



AGREEMENT

Hampstead School Board

and the

Hampstead Association of School Staff

July 1, 2012 - June 30, 2016

**THIS AGREEMENT WAS RATIFIED BY THE HAMPSTEAD ASSOCIATION OF SCHOOL STAFF
ON DECEMBER 6, 2011 AND BY THE HAMPSTEAD SCHOOL BOARD ON DECEMBER 13,
2011. APPROVED BY THE VOTERS ON MARCH 13, 2012.**

HASS AGREEMENT 2012-2016

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PREAMBLE

The Hampstead School Board of the Hampstead School District, hereinafter referred to as the "Board," and the Hampstead Association of School Staff, National Educational Association-New Hampshire, hereinafter referred to as the "Association," agree as follows.

ARTICLE 1 RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive representative of all permanent full and part-time administrative secretaries, secretaries/clerks, paraeducators, and assistant media generalists for the purpose of negotiating with the Board with respect to terms and conditions of employment as defined in the Public Employees Labor Relations Act, RSA 273-A, Definition, XI.
- 1.2 The Association agrees to represent equally all such employees in the unit designated above without discrimination and without regard to membership in the Association.
- 1.3 Definitions:
 - (a) "Employee:" is any person included in the bargaining unit.
 - (b) "Full-time:" employees are those whose normal work week consists of thirty (30) hours or more.
 - (c) "Part-time:" employees are those whose normal work week/year consists of less than thirty (30) hours or less than one hundred-eighty (180) working days. Benefits for which part-time employees are eligible shall be pro-rated in relation to full-time.
 - (d) "Week:" is defined as being Sunday through Saturday.
 - (e) "Day:" is the normal workday as specified for each position.
 - (f) "Year:" is the normal work year as specified for each position.
 - (g) "Full Year Employees:" means an employee whose normal work year consists of fifty-two (52) weeks inclusive of vacation and holidays.
 - (h) "School Year Employee" means an employee whose normal work year is 182 days, exclusive of vacation and holidays.
 - (i) "Extended School Year Employee:" means an employee whose normal work year, exclusive of vacation and holidays is greater than 182 days but less than that of a full year employee.

- (j) "Temporary Employee:" means an employee whose job the Board has created for meeting a short term need (90 days of actual work or less) or a substitute called in to perform the work of an employee who is absent. Temporary employees are not eligible for benefits.
- (k) "School:" means any work location.
- (l) Whenever the singular is used in this agreement, it is to include the plural unless the context indicates otherwise.
- (m) "Spouse:" means an individual legally united to the member by marriage or a civil union.

1.4 This recognition shall not preclude the School Board from communicating with, consulting, or dealing with any individual employee or group of employees for any purpose the School Board shall deem desirable in the discharge of its responsibilities by statute, policy or regulation, nor shall it preclude any employee from consulting, communicating or otherwise dealing directly with the School Board on his/her own behalf, provided such dealings are not in contravention with RSA 273-A.

ARTICLE 2

NEGOTIATIONS PROCEDURE

- 2.1 On or before August 1 of the appropriate year, the Association shall present to the Board its request to negotiate a successor agreement. On or before September 15, the parties agree to enter into negotiations in a good faith effort to reach agreement concerning terms and conditions of employment as defined in RSA 273-A: 1, Definitions, XI:
- 2.2 If the parties fail to reach agreement on any matter or matters, which are subject to negotiations, either party may declare an impasse. All resolutions of impasse will be resolved through RSA 273-A.
- 2.3 The parties will not meet during working hours except when the parties mutually agree or except when it is beyond the control of the Board and/or Association.

ARTICLE 3

JURISDICTION AND AUTHORITY OF SCHOOL BOARD

- 3.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District.
- 3.2 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions or authorities which, by law, are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions or authorities.

ARTICLE 4

GRIEVANCE PROCEDURE

- 4.1 A grievance shall mean a complaint by a member of the bargaining unit and /or the Association that there has been a violation or misapplication of the provisions of this agreement.
- 4.2 The terms "day" when used in this Article shall mean school days, except at the end of the school year when they shall be Monday through Friday, excluding holidays.
- 4.3 A grievance to be considered under this procedure must be initiated in writing by the employee and/or the Association within fifteen (15) days of its occurrence, or from the time the employee and/or the Association should have known of its occurrence. The following matters are excluded from the grievance procedure:
- (a) Any matter for which a specific method of review is prescribed and expressly set forth by law, or by any rule or regulation of the State Commissioner of Education.
 - (b) Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.
 - (c) The evaluation report of an employee.
- 4.4 Step 1: If as a result of the discussion with his/her immediate supervisor the matter is not resolved to the satisfaction of the grievant, the grievant shall set forth the grievance in

writing and submit it to the principal. The grievance shall be on the Grievance Form (appendix B of this Agreement) and shall specify:

- (A) The provision of the Agreement alleged to have been violated or misapplied;
- (B) The nature of the alleged violation or misapplication;
- (C) The injury and the loss which is claimed;
- (D) The remedies sought.

The principal may investigate the matter and communicate the decision in writing to the grievant within five (5) days from receipt of the written grievance.

4.5 Step 2: If the grievant is not satisfied with the decision rendered by the Principal, the grievant may appeal to the Superintendent. The appeal shall be made in writing within five (5) days after receipt of the Principal's decision. The Superintendent or his/her designee may investigate the grievance and render his/her decision in writing within ten (10) days after receipt of the appeal at this level.

4.6 Step 3: If the decision of the Superintendent does not resolve the grievance, the Association shall have the sole right to appeal that decision and the matter shall be submitted to advisory arbitration, provided that the Association notifies the Superintendent in writing of such request within twenty (20) days of receipt by the Association of the Superintendent's decision. The following procedure shall be used:

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date that the request for arbitration was received by the Superintendent, the American Arbitration Association will be notified by either or both parties and requested to submit names of arbitrators for mutual selection by the parties.
- b. Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator, which was not previously disclosed to the other party. The decision of the arbitrator shall be advisory only.
- c. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall be bound by and must comply with all of the terms of the Agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may recommend a "make whole" award, but may recommend no penalty payments.

- d. Within ten (10) days of receipt of the arbitrator's decision, the Association may request in writing through the Superintendent a meeting with the School Board. After considering the arbitrator's recommendations for settlement of the grievance and after meeting with the Association, if the Association has requested such a meeting, the School Board shall make a final and binding decision on the grievance and so advise the grievant and the Association in writing.
 - e. Each party shall bear its own costs. All fees and costs payable to the American Arbitration Association and the arbitrator will be shared equally by the two parties.
- 4.7 Failure at any level of this procedure to communicate the decision of a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be a waiver of further appeal of the decision and acceptance of the decision rendered at that level. The parties may mutually agree to extend a time limit.
- 4.8 All documents, communications and records concerning a grievance shall be filed separately and shall not be placed in the personnel file of an employee.
- 4.9 The Board and the Association shall assure that all persons involved in the processing of a grievance shall not be restrained, coerced, or otherwise interfered within the exercising of their rights under the grievance procedure.

ARTICLE 5

VACANCIES AND TRANSFERS

- 5.1 A vacancy shall exist when a member of the bargaining unit leaves his/her position or the employer creates a new position covered by this agreement.
- 5.2 When a vacancy occurs, it shall be posted in each school simultaneous to advertisement for the position. The notice shall contain the following information:
- (a) Position title
 - (b) Location of work
 - (c) Starting date
 - (d) Rate of pay
 - (e) Benefits offered
 - (f) Number of hours to be worked

(g) Minimum requirements

5.3 All employees requesting a transfer into a vacant position will be given consideration, including an interview for the position, if they have the proper qualifications necessary for the position.

(a) The term transfer means the move of an employee from one assignment to another.

(b) An employee shall be notified when his/her request for transfer has been denied.

5.4 The Administration reserves the right to reassign employees as needed, notwithstanding the letter of employment verification. Every effort will be made to give employees who are being reassigned as much notice as possible.

5.5 Notice of transfers will be provided as soon as practical, and except in emergencies, not later than five (5) work days prior to the transfer date.

5.6 The transferee shall be entitled to all the benefits accumulated in the previous position.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES

6.1 The Board agrees to permit the use of school facilities for Association meetings without charge, providing the request for use of the facilities is made in accordance with Board policy, and such use would not interfere with the operation of school programs or service or rental obligations made to other organizations. Further, the Association may use the mailboxes of its members and the inter-school mail carrier to transmit Association information to members of the bargaining unit.

6.2 Once signed by both parties, the Master Agreement between the Hampstead School Board and the Hampstead Association of School Staff shall be published and posted on the Hampstead School District website. A printed copy will be made available upon request.

ARTICLE 7

INSURANCE

7.1 The District agrees to make available medical, dental and life insurance to full-time 30-hour a week employees covered by this agreement as stipulated below. Insurance coverage for new employees and for part-time employees moving to full time status will be effective the first day of the month following enrollment in the plan and acceptance by the insurance

company. Employees are solely responsible for completion of the application forms of the District's insurance carriers.

7.2 Subject to Section 7.4, the following insurance will be offered to each eligible full-time 30-hour a week employee:

(a) Medical Insurance.

Eligible full-time 30-hour a week employees may elect coverage with the following plan options:

- i) Blue Choice Three-Tier New Hampshire or Matthew Thornton Blue with a \$10/\$50 co-payment, or
- ii) Blue Choice New England or HMO Blue New England with a \$20/\$100 co-payment.

The district shall pay eighty-five percent (85%) and the employee shall pay fifteen percent (15%) of the premium for a single, two-person or family plan, whichever is selected by the employee. As of July 1, 2012 no new enrollment will be allowed into the Blue Choice-New England Plan. Staff currently enrolled in the Blue Choice New England plan may remain on the plan; but may not re-enroll into this plan in the future.

(b) Dental Insurance.

Eligible full-time 30-hour a week employees may elect Northeast Delta Dental, Coverage A, B and C, with an annual maximum benefit per person of \$2,000. The District shall pay seventy-five (75%) and the employee shall pay twenty-five (25%) of the premium if the employee selects a single plan. The District shall pay fifty percent (50%) and the employee shall pay fifty percent (50%) of the premium if the employee selects a two-person or family plan.

(c) Term Life Insurance.

An amount of fifteen thousand dollars (\$15,000), or the equivalent of the employee's contracted salary, to the nearest one thousand dollars (\$1,000), which is ever greater from an insurance carrier to be selected by the Board. The District shall pay one hundred percent (100%) of the premium for such a plan for all eligible full-time 30-hour a week employees.

(d) Disability Insurance

Eligible full-time 30-hour a week employees may elect to receive disability insurance of two-thirds (2/3) salary, after ninety calendar days as specified in the disability

insurance policy, with a maximum of twenty-five hundred dollars (\$2,500) per month from an insurance carrier to be selected by the Board. The District shall pay one hundred (100%) of the premium for such a plan.

7.3 The Board may select alternate insurance carriers at its discretion. If possible, the new coverage will be comparable and non-diminishing in coverage. Otherwise, the Association will be provided notice of the intent to change carriers, along with descriptions of the proposed policy, and opportunity to discuss the changes and to suggest alternatives prior to the change of carriers.

7.4 Employees who work less than full-time 30-hours a week may opt to join the group insurance in Section 7.2, sections (a) and (b) only, at their own expense, if eligible under the carrier's rules.

7.5 Medical Insurance Buy Out

If an eligible full time employee chooses not to participate in a Medical Insurance plan, she/he shall receive a \$750 stipend per year. This payment shall be included in the last paycheck of the school year.

7.6 Each year that an employee elects not to be insured by the plan offered herein by the District and provides documentation that he/she has obtained alternate insurance that is not subsidized (e.g., is not subsidized through the Patient Protection and Affordable Care Act), he/she shall receive an annual bonus in the amount of \$750 minus any penalty imposed on the District because the employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act).

ARTICLE 8

LEAVES

8.1 Sick Leave

(a) Each member shall accrue paid sick leave for personal illness, physical disability, or medical appointment at the rate of 1.2 days per calendar month which may be used each year for illness of the member or member's spouse, child, parent or member of household. School year employees may earn a maximum of twelve (12) sick days per year. Extended year employees may earn a maximum of thirteen and a fifth (13.2) days and full year employees may earn a maximum of fourteen and two fifths (14.4) days per year. Leave may be accumulated or carried over from year to year up to a maximum of ninety (90) days.

(b) Employees shall notify the appropriate supervisor of their inability to work at least one hour prior to the time set for their regularly scheduled working hours. A medical certificate may be required, at any time, for an employee requesting sick leave. The Board shall reimburse the employee for his/her out-of-pocket cost of any medical examination required by the District, to the extent that such cost is not paid by insurance or other sources.

(c) Annual Sick Day Redemption

Days beyond the maximum will be redeemed at thirty percent (30%) per diem multiplied by the number of accumulated sick days beyond the maximum as defined in 8.1 (a). The payment will be received in July or August for the preceding year.

(d) Retirement Sick Day Redemption

Upon retirement at minimum age 60 and with a minimum of ten years of Hampstead School District service, a maximum of three (3) employees per year shall be granted unused leave day redemption by the Board, to be paid in a lump sum equal to fifty percent (50%) per diem multiplied by the number of accumulated unused leave days as defined by Article 8.1 (a). The payment will be received in July or August following retirement. If more than three (3) employees request the retirement unused leave day redemption, recipient employees will be selected based upon seniority.

(e) Disability Bank

(1) Definitions

Disability - A medical condition, physical or mental, which causes one to be unable to perform his/her contractual obligation for a period of twenty (20) contract days or more.

(2) Disability Bank - A pool of paid leave days that may be drawn upon after any and all individually accumulated sick leave days have been exhausted.

(3) Establishment of Bank

The bank will be established the first work day of each school year, allowing carry-over from the previous year, if such carry-over exists, so that the pool could reach a minimum of two hundred (200) days. If the carry-over from one year does not drop below one hundred-thirty (130) days by September 1, of the next year, members will not be required to contribute one of their individually authorized sick leave days to the pool. If the total number of days in the disability bank pool drops below one

hundred-thirty (130) days, all members of the full unit with at least one full year of service to the District will contribute one of their individually authorized sick leave days on the first work day of the next school year. In the event the bank is depleted during the school year, one additional sick day will be taken from each member.

(4) Board of Review

A Board of Review will be established to determine the assignment of days from the pool. This Board of Review shall only have control over the assignment of extended disability leave benefits from the pool. The Board of Review shall consist of:

- The President of the Association or his/her designee;
- The Association Building Representative of the employee in question, or a member of the unit chosen by the applicant;
- The Superintendent of Schools or his/her designee;
- The School Board Chairman or his/her designee.

(5) Distribution of Benefits

Members of this unit with at least one year of service to the District may apply for a number of days consistent with a one for one match of their individual sick leave accumulation as of the end of the previous contract year brought forward to the year of the onset of the disability. The combined benefit of accumulated personal sick leave and disability bank leave may not exceed one hundred-eighty (180) days and may carry over from one contract year to another. Employees with less than one full year of service in the District will not be required to contribute one of their individual accumulated sick leave days to the disability leave bank. The Board of Review reserves the right to request reapplication and documentation for everyone requesting more than fifty (50) days from the pool. Any benefits will be minus other insurance coverage (i.e. workers' compensation, Social Security, etc.).

(6) Worker Protection

The District will allow unit members to be reimbursed up to three (3) sick days from the Sick Bank for injuries that occur at the work site or in the off-site performance of their duties not covered under other benefits.

8.2 Each employee shall be entitled to two (2) days of personal leave during the work year. The employee may utilize the personal leave without giving specific reasons, provided the personal leave is not utilized for recreational purposes. Certification that use of the personal day meets the requirements of this section must be submitted to the employee's supervisor

at least twenty-four (24) hours prior to the anticipated absence, but in an emergency situation the certification may be submitted immediately upon return to school. *In the event the employee has one whole or a fraction of a personal day remaining at the end of the school year, that time will be added to the employee's sick day accumulated balance.*

8.3 An employee shall be granted Bereavement Leave of up to three (3) working days with pay for the following relations:

Spouse	Grandparents	Father-in law
Child	Grandchildren	Son-in-law
Mother/Stepmother	Sister	Daughter-in-law
Father/Stepfather	Brother	Sister-in-law
Legal Resident of Household	Mother-in-law	Brother-in-law

An employee shall be granted bereavement leave with pay because of the death of his/her uncles, aunts, nieces, and nephews not to exceed one (1) day per bereavement. Additional days without pay may be granted due to extenuating circumstances, at the discretion of the Superintendent.

8.4 Professional Leave

- (a) An employee wishing to attend professional meetings related to his/her assignment during the workweek shall submit a request to the Superintendent of Schools or a designee. The Superintendent or designee will consider each request and may or may not grant permission to attend. The Superintendent or his/her designee's decision shall be final and binding.
- (b) The Association will be allowed to send up to two (2) members with pay to the NEA-NH Delegate Assembly each year. The Superintendent may authorize, in advance, additional Association business days, provided the Association agrees to pay the substitute(s) if required.

8.5 Childbearing Leave

- (a) Childbearing leave of up to twelve (12) consecutive calendar months shall be granted without pay or other benefits. The employee shall request such leave in writing to the Superintendent not later than four (4) months in advance of the expected date of delivery as noted by the attending physician. The request shall include the following:
 1. The expected date of commencement of leave
 2. The expected date of delivery

3. The expected date of the return to employment

- (b) For definition purposes, the commencement of the childbearing leave will be consistent with the last day of work before the leave.
- (c) Employees, upon written request including a doctor's certification of disability with dates, may use accumulated sick leave days for the period of disability surrounding delivery.
- (d) An employee who is pregnant may continue in full-time employment until as late into the pregnancy as desired, provided in the judgment of the Superintendent, she is able to properly perform all of her duties. Written approval from her attending physician to continue may be required.
- (e) Once the leave has expired, the District will provide job placement in either the same position, or a comparable position, for which the member is qualified, if such a position is available. An employee shall not be deemed to have been placed in a comparable position if the employee held a position which entitled her to benefits under this agreement prior to the leave and is placed in a position which does not entitle her to such benefits following the leave.
- (f) Failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the Superintendent. Any change in the date of return shall require forty-five (45) days' notice and the approval of the Superintendent. The Superintendent's decision shall be final. The Superintendent may request a doctor's certificate of disability.
- (g) Employees already enrolled in the District medical program will be continued in that program through the calendar month following the month they cease to work full-time. Beyond this, employees may elect to continue health and dental coverage at their own expense during the term of their leave. Employees electing to do so will be subject to rules, regulations, and rates as determined by the carrier at the time.
- (h) An employee shall not forfeit previously accrued seniority during such leaves of absences, but shall not accrue additional seniority or service time during the leave of absence.
- (i) To be eligible for an increase in compensation under Article 16, the employee must have worked at least one-half the days of his/her individual contract, and in no event less than ninety-one (91) contract days.

- (j) Should an employee decide to terminate employment at the end of leave, the employee shall give the Board notice of such intent at least thirty (30) days prior to the termination of leave.

8.6 Child Rearing/Paternity/Foster and Adopted Children Leave

- (a) Child rearing leave of up to twelve (12) consecutive calendar months shall be granted without pay or other benefits providing:

1. The employee requests such leave in writing to the Superintendent three (3) months in advance of the expected leave date. As much notice as possible will be given by the employee for acceptance of foster children or the adoption of children.

The request shall include the following:

- a. The expected date of commencement of leave
 - b. The expected date of return to employment
2. Members may elect to continue the group health and dental coverage at their own expense, during the term of their leave.
- (b) Once the leave has expired, the District will provide job placement in either the same position, or a comparable position, for which the member is qualified, if such a position is available. An employee shall not be deemed to have been placed in a comparable position if the employee held a position which entitled him/her to benefits under this agreement prior to the leave and is placed in a position which does not entitle him/her to such benefits following the leave.
 - (c) Failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the Superintendent. Any change in the date of return shall require forty-five (45) days notice and the approval of the Superintendent. The Superintendent's decision shall be final.
 - (d) Employees already enrolled in the District medical program will be continued in that program through the calendar month following the month they cease work full-time. Beyond this, employees may elect to continue health, dental, and life insurance coverage at their own expense during the term of their leave. Employees electing to do so will be subject to rules, regulations, and rates as determined by the carrier at the time.

- (e) An employee shall not forfeit previously accrued seniority during such leaves of absences, but shall not accrue additional seniority or service time during the level of absence.
- (f) To be eligible for an increase in compensation under Article 15, the employee must have worked at least one-half the days of his/her individual contract, and in no event less than ninety-one (91) contract days.
- (g) Should an employee decide to terminate employment at the end of leave, the employee shall give the Board notice of such intent at least thirty (30) days prior to the termination of leave.

8.7 Jury Duty

Any employee summoned for jury duty shall be paid his/her full salary for each working day of absence provided he/she pays the District the jury fee(s).

8.8 Leaves, with or without pay, for up to twelve (12) consecutive months for any purpose other than defined in this agreement, may be approved at the Superintendent's discretion. The employee must request such leave in writing and the request shall include the following:

1. The expected date of commencement of leave
2. The expected date of return to employment
3. The purpose of the requested leave
 - (a) Once the leave has expired the District will provide job placement in either the same position, or a comparable position, for which the member is qualified, if such position is available.
 - (b) Failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the Superintendent. Any change in the date of return shall require advance notice and the approval of the Superintendent.
 - (c) An employee shall not forfeit previously accrued seniority during such leaves of absence, but shall not accrue additional seniority or service time during the level of absence.
 - (d) An employee returning from requested leave in a subsequent year shall received compensation at the same step level that he/she had obtained prior to the commencement of the leave, unless such employee had completed at least one-half of the days of his/her individual contract, and in no event less than ninety-one (91) days, during the previous year.

- (e) Should an employee decide to terminate employment at the end of leave, the employee shall give the Board a minimum of two (2) weeks notice prior to the termination of leave.
- (f) If the Superintendent denies such a request for leave, the employee may appeal the denial to the School Board which shall place the request on a future agenda for consideration. The Board's decision shall be final and binding.

ARTICLE 9

VACATION AND HAMPSTEAD EXPERIENCE INCENTIVE

- 9.1 Full year (260 days) employees will receive vacation pay equal to the regular straight time rate of pay for the normal hours worked and is exclusive of overtime.
- 9.2 Full year employees (260 days) shall receive paid vacation as follows:
 - (a) Less than six months of service - 0 days per year.
 - (b) After six months of service - 5 days per year.
 - (c) After more than one year of service - 10 days per year.
 - (d) After more than five years of service - 15 days per year.
 - (e) After more than ten years of service - 20 days per year.

With the Superintendent's approval, paid vacation days may be used after the end of the fiscal year in which they are earned, but in any event must be used before September 1 of the following fiscal year. Requests to use paid vacation days must be submitted two weeks in advance and must be approved by the principal or the principal's designee.

- 9.3 Hampstead Experience Incentive shall replace vacation pay for school year and extended school year staff, and be offered to full year staff as follows:
 - (a) School year and extended school year staff working less than a full year (260 days) will be eligible for the Hampstead Experience Incentive equal to one day's pay for each year of continuous service up to a maximum of fifteen (15) days to be included in the last payroll in June of the year it was earned.
 - (b) Full year staff who work 260 days (July 1-June 30) will receive Hampstead Experience Incentive equal to \$60 for each full year of continuous service up to a maximum of fifteen (15) years to be included in the last payroll in June in the year it was earned.
 - (c) Any staff member (school year, extended school year or full year) who utilizes more than five (5) unpaid leave days in the fiscal school year will not qualify for the Hampstead Experience

Incentive for that year and that year shall not be counted towards any future Hampstead Experience Incentive benefits. Previously accrued credit will be paid.

(d) Hampstead Experience Incentive credit will be granted to all HASS members hired prior to 6/30/2012 based on years of service as of 6/30/2012.

ARTICLE 10

HOLIDAYS

10.1 Holiday pay is equal to the regular straight time rate of pay for the normal hours worked and is exclusive of overtime.

10.2 Eligible school year and extended school year employees shall receive holiday pay as follows provided they have been employed on a continuous basis prior to and after the holiday.

a) Ten (10) holidays per year.

New Year's Day

Columbus Day

Martin Luther King Day

Veterans' Day

Presidents Day

Thanksgiving Day

Memorial Day

Day after Thanksgiving

Labor Day

Christmas Day

Employees working less than 180 days will have their holidays pro-rated to the nearest quarter of a day.

10.3 All eligible full year employees shall receive holiday pay for the following eleven holidays each year:

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day

Presidents Day

Veterans' Day

Memorial Day

Thanksgiving Day

Independence Day

Day after Thanksgiving

Christmas Day

10.4 If school is in session on a holiday listed in 10.2 or 10.3 the employee shall select a non-school day as a floating holiday.

ARTICLE 11
DUES DEDUCTION

- 11.1 The Board agrees to deduct dues for the Association and its affiliates from the salaries for those employees who have requested and authorized such deductions on forms approved by the Superintendent (see Appendix C), and transmit the monies at each payroll period to the designated treasurer of the Association. All deductions must be compatible with the District's payroll procedures.
- 11.2 The employee must submit to the Superintendent the payroll deduction form on or before October 1.
- 11.3 Deductions shall be in equal amounts for all pay periods for the part of the school year beginning the first pay period in October and ending the first pay period in June.
- 11.4 The Association shall indemnify and save harmless the Hampstead School District against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Board as a direct consequence of the Board's compliance with the above.

ARTICLE 12
PROFESSIONAL DEVELOPMENT

12.1 Reimbursement:

The Board shall reimburse support staff in the district for professional development activity costs (e.g. course tuition; workshop, conference, or in-service registration) provided that the activity meets the following criteria:

(a) The activity is relevant to the goals and objectives of the staff member's position and is approved in advance by the building principal or director.

OR

(b) The activity is a prescriptive recommendation or requirement made by the principal or director as a result of his/her evaluation of the staff member's performance.

(c) The reimbursement of equipment cost that is part of the workshop (or identified as a separate charge from Professional Development) will be made only with written approval in advance. Equipment that is reimbursed will become the property of the school district upon the employee's return from said workshop and/or conference.

Conference and Workshop

12.2 The maximum reimbursement per employee shall be \$325 per year. If conference and workshop funds are not exhausted by March 1, employees may request approval to attend a subsequent workshop or conference. Reimbursement will be disbursed on a first come first serve basis.

Priority will be given to a member who attends a conference that provides the greatest benefit to the district and its programs as determined by the Superintendent or his designee who will consider input provided by HASS President. Seniority will be considered as an additional criterion.

12.3 The maximum reimbursement for all employees shall be \$7,500 per year. Funds shall be allocated on a first come first serve basis.

12.4 Workshop and conference reimbursement Schedule:

Summer courses, workshops, etc. - reimbursed in September provided that employee is employed for the following year and that proper documentation is submitted to the SAU. Fall and spring courses, workshops, etc. - reimbursed after the completion of the professional growth activity provided proper documentation is submitted to the SAU.

12.5 Employees with a minimum of one year of service who are working at least 25 hours per week shall be eligible for tuition reimbursement for coursework deemed by the Superintendent to be advantageous to the District. The maximum tuition reimbursement per employee shall not exceed that of a three (3) credit course at the University of New Hampshire.

a. The maximum reimbursement for all employees shall be \$10,000 per year.

b. The total money available for each contract year will be distributed within each contract year as follows:

50% available on July 1

75% available on September 1

100% available on January 1

c. Approval will not be given prior to these dates:

Summer Term - June 1

Fall Term - August 25

Spring term - December 2

- d. Applications for course reimbursement will be collected at the Superintendent's office until the first approval date for each term. On that day, applications will be arranged by seniority. Monies will be given out starting with the most senior member.
 1. Upon request of a member, the District will prepay 50% of the course costs for coursework approved by the Superintendent under Article 12.5, except for summer courses. This payment will be warranted not later than the second regular School Board meeting after the approval dates in Article 12.5.c.
 2. Before receipt of the remainder of the coursework reimbursement, the employee must provide official documentation showing the amounts of tuition and fees, and official transcripts with a B or better for graduate level courses and C or better for undergraduate level courses.
 3. The reimbursement check to the employee will be warranted no later than the second regular School Board meeting after such documentation has been submitted to the SAU.
 4. Each member requesting pre-payment of course monies will sign a form giving the District permission to deduct from the employee's paychecks any prepaid monies, if the member fails to show proof of course completion within 30 days of the conclusion of the semester.
- e. Priority for course monies will be given first to the member with the most service to the District who has not previously been paid for a course that contract year.

After the first approval date for each term, course monies will be handed out on a first come, first serve basis. If two or more requests are handed in on the same day, preference will be given to the employee with more years of service in the District.

12.6 Exclusions:

The district shall not reimburse support staff for:

- (a) College/university registration fees
- (b) Travel to and from activities
- (c) Books or other materials required for the activity
- (d) Any per credit cost above that of the University of New Hampshire.
- (e) Any college or university course for which the grade received is less than that specified in Article 12.5 (d) 2.

- 12.7 Workshops and courses mandated by the administration shall be paid for in their entirety by the district, including mileage, registration and books. The District shall compensate the employee for his or her time if the workshop or course extends beyond the employee's normal workday.

ARTICLE 13

EVALUATION

- 13.1 Administrative supervisors shall provide at least one (1) written evaluation report be prepared annually for each employee between March 1 and May 31 and may designate teacher employees and/or case managers to provide information for such evaluations.
- 13.2 The employee and immediate supervisor shall meet and confer about the report.
- 13.3 Subsequently, the report may be modified/amended as the result of the conferencing. The employee may attach written comments or a response to the final report within ten (10) days of its completion, or of the conference. The employee shall sign the report.
- 13.4 The completed evaluation report shall be signed by the evaluator and the employee and become a part of the personnel record. The signature of the employee signifies that the material has been read and is to be filed. The employee's signature does not necessarily indicate agreement with the content, nor does the refusal to sign prevent the materials from being placed and remaining in the file.
- 13.5 If an evaluation report lists any deficiency in performance by the employee, a procedure for correction of such deficiency shall be planned and monitored by the administrative supervisor.
- 13.6 Personnel Files Access - Upon written request and at least one work day of notice, an employee shall be allowed to review their personnel files and make copies of the contents contained within. No written commentary, complimentary or derogatory, will be placed in the file without having been first shown to the employee. The employee shall sign the commentary only as an indication that it has been reviewed. Explanatory or rebuttal statements can be attached by the employee to material housed in the file. There shall be TWO official personnel files and they shall be housed at the Office of Superintendent of Schools and the Principal's office.

13.7 Employees shall be evaluated according to approved School Board policy on staff evaluations. The forms and procedures in use at the beginning of the school year will remain in effect throughout the year unless the Board, after consultation with the Association, deems a change to be in the best interest of both parties. Before forms or procedures for evaluation are changed between school years, the Association will be giving opportunity to review such proposed changes and to provide input.

ARTICLE 14

DISCIPLINE

14.1 Progressive discipline shall normally follow this order:

- a. Oral Warning with written documentation noted in personnel file of time and date of warning. After five (5) years, a staff member may submit to the Superintendent a written request to remove oral warning documentation from his/her file. Removal of documentation will be decided by the Superintendent, after a meeting with the individual and/or a Hampstead Association of School Staff representative. The Superintendent's decision will be final.
- b. Written Warning, a copy of which shall be placed in the employee's personnel file.
- c. Suspension, with or without pay
- d. Discharge

14.2 All disciplinary suspensions and discharges shall be in writing, and a copy given to the employee at the time of suspension or discharge.

14.3 Subject to the language of this AGREEMENT, a suspension or discharge of an employee shall be approved by the Superintendent of Schools.

ARTICLE 15

WORK DAY, WEEK AND YEAR

- 15.1 (a) Each employee's work day generally shall be governed by the letter of employment verification.
- (b) If an employee is requested by his/her supervisor to work hours in addition to those set forth in the letter of employment verification, the employee shall receive compensatory time which may be used by the employee at a mutually agreeable time or be paid at their contracted hourly rate. Overtime beyond forty (40) hours per week will be compensated in accordance with applicable labor laws.

- 15.2 (a) An annual letter of employment verification will be issued on or before the last day of school but no later than July 1.
- (b) The letter of employment shall include the normal work site, usual workdays and hours of work, job title/classification, and rate of pay.

ARTICLE 16
COMPENSATION

- 16.1 All employees shall be classified as paraeducators, assistant media generalists, administrative secretaries, or secretary/clerks.
- 16.2 During the term of this Agreement, base salaries for all existing employees will annually be increased by the "off-step" amount indicated in Appendix A.
- 16.3 New hires in the bargaining unit shall be hired according to the compensation schedule in Appendix A. The Superintendent or his/her designee may credit new hires with prior experience when determining the initial compensation step. The Superintendent's decision shall be final and binding.
- 16.4 Upon recommendation of the supervising administrator, the Superintendent may hold an employee on step because of unsatisfactory job performance. The Superintendent's decision is final and binding.
- 16.5 To be eligible for an increase in compensation under Article 16, the employee must have worked at least one-half of the days of his/her individual contract, and in no event less than ninety-one (91) contract days.
- 16.6 In addition to his or her base salary, any paraeducator/assistant media generalist who obtains Paraeducator I, Paraeducator II, or teacher certification from the Department of Education shall be entitled to the following hourly rate differential:

Para I	Para II/Teacher
\$0.35	\$0.50

- 16.7 Pay periods shall be bi-weekly. During the period from the end of one school year until the first pay period of the following school year, an employee will be paid only for hours actually worked, and for any holiday pay for which the employee may be eligible. Thereafter,

employees will be paid in equal bi-weekly disbursements. The District requires employees to record and approve their time in the electronic time keeping system.

ARTICLE 17

DURATION

17.1 This Agreement shall be effective July 1, 2012 and shall continue in full force and effect through June 30, 2016.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective President and Chairperson.

Hampstead Association of School Staff

Signature on file

March 27, 2012

Jill Owens, President

Date

Hampstead School Board

Signature on file

March 26, 2012

Natalie Gallo, Chairperson

Date

Appendix A

Compensation Schedule

PARAEDUCATOR

	2012-13	2013-2014	2014-2015	2015-2016
Hiring Steps				
Step 1	\$12.05	\$12.15	\$12.35	\$12.65
Step 2	\$12.35	\$12.45	\$12.65	\$12.95
Step 3	\$12.65	\$12.75	\$12.95	\$13.25
Off Step	\$0.30	\$0.40	\$0.50	\$0.60

ADMINISTRATIVE SECRETARY

	2012-2013	2013-2014	2014-2015	2015-2016
Hiring Steps				
Step 1	\$14.35	\$14.45	\$14.65	\$14.95
Step 2	\$14.65	\$14.75	\$14.95	\$15.25
Step 3	\$14.95	\$15.05	\$15.25	\$15.55
Off Step	\$0.30	\$0.40	\$0.50	\$0.60

SECRETARY/CLERK

	2012-2013	2013-2014	2014-2015	2015-2016
Hiring Steps				
Step 1	\$12.75	\$12.85	\$13.05	\$13.35
Step 2	\$13.05	\$13.15	\$13.35	\$13.65
Step 3	\$13.35	\$13.45	\$13.65	\$13.95
Off Step	\$0.30	\$0.40	\$0.50	\$0.60

ASSISTANT MEDIA GENERALIST

	2012-2013	2013-2014	2014-2015	2015-2016
Hiring Steps				
Step 1	\$13.45	\$13.55	\$13.75	\$14.05
Step 2	\$13.75	\$13.85	\$14.05	\$14.35
Step 3	\$14.05	\$14.15	\$14.35	\$14.65
Off Step	\$0.30	\$0.40	\$0.50	\$0.60

Paraeducators and Assistant Media Generalists who obtain certification from the NH Department of Education shall be entitled to the following certification differentials:

PARA I

\$0.35

PARA II or Teacher

\$0.50

Employees must provide proof of NH certification.

Recognition of Service: After the recognition of completion of the 15th and 20th year of service, the employee shall be entitled to an additional \$.30 per hour increase in salary.

**Appendix B
Hampstead Association of School Board
Grievance Record**

Date: _____ Grievance No. _____

Name of Grievant: _____

Building _____ Assignment _____

Date of alleged violation or misapplication: _____

Article of agreement allegedly violated: _____

Statement of grievance:

Remedy sought:

Signature – Association Representative _____ Signature – Grievant _____

Date of Informal Resolution: _____

Principal's Signature: _____ Disposition: _____

Date Rec'd: _____

Answered: _____

Superintendent's Signature: _____ Disposition: _____

Date Rec'd: _____

Answered: _____

Signature of Grievant: _____

(signature denotes receipt only)

Appendix C
Hampstead School District
Dues Deduction Authorization

Date: _____

I, _____, hereby authorize the Hampstead School district to deduct membership dues in the amount of \$_____ from each payroll period beginning on _____ and to transmit those funds to the Hampstead Association of School Staff as prescribed in the Master Agreement. The amount stated above is correct as of the date of this authorization, but may change from time to time as determined by the Association. When such change takes place, you are hereby authorized to deduct the then current amount.

I understand that this authorization will remain in effect indefinitely until I provide the Hampstead School District with written instructions to the contrary or resign.

Signed _____

School District Office Record:

Received by _____ Title _____ Date _____

MEMORANDUM OF UNDERSTANDING

EVALUATIONS

It is the purpose of this memorandum to express the parties' intentions to study the processes currently in effect regarding employee evaluations. As such:

1. The parties shall establish a committee to make recommendation to the School Board and to the negotiating teams of the Hampstead Association of School Staff, no later than June 30, 2013.
2. These recommendations will be reviewed and considered by the parties and upon agreement of both parties shall supersede provisions set forth in Article 13.5 for the duration of the 2012-2016 Agreement.
3. The parties shall agree to appoint three members of the Hampstead Association of School Staff and the Superintendent will appoint three members of the Administration.

employees will be paid in equal bi-weekly disbursements. The District requires employees to record and approve their time in the electronic time keeping system.

ARTICLE 17

DURATION

17.1 This Agreement shall be effective July 1, 2012 and shall continue in full force and effect through June 30, 2016.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective President and Chairperson.

Hampstead Association of School Staff

Jill Owens
Jill Owens, President

3/27/12
Date

Hampstead School Board

Natalie A Gallo
Natalie Gallo, Chairperson

3/26/12
Date

