

AGREEMENT
BETWEEN THE
GOVERNOR WENTWORTH REGIONAL SCHOOL BOARD
AND THE
GOVERNOR WENTWORTH SUPPORT STAFF ASSOCIATION



EFFECTIVE
JULY 1, 2012 - JUNE 30, 2016

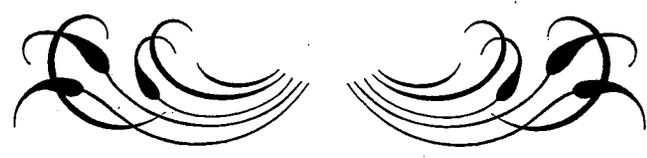


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ARTICLE I

RECOGNITION

- 1.1. The Governor Wentworth Regional School Board recognizes the Governor Wentworth Support Staff Association, an affiliate of the New Hampshire Education Association/National Education Association, as certified by the New Hampshire Public Employee Labor Relations Board for the purpose of collective bargaining pursuant to RSA 273-A as the exclusive representative of:
 - 1.1.1. Assistants and associates (including student support center), media technicians, secretaries, school food service personnel, food service warehouse personnel, bus drivers, custodians (including groundskeepers), and proctors (including hall monitors) who work thirty (30) hours or more per week during the school year employed by the Governor Wentworth Regional School District as certified by the New Hampshire Public Employee Labor Relations Board, but excluding all others, including, but not limited to: head custodians, transportation supervisor, school lunch director, support staff working less than thirty (30) hours per week during the school year and all professional staff and any others excluded pursuant to the provisions of RSA 273-A. Any requirements for certification for the positions listed on 1.1.1. shall be the responsibility of the staff member.
- 1.2. If a petition to modify the bargaining unit is brought before the Public Employee Labor Relations Board, the final ruling of the Labor Board shall be immediately implemented.
- 1.3. Definitions: The following list of terms will be used frequently in this agreement and when they are used, will refer to the definitions described below, unless otherwise stipulated.
 - 1.3.1. The term SCHOOL shall mean, Carpenter School, Crescent Lake School, Effingham School, Kingswood Regional Middle School, Kingswood Regional High School, New Durham School, Ossipee Central School, Tuftonboro Central School, and the Lakes Region Technology Center facilities or any of the facilities owned or leased by Governor Wentworth Regional School District for the purpose of educating students.
 - 1.3.2. The term EMPLOYEE means those people certified by the New Hampshire Public Employee Labor Relations Board to be represented by the Association in this bargaining unit.
 - 1.3.3. The term BOARD means the Governor Wentworth Regional School Board.
 - 1.3.4. The term ASSOCIATION means the Governor Wentworth Support Staff Association.
 - 1.3.5. The term PARTIES means the Board and the Association.
 - 1.3.6. Whenever the singular is used in this Agreement, it is to include both genders.

ARTICLE II

NEGOTIATION PROCEDURES

- 2.1. The Board and the Association agree to enter into collective negotiations in a good faith effort to reach an agreement concerning the terms and conditions of employment in accordance with RSA 273-A.
 - 2.1.1. Terms and conditions of employment are as defined in RSA 273-A 1; definition XI.
 - 2.1.2. The Board will furnish to the Association, upon request with reasonable notice, information that is in the public domain. Requests for multiple copies of any such information shall be at cost to the Association.
 - 2.1.3. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist or represent them in

negotiations. It is understood that any agreement reached on cost items is subject to the approval of the legislative body and no agreement shall be considered final until such approval is obtained.

- 2.1.4. Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of the signed agreement shall be filed with the Public Employee Labor Relations Board within fourteen (14) days of the signing.
- 2.2. If an agreement is not reached within sixty (60) days of the budget submission date, either party may declare an impasse and utilize the procedures set forth herein to resolve the impasse.
 - 2.2.1. When the impasse is declared, the parties will attempt to determine a mutually acceptable mediator, or failing agreement, shall request the Public Employee Labor Relations Board to appoint a mediator.
 - 2.2.2. The mediator shall meet with the parties jointly and/or separately and will take such steps as are deemed appropriate in order to persuade the parties to resolve their differences and affect a mutually acceptable agreement. Any hearing will be held in closed session.
- 2.3. If the mediation effort does not result in agreement within forty-five (45) days of the budget submission date either party may request fact-finding.
 - 2.3.1. The parties will attempt to determine a mutually acceptable fact finder, or failing agreement, shall request the Public Employee Labor Relations Board to appoint a fact finder.
 - 2.3.2. The fact finder will make and report findings of fact, together with recommendations for resolving each of the issues remaining in dispute, which findings and recommendations shall not be made public until the two parties have considered them for ten (10) days.
 - 2.3.3. If either party rejects the fact finder's recommendations after ten (10) days of consideration, then the findings and recommendations shall be submitted to all employees certified to be represented by the Association and to the full Board, which shall vote to accept or reject so much of the recommendations as is otherwise permitted by law.
 - 2.3.4. If either the employees certified to be represented by the Association or the full Board reject the recommendations, then the findings of fact and recommendations shall be submitted to the voters at the Annual School District Meeting, which shall vote to accept or reject so much of the recommendations as is otherwise permitted by law.
 - 2.3.5. Those issues still in dispute following the action of the voters shall be negotiated further by the two parties in accordance with RSA 273-A.

ARTICLE III

ASSOCIATION RIGHTS

- 3.1. The Association and its representatives may be permitted the use of school buildings for meetings and the use of school internet and communication technology including duplicating equipment with advance notice to and approval of the building principal. Any such use resulting in a cost to the District shall be borne by the Association.
- 3.2. When an employee representing the Association is required to meet with the Board during the school day in the negotiation process, the employee will be released from her/his regular duties without loss of pay. Those required to meet with the Board will be determined by mutual consent if other than the regular representatives of the employees in negotiations.

- 3.3 The president of the Association shall, upon request, be provided in writing a complete list of employees covered by this agreement. This list will include the employee's name, current track/classification, place of employment and years worked in the district. The president shall make said request in writing after the 20th of September and shall receive the information from the SAU Office within ten (10) working days. It is understood by both parties that the information provided will be accurate only through September 20th of the contract year.

ARTICLE IV

DUES DEDUCTION

- 4.1. It is agreed by and between the Board and the Association that upon receipt of written authorization signed by the employee, the Board shall deduct an amount to provide payment of dues for membership in the Governor Wentworth Regional Support Staff Association and related affiliates from the regular bi-weekly pay check of such employee. Said written authorization shall be in the form included under Appendix "D" of the Agreement.
- 4.1.2. Payroll deduction for membership dues submitted to the SAU Office will begin in the subsequent pay period and the deduction amount will be as evenly distributed as possible among the remaining pay periods. Deductions will be made throughout only the school calendar pay periods.
- 4.2. The Association releases the Board from any liability as a result of dues deductions from employees as described above. Should an employee leave before deductions are completed, the Board shall transmit only the amount thus far deducted.
- 4.3. Other than as a result of the termination of employment or a change in assignment outside the scope of the Recognition Clause of this Agreement, the dues deducted from an employee's bi-weekly pay-check will continue until the full amount indicated on the authorization form has been collected or until the employee obtains a written release from the President of the Association on the prescribed form found in Appendix "D". Said payroll deduction will cease as soon as reasonably possible after notification is received by the Superintendent's Office. Both the Association and the employee agree to hold the District harmless in any dispute that they may have with each other regarding the payroll deduction of Association dues.

ARTICLE V

EMPLOYEE RIGHTS

- 5.1. Any employee called to serve on jury duty shall receive full compensation and benefits minus any and all compensation received as a result of serving on jury duty. All attempts will be made by the individual to fulfill her/his assigned duties.
- 5.2. Each employee has the right to an individual contract by April 15 of each year. All regularly scheduled hours shall be included in the contract. During the school year, scheduled hours shall not be modified or reduced specifically to avoid the payment of overtime. The Board reserves the right to determine the scheduled hours of transportation services.
- 5.3. No employee will be required to appear before the full Board concerning any matter in which action is contemplated which would adversely affect the continuation of the employee's employment unless twenty-four (24) hours prior written notice has been given.
- 5.3.1. The employee is entitled to have a representative present to advise and represent her/him.
- 5.4. Overtime pay will be in accordance with State and Federal labor laws.

- 5.5. Attendance at any courses/workshops/meetings, etc., required by the District, shall be paid at the regular hourly wage, including overtime if applicable, plus mileage reimbursement.
- 5.6. An employee shall not be required to provide transportation for, nor dispense medication to, any student unless such duties are a requirement of employment and are specified in his/her specific job description.
- 5.7. Employees covered by this Agreement shall be given the same limits of insurance protection under the District's general liability policy as is provided for administrators and teachers. Said coverage, however, is dependent upon a claim(s) arising from an act(s) by the employee while engaged in an action for or on behalf of the District that is solely within the scope of service contemplated by the District and made in good faith by the employee.

ARTICLE VI

VACANCIES, TRANSFERS, AND REASSIGNMENTS

- 6.1. The Superintendent shall determine when a vacancy exists and all vacancies shall be posted. Notice of such vacancies as well as notices of employment for filled vacancies shall be mailed to the association president in a reasonable and timely manner.
- 6.2. Employees desiring to be considered for a vacant position will make application for such position within one week (7 days) of the date the vacancy is posted.
- 6.3. Employees who desire a change of assignment, or who desire to transfer to another building may file a written statement with their immediate supervisor at the time the position is posted. Such statement will include the position desired and the school(s) to which the employee desires the transfer. Any employee requesting a transfer for which he/she is qualified shall be granted an interview.

ARTICLE VII

LEAVE BENEFITS

- 7.1. Employees shall be granted temporary leaves of absence from school as herein set forth.
 - 7.1.1. Sick Leave: Leave with pay will be granted due to personal, mental or physical illness or disability.
 - 7.1.1.1. A doctor's certificate may be required upon return from an absence of three or more consecutive days.
 - 7.1.1.2. Sick leave time will be earned at the rate of 1.5 days per calendar month, September through June. Employees working fifty-two (52) weeks per year accrue from July through June.
 - 7.1.1.3. The unused sick leave days shall accumulate from year to year.
 - 7.1.1.4. Any accumulation of sick leave days which present employees have attained as of the effective date of the Agreement shall be retained.
 - 7.1.1.5. Employees will be entitled to twenty-five dollars (\$25.00) for each day of unused sick leave up to a maximum of ninety days (90) upon leaving the District after ten (10) years of service, the last five (5) years of which shall have been consecutive.
 - 7.1.1.6. If an employee with accrued sick-leave is reduced to part-time status, it is agreed that said accrued leave will be reinstated in full provided that the employee regains full-time employment status and her/his employment by the District is without interruption.

- 7.1.1.7 In case of serious or catastrophic illness in the immediate family, the employee will be allowed to use all of her/his accumulated sick leave. "Immediate family" in this case shall be defined as husband, wife, domestic partner (requires completed affidavit in Appendix F), children or the employee's parents. To be able to use paid leave for this purpose, the employee must provide a letter from the attending physician indicating the existence of a serious or catastrophic illness for a qualified family member. The letter from the physician regarding the catastrophic illness should briefly explain why the employee must be excused from work (i.e. "Needs to arrange for long-term care for a catastrophically ill mother.") and specify the expected duration of the recommended leave. No other details, particularly those addressing specific information about the illness, need to be provided to the District.

GWSSA - Sick Bank Guidelines

As referenced in Article 7.1.1.7 of the CBA 7/1/12 – 6/30/16

In case of serious or CATASTROPHIC ILLNESS IN THEIR IMMEDIATE FAMILY the members will be allowed to use all their accumulated sick leave, and if necessary be allowed to make a request to the sick bank. "Immediate family" in this case, shall be defined as: husband, wife, dependent children or domestic partner. Approval for such requests shall be made at the discretion of the Sick Leave Bank Committee.
Effective: 12/8/09

- 7.2. Illness in the Immediate Family: All employees covered by this agreement shall be allowed up to five (5) days leave per year with pay (non-accumulative and deducted from sick leave) in case of illness involving a member of the immediate family.
- 7.2.1. The term "immediate family" shall be construed to mean spouse, domestic partner, children, parents, grandparents, grandchildren, parents-in-law, siblings, and other residents of the same household.
- 7.3. Personal, Emergency and Death Related Leave: Two (2) days of personal/emergency leave (non-cumulative) during the school year, three (3) for employees working fifty-two weeks, and five (5) days death related (non-accumulative) may be granted with pay upon recommendation of the Principal (or immediate supervisor for employees not assigned to a school) and the approval of the Superintendent.
- 7.3.1. Such requests shall be dated and submitted in writing at least one (1) week in advance unless an emergency occurs where one (1) week advance notice is impossible. A recommendation shall be made by the immediate supervisor within two (2) days of the date of submission.
- 7.3.2. Personal leave shall be granted for three (3) categories: personal business, legal matters or family matters. Reasons for personal leave will need to be for urgent and compelling matters that must be handled during regular working hours. Further disclosure shall not be necessary.
- 7.4. Military Leave: Employees who are in reserve status at the time of their initial employment by the District or upon the effective date of this agreement and who are called to active duty in any of the United States military services which cannot because of national emergency be postponed or deferred, will be compensated for such absence from their duty to the District to the extent that the District will pay the difference between their weekly salary and their weekly military pay for the remainder of that school year.

- 7.5. Other Leaves of Absence: Upon recommendation of the Superintendent, an employee may be granted a leave of absence without pay. It is understood that management shall have discretion to offer such leave with or without the continuation of the District's contribution toward health and dental insurance during the period of the leave. It is further agreed that any employee accepting unpaid leave without continuation of the District's contribution to Health & Dental Insurance shall have the right to self-pay. The factors set forth in John B. Robertson's letter dated 11/27/2006 will be taken into consideration when considering absences without pay. (See Appendix E).
- 7.5.1. The number of leaves for a full year shall be limited.
- 7.5.2. Upon return from such leave, the employee shall be placed at the same salary level she/he received on leaving the district.
- 7.5.3. The Board shall act on all leave requests.
- 7.6. Sick Leave Bank: The Board agrees to continue a sick leave bank to cover employees in the event of a long-term illness.
- 7.6.1. The sick leave bank shall be administered by a committee composed of three (3) members of the Association appointed by the President, hereinafter called the Sick Leave Bank Committee.
- 7.6.1.1. The Sick Leave Bank Committee shall meet when requests are made to the sick bank.
- 7.6.1.2. A majority of the members present shall constitute a quorum and a majority vote shall decide all questions.
- 7.6.2. Each employee wishing to be covered agrees to donate one (1) day in a one-year period to be deposited in said bank, such days to be deducted from the employee's annual sick leave until a minimum of two hundred (200) days are accrued, and shall be carried over from one year to the next.
- 7.6.3. Each succeeding school year shall be a new enrollment period.
- 7.6.4. When the bank is depleted below one hundred (100) days, members of the bank may be required to donate one (1) day annually until the accrual reaches two hundred (200) or more days.
- 7.6.5. A member shall become eligible to request extended benefits from the Sick Leave Bank after an incapacitating illness, disability or surgical procedure, provided the member has exhausted all accrued sick leave. Approvals for such requests shall be made at the discretion of the Sick Leave Bank Committee.
- 7.6.6. Upon presentation of satisfactory medical evidence to the Sick Leave Bank Committee, and approval of said Committee, the Committee shall forward its recommendation to a member of the Administration appointed by the Superintendent.
- 7.6.7. Upon recommendation of that Administrator and approval of the Board, an employee may be granted up to fifty (50) additional days (in addition to the regular) sick leave.
- 7.6.7.1. During such additional sick leave, any and all benefits normally provided an employee shall continue.
- 7.6.8. The Superintendent's Office shall return all unused sick days given to a member, but not used, to the Sick Leave Bank Committee.
- 7.6.9. Guidelines for application by an employee to the Sick Leave Bank shall be determined by the Sick Leave Bank Committee and published by the said Committee.

7.7. HOLIDAYS:

If an employee is required to work both the last workday prior to a holiday and the first day after a holiday, he/she shall be entitled to a paid holiday in the amount of what the employee would

receive for a normal day of work. Should the holiday occur during the District's Thanksgiving, Christmas, Winter or Spring Breaks, the last and first day that pupils are in school shall be considered the workdays that immediately precede and follow the holiday. The specific holidays for which holiday pay may be received are:

- July Fourth
- Labor Day
- Columbus/Discovery Day
- Veteran's Day
- Thanksgiving and Recess (2 days)
- Christmas Day and the day before or the day after Christmas (2 days)
- New Year's Day
- President's Day (must be taken during February vacation period)
- Additional holiday-must be taken during April vacation
- Memorial Day

Holiday pay is not included in determining whether an employee is eligible for overtime pay.

7.8. VACATIONS: Employees who work fifty-two (52) weeks per year will have the following vacation time non-accumulative:

- 7.8.1. After twelve (12) months, two (2) weeks annually.
- 7.8.2. After five (5) years of continuous employment, three (3) weeks.
- 7.8.3. After twenty (20) years of continuous employment, four (4) weeks.
- 7.8.4. All vacations will be subject to the approval of the building principal and will normally occur during the summer months. Unused vacation time will not be paid at the time of termination.

7.9. Meetings and Conferences: Absence with full pay will be allowed for leave approved in advance by the Superintendent when employees are required or requested to attend job related meetings and conferences or for trips involving school business.

- 7.9.1. All requests for such absence will be made in writing at least one (1) week in advance, when possible to the principal, and if recommended, will be submitted to the Superintendent for approval.
- 7.9.2. The number of absences allowable for job related leaves is a value judgment on the part of the Superintendent of Schools and is subject to budget limitations and not subject to grievance. The number of leave days granted on any given day shall be limited in number.

ARTICLE VIII

HEALTH INSURANCE, DENTAL INSURANCE AND PHYSICAL EXAMINATIONS

8.1 For the 2013-16 school years, eligible and enrolled employees shall be entitled to participate in the SchoolCare Open Access Plus health plan at no premium expense to the employee for a single, 2-person or family plan. Should an employee want to participate in one of the other plans offered by SchoolCare such as their POS or HMO, the employee may do so, but is responsible for paying any difference in premium costs between it and the premium payments required for participating in the Open Access Plus plan. Said payment shall be done through payroll deduction. By mutual agreement of both parties, an alternate health care plan of equal or lesser premium costs may be substituted for SchoolCare.

8.1.1 Any employee eligible for health insurance who elects not to participate in the plan shall have \$1,000.00 added to her/his salary for the contract year in which

the election is made provided written proof from the insurance carrier is provided by the employee showing that he/she has alternate health care coverage. It is understood that enrollment decisions can only be made once during the contract year. Said payments shall be made in two (2) equal installments (December and June of the contract year).

- 8.2 For the 2013-2016 school years, eligible and enrolled employees shall be entitled to the same level of dental coverage and same level of premium payment as is offered to the Teachers' Association during each respective school year. The employee shall pay any excess premium costs.
- 8.3. The Board shall provide, without cost to the employee, a group term life insurance policy of \$15,000.00 that includes accidental death with double indemnity.
- 8.4. All bus drivers and kitchen staff employees shall have a physical examination prior to employment, and bus drivers shall have physical examinations every two years unless an annual examination on any specific driver is requested by the Transportation Supervisor.
 - 8.4.1. The District shall reimburse any employee required to have such a physical exam for costs not made by any health insurance plan as follows:
 - a. Up to \$100 for a physician selected by the employee.
 - b. Up to \$125 for a physician designated by the District.
 - 8.4.2. All physicals must be submitted on physical forms supplied by the Superintendent of Schools' Office.
- 8.5. The Board will provide for IRS code - section 125 for all support staff. It is understood that this is done with no additional cost to the district. If there is an additional cost, it will be distributed equally amongst participants.

ARTICLE IX

COMPENSATION

- 9.1. The determination of an individual employee's rate of pay shall be the sole discretion of the Board, based upon the classification and wage scale in effect for the specific school year of employment as shown in Appendix A.
 - 9.1.1. Wages for bus drivers shall be determined by the elements of agreement set forth in Appendix C.
- 9.2. Employees who work fewer than 52 weeks may elect to have a portion of their weekly wages held in escrow. Payment of these withheld funds shall be made no later than the second pay period after June 30. This amount shall be equal to a fractional part of the weekly pay, equal to the number of bi-weekly pay periods the employee works. There will be no interest paid on the escrowed wages.
- 9.3. Service stipends will be paid as described in Appendix A.
- 9.4. Hourly wage employees will receive a full day's pay for delayed openings and early release days due to weather or other school related emergencies.
- 9.5. Employees required in the course of their work to drive personal automobiles from one school building to another or to attend required meetings, shall receive a car allowance per mile equal to the federal (IRS) mileage reimbursement rate.
- 9.6. The Governor Wentworth Regional School District agrees to pay for the actual cost of electricity used by the bus drivers to keep bus engines warm in the winter upon invoice from the employee (from employee shall mean written notification of the costs) provided said invoice is submitted no later than May 1 of the school year for which the claim is made.
- 9.7. In recognition of service to the District, a payment of ten (10) percent of the employee's comparable starting annual wage shall be paid upon retirement to the employee who

has worked in the District a minimum of twenty (20) cumulative years prior to retirement and who is employed by the District upon retirement.

9.7.1. Starting salary shall mean the minimum starting salary for the position the individual holds and computed on the equivalent of employment for the school year on the basis of the normal number of hours and weeks for which the member has been employed.

9.8. Upon the death of an employee during the school year who has been employed by the school district five (5) cumulative years at the time of death, a sum equivalent to one (1) month's wages for the individual employee, in addition to all monies due her/him at the time of death, shall be paid to the spouse, dependent children or to the estate.

ARTICLE X

PROFESSIONAL IMPROVEMENT

- 10.1. The Board agrees to budget Ten Thousand (\$10,000) Dollars each school year for course reimbursement for work related courses, conferences and workshops for employees covered by this Agreement.
- 10.1.1. Courses taken for graduate credit and/or a bachelors or associate degree.
- 10.1.2. Courses directly related to the employee's field of activity or required for degree candidacy.
- 10.1.3. Passing grade of C or better is required in traditionally graded courses. For ungraded courses or non-traditional graded courses, successful completion of the course as defined by the institution where the course is being given, will constitute creditable work.
- 10.1.4. Employees shall be granted up to Seven Hundred (\$700.00) Dollars yearly provided said funds referenced in section 10.1 have not been exhausted.
- 10.1.5. Courses, conferences and workshops may be prepaid by the district with provisions made for repayment of money to the district if the course is not satisfactorily completed or the conference/workshop is not attended. The Superintendent will have the authority to grant such a request.
- 10.1.6. Periodically, the District shall hold Conflict Prevention Training (CPI or Restraint Training) for its employees. Those who are required to attend these sessions will be paid for the time spent in training at her/his normal hourly rate. The determination of who must attend shall be made by the Building Principal or the Director of Special Education and require the approval of the Superintendent of Schools. Other employees may attend said training sessions, but will not receive compensation.

ARTICLE XI

FAIR TREATMENT

- 11.1. The employee shall be notified as soon as possible of any alleged deficiencies, shall have indicated to her/him expected improvements, and shall be given a reasonable period of time for these improvements to be made unless the deficiency results in the employee being discharged.
- 11.2. No employee shall be suspended, disciplined, reprimanded, reduced in rank or compensation without just cause. All information forming the basis for disciplinary action will be made available to the employee, the administration and the Board.
- 11.3. Employees shall, upon notice, have the right to review the content of their personnel file and to receive copies of any documents contained therein at cost.
- 11.4. No material derogative to an employee's employment shall be placed in the employee's personnel file unless a copy has been sent to the employee.

11.4.1. The employee shall have an opportunity to place an explanation in his personnel file concerning the derogatory material and have such a response attached to that material.

ARTICLE XII

SAVINGS CLAUSE

12.1. If any article or part of this agreement is held to be invalid by operation of law, the remainder of the agreement shall not be affected thereby and the parties will enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part thereof.

ARTICLE XIII

GENERAL PROVISIONS

- 13.1. This agreement may not be altered, changed, added to, deleted from or modified without the voluntary mutual consent of the parties in writing; and any change must be made in the form of a signed amendment to this agreement signed by the parties. This agreement shall replace any policies of the Board that are contrary to the specific terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- 13.2. Copies of this agreement between the Board and the Association shall be reproduced within thirty (30) days of the final signing of the agreement or the annual school district meeting or after all issues have been resolved, whichever is later. The Board will also distribute copies of this agreement to all employees now and hereafter employed by the Board. The Board and the Association agree to share equally the costs of reproducing and distribution of this agreement.
- 13.3 The Board agrees to accept input on the development of the District Calendar.

ARTICLE XIV

GRIEVANCE PROCEDURE

14.1. DEFINITIONS:

14.1.1. Grievance or Complaint means an alleged violation, misinterpretation, or misapplication of any provision of this agreement except a matter for which a review or appeal is provided by law.

14.1.2. An Aggrieved is the person or persons making the complaint.

14.1.3. A Party In Interest is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

14.2. In the event the Aggrieved feels there has been a violation, misapplication, or misinterpretation of any provisions of this agreement affecting her/him, he/she may initiate a grievance in an effort to resolve the complaint in accordance with the following procedure.

14.3. INFORMAL STEPS:

An aggrieved will first discuss the matter in a conference with the immediate supervisor directly responsible. It is expected that most grievances will be satisfactorily resolved through this procedure.

14.4. FORMAL STEPS:

14.4.1. **STEP ONE:** If a grievance persists after a conference with the immediate supervisor directly responsible, the aggrieved shall, within ten (10) calendar days reduce the grievance to writing on the prescribed form (see Appendix B) and submit it to the Superintendent who will make a reasonable attempt to meet with

the grievant to consider the evidence provided by the aggrieved and prescribe any corrective action, if necessary, within fifteen (15) calendar days.

- 14.4.2. **STEP TWO:** Any appeal from the decision of the Superintendent shall be submitted in writing by the aggrieved within ten (10) calendar days to the School Board, through the Superintendent of Schools, and the Board at its option may set a time and place for a hearing which will not be less than five (5) calendar days nor more than thirty (30) calendar days from receipt of the written appeal. The date of the hearing may be postponed or made sooner by mutual agreement of both parties. All hearings conducted by the School Board shall:
- 14.4.2.1. Be in executive session of the Board with only interested parties present unless the aggrieved requests an open meeting.
 - 14.4.2.2. Give all interested parties the opportunity to be represented by counsel, to present sworn testimony, to present witnesses and documentary evidence, to cross examine witnesses offered by other parties, to give reasonable oral arguments, and to file typewritten briefs. Copies of all briefs, notices, and requests shall be reasonably furnished to all parties.
 - 14.4.2.3. The School Board shall render a decision in writing within thirty (30) days after the hearing has been concluded.
- 14.5. **STEP THREE:** If the decision of the School Board does not resolve the grievance to the satisfaction of the aggrieved, and the aggrieved wishes review by a third party, the aggrieved shall so notify the School Board, through the Superintendent, within ten (10) days of the receipt of the Board's decision. Either party may then initiate a request for advisory arbitration pursuant to the rules of the American Arbitration Association. The fees and expenses of the advising arbitration shall be shared equally by the two parties.
- 14.6. Failure at any of the above steps of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved to lodge an appeal to the next step of this procedure. Failure at any of the above levels of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Time is of the essence with respect to all time limits and/or timelines specified within Article 14 of this Agreement.
- 14.7. A grievance to be considered under this procedure must be initiated within twenty (20) calendar days from the date when the employee knew or should have known of the occurrence.
- 14.8. It is understood that the parties involved and witnesses will be guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to processing a grievance.
- 14.9. The action of the School Board following the advice of the arbitrator shall be final except as the State or Federal law provides subsequent action.
- 14.10. The advice of the arbitrator shall be limited to the application of the specific written terms of this agreement and shall not permit any recommendation which in any way would change, alter, or modify the specific written agreement between the parties.
- 14.11. If the Association is not satisfied with the Board level decision, and either the Association or the Board is unwilling to agree to submit the dispute to binding arbitration, the dispute shall be resolved in accordance with the provisions of RSA 273:15 and the Association may bring an action, without respect to the amount of damages in the Superior Court of Carroll County, State of New Hampshire.

ARTICLE XV

LAY OFF

- 15.1. The Governor Wentworth Regional School District has the right to decrease the number of members in the bargaining unit because of a decrease in enrollment within the program; discontinuance, reduction or reorganization of the program, unit or school. Whenever this shall occur, the Superintendent shall, by April 15, notify members of the bargaining unit of the intent to change assignment, job description or position status for the following school year.
- 15.2. The article shall be in effect immediately upon acceptance of this agreement by both parties.
- 15.3. During a reduction in staff, the following guidelines will be used:
 - 15.3.1. Where possible, staff reductions will be accomplished through normal attrition.
 - 15.3.2. Where normal attrition does not suffice to reduce personnel in line with available and or comparable positions that the employee is qualified for, the following criteria will be considered:
 - 15.3.2.1. Level of performance as determined by the performance assessment, length of experience in the District, needs of the District, prior experience outside the District and voluntary district-wide contributions.
 - 15.3.3. In the inverse order of layoff or reassignment to a comparable position due to a reduction in staff, the employee so affected will be rehired or reassigned to vacancies which may subsequently occur within a period of two (2) years following the layoff or reassignment and for which the employee is qualified. Any sick leave accumulated prior to layoff shall be reinstated at the time of rehire.
 - 15.3.4. The Governor Wentworth Support Staff Association will be notified of any vacancies covered by this Agreement. Said notice shall be accomplished by directly sending the president a copy of the posting at the time the position is posted. Any employee who has been laid off shall be responsible for providing a current mailing address to the Association president by July 1 each year for a period of two years. Said name and address will then be maintained by the Association for notice of comparable vacancies. It is the intent of the Association to notify these employees of appropriate vacancies but failure to do so on the part of the Association shall not be considered a violation of this Agreement or provide any party with grounds for legal recourse.

ARTICLE XVI

CAPTIONS

- 16.1. The captions to the articles in this agreement are used only for convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties thereto.

ARTICLE XVII

DURATION

17.1. The provisions of this agreement will be effective as of July 1, 2012, except as otherwise provided herein, and remain in full force and effect until June 30, 2016 at which time it shall terminate, unless the parties mutually agree in writing to extend the agreement.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS

DAY OF April 18, 2013

Governor Wentworth Support
Staff Association Co-President

Christine Albee
Christine Albee

Governor Wentworth Regional
School Board Negotiations Chairman

Stacy Trites
Stacy Trites

APPENDIX A

WAGE SCALE FOR HIRING NEW EMPLOYEES

EXPERIENCE	TRACK CLASSIFICATION							
	1	2	3	4	5	6	7	8
FY 2013								
0-3 Yrs. Experience	10.99	11.28	11.88	12.43		11.28	13.02	12.63
More than 3 Yrs. Exp.	11.32	11.61	12.22	12.80		11.61	13.41	13.26
FY 2014								
0-3 Yrs. Experience	11.21	11.51	12.10	12.68		11.51	13.28	12.88
More than 3 Yrs. Exp.	11.55	11.84	12.46	13.06		11.84	13.68	13.53
FY 2015								
0-3 Yrs. Experience	11.43	11.74	12.34	12.93		11.74	13.55	13.14
More than 3 Yrs. Exp.	11.78	12.08	12.71	13.32		12.08	13.95	13.80
FY 2016								
0-3 Yrs. Experience	11.66	11.97	12.59	13.19		11.97	13.82	13.40
More than 3 Yrs. Exp.	12.02	12.32	12.96	13.59		12.32	14.23	14.08

Experience must be directly related to the position for which the employee is hired. A returning employee who has been employed for more than one-half school year shall receive the annual hourly wage increase or the "More than 3 Yrs. Experience" rate for the contract year, whichever is greater.

CLASSIFICATION 1

Proctor

CLASSIFICATION 4

Associates, Secretaries
Registrars, Custodians

CLASSIFICATION 7

Food Service Site Supervisor

CLASSIFICATION 2

Clerk Typist

CLASSIFICATION 5

CLASSIFICATION 8

Bus Drivers

CLASSIFICATION 3

Assistants

CLASSIFICATION 6

Food Service Assistant
Food Service Warehouse

WAGE RATE INCREASES FOR RETURNING EMPLOYEES

For Fiscal Years 2013 through 2016, returning employees shall have their hourly wage rate increased by 2% above their previous Fiscal Year wage rates.

In addition to the above, we agree to list any "he/she." hers/his." "her/him" text found in the Agreement in alphabetical order.

SERVICE STIPENDS (Reference Section 9.3)

Effective September 1 of each of the following years, those employees completing either their ninth (9th) or fifteenth (15th) years of service with the Governor Wentworth Regional School District will receive the following annual stipend no later than June 1 of that year:

	<u>9th Year</u>	<u>15th Year</u>
FY 2013-16	0.00	0.00

APPENDIX B
GRIEVANCE FORM
SUPPORT STAFF
GOVERNOR WENTWORTH REGIONAL SCHOOL DISTRICT

GRIEVANCE NUMBER _____
GRIEVANCE RECORD - FORMAL STEPS

NAME OF GRIEVANT _____ DATE FILED _____

Date of alleged violation, misinterpretation or misapplication _____

Specific provision of Agreement allegedly violated _____

Statement of the Grievance _____

REMEDY SOUGHT _____

(Signature - Grievant)

Date answered by the Superintendent _____

Superintendent's statement as to the nature of the grievance

Decision rendered _____

(Signature - Superintendent)

GRIEVANCE SETTLED ON THE BASIS OF THE SUPERINTENDENT'S ANSWER _____

Date

Grievant

CA
GWSSA

ST
GWRSB

APPENDIX C
BUS DRIVER COMPENSATION
JULY 1, 2012 TO JUNE 30, 2016

1. A driver's daily route time will be determined by the Transportation Supervisor as it has been for the past several years (using the same format). Daily rates are based on the length of the route and the longevity that the driver currently has with the district. Annual salaries shall be based on 180 workdays and 9 holidays.
2. As with other support staff employees, drivers shall have pay period two-weeks in arrears of their actual work dates and shall be paid for all reported work done during that particular pay period.
3. Should a change in the route (requiring the approval of the Transportation Supervisor) increase or decrease the driving time, a change in the daily rate for that driver will also occur for the number of driving days and holidays that are impacted by the change in time. Only the daily rate for the driver(s) whose route time(s) actually changes will be affected. All other drivers will retain their daily rates until such time as their specific route time is changed.
4. Drivers who drive trips for additional pay in lieu of their regular routes shall not be paid for the regular route(s) that he/she did not drive.
5. Drivers who elect to drive someone else's route on a temporary or unplanned basis will continue to be paid at the daily rate as provided for their regular position.
6. Swapping of late bus assignments requires the approval of the Transportation Supervisor or her/his assignee. When such swapping occurs it shall be the responsibility of the involved drivers to work out compensation with each other in either time or money. The district shall not be responsible for making adjustments to daily rates for drivers who fail to do their late bus duties or drivers who do someone else's late bus run. Late bus is part of the time already factored in to a daily rate.
7. Late bus is a mandatory part of a driver's daily run and is factored into a daily rate. If the failure of a driver to make this part of her/his run adds expense for a substitute to the district (other than for approved leave as provided in the Master Agreement), said expense shall be deducted from the driver's daily wage rate.
8. Should early dismissal add to the number of daily runs a driver is asked to drive, said driver shall be compensated at her/his hourly rate for the extra run. Conversely, a driver shall not be paid for school days that they are not required to drive. In example, should inclement weather reduce the number of school days from 180 to 179, drivers will only be paid for 179 days. The number of paid holidays (9) shall not be affected by a reduction in school days.
9. Regular drivers will be contracted for a daily rate that uses the above wage table and a route time determined by the Transportation Supervisor. The route time shall allow 15 minutes in the morning and afternoon for inspection and cleaning.

10. Regular drivers asked to drive routes shall be paid \$12.38 per hour or their regular rate, whichever is greater. Overtime is paid when a driver's work hours exceed 40 hours in any work week.

APPENDIX D

GWSSA AUTHORIZATION TO WITHHOLD DUES FROM PAYCHECK

I, _____, do hereby authorize the Governor Wentworth Regional School District to deduct from my bi-weekly pay-check a total of \$ _____, in nearly equal installments, according to the conditions set forth in Article 4 of the Agreement between the Governor Wentworth Regional School District and the Governor Wentworth Support Staff Association dated July 1, 2012 - June 30, 2016. I understand that the authorization given will continue until one of the following conditions exists: 1. The full amount authorized by me is paid; 2. My employment at the Governor Wentworth Regional School District is terminated; 3. My job changes in the Governor Wentworth Regional School District to one not included in the Recognition Clause of this Agreement; 4. The President of the Governor Wentworth Support Staff Association signs the release printed on the bottom of this form releasing me from any further obligation for payment of dues.

I agree to hold the Governor Wentworth Regional School District and its employees harmless for any dispute I may have with the Association regarding the deduction of dues from my bi-weekly paycheck.

Date

Signature

GWSSA RELEASE OF OBLIGATION TO PAY ASSOCIATION DUES

Effective _____, the above noted member, having previously authorized the Governor Wentworth Regional School District to deduct dues from her/his pay-check, is hereby released by the Association from making any further dues payment to the Association. The Governor Wentworth Support Staff Association, therefore, asks the Governor Wentworth School District to cease this deduction as soon as it is possible.

Date

President, GWSSA
Duly Authorized

APPENDIX E

November 27, 2006

Mr. Dan Flaucher
18 Ledge Hill Road
Tuftonboro, New Hampshire 03816

RE: Unpaid Leave

Dear Dan:

Unpaid leaves of absence are covered under section 7.6 of the collective bargaining agreement. The contract states: "Other Leaves of Absence: Upon recommendation of the Superintendent, an employee **may** (bold for emphasis) be granted a leave of absence without pay." Therefore, I believe you are asking what I give consideration to in making my recommendation. The list includes:

1. General attendance of the employee.
2. The employee's history of taking unpaid leave.
3. The length of time that the employee has worked for the District.
4. The reason (necessity or pleasure) for the leave request.
5. Whether the leave could be taken when school is not in session.
6. The timing of the leave (before or after a holiday or weekend).
7. Our ability to find a suitable replacement if needed.

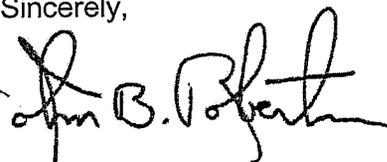
Rather than automatically deny the leave when an employee falls short in any of the above noted areas, I may consider recommending the leave if the employee is willing to pick up the cost of her/his medical insurance. We want to work with employees, but it is unfair to ask taxpayers to pay the benefits for employees who are taking a vacation or engaged in training for another job outside of the District. Whenever possible, I prefer to give them an option rather than simply not recommend the leave.

The District is quite generous in its leave policy. Last year, support staff employees were granted 2,386.2 days of leave (2,186.7 which were fully paid). More importantly, the District has been extremely flexible with employees who have had a legitimate need for any type of leave.

Each situation is unique. However, the criteria set forth above are used in considering all unpaid leaves. This is the same criteria used throughout the current contract period.

Thank you for inquiring about this matter.

Sincerely,



John B. Robertson
Superintendent of Schools

APPENDIX F

GOVERNOR WENTWORTH REGIONAL SCHOOL DISTRICT DOMESTIC PARTNER AFFIDAVIT

Employee's name _____

Employee's social security number _____

Date _____

As a condition of membership for Domestic Partners and their eligible children, the following completed affidavit is required. *This affidavit must be notarized and submitted to the SAU 49 Office.* The information in this affidavit will not be used or released for any purpose other than to establish your eligibility for specific leave benefits unless we have your expressed written consent for other use or release.

We, _____ and _____,
Employee (print) Domestic Partner (print)

Hereby certify under penalty of perjury, that each and every statement contained in this affidavit is true and correct to the best of our knowledge. We agree to all of the terms of this affidavit and declare the following:

I. Declaration of Fact

- A. We are adults and neither of us is legally married. We have resided together in the same legal residence for at least 12 consecutive months as each other's domestic partner. We live in a committed, mutually monogamous, non-platonic family-type relationship and intend to remain so indefinitely.
- B. It has been at least 12 months since either of us has filed a Statement of Termination naming the other as a party or naming another partner.
- C. It has been at least 12 months since either of us has been a party to a divorce or annulment proceeding.
- D. Neither of us is the policy holder in a health benefits plan which covers a spouse, ex-spouse or former domestic partner as a dependent. Neither of us is a dependent on any other person's health plan policy.
- E. We are at least 18 years of age and mentally competent to enter into contracts and are each jointly responsible for the common welfare and financial obligations of the other.
- F. We are not related by blood closer than would preclude lawful marriage in the state where we are legal residents.

II. Change in Domestic Partnership

- A. Each of us agrees to notify the SAU 49 Office of any changes to our domestic partnership, as attested to in the declarations above. For example, if one partner changes residence or if we are no longer each other's sole domestic partner, we will notify the SAU Office. Notice will be in the form of a written statement that provides the date that the termination took place. The Statement of Termination will be filed with the SAU within 30 days of the change, but it will take effect on the date that the relationship changed.

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