AGREEMENT

BETWEEN THE

GOFFSTOWN SCHOOL BOARD

AND

THE GOFFSTOWN EDUCATIONAL

SUPPORT STAFF,

NEA - NEW HAMPSHIRE

ON BEHALF OF

CERTAIN EMPLOYEES

OF THE

GOFFSTOWN SCHOOL DISTRICT

FOR THE PERIOD

JULY 1, 2014

THROUGH

JUNE 30, 2017

TABLE OF CONTENTS

Article **Page**

I. Recognition 3

II. Probationary Employees 3

III. Negotiations Procedure 3

IV. Management Clause 4

V. Interference with School District Operations and Lockouts Prohibited 4

VI. Union Rights 4

VII. Dues Deduction 5

VIII. Employee Rights 6

IX. Classification of Employees, Definition of Seniority and Notification of Employment 7

X. Working Conditions 9

XI. Notice of Vacancies 10

XII. Layoff 11

XIII. Paid and Unpaid Leaves 12

XIV. Holidays 14

XV. Vacations 14

XVI. Professional Improvement and Training 15

XVII. Insurance 16

XVIII. Compensation 18

XIX. Expenditure of Public Funds 19

XX. Grievance Procedure 19

XXI. Separability 21

XXII. Effect of Agreement 21

XXIII. Duration 22

Appendix A Salary Schedule 23

Appendix B Notification of Employment 25

Appendix C NH State Board of Education Policy Statement – Administration of Prescribed Oral Medication 26

The Goffstown School Board (hereinafter referred to as the "Employer") and the Goffstown Educational Support Staff, NEA New Hampshire (hereinafter referred to as the "Union") hereby agree as follows:

ARTICLE I

RECOGNITION

Section A. The Employer hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all regular full-time and regular part-time employees of the Goffstown School District in the following job classifications: Secretaries, Food Service Personnel, Custodians and Paraprofessionals, Emergency Medical Technicians (EMT). Excluded from recognition or coverage under this Agreement are the Director of Food Services, Head of Custodians, and all employees excluded pursuant to the provisions of New Hampshire RSA 273-A:1(IX) and all other employees of the Goffstown School District. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those employees in the job classifications set forth in the first sentence of this Article. This Article shall not prejudice either party's position in petitioning for modification of the bargaining unit before the New Hampshire Public Employee Labor Relations Board.

Section B. The parties shall share equally the cost of printing this Agreement. The Employer shall provide to each employee a copy of the Agreement.

ARTICLE II

PROBATIONARY EMPLOYEES

All newly hired or newly appointed employees must serve a probationary period of seventy-five (75) days of actual work from commencement of employment. The parties agree that such probationary employees shall be covered by those provisions of this Agreement where applicable, except those provisions dealing with discipline and/or discharge set forth in Article VIII, EMPLOYEE RIGHTS, Sections B, and C.

ARTICLE III

NEGOTIATIONS PROCEDURE

Negotiations shall be conducted pursuant to New Hampshire RSA 273-A as from time to time amended. The parties shall meet and exchange proposals no later than September 15th. The provisions of this Article shall not be subject to the Grievance Procedure set forth herein but shall be enforceable under RSA 273-A.

ARTICLE IV

MANAGEMENT CLAUSE

Except as limited or abridged by this Agreement, the management of the Goffstown School District in all its phases and details shall remain vested exclusively in the Employer and its designated agents in accordance with applicable laws. The Employer and its agents shall have jurisdiction over all matters concerning the management of the Goffstown School District, including, but not limited to the functions, programs and methods of the Employer, including the use of technology, the Employer's organizational structure and the selection, direction and number of personnel and the general control of all of the operations of the Goffstown School District in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A and any other provision(s) of the Revised Statutes Annotated or other laws. It is specifically agreed that this Article and the exercise of any management rights shall not be subject to any grievances and/or arbitration proceeding as hereinafter set forth,

ARTICLE V

INTERFERENCE WITH SCHOOL DISTRICT OPERATIONS AND LOCKOUTS PROHIBITED

Section A. Under no circumstances will the Union cause, encourage or participate in any strike, any other form of job action, withholding of services or curtailment of work or any restriction that interferes with the operations of the Goffstown School District during the term of this Agreement. The Employer will not lock out any employees during the term of this Agreement.

Section B. The Union agrees that if it becomes aware that any bargaining unit members are engaged in any activity prohibited by Section A., it will promptly investigate and, if substantiated, it shall take all reasonable means to induce such employees to terminate such activity forthwith.

ARTICLE VI

UNION RIGHTS

Section A. The Employer agrees to provide one (1) bulletin board in each school building, which will be placed at a location approved in advance by the building Principal which is not ordinarily open to public or student view, for the posting of Union notices addressed to members of the bargaining unit. Subject to the above, the Union may purchase other bulletin boards to be placed in employee work areas, provided the number, size and location of any such additional bulletin boards shall be subject to the advance approval of the building Principal. Copies of all such notices will be given to the building Principal but his/her advance approval will not

be required. The Union will exercise discretion with respect to the contents and number of such notices.

Section B. The Employer agrees to provide a mailbox in each school building for Union notices and material for bargaining unit members

Section C. The Union will have the right to use buildings without cost at reasonable times. The Principal of the building in question, or the Principal's designee, will be given advance notice in writing of the time and place of all such meetings and said Principal or Principal's designee shall have the right to approve the reasonableness of any such request, provided all of the following criteria are met: (1) the meetings occur during non-school hours; (2) the Union will be required to pay for any additional custodial costs; and (3) the meetings do not interfere with other planned activities. The Principal's response to the Union's request shall be in writing.

Section D. The Employer agrees that the Union shall be entitled to a total of four (4) employee work days of paid Union leave per year for Union business.

ARTICLE VII

DUES DEDUCTION

The Employer agrees to deduct dues for the Goffstown Educational Support Staff, NEA-New Hampshire, from the wages of bargaining unit employees if said employees individually and voluntarily authorize such deductions in writing to the Employer. Deductions shall be made on a biweekly basis during the school year and sent monthly to the Treasurer of the Union. The Union will keep the Employer informed of the correct name and address of said Treasurer and will certify to the Employer in writing the current rate of its dues.

If an employee has voluntarily authorized the deduction of dues but has no check coming or if that employee's check is not large enough to satisfy the dues, then no deduction will be made for that pay period, provided, however, that there shall be an adjustment for any dues owing for that work year in January and June.

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date shall continue his/her membership in the Union during the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing, notifying both the Union and the Employer, withdraw his/her membership from the Union within ten (10) calendar days of each yearly anniversary date of the Master Agreement thereafter.

Should there be a dispute between an employee and the Union, or the employee and the Employer, over the matter of deductions, the Union agrees to defend, indemnify and hold the Goffstown School District, the Goffstown School Board and all of its agents harmless in any such dispute.

ARTICLE VIII

EMPLOYEE RIGHTS

Section A. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under any applicable law or regulation, including, but not limited to, the right to organize, join and support the Association for the purpose of engaging in collective negotiations, or refrain therefrom, or the processing of grievances and other rights under RSA 273-A.

The enforcement of the rights set forth in this Section A. shall not be subject to the Grievance Procedure Article in this Agreement. However, the Employer recognizes the right of the employee and/or the Union, on behalf of the bargaining unit, to enforce these rights through the appropriate legal forum as determined by applicable law.

Section B. Normally, disciplinary action will be handled in the following order:

(a) Verbal warning
(b) Written warning
(c) Suspension
(d) Discharge

Discipline shall be reasonably related to the nature of any proven offense. The Employer may determine advanced disciplinary action to be immediately necessary with just cause.

Section C. A bargaining unit member shall have the right to request and shall be entitled to have another bargaining unit member present with that member at a meeting expected to result in disciplinary action. The Employer shall advise the bargaining unit member if disciplinary action is likely to occur.

Section D. An employee shall have the right to review the contents of his/her personnel file in the presence of an administrator or the administrator's designee upon reasonable notice in advance and within a reasonable amount of time. The employee may have a representative of the Union accompany him/her in such review. Employees covered by the agreement shall be given a copy of any written report, letter, memorandum, evaluation or written complaint relating to the employee's job performance, which is placed in the employee's personnel file. No anonymous complaints shall be placed in the employee's file. The employee may comment or rebut the contents of any material in his/her personnel file. Said comments shall be attached thereto and placed in the employee's file. There shall be no obligation on the part of the Employer to respond to the employee's comments and if no response is made, it shall not be deemed or construed to be an acceptance of or agreement with the employee's comments, provided, however, the employer will acknowledge receipt of the employee's comments in writing by signing and dating a copy

provided by the employee. The employee shall sign a statement attesting only that the employee has been given any such report referred to above. The employee's signature shall not be interpreted to mean agreement with the contents of the report. If the employee refuses to sign such statement, that refusal shall be noted on the statement. Any such report and the statement relating to the refusal shall be placed in the employee's file.

Section E. The Board evaluation procedure will be utilized to assess employee work performance. The Employer will provide orientation for all staff involved in the evaluation of the bargaining members.

All monitoring and observation of employee performance shall be conducted openly and with full knowledge of the employee. If, in the opinion of the Employer, a serious deficiency in work performance exists that could result in termination of employment, the Employer shall clearly state in writing the specific deficiencies, specific suggestions for correction and will give the employee a specific amount of time to correct said deficiencies.

ARTICLE IX

CLASSIFICATION OF EMPLOYEES, DEFINITION OF SENIORITY AND NOTIFICATION OF EMPLOYMENT

Section A. Members of the bargaining unit shall be classified in one of the following four (4) categories:

1. Full-time Calendar Year (FTCY) are those employees who are employed to work fifty-two (52) weeks a year and whose normal work week is thirty (30) hours or more.

2. Part-time Calendar Year (PTCY) are those employees who are employed to work fifty-two (52) weeks a year and whose normal work week is less than thirty (30) hours.

3. Full-time School Year (FTSY) are those employees who are employed to work less than fifty-two (52) weeks a year and whose normal work week is thirty (30) hours or more.

4. Part-time School Year (PTSY) are those employees who are employed to work less than fifty-two (52) weeks a year and whose normal work week is less than thirty (30) hours.

Section B. For the purposes of seniority, bargaining unit employees shall be grouped into one of the following classifications:

1. EMT
2. Custodian I/Maintenance
3. Custodian II

4. Administrative Assistant
5. Principal's Administrative Assistant
6. Paraprofessional
7. Head Cook
8. Assistant Cook
9. Assistant

Seniority shall be defined as the total length of employment within one of the above classifications, beginning on the first day of work. Any paid leaves shall count as time employed. Time on unpaid leave shall not count for the accrual of seniority. Employees shall lose all accrued seniority upon transfer to a non-bargaining unit position, or transfer to another classification within the bargaining unit. All accrued seniority shall be lost upon termination of employment, unless such termination is caused by a layoff pursuant to Article XII, LAYOFF, of this Agreement. If a laid off employee is re-employed within eighteen (18) months after any such layoff, seniority previously earned shall be credited to that employee.

Part-time school year and part-time calendar year employees working fewer than twenty (20) hours per week shall not earn seniority.

If a bargaining unit member transfers from one classification to another while employed as a bargaining unit member, previously earned benefits, if any, such as sick leave, shall be transferred to the new classifications.

Section C. The annual Notification of Employment for bargaining unit members is set forth in Appendix B and shall be in agreement with the terms reached in this section of the Agreement. Said Notification shall specify the number of hours worked per day, the position assigned, the number of employment days (including holidays) and the hourly wage for the coming year. Total contracted days set forth is meant to be the maximum number of days available for each individual employee to work in a contract year. The Parties specifically agree that a bargaining unit member's annual Notification of Employment is subject to the LAYOFF provisions contained in Article XII and is subject to the availability of necessary funds and/or the continuation of the need for the services of the position, provided, however, that if necessary funds are not available and/or there is no need for continuing the services of the position, the employee shall receive thirty (30) calendar days prior notice of same, except when unforeseen circumstances prevent such notice.

All employees paid through non-federal funds shall receive a Notification of Employment on or before June 1st and for those employees who are paid from federal funds, the Employer shall provide a Notification of Employment upon receipt of the necessary funding.

Paraprofessionals/EMT will have their Notification of Employment read one hundred eighty one (181) days plus entitled holidays – they will be in session on orientation day before the start of the school year.

ARTICLE X

WORKING CONDITIONS

Section A. The Employer recognizes its obligations to provide safe working conditions for all of the employees covered by this Agreement. When an event is scheduled to extend beyond the normal day for an evening custodian, every attempt will be made to have two (2) employees available during that period of time.

Section B. Employees who are scheduled to work four (4) or more hours per day shall receive one (1) paid twenty-minute break per day.

Section C. Any pupil who is required during the school day to take medication prescribed by a licensed physician, shall be assisted by the school nurse or another member of the school staff so designated by the building principal, in accordance with New Hampshire State Board of Education Policy Statement 541:A, Administration of Prescribed Oral Medications (Appendix C to this Agreement). Every reasonable effort shall be made to provide a nurse substitute when the regular school nurse is absent from school for the entire day.

EMT may serve as a substitute for the nurse on a short-term basis. Such short-term substitution shall not exceed one (1) month except under extraordinary circumstances.

Section D. If the Employer requires uniforms, the Employer shall provide same at no cost to the employee.

Employees are expected to wear attire that is appropriate in relation to their position when school is in session.

The employer shall provide a $100.00 annual reimbursement per custodian and/or maintenance employee toward the purchase of safety shoes that meet detailed specifications mutually agreed to by both parties. The employer will contract with at least one (1) local vender, if available, to provide direct billing of the cost for safety shoes. Custodial and/or maintenance employees that choose to access this allotment must wear such safety shoes at all times while engaged in employment related activities.

Section E. When the Employer shortens the school day due to inclement weather or other emergencies, employees shall follow the scenarios below:

Late Arrivals: Scheduled into the school calendar, these days provide an opportunity for professional development for staff. Support staff are expected to come into school at their regularly scheduled time. If they choose not to participate, they need to notify their supervisor, and they will be paid for only hours actually worked.

Delayed Openings/Early Closures (Anticipated): Although not always scheduled into the school calendar, employees will be notified of these delays in advance should they

occur. Schools are delayed for students only; staff members are expected to come into school at their regularly scheduled time, and will be paid for hours actually worked. These days are rare, but may occur in emergency situations.

Delayed Openings/Early Closures (Unanticipated): Typically used as a result of a snow storm, staff members are expected to arrive at work when they can, understanding that travel may be difficult and/or dangerous. We ask all staff to arrive at work when they can safely do so, and they will be paid for the full day provided they arrive on or before the time of the delayed opening, otherwise employees will be paid for hours actually worked.

Section F. The Employee assigned to work in a position receiving a higher rate of pay for more than three (3) days during that Employee's work year shall receive the higher rate of pay for that position beginning on the fourth (4) work day and any subsequent day worked in that higher paying position. The higher pay shall be on the same step of the wage scale. For example, if the assigned employee is on three (3) years, then he/she shall be paid as a three (3) year employee on the higher wage scale. Notwithstanding the above, Paraprofessionals who substitute for a teacher or information specialist and the EMT who substitutes for a nurse will be paid $30.00 per day above their regular rate for each full day of such substitution or at half this rate for each half day of such substitution.

Section G. The length of the workday for Paraprofessionals will be at least equal to the length of the student day, not to exceed seven (7) hours. Exceptions to this are students requiring services based on their IEP and any part-time Paraprofessionals hired by the District.

ARTICLE XI

NOTICE OF VACANCIES

Section A. The Employer shall post notices of all vacancies of bargaining unit positions for at least five (5) workdays prior to filing the vacant position. The Employer agrees to consider all employees who apply in writing for the position, provided such employees meet the posted qualifications. Notwithstanding the foregoing and subject to the language of this article, the parties agree that the Employer retains the right to fill the open position with someone from outside the bargaining unit.

Section B. A vacancy is defined as a newly created position or a present position which the Employer determines should be filled.

Section C. All vacancies shall be dated and posted in a consistent and conspicuous place in each building of the district. Said posting shall contain the following information:

1. Classification of work
2. Initial assignment location
3. Starting date
4. Range of pay
5. Number of hours to be worked
6. General requirements of the job, including qualifications
7. Shift

Interested employees may apply to the Superintendent or designee within 5 workdays of the initial posting.

Section D. Vacancies will be filled by the most qualified applicant. In the event there is no substantial difference in the qualifications and abilities of the applicants, the most senior applicant from within the district shall be offered the position.

Section E. Employees who transfer from one position within the District to another position in the District within the same job classification will retain the pay step level.

ARTICLE XII

LAYOFF

Section A. The Union agrees that the Employer has the right to determine if there should be a layoff due to lack of funds and/or lack of work. In the event of any such layoff, the Employer will consider qualifications, performance and service in determining who is to be laid off and, in the event qualifications and performance are substantially equal, the least senior employee within the affected job classification will be the first to be laid off.

Section B. Laid off employees shall be recalled in reverse order of layoff to any open positions within their classification provided they are qualified for such work. Notices of recall shall be sent certified to the last known address as shown on the employer's record. It shall be the employee's responsibility to keep the employer informed of his/her current address. The employee shall have fourteen (14) calendar days to respond to the notice of recall. An employee who declines recall to perform work for which he/she is qualified shall forfeit all rights under this Article, provided however, former full time employees who are offered part-time work may decline without loss of their recall rights. Also, a former part-time employee may refuse an offer of full-time employment without loss of recall rights.

Section C. Employees shall be eligible for recall up to eighteen (18) months following their last date of employment. Recalled employees shall retain their previously accrued benefits such as sick leave and seniority.

ARTICLE XIII

PAID AND UNPAID LEAVES

Section A: Sick Leave
Bargaining unit members shall be notified in writing of the number of their accumulated sick leave days on or before the first payday of the school year.

Bargaining unit employees shall earn sick leave as follows:

1. Full-time Calendar Year: 1.25 days at the end of each month worked up to a maximum of fifteen (15) days per year. Unused sick leave shall accumulate to a maximum of ninety (90) days.

2. Full-time School Year: 1.25 days at the end of each month worked up to a maximum of twelve (12) days per year. Unused sick leave shall accumulate to a maximum of ninety (90) days.

3. Part-time Calendar Year: .75 days at the end of each month worked up to a maximum of nine (9) days per year. Unused sick leave shall accumulate to a maximum of thirty (30) days.

4. Part-time School Year: .50 days at the end of each month worked up to a maximum of five (5) days per year. Unused sick leave shall accumulate to a maximum of twenty (20) days.

Any employee who is absent for 4 days or more on any one occasion may be required by the Superintendent or designee to produce a certificate from a physician certifying to the actual illness of the employee and inability to perform that employee's normal duties resulting therefrom.

Sick time may be taken in one-half hour (thirty minute) intervals.

Section B: Special Purpose Leave

Each full time employee shall have two (2) days of special purpose leave per year with pay and each part-time employee shall have one (1) day of special purpose leave per year with pay. Such special purpose leave shall not be cumulative from year to year and may only be used for unavoidable personal business or personal affairs which cannot be transacted other than during the employee's work day. Special purpose leave shall not be used for vacation or recreational purposes. Any such special purpose leave shall be subject to the prior notification and approval of the employee's building Principal and shall not be used to enable a member of the bargaining unit to be an employee of another. The employee shall not be required to state the specific nature of the personal business or personal affairs, provided, however, the employee must state that it otherwise meets the criteria of this section.

Section C: Funeral/Bereavement Leave

The Employee shall be granted a maximum of four (4) paid leave days for a death in the immediate family. Immediate family shall include spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, sister, grandparents, or grandchildren. Additional leave or leave for the death of persons of some other relationship to the employee may be granted by the Superintendent of Schools. One (1) day of bereavement leave shall be granted to each employee in the event of the death of a close friend or relative not referenced above subtracted from the total days (4) available each year.

Section D: Jury Duty

Any support staff employee summoned for jury duty or issued a subpoena shall be paid his/her full salary for each working day of the absence provided she/he pays the district the jury or witness fees.

Section E: Unpaid Leave

Upon written request from an employee, the Employer may, at its discretion, grant unpaid leave.

Section F: Sick Leave Bank

The Employer agrees to establish a sick leave bank to cover employee/s in the event of long term illness. The sick leave bank shall be administered by a committee composed of five (5) members of the Union appointed by the Union President. Rules for membership and participation in the sick leave bank shall be established by the committee and shall be supplied to the Employer. Any rules established by the committee shall include the following:

(A) The sick leave bank shall be funded by bargaining unit members at the start of each school year to reach a maximum two (2) times the number of staff members. The sick leave bank may be supplied with additional days whenever the number of days drops below fifty (50) to bring it up to the maximum.

(B) Unused sick leave days in the bank at the close of the school year will carry over into subsequent years up to a unit of two (2) times the number of staff.

(C) No one may contribute more than two (2) days in any school year to the sick leave bank; and that any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution.

(D) The Union shall notify the Employer by September 15th of each year of the individuals who have donated days to the sick leave bank so that said days may be deducted from the individual's yearly entitlement.

(E) Individuals may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for sick leave bank benefits shall terminate when an individual is eligible for disability benefits.

(F) No one shall, under any circumstances, be entitled to receive sick leave and

disability benefits at the same time.

(G) New employees are not eligible for sick bank participation prior to January 1st if they are hired before the first day of school and for 120 calendar days after employment if hired after the first day of school.

ARTICLE XIV

HOLIDAYS

Full-time Calendar Year and Full-time School year employees only shall be entitled to the following paid holidays:

July 4th	Day before Christmas
Labor Day	Christmas Day
Veterans Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day

Full-time School Year employees shall receive the above paid holidays only if they occur during their work year. If one of the above holidays falls on either a Saturday or a Sunday, the Employer shall recognize the holiday on the nearest available non-student workday.

Part-time Calendar Year and Part-time School Year employees shall be entitled to the following paid holidays:

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

If one of the above holidays falls on a non-work day, a part-time employee shall not be paid for that holiday.

If one of the above holidays falls on either a Saturday or a Sunday, the Employer shall recognize the holiday on the nearest available non-student workday.

ARTICLE XV

VACATIONS

Section A. Full-time Calendar Year employees covered by this Agreement shall earn vacation as follows:

Two (2) weeks after ONE (1) year of employment;

Three (3) weeks after FIVE (5) years of employment;

Four (4) weeks after TEN (10) years of employment

New hires will accrue .8333 days of vacation for each month worked until the beginning of the new fiscal year, July 1. Vacation time cannot be accrued during the probationary period; vacation days will be retroactive after successful completion of the probationary period. Vacation leave shall be subject to the prior notification and approval of the employee's building Principal or designee. During the first fiscal year of employment, Full-time Calendar Year employees accrue vacation leave, but cannot use this leave until the following fiscal year.

Section B. Upon termination of employment, any earned vacation shall be paid on a pro-rata basis.

Section C. If a member of the bargaining unit who has worked for the Employer as a bargaining unit member in a capacity other than as a full-time calendar year employee and then that employee, while so employed, accepts employment as a full-time calendar year employee, that bargaining unit member shall, for the purpose of determining vacation entitlement, receive credit for work performed as a bargaining unit member other than as a full-time calendar year employee based on the following formula:

The bargaining unit employee moving to the full-time calendar year position shall be given credit for one (1) year of service or a portion thereof for every one thousand five hundred sixty (1,560) hours worked in the employee's previous bargaining unit position.

ARTICLE XVI

PROFESSIONAL IMPROVEMENT AND TRAINING

The Employer acknowledges its interest in the professional improvement and training of its personnel.

Employees interested in reimbursement for courses, workshops or conference participation shall first apply in writing to the Superintendent, or his designee, for prior approval. The course shall be related to the job responsibilities of the employee. Employee must earn a grade of B or better or Pass in a Pass/Fail course to be eligible for reimbursement.

The Employer shall not be obligated to expend more than $9,500 for each fiscal year of the contract. The employee shall be eligible for no more than three hundred dollars ($300.00) for workshops or conferences and eight hundred dollars ($800) reimbursement for a credit bearing course per fiscal year for a total of no more than eight hundred ($800.00) per employee.

Unencumbered funds budgeted for professional improvement and training, for the

fiscal year, will be made available to any employee on a pro rata basis to offset the total cost of courses, workshops or conferences, if it exceeded the personal cap allowed, provided notification is received prior to June 25. In no event shall reimbursement exceed 100% of the total cost in that fiscal year.
Employees that have attended courses, workshops or conferences must submit paperwork for reimbursement within 60 days of the end or completion of such activity. If employee fails to submit paperwork within the 60-day time frame, the employee will not be reimbursed and the approved amount of funds will be available to other members of the bargaining unit.

An employee shall suffer no loss in pay for attendance at approved courses, workshops or conferences.

Only employees working twenty (20) or more hours per week shall be eligible for funds under this article.

ARTICLE XVII

INSURANCE

Section A. After any waiting period required by the provider, the Employer agrees to provide hospital and medical insurance coverage upon the earliest open enrollment date of the provider, after receipt of the completed application and any other required forms. Premium payments by the Employer shall be as follows:

Full-time Calendar and School Year Employees shall receive contributions for health insurance as follows:

1. Matthew Thornton (MTB10 RX10/20/45): The Employer shall contribute 90% of the yearly premium cost for the Single Plan and 80% of the Two-Person or Family Plan.

2. Blue Choice Three Tier (BC3T5 RX3/15M1): For employees enrolled on the Blue Choice Three Tier Plan as of January 2, 2007, the Employer shall contribute an amount equal to 90% of the yearly premium for Blue Choice Two-Tier Single Plan toward the cost of the Blue Choice Three tier Single Plan, and the Employer shall contribute an amount equal to 80% of the yearly premium of either the Two-Person or Family Blue Choice Two-Tier Plans toward the cost of respective Blue Choice Three Tier Two-Person or Family Plans.

For all employees enrolling in the Blue Choice Three Tier Plan after June 30, 2007, the Employer shall contribute an amount equal to 90% of the yearly premium for Matthew Thornton Single Plan towards the cost of the Blue Choice Three Tier Single Plan and the Employer shall contribute an amount equal to 80% of the yearly premium of either the Two-Person or Family Matthew Thornton Plans towards the cost of respective Blue Choice Three Tier Two-Person or Family Plans.

3. JW (JWMC M1): JW shall only be available to those employees that are

enrolled in the JW Plan on January 2, 2007. The Employer shall contribute an amount equal to 90% of the yearly premium for Blue Choice Two-Tier Single Plan towards the cost of the JW Single Plan and the Employer shall contribute an amount equal to 80% of the yearly premium of either the Two-Person or Family Blue Choice Two-Tier Plans towards the cost of respective JW Two-Person or Family Plans.

The Employer will comply with all Federal and State laws regarding insurance continuation provisions.

Part time employees: Part-Time Calendar and School Year employees that work a minimum of 20 hours per week shall be entitled to Single Plan coverage with the Employer's contributions as set forth in paragraphs 1, 2 & 3 above.

4. In the event this Agreement is going to expire without a successor Agreement, resulting in status quo, the parties agree to immediately exchange proposals limited to identifying a health insurance plan that complies with the Affordable Care Act and that does not result in the imposition of the so-called 'Cadillac tax'. If the parties are not able to agree on one of these two proposed plans, the plans will be submitted to binding arbitration no later than May 1, 2017 with a mutually acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the NH PELRB will select. After hearing from both parties, the arbitrator will choose one of the two proposed plans by June 15, 2017 and that plan will be implemented on July 1, 2017. If the Union fails or refuses to participate in this process, the Employer will be permitted to unilaterally implement its proposed plan to avoid imposition of the so-called 'Cadillac Tax'. The Employer shall contribute 90% of the yearly premium cost for the Single Plan and 80% of the Two-Person or Family Plan.

5. Husband and Wife: In the case of full-time calendar year and full-time school year employees only, if both the husband and wife are so employed by the Employer, the Employer shall only pay one hundred percent (100%) of a single premium for either a two-person or family hospital-medical insurance plan, whichever plan is selected by said husband and wife.

6. Comparable Benefits: Although it is understood that the Employer is presently obtaining hospital and medical insurance coverage from Blue Cross-Blue Shield, Healthsource or Matthew Thornton Health Plan, the Union specifically agrees that the Employer may, in its sole discretion, obtain health and medical benefits from a different source, provided the benefits offered by any new source are comparable with the benefits currently being provided.

Section B. The Employer shall provide twenty five thousand dollars ($25,000) in term life insurance for each employee covered by this Agreement. The Union specifically agrees that the Employer may determine the source of any such life insurance in its sole discretion.

Only employees working twenty (20) or more hours per week shall be eligible for this benefit.

Section C. The Employer shall pay 100% of the single premium for Delta Dental Insurance-100% Coverage A, 80% Coverage B, and 50% Coverage C., no deductibles, $1,000 annual maximum per person. Employees may have two-person or family coverage payroll deducted, if permitted by the carrier.

Only employees working twenty (20) or more hours per week shall be eligible for this benefit.

Section D. Full-time Calendar Year and Full-time School Year employees shall be covered by a long-term disability policy with a 90-day waiting period. The policy will cover 66 2/3% of monthly income up to a maximum of Two Thousand Five Hundred Dollars ($2,500.00) per month to age seventy (70). The Employer shall pay 100% of the premium.

Section E. The Employer has established an IRS Section 125 Plan for members of the bargaining unit. Employees may elect to set aside pre-tax dollars for (1) payment of employee's share of medical insurance premiums, (2) reimbursement of medical expenses not covered by insurance and/or reimbursement of dependent care expenses.

ARTICLE XVIII

COMPENSATION

Compensation of employees covered by this Agreement is set forth in Appendix A.

At time of retirement, a full-time employee who has worked at least 20 years in the Goffstown School District shall receive Six Thousand ($6,000.00); after 25 years of service Eight Thousand five hundred ($8,500.00). Retirement shall be defined as an employee at least 55 years of age and is retiring from his/her full time occupation. The employee must give written notice by October 31 of his/her intention to retire. Notification after October 31 may result, at the Employer's discretion, in compensation being paid the next fiscal year. An employee may notify the employer by May 1 to continue employment.

A step may be withheld for unsatisfactory work performance. The determination made by the employer will be on an overall evaluation of the employee's work performance. An employee may request that the determination be reviewed by an administrator of the employee's choice; such a request must be initiated by the employee in writing within five (5) days of the initial determination. If the second administrator sustains the determination, the step will be withheld.

An employee who has had a final determination that a step should be withheld may request, in writing, that a subsequent review be made of his/her performance. Such a request must be made within five (5) days of the commencement of the employee's

work year. If corrective action has been taken, the step will not be withheld.

After reviewing the employee's performance for a period of not less than ninety (90) days, the employer may determine that the performance of the employee has risen to a satisfactory level. If such a determination is made, the employee will receive a step effective from the date such determination is made.

ARTICLE XIX

EXPENDITURE OF PUBLIC FUNDS

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer, unless, and until, the necessary appropriations have been made by the Goffstown Legislative Body at each of its appropriate annual or special School District meetings during the term of this Agreement. The Employer shall make a good-faith effort to secure the funds necessary to implement said Agreement at each of the appropriate annual or special School District meetings. If such funds are not forthcoming, the Employer and the Union shall resume negotiations on all or part of the entire Agreement.

ARTICLE XX

GRIEVANCE PROCEDURE

Section A. For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by an employee in the bargaining unit or the union and which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement and must specify the specific Article and Section of this Agreement which has allegedly been violated, the date of the alleged violation and the relief requested.

Section B. Failure of the grievant or the Union to abide by the procedure, including the time limits, set out in this Article shall result in the grievance being deemed abandoned, unless an extension of time or different procedure is mutually agreed upon by both parties in writing.

Section C. Whenever an employee in the bargaining unit has a grievance as defined in Section A. above, the following procedure shall be utilized.

1. The employee involved shall file the grievance in writing as specified above with the Principal of the school in which said employee works and the Union within twenty-one (21) days from the date of the event which gives rise to the alleged grievance.

2. If the grievant is not satisfied with the disposition of the grievance by the Principal or if no decision has been reached within seven (7) days after filing with

the Principal, the grievant or the Union may file the grievance with the Superintendent of Schools or Superintendent's designee within fourteen (14) days after said grievance was filed with the Principal.

3. If the grievant is not satisfied with the disposition of the grievance by the Superintendent of Schools or Superintendent's designee or if no decision has been reached within seventeen (17) days after filing same with the Superintendent or Superintendent's designee, the grievant or the Union may file the grievance with the Goffstown School Board within twenty-one (21) days after said grievance was filed with the Superintendent of Schools or Superintendent's designee. The Board shall hold a hearing and render a decision within thirty (30) days after receipt of the grievance.

4. If the grievant or the Union is not satisfied with the disposition of the grievance by the Board, or if no decision has been rendered by the Board within thirty (30) days after receipt of the grievance, the Union, upon written notification to the Superintendent, may, within fourteen (14) days, submit the grievance in writing to arbitration.

Within fourteen (14) days after such written notice of submission to arbitration, the Employer and the Union will attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, the Union may, within seven (7) days, file the grievance in writing with the American Arbitration Association.

The arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance unless mutually agreed to by both parties, that is, multiple grievances before the same arbitrator will not be allowed. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of the specific provisions of this Agreement.

The decision of the arbitrator shall be binding upon both parties. However, both parties shall have a right to appeal to the New Hampshire Courts under the provisions of Revised Statutes Annotated, Chapter 542, as amended. It is hereby specifically agreed by the employer and the Union that this contract and Grievance Procedure Article are subject to the provisions of New Hampshire Revised Statues Annotated, Chapter 542, as amended.

Section D. The fees and expenses of the arbitrator shall be split equally between the Union and the Employer.

Section E. Grievances arising out of decisions made by either the Goffstown School Board or the Superintendent may be originally filed at the Superintendent's level (Level C.2) within the twenty-one (21) days from the date of the decision giving rise to the alleged grievance.

Section F. No reprisals will be taken by the Employer or the Union against any grievant, party of interest or other participant in the grievance procedure. The parties

specifically agree that if there is a claim of an alleged violation of this Section, the matter shall be brought before the NH Public Employee Labor Relations Board with any rights of appeal therefrom and that the grievance and/or arbitration procedure set forth in this Article shall not be utilized.

Section G. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the staff of the Goffstown School District and having the grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

Section H. Days as referred to in this Article shall mean calendar days.

ARTICLE XXI

SEPARABILITY

If any article or section of this Agreement is found to be contrary to law, then such article or section shall not be deemed valid, but all other articles shall continue in full force and effect. The parties shall promptly meet to negotiate concerning the provision found to be invalid.

ARTICLE XXII

EFFECT OF AGREEMENT

This instrument constitutes the entire agreement and final resolution of all matters in dispute between the Employer and the Union arrives at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

ARTICLE XXIII

DURATION

This Agreement shall be effective July 1, 2014 and continue in full force and effect through June 30, 2017.

GOFFSTOWN SCHOOL BOARD

By _____
Chairman

By _____
Chairman, Goffstown School Board
Negotiating Committee

Witness: _____ Date: April 21, 2014

GOFFSTOWN EDUCATIONAL SUPPORT STAFF

By Donna Perozzi
GESS Liaison

By Donna Perozzi
Chairman, Goffstown Educational Supports Staff
Negotiating Committee

Witness: Kate Magrath Date: 4/21/2014, 2014

APPENDIX A
WAGE SCHEDULE
July 1, 2014 through June 30, 2017

Year 1(2014-2015) July 1, 2014 employees move one (1) step.

Year 2 (2015-16) – July 1, 2015 employees advance one (1) step.

Year 3 (2016-17) – July 1, 2016 employees advance one (1) step.

Wage Schedule. The parties agree to the attached wage schedule, which includes shift differentials for night custodians and certified paraprofessionals as detailed below.

1. Longevity stipends shall be instituted as follows:

   Beginning in the employees 17th year of service through their 19th year of service to the District: .25/hour

   20-23 Years of Service to the District: .50/hour
   24-27 Years of Service to the District: .75/hour
   28+ Years of Service to the District: 1.00/hour

2. Employees hired before January 1 will advance to the next step the following July.
3. For the purpose of determining longevity, the anniversary year is July 1.

4. Maximum credit for previous experience is: eight (8) years. Employees will not be placed on the wage schedule at a level higher than that of a current employee with the same level of preparation or related experience.

- Paraprofessionals holding current Paraprofessional II certification by the New Hampshire Department of Education (NHDOE Paraprofessional or Teacher) shall be placed on the Certified Paraprofessional track of the wage grid. This is equivalent to $0.75 per hour. Movement of employees onto such track shall be made by September 1 and/or February 1 following notification of certification and presentation of proof thereof.

- A $0.50 wage differential will be provided for custodians who work after 7:00 p.m. as part of their regular schedule on a daily basis. This differential will be added to the employee's hourly rate, based on their placement on the Wage Schedule.

GESS Support Staff Wage Grid 2014-2015																
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Assistant	8.88	9.14	9.42	9.69	9.99	10.29	10.59	11.03	11.78	12.02	13.89	14.30	14.74	15.18	15.64	16.10
Assistant Cook	9.80	10.10	10.40	10.71	11.04	11.37	11.70	12.18	12.95	13.21	15.09	15.54	16.00	16.49	16.98	17.49
Head Cook	10.73	11.06	11.39	11.72	12.09	12.44	12.82	13.32	14.12	14.40	16.27	16.76	17.27	17.79	18.31	18.87
EMT	11.59	11.95	12.30	12.67	13.06	13.45	13.84	14.40	15.22	15.52	17.38	17.92	18.43	19.00	19.56	20.16
Para - Non Cert	9.80	10.10	10.40	10.71	11.04	11.37	11.70	12.18	12.95	13.21	15.09	15.54	16.00	16.49	16.98	17.49
Para - Cert	10.55	10.85	11.15	11.46	11.79	12.12	12.45	12.93	13.70	13.96	15.84	16.29	16.75	17.24	17.73	18.24
Custodian II	10.60	10.92	11.25	11.58	11.94	12.29	12.66	13.17	13.95	14.23	16.12	16.61	17.10	17.61	18.14	18.69
Custodian I / Maint.	11.59	11.95	12.30	12.67	13.06	13.45	13.84	14.40	15.22	15.52	17.38	17.92	18.43	19.00	19.56	20.16
Admin. Assistant	11.59	11.95	12.30	12.67	13.06	13.45	13.84	14.40	15.22	15.52	17.38	17.92	18.43	19.00	19.56	20.16
Principals Admin. Assist.	12.26	12.62	13.01	13.40	13.79	14.22	14.63	15.22	16.34	16.67	18.53	19.08	19.67	20.26	20.86	21.48

GESS Support Staff Wage Grid 2015-2016																
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Assistant	9.14	9.42	9.69	9.99	10.29	10.59	11.03	11.78	12.02	12.26	14.17	14.59	15.03	15.48	15.95	16.42
Assistant Cook	10.10	10.40	10.71	11.04	11.37	11.70	12.18	12.95	13.21	13.47	15.39	15.85	16.32	16.82	17.32	17.84
Head Cook	11.06	11.39	11.72	12.09	12.44	12.82	13.32	14.12	14.40	14.69	16.60	17.10	17.62	18.15	18.68	19.25
EMT	11.95	12.30	12.67	13.06	13.45	13.84	14.40	15.22	15.52	15.83	17.73	18.28	18.80	19.38	19.95	20.56
Para - Non Cert	10.10	10.40	10.71	11.04	11.37	11.70	12.18	12.95	13.21	13.47	15.39	15.85	16.32	16.82	17.32	17.84
Para - Cert	10.85	11.15	11.46	11.79	12.12	12.45	12.93	13.70	13.96	14.22	16.14	16.60	17.07	17.57	18.07	18.59
Custodian II	10.92	11.25	11.58	11.94	12.29	12.66	13.17	13.95	14.23	14.51	16.44	16.94	17.44	17.96	18.50	19.06
Custodian I / Maint.	11.95	12.30	12.67	13.06	13.45	13.84	14.40	15.22	15.52	15.83	17.73	18.28	18.80	19.38	19.95	20.56
Admin. Assistant	11.95	12.30	12.67	13.06	13.45	13.84	14.40	15.22	15.52	15.83	17.73	18.28	18.80	19.38	19.95	20.56
Principals Admin. Assistant	12.62	13.01	13.40	13.79	14.22	14.63	15.22	16.34	16.67	17.00	18.90	19.46	20.06	20.67	21.28	21.91

GESS Support Staff Wage Grid 2016-2017																
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Assistant	9.42	9.69	9.99	10.29	10.59	11.03	11.78	12.02	12.26	12.51	14.45	14.88	15.33	15.79	16.27	16.75
Assistant Cook	10.40	10.71	11.04	11.37	11.70	12.18	12.95	13.21	13.47	13.74	15.70	16.17	16.65	17.16	17.67	18.20
Head Cook	11.39	11.72	12.09	12.44	12.82	13.32	14.12	14.40	14.69	14.98	16.93	17.44	17.97	18.51	19.05	19.64
EMT	12.30	12.67	13.06	13.45	13.84	14.40	15.22	15.52	15.83	16.15	18.08	18.65	19.18	19.77	20.35	20.97
Para - Non Cert	10.40	10.71	11.04	11.37	11.70	12.18	12.95	13.21	13.47	13.74	15.70	16.17	16.65	17.16	17.67	18.20
Para - Cert	11.15	11.46	11.79	12.12	12.45	12.93	13.70	13.96	14.22	14.49	16.45	16.92	17.40	17.91	18.42	18.95
Custodian II	11.25	11.58	11.94	12.29	12.66	13.17	13.95	14.23	14.51	14.80	16.77	17.28	17.79	18.32	18.87	19.44
Custodian I / Maint.	12.30	12.67	13.06	13.45	13.84	14.40	15.22	15.52	15.83	16.15	18.08	18.65	19.18	19.77	20.35	20.97
Admin. Assistant	12.30	12.67	13.06	13.45	13.84	14.40	15.22	15.52	15.83	16.15	18.08	18.65	19.18	19.77	20.35	20.97
Principals Admin. Assistant	13.01	13.40	13.79	14.22	14.63	15.22	16.34	16.67	17.00	17.34	19.28	19.85	20.46	21.08	21.71	22.35

APPENDIX B

GOFFSTOWN SCHOOL DISTRICT
NOTICIATION OF EMPLOYMENT
20 -20

_____, you are herein notified that the Goffstown School District agrees to hire you as a _____ for the period beginning _____ and ending _____ . The terms of employment are as follows:

You are herein notified that the District agrees to hire you as a for _____hours/day, _____ days/year and at an hourly rate of_____Paid biweekly for hours actually worked and reported.

Said employment is contingent upon the availability of necessary funds and/or the continuation of need for the services of this position. Prior authorization must be given for work beyond the normal work schedule. The responsibilities of your position and the hours to be worked will be determined by your immediate supervisor.

This Notification of Employment is subject to the collective bargaining agreement between the Goffstown Education Support Staff, NEA-New Hampshire and the Goffstown School Board, provided, however, that the existence or nonexistence of any collective bargaining agreement will neither impair nor affect the validity of this Notification of Employment.

Please sign all copies of this Notification and return them to the principal's office within two (2) weeks. Your signed copy will indicate your acceptance of the conditions of employment and your willingness to serve in the position indicated above. 1 am pleased to have you working for the district.

_____

Superintendent of Schools

_____

Date

have reviewed and understand the conditions of employment and fringe benefits and accept the above notification of employment.

_____ _____

Employee's Name Date

APPENDIX C

NEW HAMPSHIRE STATE BOARD OF EDUCATION POLICY STATEMENT

541:A Administration of Prescribed Oral Medications

REGULATION OF THE STATE BOARD OF EDUCATION IN CONSULTATION WITH THE DIVISION OF PUBLIC HEALTH, NEW HAMPSHIRE DEPARTMENT OF HEALTH AND WELFARE, AS REGARDS STUDENTS, GRADES ONE THROUGH EIGHT AND NINE THROUGH TWELVE, WHO NEED PRESCRIBED MEDICATION DURING THE SCHOOL DAY. Promulgated under the Provisions of RSA 541:A at the November 10, 1974 meeting of the New Hampshire State Board of Education.

Any pupil who is required to take, during the school day, a medication prescribed by a licensed physician, shall be assisted* by the school nurse or another member of the school staff, so designated by the building principal, when the school district has received and filed with the student health record:

a. A written statement from the prescribing physician, detailing the method of taking the dosage and the time schedule to be observed.

b. A written authorization (request) from the parent or guardian of the pupil indicating the desire that the school assist the pupil in the matter set forth in the physician's statement, accompanied by a "hold harmless" release signed by a parent or guardian.

Guidelines were developed to safeguard students and staff and shall be considered to be standard operating procedure in all schools in this State.

* Clarification - Having the required oral medication available to the student as needed, and observing the student as he/she takes, or does not take his/her medication. Precautions on care and recording of medication are included in the guidelines.

Adopted 1974
Revised June 1988