MASTER CONTRACT
HENNIKER SCHOOL BOARD
AND
HENNIKER COMMUNITY SCHOOL SUPPORT STAFF
AFT LOCAL #6314, AFT-NH, AFL-CIO

July 1, 2016-June 30, 2019

PREAMBLE

The Henniker School Board (hereinafter "the School Board") and the Henniker Community School Support Staff, AFT, Local #6314, AFT-NH, AFL-CIO (hereinafter "the Union"), hereby enter into the following Agreement.

ARTICLE 1—RECOGNITION

1.1 The School Board recognizes the Union as the exclusive bargaining representative of those Henniker School District employees holding positions for which the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Union as the exclusive bargaining representative.

1.2 In Decision No. 2005-023, the PELRB included the following full-time and part-time positions in the bargaining unit: custodians, food service assistants, secretaries, and para-educators, (including but not limited to health office assistants, library aide, computer lab assistant, student success center assistant).

ARTICLE 2—NEGOTIATION PROCEDURES

2.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.

2.2 The Union will notify the School Board of its intent to negotiate no later than October 1 of the year before the expiration of this Agreement. The parties agree that they then will enter into good faith negotiations over a successor agreement. Any agreement that is ratified by the parties and approved by the School District's legislative body shall be reduced to writing and signed by the School Board and the Union.

ARTICLE 3—MANAGEMENT RIGHTS

3.1 The School Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of

employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District, to non-renew employees and to suspend, demote, discharge, or take any other disciplinary action against the employees consistent with the procedures in this agreement; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees after having provided notice to the Union; and (i) to take actions as may be necessary to carry out the mission of the District in emergencies.

3.2 The School Board may, at its discretion, adopt either a days-based school year or an hours-based school year under N. H. Admin. R. Ed 306.18. The Board shall determine the number of student hours and days per year.

3.3 The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The terms "law" as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.

3.4 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law.

ARTICLE 4—UNION RIGHTS

4.1 The Union will have the right to use school buildings, without cost, immediately before and after school for meetings provided there is no interruption to regular school activities. Requests for the use of buildings will be made to the principal in advance.

4.2 The Union may use school equipment normally used by employees for Union activities provided notice is given to the building Principal and provided there is no interruption to regular school activities. However, expendable material will be at the expense of the Union.

4.3 The Union will have the right to post notices of its activities and matters of employee concern in three locations: the elementary teachers' workroom located on the main floor, the teachers' lunchroom/middle level workroom located on the ground floor, and the cafeteria work area. No union notice shall be posted in or around the Board's property

except on such boards, and no notice shall be posted until it has been signed by the appropriate union representative. The union shall continue to have the use of the employee mailbox system.

4.4 The President of the Union and/or his/her designee may be granted time off with pay for the purpose of attending HCSS business meetings, state federation meetings, attending training sessions, or testifying before legislative bodies. The total number of days used for this purpose shall not exceed an aggregate total of three (3) days. Notice shall be provided to the Principal at least five (5) school days in advance of such absence. The days may be used in half-day increments.

4.5 New Hires- The SAU shall promptly notify the Union of the name, position and rate of pay for all newly hired employees within forty-five days of the date of hire or at the start of the school year, whichever comes first. In cases when the Superintendent determines upon the need for an exception as outlined in Article 8.1.2, the Superintendent or designee shall provide to the Union, in writing, the rationale and/or relevant experience for the exception.

ARTICLE 5—GRIEVANCE PROCEDURE

5.1 A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone; (5) a complaint concerning evaluation of an employee's performance; (6) any matter listed in Article 3; (7) expiration of a letter of agreement, severance with 10 work days notice and expiration of an assignment; and (8) any matter which this Agreement states shall not be subject to the grievance process.

5.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within thirty (30) days of its occurrence.

A. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.

B. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

5.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally

with his/her building principal.

5.4 Formal Procedure:

A. Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the principal. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The principal may communicate his/her decision to the employee in writing within five (5) days of receipt of the written grievance.

B. Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the superintendent within five (5) days after receipt of the principal's decision or, if none, no later than five (5) days after the deadline for the principal's written decision. The appeal to the superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The superintendent may communicate his/her decision in writing to the employee within twenty (20) days after receipt of the appeal to the superintendent.

C. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the grievance may be appealed to the School Board within five (5) days after receipt of the superintendent's decision or, if none, no later than five (5) days after the deadline for the superintendent's written decision. The appeal to the Board shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance and the decisions at Steps 1 and 2. The Board may communicate its decision in writing to the employee within thirty (30) days after receipt of the appeal to the Board.

D. Step 4 (Arbitration): If the grievance is not resolved to the employee's satisfaction at Step 3, the employee shall notify the Union within five (5) days of receipt of the Board's decision or, if none, within five (5) days after the deadline for the Board's written decision. If the Union determines that the matter should be arbitrated, it shall so advise the superintendent in writing within ten (10) days of receipt of the grievant's request.

5.5 The following procedure shall be used to secure the services of an arbitrator.

A. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Union and the superintendent rosters of persons qualified to function as an arbitrator.

B. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He shall be bound by and must comply with the terms of this Agreement.

The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

C. The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Union.

5.6 The arbitrator's decision shall be final and binding. The arbitrator shall issue his decision to the District and the Union within 30 days after the close of the arbitrator's hearing.

5.7 For purposes of Article 5, "days" shall mean school days, except that during summer school vacation, days shall mean Mondays through Fridays excluding holidays.

5.8 The time periods specified in this procedure may be extended by mutual written agreement of the parties.

5.9 A Union representative may be present with the grievant at all informal and formal steps of the grievance process if requested by the grievant.

ARTICLE 6—DISCIPLINARY PROCEDURES

6.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.

6.2 Expiration of a letter of agreement, severance with 10 work days notice per Section 7.1, expiration of an assignment and reduction-in-force shall not constitute discipline.

6.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall be made by the Superintendent or his/her designee.

6.4 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate action.

6.5 In cases of suspension without pay or discharge, the District shall put the reasons in writing.

6.6 During the first ninety (90) calendar days of an employee's employment, he/she shall be on probation. While an employee is on probation, the discipline procedures in this Article shall not be applicable.

ARTICLE 7—LETTER OF AGREEMENT

7.1 The District shall provide by June 1st of each year, for continuing employees only, a letter

of agreement to reemploy, including the expected position, specifying elementary or middle school, expected rate of pay, expected hours per day, and expected days per year. Such letter of agreement will specify that the School District may end the employment of the individual holding that position immediately if the individual is on probation and by providing ten (10) work days written notice if the individual has completed probation. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.

7.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by June 15th. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

7.3 Once an employee returns a letter of agreement by June 15th, should a change in the expected terms of employment be contemplated by the District, the employee shall be consulted prior to any change being made.

7.4 Each employee shall be provided with a copy of his/her job description. Upon revision of a job description, the employee and the Union shall be provide with an updated copy.

ARTICLE 7A—EVALUATION PROCEDURES

7A-1 The Administration will conduct evaluations in accordance with the District policy and collective bargaining agreement.

7A-2 Each principal or his/her designee is responsible for evaluating the support staff who work in that principal's building on or before June 1st.

7A-3 A copy of the employee's annual evaluation report shall be given to the employee by June 1st in a sealed envelope, and the employee shall be given an opportunity to discuss the evaluation report with the principal in a reasonable period of time. During the school year, employees will be notified of any deficiencies in their performance.

7A-4 The employee's signature on the evaluation report shall not necessarily indicate the employee's agreement with the contents of the evaluation report. The employee shall have the right to make a written reply to the evaluation report, and any such reply shall be attached to the evaluation report and placed in the employee's personnel file. In the event the employee requests a meeting with the Administrator, the employee shall provide their written response to the Administrator at this meeting. The employee is entitled to have Union representation at this meeting.

7A-5 In the event any deficiency or area of improvement is noted on the employee's evaluation plan, the employee and administrator will meet to review together, a plan developed by the Administrator for the employee's improvement for the upcoming year. The employee shall be provided a reasonable opportunity to make recommendations on the

improvement plan. The employee is entitled to have a Union Representative attend these meetings.

7A-6 All para-educators shall be provided the opportunity to be trained in the facilitating of either Math or Literacy instruction and, when available, afforded the opportunity to train in both instructional areas. All training for service as an instructional facilitator shall occur during the normal workday at District expense. Members of the bargaining unit who are required to work more days than were originally contracted for shall be compensated at their regular hourly wage. Any overtime compensation shall be awarded as per Federal or NH labor laws.

Beginning with the 2017-2018 school year, if the District determines there is an anticipated shortage of either para-educator Math instructional or para-educator Literacy instructional facilitators in the upcoming school year and a corresponding surplus of facilitators in the other instructional category, current para-educators shall be given preference over new hires with comparable experience and credentials in accepting training in the area of shortage, provided the individual has received a satisfactory annual evaluation.

7A-7 The principal, Superintendent and Union President shall meet in June 2017 and in June 2018 to discuss the impact of the instructional facilitator roll-out upon working conditions. Beginning in 2018-19, significant changes in working conditions directly attributable to the implementation of the instructional facilitator program shall be subject to negotiations.

7A-8 Evaluation as an instructional facilitator shall commence in 2017-2018 and shall identify deficiencies and areas in need of improvement, followed by adherence to Article 7A-5. If a para-educator is deemed unsatisfactory as an instructional facilitator, he/she shall be afforded every reasonable opportunity to take a para-educator position that does not include serving as an instructional facilitator, should an opening exist, in the following school year.

ARTICLE 8—WAGES

8.1 Wage Rates Para Educators:

8.1.1 Para-educators shall be paid wage rates and advance one step each year in accordance with the wage schedules for 2016-2017, 2017-2018, and 2018-2019 that are in Appendices A-1. Wage rates shall be increased each year as follows:

2016-17: 1.5%
2017-18: 4.0%
2018-19: 2.5%

8.1.2 Generally, no para-educator shall be placed at a step of the wage schedule that is higher

than the highest step of a para-educator with equivalent credited educational experience and degrees. However, exceptions may be made if the superintendent determines there is an unavailability of qualified candidates at the hourly rate set forth in the wage schedule, or that a candidate should receive extra credit for prior experience outside the field of education.

8.1.3 When an employee is assigned to substitute for a teacher for less than sixty (60) minutes, the employee shall be compensated at his/her regular rate of pay. When an employee is assigned to substitute for a teacher for longer than sixty (60) minutes, the employee shall be relieved of his/her regular para-educator instructional assignment and shall be compensated at his/her normal daily rate plus $20.00 per day or the substitute teacher per diem rate, whichever is higher.

8.2 Wage Rates for Secretaries and Custodians: The Administration shall have the discretion to determine the starting wage rate for the first year that a secretary and custodian holds a position in the bargaining unit. However, no new hire shall be paid more than a current employee with equivalent experience. Such an employee continuing in a bargaining unit position for a second or subsequent year shall receive the following increase in wage rate over the prior year's wage rate:

2016-2017: 2%
2017-2018: 3%
2018-2019: 2.25%

8.2.1 In the event the outsourcing of food services ceases, the provisions of Article 8.2 and this article shall resume in full force for food service employees.

Effective July 1, 2014, food service employees who have attained Level 2 certification through the School Nutrition Association (SNA) shall receive an additional $0.25 per hour. Employees shall receive the additional compensation in the first payroll in September or the first payroll in January after demonstrating attainment of the requisites for the respective stipend.

8.3 An employee who actually worked more than 50 percent of the work days for that employee's position during the prior year shall receive credit for one full year of experience.

8.4 An employee's wage increase may be withheld if the superintendent concludes that the employee's performance was unsatisfactory during the prior year.

8.5 Effective July 2014, all employees who have been employed by the Henniker School District shall receive annual longevity pay based on years of service, to be paid in a separate lump sum payment on or before December 1st in accordance with the following formula:

Completed Years of Service*:

After 10 years $200.00
After 15 years $300.00
After 20 years $500.00

*Years of service will be computed on November 1st of each year.

ARTICLE 9—INSURANCE

9.1 Health Insurance

9.1.1 The District shall offer health insurance.

9.1.2 For an employee who works at least 35 hours per week and at least 200 days per year, the District shall pay 85 percent of the premium for whichever plan and coverage (single, 2-person or family) the employee selects. Each year that such an employee declines the health insurance offered by the District, the employee shall receive a stipend of $1000 if the employee is eligible for single coverage, $2000 if the employee is eligible for 2-person coverage and $3000 if the employee is eligible for family coverage.

As of July 1st, 2014, the Henniker School District will offer only High Deductible Health Insurance Plans backed by Health Savings Accounts (HSAs). The District will offer LGC Health Trust's Lumenos 2500/5000 plan or its equivalent.

Upon any change to a new provider, any savings in health and medical insurance shall result in an equitable sharing of savings between the District and the Bargaining Unit.

1. Health Savings Accounts: Eligible Bargaining Unit Members as defined above will receive the following contributions from the Henniker School District towards their Health Savings Accounts. The amount contributed each year will be the larger of 50% of the individual plan deductible; or the plan deductible, less any pre-existing HSA funds.
2. Wellness Objectives: Eligible Bargaining Unit members as defined above will be eligible to earn up to $1,000 in contributions to their HSA by completing a set of personal wellness objectives. The District will make available a schedule of available wellness activities in which bargaining unit members can participate throughout the school year, in order to meet their objectives, an earn their contributions.
3. HSA Funding: All standard HSA contributions shall be made on January 1st. The District will contribute either 50% of the individual plan deductible ($1250.00) or replenish the HSA to fully funded status, whichever is the greater amount. In order to be eligible to receive funding in excess of 50% of the individual plan deductible ($1250.00), Eligible Bargaining Unit members will need to submit documentation necessary to demonstrate deductible expenditures. For eligible Bargaining unit members beginning employment midyear, all standard (prorated) HSA contributions shall be made on the first day of the month following their first day of employment. Eligible Bargaining Unit members who receive their

contribution on January 1st and leave the District before the end of the calendar year shall refund the District the prorated amount of their total annual standard contributions. Earned Wellness Contributions shall be paid at the beginning of the month following completion of an objective. Additionally, eligible Bargaining Unit Members may fund their own HSAs with pre-tax contributions. No contributions can be made beyond the Federally defined limit for any given plan year, even if bargaining unit members continue to obtain wellness achievements.

4. Education, Training and Support: The District shall provide tools, training, and assistance for Bargaining Unit members to better understand their High Deductible Plan, and how to best maximize the use of their deductibles.
5. HSA Enrollment: Bargaining Unit members without an existing HSA may enroll for an HSA through an arrangement provided by the District.
6. Transferability: Health Savings Accounts are owned by Bargaining Unit members, and as such travel into and out of the District with these individuals. Eligible Bargaining Unit members that enter the District with existing HSAs showing a positive balance shall be subject to 'pre-existing funds' component of Section 1 above.

9.1.3 All other employees may participate in said health insurance plans at their own expense, subject to the insurer's permission.

9.1.4 Either party, with written notice to the other by September 1, 2014, may reopen negotiations on medical insurance under this agreement for the 2014-2015 contract year. In the event that neither party requests to reopen negotiations in accordanace with this provision, or unless otherwise agreed by the parties, no change in medical insurance, including but not limited to cost-sharing shall occur.

9.2 Dental Insurance:

9.2.1 For an employee who works at least 35 hours per week and at least 200 days per year, the District shall pay 100 percent of the premium for dental insurance with whichever coverage (single, 2-person or family) the employee selects.

9.2.2 All other employees may participate in said dental insurance plan at their own expense, subject to the insurer's permission.

9.3 Life Insurance: For each employee who works at least 35 hours per week and at least 200 days per year, the District shall pay 100 percent of the premium for a $25,000 term life and accidental death and dismemberment insurance policy.

9.4 Long-Term Disability Insurance: For employees who work at least 35 hours per week and at least 200 days per year, the District shall pay 100 percent of the premium for long-term disability insurance under the current policy, Mutual of Omaha policy no. GLTD-67D3, or an equivalent policy.

9.5 The District shall offer all employees the opportunity to participate in an Internal Revenue Service Section 125 Flexible Spending Account Plan.

ARTICLE 10—LEAVES

10.1 Sick Leave:

10.1.1 Custodians and secretaries who work at least 35 hours per week and at least 200 days per year shall receive 1.25 paid sick days per month (15 days per full calendar year), up to a maximum accrual of 120 days.

10.1.2 Other employees who work at least 20 hours per week and at least as many work days as student days per year shall receive one paid sick day per month (10 days per full school year), up to a maximum accrual of 50 days.

10.1.3 A sick leave bank shall be created for use by the members of the bargaining unit under the following conditions:

a) The sick leave bank is established and maintained by each bargaining unit member's voluntary donation of one (1) of his/her sick leave days, for which that member is eligible, during the contribution period of October of each year.
b) To become eligible for benefits from the bank the bargaining unit member must have contributed to the bank during the past twelve months prior to date of application. The bargaining unit member must have exhausted all of his/her accumulated sick leave and provided evidence of their medical disability, requiring exhaustion of all leave options.
c) No member may draw more than fifty (50) days in any school year.
d) If during the school year the Sick Leave Bank falls below 20 days, any bargaining unit members may contribute one additional day to the Bank.
e) Unused days will accrue from one school year to the next, to a maximum of 120 days.
f) The Union shall appoint two members and the District shall appoint one member to administer the Sick Leave Bank.

10.2 Personal Leave:

10.2.1 Custodians and secretaries who work at least 35 hours per week and at least 200 days per year may use up to 3 sick days per calendar year as paid personal days.

10.2.2 Other employees who work at least 20 hours per week and at least as many work days as student days per year may use up to 2 sick days per calendar year as paid personal days.

10.2.3 Personal leave may be taken for urgent personal business that cannot be conducted outside school hours. Personal leave may not be used for recreation. The employee shall provide at least 48 hours advance notice to the principal of the need to take personal leave, except in emergencies.

10.2.4 Personal leave may not be accumulated and carried over year-to-year.

10.3 Bereavement Days: Employees who work at least 20 hours per week and at least as many work days as student days per year are permitted to take up to 5 paid days per occurrence for deaths in the immediate family. The "immediate family" means the employee's spouse, children, parents, parents-in-law, grandparents and siblings. Bereavement leave may not be accumulated and carried over year-to-year.

10.4 Vacation: Custodians and secretaries who work at least 35 hours per week and at least 260 days per year shall earn the following paid vacation leave:

A. During 1-6 years of service to the Henniker School District, 0.833 days per month (2 weeks per full contract year).

B. After completing 6 or more years of service to the Henniker School District, 1.25 days per month (3 weeks per full contract year). (Note: An employee who has completed six years of service and starting their seventh year would receive 1.25 days per month).

C. Employees shall not be entitled to use vacation leave during his/her probationary period; however, the employee earns vacation leave during this time.

D. Vacation days will be credited to the employee on July 1st of each year for the upcoming year. Should an employee leave the employment of the District prior to accruing the entire number of vacation hours advanced by the district, the District shall collect the financial value of the hours from the employee. Any such action by the District to collect such monies includes deducting the value of the vacation hours not accrued but used from the employee's check.

E. Any excess vacation days not used by June 30th can be carried over and used by September 30th or they will be lost if not used by September 30th.

10.5 Holidays:

10.5.1 Custodians who work at least 35 hours per week and at least 260 days per year shall receive the following paid holidays:

Half Day before New Year's Day
New Year's Day
Civil Rights Day
President's Day (to be used during school vacation)
Memorial Day
Independence Day
Labor Day
Veteran's Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day
Floating holiday that must be taken in the month of July

10.5.2 Secretaries who work at least 35 hours per week and at least 200 days per year shall receive the following paid holidays:

Half Day before New Year's Day
New Year's Day
Civil Rights Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Half day before Christmas
Christmas Day
Floating holiday that must be taken in the month of July

10.5.3 All other employees who work at least twenty (20) hours per week and the student year shall receive the following paid holidays:

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day

10.6 Professional Days: Except for custodians, all employees who work at least 20 hours per week and at least as many work days as student days per year may be granted one day of paid professional leave per year, subject to the administration's discretion and prior approval.

10.6.1 Para II Certification:
In an effort to give all currently employed non-certified para-educators the opportunity to become certified with no out of pocket costs, the District agrees to provide professional development on-site at the school or SAU 24 office to help prepare para-educators for Para II certification.

The work year for para-educators will be extended to 182 days to include para-educators in Common Day Workshop. Administrators will provide training appropriate for para-educators at Common Day Workshop and at professional development Early Release Days.

The District will make every effort to structure and deliver Instructional Facilitator training to maximize utility for Para II certification. The District will issue certificates of attendance, to include date, hours and content of training.

The District shall set aside dedicated time during the 2016-2017 school year to meet with Para I employees to review the necessary processes and pathways for seeking Para II certification.

Formal assessment is required by the State of New Hampshire for any candidate for certification who does not possess an Associate's degree or two years of successful course work at the college level. The District agrees to reimburse any para-educator employed during this contract the fee charged by ETS for the ParaPro Assessment, upon submission of passing scores to the District.

It is understood by all parties that paraprofessionals hired after July 1, 2014 will be limited to the Level I or Level II salary schedule in Appendix A-1 until achieving Para II certification.

Upon submission of Para II certification mid-year, a one-time stipend of $200.00 shall be paid to para-educators. They will be placed on Para II track the next school year.

10.7 Unpaid Leave: Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the Superintendent. The Superintendent's decision shall not be subject to the provisions of the grievance procedure.

10.8 Jury Duty Leave: An employee who is called to perform jury duty shall be paid the difference between the fee received for such service and the employee's regular per diem rate of pay. Satisfactory evidence of the jury duty performed and the fee received for such service must be submitted to the Superintendent's office. Payment of meals and/or mileage shall not be considered part of the fee for the purpose of this Agreement.

ARTICLE 11—DUES AND DEDUCTIONS

11.1 Upon individual written authorization by an employee who is a member of the Union, the District agrees to deduct from the pay of such employee the current Union dues, as certified to the District by the Treasurer of the Union. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. The District shall forward the amount so collected to the Union at least once per month. However, the District shall not deduct dues from the wages of any employee who notifies the District and Union in writing that he/she is withdrawing a previous authorization for such deductions.

11.2 Should there be a dispute between an employee and the Union over the matter of deductions, the Union agrees to defend, indemnify and hold harmless the District in any such dispute.

ARTICLE 12—REDUCTION IN FORCE

12.1 The Board and administration shall have the authority to determine the number and qualifications of employees in each job classification.

12.2 In the event the Board and administration determine that it is necessary to conduct a reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements within each job classification in a good faith effort to avoid potentially unnecessary layoffs.

12.3 If further reduction in force is necessary within a job classification, the administration shall choose employees for layoff within that job classification based upon assessment of the employee's ability, qualifications, experience and performance. If all these factors are relatively equal in the judgment of the Superintendent or his/her designee, the employee(s) with the least seniority shall be laid off first from that job classification.

12.4 Definitions:

12.4.1 "Job classification" means the positions listed in Section 1.2.

12.4.2 "Seniority" shall be calculated from the date than an employee commenced his/her current term of continuous employment by the School District in a position in this bargaining unit.

ARTICLE 13—MISCELLANEOUS

13.1 The normal workday shall be defined as not less than six (6) hours. It is agreed by the parties that on occasion there may be the need for part-time positions to address unique students' needs but a work day of less than six (6) hours per day should be considered the exception and not the rule. Except in the case of emergencies, employees shall receive an uninterrupted and duty free unpaid lunch of at least thirty (30) minutes per day.

13.2 As provided in RSA 275:56, the bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the District pertaining to said bargaining unit member, originating after initial employment and to have a representative of the Union accompany him/her. The bargaining unit member shall be notified by the Human Resources office within 45 days of any items being placed in said file (annual evaluations shall clearly state and thus serve as notification, that said evaluation shall be placed in the employee's HR file). The bargaining unit members may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. When a bargaining unit member is requested to sign material placed in the file, such a signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content

of the material. The bargaining unit member may at any time request a copy of said file, excluding initial references, and such copy shall be provided within 10 business days at the District's expense.

13.3 When an unplanned delayed opening of school or an unplanned early release from school occurs (e.g., due to weather conditions), employees shall be paid for the hours lost as a result of the unplanned delayed opening or unplanned early release.

13.4 Employees who are required and authorized to use private automobiles for school-related business, including but not limited to attendance at workshops and seminars and field trips, shall be reimbursed at the current IRS mileage rate.

ARTICLE 14—SEPARABILITY

14.1 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in force and effect. In such instance, The School Board and the Union shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

ARTICLE 15—DURATION

15.1 This Agreement shall be in full force and effect from July 1, 2016 through June 30, 2019.

AGREED to by and between the parties at Henniker, New Hampshire, as evidenced by the signatures of their duly authorized representatives, set for the below this 19th, day of April 2016.

Henniker School Board By it Board	Henniker Community School Support Staff AFT Local #6314, AFT-NH, AFL-CIO
[signature]	Brenda L J Varga
Ellen M Fioretti	Karen M Flecchia
James McElroy	Dale M. Ward
[signature]	
Peter R Flynn	

Henniker Support Staff
Appendices A-1
Wage Schedules

2016-2017

											16-17
Level 1	1	2	3	4	5	6	7	8	9	10	Off
	9.85	10.14	10.43	10.75	11.18	11.57	11.98	12.39	12.80	13.21	1.5%
Level 1-A	10.35	10.64	10.93	11.25	11.68	12.07	12.48	12.89	13.30	13.71	1.5%
Level II	10.45	10.76	11.07	11.39	11.85	12.25	12.66	13.07	13.48	13.89	1.5%
Level II-A	10.95	11.26	11.57	11.89	12.35	12.75	13.16	13.57	13.98	14.39	1.5%
Level III	11.05	11.37	11.70	12.05	12.53	12.93	13.34	13.75	14.16	14.42	1.5%

Level 1: All para-educators not referenced in Level II.
Level I-A: Level I para-educators who are Para-II certified.

Level II: Para-Educators for significantly impaired students. Not all 1:1 instructors.
Level II-A: All Level II para-educators who are Para-II certified.

Level III: Program Assistants, SSC, Computer Lab, Health Office

Previous experience related to the job will be considered when placing new hires on the schedule.
One step will be given for every two (2) years of full-time school employment.
No new hires will be placed at a step on the wage schedule that is higher than the highest step for a current employee with equivalent credited educational experience and degrees.

New or continuing employees with:
Associate's Degree will be placed one step higher than if held HS diploma.
Bachelor's Degree will be placed two steps higher than if held HS diploma, and one step higher than if held Associate's Degree.

Para-educators who are off schedule and earn Para II certification will receive a one-time $.50 per hour increase in the rate of pay at the start of the school year following attainment of Para II certification.

2017-2018

											17-18
Level 1	1	2	3	4	5	6	7	8	9	10	Off
	10.24	10.55	10.85	11.18	11.63	12.03	12.46	12.89	13.31	13.74	4.0%
Level 1-A	10.74	11.05	11.35	11.68	12.13	12.53	12.96	13.39	13.81	14.24	4.0%
Level II	10.87	11.19	11.51	11.85	12.32	12.74	13.17	13.59	14.02	14.45	4.0%
Level II-A	11.37	11.69	12.01	12.35	12.82	13.24	13.67	14.09	14.52	14.95	4.0%
Level III	11.49	11.82	12.17	12.53	13.03	13.45	13.87	14.30	14.73	15.00	4.0%

Level 1: All para-educators not referenced in Level II.
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2018-2019

											18-19
Level 1	1	2	3	4	5	6	7	8	9	10	Off
	10.50	10.81	11.12	11.46	11.92	12.33	12.77	13.21	13.64	14.08	2.5%
Level 1-A	11.00	11.31	11.62	11.96	12.42	12.83	13.27	13.71	14.14	14.58	2.5%
Level II	11.14	11.47	11.80	12.15	12.63	13.06	13.50	13.93	14.37	14.81	2.5%
Level II-A	11.64	11.97	12.30	12.65	13.13	13.56	14.00	14.43	14.87	15.31	2.5%
Level III	11.78	12.12	12.47	12.84	13.36	13.79	14.22	14.66	15.10	15.38	2.5%

Level 1: All para-educators not referenced in Level II.
Level I-A: Level I para-educators who are Para-II certified.

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