

***Gorham Randolph Shelburne Cooperative School  
District***

***Support Staff***

***And***

***Gorham Randolph Shelburne Cooperative School  
Board***

***Contract Agreement***

***July 1, 2019 to June 30, 2022***

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### **Preamble**

The School Board of the Gorham Randolph Shelburne Cooperative School District of New Hampshire, hereinafter referred to as the Board and the GRS Cooperative Support Staff/NEA New Hampshire hereinafter referred to as the GRS Support Staff, agree as follows:

### **Contract Amendments**

This contract may be amended at any time by mutual agreement of the bargaining unit and the Gorham Randolph Shelburne Cooperative School District Board of Education.

## **Article II**

### **Recognition**

The Board hereby recognizes the GRS Support Staff as the exclusive representative for all members of the bargaining unit with respect to terms and conditions of employment as defined in RSA 273-A.

The GRS Support Staff covered by this Agreement are all persons that are or will be employed by the Board to serve the needs of the Gorham School District as support staff in the bargaining unit for which a certification election was held on February 9, 1988 and updated on September 24, 2018.

The support staff will include custodians, para educators, secretaries/ administrative assistants, and permanent bus drivers. This recognition excludes "Substitute" and temporary employment of one year duration or less. (If the Cooperative School District takes over food service operations and employs food service staff they will be covered by all covenants of this agreement.)

The Association shall maintain all rights available under RSA 273-A with regard to unit determination and modification.

Definitions: The following list of terms will be used frequently in this agreement and when they are used they will refer to the definitions described below unless otherwise stipulated.

1. The term "district" means the Gorham Randolph Shelburne Cooperative School District.
2. The term "school" means any work location.
3. The term "employee" means a person included in the Support Staff.
4. The terms "board" and "employer" mean the School Board or any of its agents.
5. The term "association" means the GRS Support Staff/NEA-NH.
6. Whenever the singular is used in this agreement it is to include the plural.
7. The term "substitute" means an employee who has been hired to fill in for a returning bargaining unit member and who has not been issued a School Board authorized contract.
8. The term "temporary" means an employee who is hired to do a specific task and who has not been issued a School Board authorized contract.

## **Article III**

### **Fair Treatment**

An employee who has completed his/her probationary period shall not be suspended or discharged without a supportive statement of facts.

All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied. It is understood by the parties that progressive discipline will include verbal warnings, written warnings, suspension without pay, and discharge.

Causes for immediate discharge include but are not limited to selling, possessing or being under the influence of illegal drugs. Also, while on duty, being under the influence of alcohol is cause for immediate discharge. Physical or sexual assault, conviction of a felony, insubordination, and failure to report a school vehicle accident shall also be grounds for immediate discharge.

All disciplinary action must be stated in writing, and a copy given to the employee and the Association President or his/her designee, at the time of discipline. All disciplinary action shall be subject to the grievance procedure.

In the event a verbal warning is given to an employee, a written record will be made by the Supervisor, a copy of same shall be given to the employee and the Association representative. A copy shall be placed in the employee's file after the employee has been given an opportunity to initial or sign the same indicating only that he/she has received a copy. All documents and signatures will be dated. All material in an employee's personnel file after September 1, 2014, which is derogatory in nature, excluding formal evaluations, shall be removed within five (5) years, provided there is no repeat offense

Employee Contracts should reflect the actual hours worked as opposed to a subjective figure on a contract.

## **Article IV**

### **Duties and Obligations**

- A. The Board will not discriminate against support staff because of race, age, color, creed, sex, religion, national or ethnic origin, sexual orientation, marital status, disability, gender identity or expression, genetic information, and veteran status, or membership in the GRS Support Staff.
- B. The GRS Support Staff agrees to represent equally all personnel without regard to race, age, color, creed, sex, religion, national or ethnic origin, sexual orientation, marital status, disability, gender identity or expression, genetic information, and veteran status, or membership in the GRS Support Staff.
- C. The Board agrees to deduct from the salaries of GRS Support Staff members dues for membership in the GRS Support Staff/NEA - New Hampshire upon authorization by said members of the GRS Support Staff on or before October 15 of each school year or when proper documentation has been received. The transfer of said funds shall be made at a time mutually agreed to by the parties.
- D. The Board or its authorized representative may communicate and consult with any member of the bargaining unit for any and all purposes relating to his/her employment, except that such communications and consultations shall not conclude in an agreement or resolution in violation of this collective bargaining agreement.
- E. Management Clause: The GRS Support Staff recognize that the Board has the responsibility and prerogative to direct and manage the operation and policies of the school district, and that all power, discretions, and authorities now held by them or vested in them by law are not delegated, modified, or abridged except as expressly stated herein. It is further understood that these discretions and authorities which may not lawfully be delegated or abridged are not affected by this Agreement, and this Agreement, even in its express terms, shall not be construed so as to affect such non-delegable discretions, authorities, and powers in any way.
- F. Cost items negotiated by the School Board shall be submitted to the Gorham Randolph Shelburne Cooperative School District for approval. If the Gorham Randolph Shelburne Cooperative School District rejects any part of the submission, or while accepting the submission takes any action which would result in a modification of the terms of the cost item submitted to it, the parties shall, within seven (7) days of the adjournment of said meeting, reopen negotiations in an effort to reach a revised agreement. If the reopened negotiations do not result in a revised agreement by April 1 in any given year, the Board may by April 15 in that year issue individual employment contracts, and the salaries set forth in such contracts shall be in the same amount as that prevailing at that time.

## **Article V**

### **Association Rights**

Association Rights: The Board agrees that all employees shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board for reasons of membership in the Association or participation in any of its activities or the exercise of their individual rights under RSA 273-A.

The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings in accordance with established school policy. On duty staff will note time in attendance at meetings on time sheets and punch out and then punch back into work if applicable. On duty staff will not be compensated while in attendance at union meetings. On duty staff attending meetings will inform their supervisor so that proper coverage can be procured, if needed. Any lost time may be made up during the work week.

Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times as long as it does not interfere with normal school operations.

The Association and its representatives shall have the right to use school facilities and equipment, including typewriters computers, copiers and other duplicating equipment at reasonable times when such equipment is not otherwise in use. All costs so incurred will be borne by the Association.

The Association and its representative shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the teachers' room of each school. The Association may use school mailboxes and electronic mail (email) for communications.

## ARTICLE VI

### Conditions of Employment

- A. Ninety work days probationary status will be in effect for all new support staff positions beginning on the first day of work. Probationary staff is not entitled to rights granted under Grievance & Arbitration or Fair Treatment. New hires may be non-renewed by the District should the District not offer them a second contract and will not be subject to the grievance process.

Support staff hired July 1, 2019 and after, contracted for less than 22 hours per week are eligible for benefits as outlined throughout the contract agreement.

- B. Vacation: Vacation leave applies only to twelve-month (12-month) employment. For the purpose of this article, an employee's anniversary date will be on the individual's date of hire employees hired on a full time basis will be eligible for the following vacation leave time:
- Year 0-1 of employment – no vacation leave time
  - Years 2 – 3 of employment – One week vacation leave time
  - Years 4 – 7 of employment – Two weeks' vacation leave time
  - Years 8 - 12 of employment – Three weeks of vacation leave time
  - Years 13 + of employment – Four weeks of vacation leave time

Vacation leave time does not apply to those hired less than 22 hours per week; however, leave may be taken without pay once cleared by the supervisor.

No more than two employees from any of the four employee groups that are a part of this agreement will be allowed vacation leave at the same time. Leave will be granted on the basis of seniority.

Vacation leave must be taken before August 31 of the next fiscal year. Vacation leave is noncumulative.

- C. Sick Leave and Personal Leave: Sick leave will accrue two days per month beginning on the first day of employment or on the first day of the contract period, whichever comes first. Ten-month (10-month) employment - ten (10) days a year accumulative to seventy-five (75) days. Twelve month employment - twelve days (12) per year accumulative to seventy-five (75) days. Three (3) days of sick leave may be used for personal leave to take care of urgent and compelling business and emergencies for which no other time than in-school time can be used. One (1) day of personal leave shall be at the sole discretion of the employee including the day before or after a holiday, or vacation day. Personal leave shall not be used for vacation or solely to extend a vacation or the day before or after a holiday weekend. Further such leave shall not be used for seeking employment, rendering services, or working with or without remuneration for themselves or anyone else, or for hunting or fishing. Notification, except in cases of emergency, shall be given at least seventy-two (72) hours prior to using the personal day. Under certain circumstances, after discussion with the employee's direct supervisor, leave may be granted without pay.



Employees hired less than 22 hours per week will be granted five (5) sick days per year and will accrue one day per month. Such leave will be non-cumulative. One (1) day of leave may be used for emergencies for which no other time than in-school time can be used. Under certain circumstances leave may be granted without pay once cleared by the supervisor.

Sick leave shall include personal illness, illness in the immediate family, death in the immediate family or disability, provided that the employee in the case of pregnancy or other disability secure medical proof of disability and duration of disability from a qualified physician. Further, in cases when the period of disability is in dispute, the Board and the employee shall by mutual agreement, acquire a second medical opinion verifying the disability or duration of disability provided that no medical request may be asked for any disability that involves a duration of five days or less.

Any unused sick leave days above the maximum accumulation shall be reimbursed at the rate of forty-five dollars (\$45.00) per day at the end of the school.

- D. Voluntary Sick Leave Bank - A voluntary sick leave bank will be established for the benefit of those employees whose accumulated sick leave for illness become exhausted, along with their vacation time for the year. Each participating employee contracted for more than 22 hours per week, will notify the Superintendent of their intent to contribute two sick leave days upon their initial enrollment no later than thirty days from the start of the school year or their date of hire, whichever is later. The two sick leave days will then be transferred to the bank once the notifying employee accrues four sick leave days. The number of days in the bank will be maintained at a minimum of not less than fifty days. The district will put in twenty-five (25) days in the first year of this contract only. When the bank falls one day below these minimum, enrolled employees shall donate one additional day.

The participating employee may be eligible to receive up to thirty days from the bank. Utilization of these days will provide salary and Board provided insurance benefits not to exceed 1/185<sup>th</sup> of the professional's annual contracted salary.

Any employee needing to utilize the bank must submit the following to the three member Association board who will oversee the bank:

1. A written statement requesting authorization to draw from the sick leave bank including the date this action would commence.
2. A doctor's statement indicating the nature of the illness.
3. A doctor's statement indicating the current status of the illness must be provided at each thirty-day interval. Sick leave may be granted up to two thirty-day periods in one school year.

They must have exhausted their available sick leave.

- E. Severance Pay: After 10 ten years of service, upon severance or death of an employee contracted for more than 22 hours per week, except at the time of retirement, such employee or his/her designated (an appendix sheet should be developed naming a survivor for severance) survivor shall be paid the equivalent of his/her accumulated sick leave at the per diem rate not to exceed the following:

1. 10 years of continuous service                      \$45.00 per day  
    15 years of continuous service                     \$50.00 per day  
    20 years of continuous service                    \$55.00 per day  
    25 or more years of continuous service       \$60.00 per day
2. Years of service between 10-15, 15-20, 20-25 shall be prorated
3. These provisions shall not apply when employment is terminated due to dismissal or the individual failing to give thirty (30) days written notice to the Superintendent of Schools.

F. Retirement: The parties agree that all provisions of the New Hampshire Retirement System as set forth in RSA 100-A shall be made a part of this Agreement. The Board agrees that it is desirable to allow staff members to take advantage of the federal laws concerning tax-free annuities and shall take such steps as necessary to implement a tax-free annuity program.

Any individual with ten (10) continuous years or more in the Gorham Randolph Shelburne Cooperative School District, or from the previous Gorham School District, who qualifies for and applies to receive state retirement benefits may elect upon the submission of a letter of resignation\* to the Superintendent to receive an additional stipend equally divided among his/her remaining years up to three (3) based upon the following schedule:

1. 10 years of continuous service    \$2,200.00 maximum  
    15 years of continuous service    \$3,100.00 maximum  
    20 years of continuous service    \$4,000.00 maximum  
    25 years of continuous service    \$4,900.00 maximum
2. Years of service between 10-15, 15-20, and 20-25 shall be prorated.

Retirement: for employees not eligible for the NHRS - After ten (10) years of continuous service who would have qualified for State retirement benefits comparable to full time staff, may elect upon the submission of a letter of resignation\* to the Superintendent to receive a one-time stipend based on the above schedule noted under F. 1., and F. 2.

\*The Superintendent must be notified by December 1 of the year previous to that during which benefits will be paid. The Support Staff employee may reconsider his/her decision on or before March 1. The letter of resignation, once received and accepted, cannot be canceled after March 1 unless approved by the School Board. In the event of cancellation, reimbursement shall be made to the District.

G. Paid Holidays: Twelve month (12-month) employees contracted for 22 or more hours per week: New Year's Day, Civil Rights Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, ½ Day prior to Thanksgiving Day or a ½ day floating holiday only for those employees whose schedule doesn't allow them to take the time on the Day prior to Thanksgiving, on a date mutually agreed to

by the employee and the supervisor, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

One day paid time will be granted on the day before Christmas and the day before New Year's Day. If a holiday falls on a Saturday the day will be celebrated on the Friday before the Holiday or if the Holiday falls on a Sunday, the day will be celebrated on the Monday after the Holiday or on a mutually agreed upon day after consultation with the employees supervisor.

Twelve month (12-month) employees contracted for less than 22 hours per week: New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

School year employees are entitled to the following holidays: New Year's Day, Civil Rights Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving Day and Christmas Day.

School year employees contracted for less than 22 hours per week are entitled to the following holidays: New Year's Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

H. Early Release Days/Mandatory Training: In cases of early release days paraprofessionals and secretaries/ administrative assistants will have the option of working provided that they have work to accomplish or will be attending workshops or trainings during these ½ days. . The administration will determine if work to be accomplished during the early release day is appropriate. If a paraprofessional or a secretary/administrative assistant has training or a workshop is scheduled for an early release day the paraprofessional or secretary/administrative assistant will be encouraged to attend the activity unless they are ill. No use of leave time will be granted for such days. When scheduling training/workshops on early release days support staff will be paid during the scheduled training time. Hours traveling to and from the training are not considered hours worked.

\*The past practice of paying time based on contracted hours for attendance during trainings will be eliminated at the end of the 2016-2019 agreement, on June 30, 2019. This removes a past practice situation that was in place during the previous negotiated agreements.

I. Temporary Assignment: In the case of a para educator substituting for a teacher, the para educator will receive, in addition to their regular contracted amount, an additional \$2.00 per hour or the amount paid a substitute teacher for the time, whichever is greater. When a custodian bus driver is assigned a superior responsibility for a temporary period of not less than three (3) hours, the employee will receive an additional \$1.50 per hour. Employee will be paid for hours worked.

J. Overtime: The hours and overtime provisions for the employees covered by this Agreement shall be governed by the provisions of the Fair Labor Standards Act. The Gorham Randolph Shelburne Cooperative School District will pay double time rate of pay for work assignments on Christmas and Thanksgiving and time and a half rate on:

New Year's Day, Civil Rights Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day.

K. Overtime distribution\*: All overtime shall be distributed as equally as possible among all eligible employees. Depending on the circumstances, overtime shall be assigned on a weekly basis or, as soon as it becomes known. All out-of-town bus trips are to be assigned by the bus transportation director. It is agreed that the bus transportation director will make an effort to distribute equitably overtime hours among the employees.

L. Overtime refusal: If an employee does not accept any overtime assignment, the time will be charged against him/her. All hours worked or refused will be used in updating accumulated overtime hours.

\*The past practice of distributing overtime hours to the employee with the lowest number of overtime hours will be eliminated at the end of the 2010-2011 agreement, June 30, 2011. This removes a past practice situation that was in place during the previous negotiated agreements.

M. Contract Termination: An individual employment contract may be broken through resignation or Reduction in Force by written notice of at least thirty (30) days. It is understood this thirty (30) day time period may be waived through mutual agreement by the individual and the district.

N. Clothing Allowance: The Board will pay up to Two Hundred Dollars (\$200.) toward clothing for custodial staff. Reimbursements will be made after submission of receipts during the contract year.

O. Call-in Pay: An employee called-in and reporting in for emergency work outside of the normal work schedule shall be guaranteed a minimum of not less than three (3) hours compensation at regular time, or three (3) hours compensation at time and one-half if said call-in puts the employee over the forty (40) hour pay week. (Early call-in extending the regular work hours will be compensated either by compensatory time or overtime if it extends time beyond Department of Labor requirements.) Should an employee be called in during their scheduled work day, hours worked for call-in will be factored in the end of the scheduled 8-hour shift in order to avoid going over the contracted hours, whenever feasible.

P. Course Reimbursement:

1. Unit members who make application for a course refund shall be notified of the Superintendent's decision in writing before beginning the course. Unit members who take courses that have a direct relationship to their area of work shall be reimbursed for a maximum of six (6) credits per school year provided said unit member returns as a unit member in the GRS Cooperative School District for the semester following the completion of the course.

Non-credit courses that pertain to the employee's job may also be approved, but will be reimbursed no more than a four credit course.

No unit member shall be reimbursed for a second course until all those eligible for a first reimbursement have received payment.

The total of all reimbursements in any fiscal year shall not exceed \$3,500.00.

2. Reimbursement not to exceed (90) percent of the per credit hour rate for the University System of New Hampshire. Reimbursements will be provided for courses approved in advance by the Superintendent of Schools and for individuals continuing in the employment of the GRS Cooperative School District during the semester following the completion of the course. No employee shall receive reimbursement for a second course until all employees eligible for a first reimbursement have been paid.

Q. Travel:

Reimbursement will be paid for the following expenses if incurred while taking professional leave. Meals: \$50.00 per day; \$10 Breakfast, \$15 Lunch \$25 Dinner. Itemized receipts required for reimbursement. Mileage reimbursement shall be at the current IRS mileage rate.

## Article VII

### Salaries

Secretary/Administrative Assistant A \$0.20 per hour differential will be paid for each year of college work, successfully completed, up to a maximum of two years, which is relevant to the position. Relevancy will be determined by the Superintendent.

Para-Educator A \$0.20 per hour differential will be paid for each year of college work, successfully completed, up to a maximum of two years, which is relevant to the position. Relevancy will be determined by the Superintendent.

For 32 college credits they receive	\$ .20 per hour
For 64 college credits they receive	\$ .40 per hour

All Para Educators who hold a New Hampshire certificate for Para Educators (teaching assistants) shall be compensated an additional \$.50 per hour.

Example:

For a certificate plus 32 credits	\$ .70 per hour
For a certificate plus 64 credits or a para II certificate	\$ .90 per hour

#### Bus Driver/Custodian

A \$0.20 per hour differential will be paid for each year of college work, successfully completed, up to a maximum of two years, which is relevant to the position. Relevancy will be determined by the Superintendent.

A \$.25 shift differential will be paid to *custodians* for the second shift. First shift is defined as 6:30a.m. to 3:00 p.m., second shift is defined as 1:30p.m. to 10:00 p.m. During non-school days, the single shift is 6:00a.m. to 2:30 p.m. This shift time, 6:00 a.m. to 2:30 p.m. will also apply during “summer vacation” which will begin the day following the last day of school for students and staff until ten working days prior to the reporting date for teaching staff. After “summer vacation” the shift hours will be determined by the supervisor to best meet the needs of the district. Flexibility shifts will be allowed if meetings, events or other unforeseen circumstances arise during the summer months and a custodian is required to be on duty.

A \$2.00 per hour payment will be paid to bus drivers in addition to their regularly hourly rate for the times in which they are “driving” students to and from school, field trips, vocational runs, athletic events, co-curricular events etc. The maximum per hour pay for any driver when transporting students will be \$17.00 or their current rate of pay. Bus drivers will be responsible for accurately tracking hours in which they are driving as opposed to “down time”. An example of down time: the act of waiting for an athletic event to be completed prior to transporting students back to their respective schools. The act of conducting a “pre-trip” inspection of the bus will be included in the additional compensation of the driver.

## New Hired Employees

Newly hired employees may be placed on a higher wage step than a currently employed bargaining unit member within the same classification if a greater amount of applicable skills or experience exists. This wage adjustment is to be determined by the administration.

## Article VIII

### Insurance

The Gorham Randolph Shelburne Cooperative School District will participate in and continue its contribution to a medical program, life insurance, disability program, and dental program. The Gorham Randolph Shelburne Cooperative School District will compensate those full-time school year employees not subscribing to the medical insurance plan at the rate of \$2,250.00

#### A. Medical

All medical in this section shall be provided on a full or prorated basis for the HMO \$15/\$40 co-pay with an in-hospital deductible plan for family, two-person, or single coverage, according to the following:

Less than 24 or fewer hours - 0% the employee may purchase insurance at the group rate

24 to 32 hours per week - 72% of HMO

32 plus hours per week - 80% of HMO

Beginning with all new hires as of July 1, 2019, the GRS Cooperative School District will pay based on the following:

Less than 24 hours per week – 0% of District plan

24 to 32 hours per week – 70% of District plan

32 plus hours per week – 75% of District plan.

The district will make available a HRA debit card for those enrolled for eligible deductions and section 213 D expenses as follows: Family - \$3,000, two person - \$2,000, and single - \$1,000.

In the event a unit member signs a contract to return for the next year and resigns prior to September 15, the unit member will be required to reimburse the district for the full amount (100% of the premium) or health and dental insurance benefits paid by the district for the months of July and August for the unit member's health and dental insurance.

If it becomes necessary for the medical insurance provision(s) to be revisited, due to the "Cadillac Plan" provisions of the Federal Healthcare Act or other changes to Health Care Laws both parties agree to reopen the contract for change in medical insurance and medical benefits only.



**B. Dental:**

All dental benefits in this section shall be provided on a full or prorated basis according to the following:

Less than 24 or fewer hours	0%	the employee may purchase insurance at the group rate
24 to 32 hours per week	80%	
32 plus hours per week	100%	

The Board will pay a full single subscriber equivalent of the Delta Dental Plan A, B, and C; and/or fifteen percent (15%) of the difference between the single and that required by a participant's family situation.

Coverage A	100%
Coverage B	80%
Coverage C	50%
Maximum per person per year is \$1,250.00	

**C. Life Insurance and Disability Program:**

The Gorham Randolph Shelburne Cooperative School District will pay full premium for current levels of life insurance and disability program for all staff members contracted for 24 hours or more per week. The weekly disability benefit is 70% of weekly pay up to a maximum of \$500 per week. Maximum benefit period is 52 weeks. Life insurance is 100% of the person's annual pay, subject to a minimum of \$20,000 and a maximum of \$50,000. This will be a convertible policy.

**D. Section 125 Account:**

Employees will have access to a Section 125 Account for premium contributions and any other qualified contributions allowed under the Internal Revenue Service up to the maximum allowable limit as available currently in the Gorham Randolph Shelburne Cooperative School District.

## **Article IX**

### **Safety Conditions**

A Joint Loss Management Committee for the Gorham Randolph Shelburne Cooperative School District has been formed as of October, 2003. The Lost Prevention Management Program was officially adopted by the School Administrative Unit No. 20 Board in May, 2004. A current copy is available and distributed to all employees.

The Committee meets on a quarterly basis and conducts formal sight inspections on a yearly basis.

## **Article X**

### **Grievance and Arbitration**

A grievance is defined as an alleged violation, misinterpretation or misapplication with respect to one or more support staff of any provisions of this agreement. Grievances shall be resolved exclusively in accordance with the procedures set forth.

All formal grievances shall be submitted in writing on a form developed by both parties. Within fifteen (15) employee working days of its occurrence the grievance and all information relative thereto must be discussed by and between support staff aggrieved and his or her immediate supervisor having the authority over the said support staff member. A grievance shall be deemed waived if it is not presented in accordance with the procedures and schedules set forth herein. No support staff member shall suffer any reprisals by the Board, Superintendent, Principals, or Supervisor because of due participation in the procedures set forth.

By mutual agreement a grievance may start at the level of the Superintendent of Schools providing that the grievance is in writing and within fifteen (15) employee working days of occurrence.

If the matter is not settled at the Supervisor level within ten (10) employee working days, the grievance shall be referred to the Superintendent of Schools.

The support staff member and/or the authorized representative of the Association shall be required to submit the grievance in writing to the Superintendent of Schools. The Superintendent must discuss the matter with the support staff member and/or authorized representative within five (5) employee working days of receiving the written grievance. Charges not submitted and discussed by either party at the time may not be given subsequent consideration. The Superintendent's response to the grievance shall be made in writing within ten (10) employee working days of said discussion. If the matter is not resolved within ten (10) employee working days of said discussion, and the support staff member and/or the Association wishes to pursue it further, the matter may be submitted to the Board in accordance with the following procedure.

Within ten (10) employee working days of having received the written response from the Superintendent, the Association may submit the written grievance with all attached responses to the Chairman of the Board through the Superintendent. The Chairman, within ten (10) days of receipt of the grievance, shall designate a reasonable time and place for discussion of the matter with a representative of the Association and the employee involved. Within fifteen (15) employee working days of the said meeting, the Board shall render its decision in writing.

If after thorough discussion, the grievance has not been satisfactorily resolved, the Association may request arbitration by writing to the Chairman of the Board no later than fifteen (15) employee working days after the rendering of the said decision of the Board or the expiration of the time limit for its rendering.

The Association and the Gorham Randolph Shelburne School Board shall mutually agree to an arbitrator within ten (10) employee working days.

If agreement cannot be reached, the American Arbitration Association shall within ten (10) days appoint an arbitrator.

The arbitrator shall hold a hearing and render a decision within thirty (30) days of the hearing.

The decision of the arbitrator shall be final and binding for the duration of the Agreement provided that it does not vary, modify, or add to the express terms and provisions of this Agreement.

The services and expense of the arbitrator shall be shared equally by the Association and the Board.

**Article XI**  
**Notice of Vacancies**

Notices of vacancies within the Gorham Randolph Shelburne Cooperative School District will be posted in house at the same time as advertised, on the official bulletin board in each building. Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned.

When a vacancy arises in any support staff position, qualified people presently on staff will be given consideration.

**Article XII**  
**Reduction in Force**

Whenever it becomes necessary to decrease the number of the bargaining unit, the Gorham Randolph Shelburne School Board shall notify members of the bargaining unit within the same classification of the intent not to renominate, but only in the inverse order of seniority.

In a reduction in force situation, bus drivers and custodians shall be considered as a single classification.

All probationary staff shall be released first in any category

During the year following a layoff, unit members who have been laid off shall be recalled for openings within the category from which they were laid off. This recall shall be conducted in the order of seniority.

**Article XIII**  
**Contractual Validity**

This Agreement is to be construed as being in conformity with the laws of the State of New Hampshire. Should any provisions be found to be in violation of the law or statutes of the state of New Hampshire said provision shall be null and void, but the remainder of this Agreement not deemed by either party to have been affected by said nullification, shall remain valid and effective. In the event of nullification, the parties agree to meet and discuss the replacement of the said provision and the alteration (if requested by either party) of other provisions (except economic matters) affected by the said nullification or replacement.

## Article XIV

### Terms, Duration, and Negotiation

Negotiation procedures will be consistent with RSA 273-A. All collective bargaining shall be conducted between the Gorham School Board or its representative(s) and the Association or its representative(s).

- A. This Agreement shall be effective beginning July 1, 2019, and shall remain in effect in all aspects until June 30, 2022, and from year to year thereafter unless either party shall notify the other by registered mail, return receipt requested, on or before November 1, 2021 or the first day of November thereafter of the party's desire to change its provisions or to terminate the agreement and negotiate a successor agreement. Changes desired by the party notifying hereunder will be presented at a meeting agreeable to the parties. Both parties agree to begin negotiations then in good faith effort to reach agreement on all matters raised by either party concerning areas covered by this Agreement.
- B. Ratification: This Agreement and all subsequent amendments and changes shall become effective after ratification by the GRS Support Staff/NEA-NH and the Gorham Randolph Shelburne Cooperative School Board and signed by representatives of each.

FOR THE GRS COOPERATIVE SUPPORT STAFF/NEA-NH –

Bernice Bullock 3-8-19

FOR THE GORHAM RANDOLPH SHELburne COOPERATIVE SCHOOL BOARD

Jo Caputo 3-11-19



**APPENDIX A**

**SEVERANCE PAY DESIGNEE FORM**

I, \_\_\_\_\_, designate \_\_\_\_\_

\_\_\_\_\_ as my

survivor(s) and they shall receive this severance benefit under the current contract. This statement shall remain in full force unless or until I execute a new form.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Witnessed: \_\_\_\_\_

Dated: \_\_\_\_\_

## APPENDIX B

### Support Staff Salary Schedules

#### GRS COOPERATIVE SCHOOL DISTRICT 2019-2022 Salary Schedule

(Years One/Two/Three)

	<b>Step</b>	<b>Admin Ass't</b>	<b>Para Educator</b>	<b>Custodian</b>	<b>Bus Driver</b>
	1	\$ 12.23	\$ 11.56	\$ 12.65	\$ 14.65
	2	\$ 12.97	\$ 12.27	\$ 13.39	\$ 15.39
	3	\$ 13.70	\$ 12.98	\$ 14.12	\$ 16.12
	4	\$ 14.44	\$ 13.69	\$ 14.86	\$ 16.86
	5	\$ 15.18	\$ 14.41	\$ 15.60	\$ 17.00
Off-Yr 1	6	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
Off-Yrs 2-3	7	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40

***Equivalent to 2018-19 Scale***

Step 1	3
Step 2	5
Step 3	7
Step 4	9
Step 5	11

***Note: When applying the Driver Rate of \$2.00; maximum is \$17 and/or Non Driving Rate based on Custodian track***

# Appendix C

## GRS Cooperative Support Staff- Grievance Report

Grievance No. \_\_\_\_\_

Name of Grievant \_\_\_\_\_ Date filed \_\_\_\_\_

Building \_\_\_\_\_ Position \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_ School Phone \_\_\_\_\_

Date of alleged violation or misapplication \_\_\_\_\_

Article(s) of agreement allegedly violated \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

---

Nature and extent of injury or loss involved \_\_\_\_\_

\_\_\_\_\_

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered. \_\_\_\_\_

---

Remedy sought \_\_\_\_\_

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\_\_\_\_\_  
Signature of GRSSS Representative

\_\_\_\_\_  
Signature of Grievant

Disposition by:      Principal

Superintendent

Date answered \_\_\_\_\_

Answer \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature