010. Any employee who did not previously contribute to the bank or any newly hired employee will be given the opportunity to donate two (2) sick days to the sick bank at the completion of their probationary period. In order to receive sick days from the bank, an employee must have contributed the two (2) days and additional days requested for replenishment of the sick bank if they had them available. An employee may be granted up to a maximum of thirty (30) days from the sick bank in any one year (September 1 – August 31).

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

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

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

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

14.2 PERSONAL LEAVE:

Each full-time employee is entitled to three (3) days of personal leave of absence annually. All other employees are entitled to one day of personal leave of absence annually.

Except in emergency situations, application for such leave shall be made to the Superintendent or designee 48 hours in advance. Personal leave may only be used for such matters as home emergencies, religious holidays, court appearance or other pressing personal business, which cannot be conducted outside the school day. With the approval of the Superintendent, personal leave may be used for professional development opportunities during the school day. Personal leave may not be carried over to the next year and upon separation of employment for any reason, unused personal leave will not be paid.

14.3 BEREAVEMENT LEAVE:

In the event of the death of an employee's spouse or child, the employee on request, shall be excused with pay for any of five (5) working days between the date of death and the date of the funeral/internment; and up to two days for the death of any other member of the employee's immediate family. For purposes of this article, immediate family is defined as the employee's father, mother, step-parent, sister, brother, grandparent, grandchild and the same relatives of the employee's spouse.

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

14.5 JURY DUTY:

If an employee is called as a juror he/she shall be paid the difference between the fee received for such service and his/her daily rate of pay. In order to receive payment an employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims payment. The provisions of this section are not applicable to an employee, who, without being summoned, volunteers for jury duty.

14.6 CHILD BEARING AND CHILD REARING LEAVE

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

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

14.7 DISCRETIONARY LEAVE

Unpaid leave of absence may be granted for reasons other than those stated above at the sole discretion of the Superintendent. The decision of the Superintendent shall not be subject to the provisions of the grievance procedure. If administration requests an employee to attend a seminar or workshop during school hours, the employee will be paid for the time and will not be required to use a sick or personal day.

ARTICLE XV PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- 15.1 Employees will be eligible to apply for reimbursement for course, workshops or seminars that will enhance their knowledge and skills for their current positions. Requests for reimbursement shall be made in advance of the commencement of a class, workshop or seminar to the appropriate administrator. Reimbursements shall be paid upon submission of evidence of completion of the class, workshop or seminar. Approval may not be unreasonably denied. The District shall not be required to expend more than the sum of \$ \$3000 to finance this reimbursement program for the entire bargaining unit during each school year. These funds shall not be utilized for an employee to obtain initial certification. Probationary employees shall not be entitled to utilize these funds. Each employee shall be eligible for a maximum reimbursement each year of \$200 which shall be distributed on a first come first served basis. In the event that professional development funds have not been exhausted as of June 1, employees may submit requests for additional reimbursement and the excess funds shall be distributed on a prorata basis to all employees who have submitted requests as of June 15th.

ARTICLE XVI INSURANCE

16.1 Health Insurance:

Employees who are contracted to work at least 239 days per year and at least 7 hours per day will be eligible for health insurance under the District's plan. The District shall pay 85% of the single coverage and the employee may elect two person or family coverage at his/her net expense. Employees who are not otherwise eligible may purchase health insurance at their own expense.

Any eligible employee who notifies the District in writing no less than 30 days before the commencement of the school year that he/she wishes to waive his/her applicable health insurance coverage, provides written proof of health insurance coverage under another plan, and in fact does not participate in any of the health insurance plans available to him/her under this Agreement during a particular school year, will receive a payment of \$700, payable in two equal installments to be included in the employee's regular paycheck for the first pay periods in the month of November and May.

16.2 Dental Insurance

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

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

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

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

16.3 The Federation agrees that, upon reasonable notice to the Federation, the Board may reopen negotiations regarding health insurance and funding of health insurance in the event that the Board determines that the provisions of the Affordable Health Care Act which are scheduled to become effective on January 1, 2014 will have a significant financial impact on the District or if any provision of this Agreement shall be inconsistent with the provisions of said Act. The parties agree to meet at mutually agreeable times.

**ARTICLE XVII
WAGES**

17.1 All staff shall be paid in accordance with the wage schedules in Appendix C.

Any employee who has been on the top step of the wage schedule for more than one year shall receive annual experience pay of \$750. Said payment shall be paid in equal installments throughout the year but is not cumulative. For the duration of this Agreement, only employees receiving experience pay in the 2011-12 school year will continue to do so.

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

[The step placements for employees as of July 1, 2012 shall be as set forth on the employee list that is attached to the tentative agreement.]

17.2 Newly hired employees shall be placed on the salary schedule at the sole discretion of the Superintendent, which discretion shall not be exercised in an arbitrary or capricious manner. No newly hired employee shall be placed on the salary schedule at a step that is higher than a current employee with equivalent experience.

- 17.3 Employees whose performance in the prior year has been adjudged satisfactory and in the prior year have worked one-half of the work days for their positions shall advance one step on the salary schedule effective July 1st of the new contract year, except that Employees shall remain on their 2011-12 step and shall not advance on the schedule for the duration of this Agreement.
- 17.4 Failure of an Administrator to complete an evaluation in a timely basis will not delay the granting of a step.
- 17.5 An employee's increment may be withheld for unsatisfactory performance. The employee shall be notified on his/her performance appraisal, that his/her increment is being withheld. Denial of an employee's increment shall not be done in an arbitrary or capricious manner.
- 17.6 Bargaining unit members may elect 22 or 26 equal pay installments.

ARTICLE XVIII FEDERATION RIGHTS

- 18.1 The Federation will have the right to use school buildings, without cost, immediately before and after school for meetings provided there is no interruption to regular school activities. Requests for the use of buildings will be made to the principal in advance.
- 18.2 So long as time permits, the Federation will upon request be given an opportunity to present brief reports and announcements at the conclusion of employee meetings.
- 18.3 The Federation will have the right to post notices of its activities and matters of employee concern in employees' rooms and shall continue to have the use of the employee mailbox system.
- 18.4 The Federation may, with the permission from the Building Principal, use school equipment normally used by employees for Federation activities. However, expendable material will be at the expense of the Federation.
- 18.5 The Board shall provide space on bulletin boards for the posting of notices of the Board addressed to the employees and notices of the Federation addressed to the members. The Board shall locate its bulletin boards at convenient places within each school. No Federation notice shall be posted in or around the Board's property except on such boards and no notice shall be posted until it has been signed by the appropriate Federation Representative.
- 18.6 The Federation agrees to produce this Agreement in booklet form and to provide copies of it to all bargaining unit members. The Federation agrees to provide an additional twenty (20) copies of this Agreement to the District, and it shall be the responsibility of the District to distribute copies to new hires.

- 18.7 The Federation President or designee may be granted time off with pay of the purpose of attending union business meetings, conferences or attending training sessions. The total number of days used for this purpose shall not exceed two (2) days. These days shall be used in half-day increments. Notice shall be provided to the Principal at least five (5) school days in advance of such absence.

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

- 19.1 The School Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district, including but not limited to the right to subcontract work normally performed by members of the bargaining unit.

**ARTICLE XX
STRIKES AND LOCKOUTS PROHIBITED**

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

**ARTICLE XXI
SEPARABILITY**

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

**ARTICLE XXII
DURATION**

22.1 This agreement shall be in full force and effect July 1, 2012 through June 30, 2014.

IN WITNESS WHEREOF, the parties have executed this agreement on the 11 day of may, 2012.

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

Signed:

Sara-Jayne Dolan
President, Ellis School Support Staff

FOR THE FREMONT SCHOOL BOARD

Signed:

John L. Keane
Chairman, Fremont School Board

APPENDIX A

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

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

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

Check here if this is a class action grievance

Name of aggrieved employee(s) if applicable: _____

Job title(s): _____ Assignment: _____

Work location: _____ Work phone: _____

Nature of grievance (describe incident or problem): _____

Contract article(s) violated: _____

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

Remedy asked: _____

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

Reply to Grievance- Step _____

Union Representative or Grievant Signature

Original goes to administration

Copy to Grievant and President

Retain copy for files

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

APPENDIX B
FREMONT SCHOOL DISTRICT
INTENT TO EMPLOY NOTICE

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

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

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

GENERAL CONDITIONS:

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

YOUR INTENT:

Please check the appropriate line regarding this offer:

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

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

School Board _____ Employee _____

EMPLOYMENT INCLUDES:

Special Conditions: _____

Benefits:

Health Insurance _____

Dental Insurance _____

Retirement _____

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

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

APPENDIX C
WAGE SCHEDULES
2012-2014

Para-educators and Aides

STEP	PARA CERT	TCHR CERT
1	\$10.91	\$13.09
2	\$11.24	\$13.49
3	\$11.58	\$13.89
4	\$11.92	\$14.31
5	\$12.28	\$14.74
6	\$12.65	\$15.18
7	\$13.03	\$15.63
8	\$13.43	\$16.10
9	\$13.83	\$16.70
10	\$14.25	\$17.05
11	\$14.68	\$17.60
12	\$15.12	\$18.13
13	\$15.57	\$18.67
14	\$16.04	\$19.58
15	\$16.52	\$19.81

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

Secretaries

STEP	
1	\$11.65
2	\$12.00
3	\$12.36
4	\$12.73
5	\$13.12
6	\$13.51
7	\$13.91
8	\$14.33
9	\$14.76
10	\$15.20
11	\$15.66
12	\$16.13
13	\$16.61
14	\$17.11
15	\$17.63

APPENDIX C (continued)
WAGE SCHEDULES
2012-2014

CUSTODIANS

STEP	
1	\$12.18
2	\$12.55
3	\$12.92
4	\$13.31
5	\$13.72
6	\$14.12
7	\$14.55
8	\$14.98
9	\$15.36
10	\$15.81
11	\$16.29
12	\$16.79
13	\$17.29
14	\$17.81
15	\$18.34

APPENDIX D
DUES DEDUCTION FORM

TO FREMONT SCHOOL BOARD:

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

EMPLOYEES NAME
(PLEASE PRINT)

EMPLOYEE'S SIGNATURE

SCHOOL

EMPLOYEE'S ADDRESS

DEPARTMENT/POSITION

Home Email

Home Phone Number

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

SIDEBAR A

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

Food Service Salary Schedules

Step

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