



JAFFREY-RINDGE
COOPERATIVE SCHOOL DISTRICT

AGREEMENT

BETWEEN

JAFFREY-RINDGE COOPERATIVE SCHOOL BOARD

AND

JAFFREY-RINDGE SUPPORT STAFF ASSOCIATION

JULY 1, 2015 – JUNE 30, 2016



JAFFREY-RINDGE
COOPERATIVE SCHOOL DISTRICT

PARTICIPANTS TO NEGOTIATIONS

FOR THE BOARD:

Jeffrey Clark-Kevan
Marsha Griffin
James Weimann

FOR THE SUPPORT STAFF:

Cheryl Davieau
Eleanor Martin
Jeannelle Moore
Lisa Pelkey
William Todd
Allison Steele

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PREAMBLE

The Jaffrey-Rindge Cooperative School Board (hereinafter “the School Board”) District and the Jaffrey-Rindge Support Staff Association (hereinafter “the Association), hereby enter into the following Agreement.

ARTICLE 1 – RECOGNITION

- 1.1 The School Board recognizes the Association as the exclusive bargaining representative of those Jaffrey-Rindge School District employees for whom the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Association as the exclusive bargaining representative.
- 1.2 In Decision No. 2005-037, the PELRB included the following full-time and part-time positions in this bargaining unit: custodians (including head custodian, maintenance and grounds personnel), secretaries, clerical aides, information technology technicians, instructional associates and library/media associates. The PELRB specifically excluded from this bargaining unit the director of maintenance and grounds and non-professional employees whose work site is at the SAU #47 Central Office.
- 1.3 As used in this Agreement, “employee” means a person holding a position in this bargaining unit.

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 Association will notify the School Board of its intent to negotiate no later than September 1 of the year before the expiration of this Agreement.

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, non-renew and retain employees in positions within the School District; (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, provided that this provision shall be used when the work requires skills or services which are not available in the bargaining unit and provided that this provision may not be utilized by the School Board to eliminate all positions in the bargaining unit; and (i) to take actions as may be necessary to carry out the mission of the District in emergencies.

- 3.2 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 and shall exercise the same without such exercise being the subject of a grievance or arbitration.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.1 Definitions:

4.1.1 A “grievance” is defined as a claim by a member of the bargaining unit that he/she has been harmed by 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; and (7) any matter which this Agreement states shall not be subject to the grievance process.

4.1.2 For purposes of the grievance procedure, “immediate supervisor” means the Director of Building and Grounds for custodians, grounds and maintenance employees; means the Principal for secretaries, clerical aides and library/media employees; means the Director of Information Technology for information technology employees; and means the Assistant Superintendent for Student Services for other employees.

4.1.3 For purposes of the grievance procedure, “days” means business days, except when the District is closed for all operations.

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

4.2.1 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.

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

4.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her immediate supervisor, provided that any informal resolution is consistent with the terms of this Agreement, and provided that the Association is notified of any informal resolution.

4.4 Formal Procedure:

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 immediate supervisor. The written grievance shall specify the nature of the grievance, the date of occurrence, specific provisions in this Agreement that allegedly were violated, and the remedies sought. The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) business days of receipt of the written grievance.

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) business days after receipt of the immediate supervisor's decision or, if none, no later than five (5) business days after the deadline for the immediate supervisor'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 immediate supervisor and the immediate supervisor's written decision. The superintendent shall communicate his/her decision in writing to the employee within twenty (20) business days after receipt of the appeal to the superintendent.

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) business days after receipt of the superintendent's decision or, if none, no later than (5) business 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 shall communicate its decision in writing to the employee within thirty (30) business days after receipt of the appeal to the Board.

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

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

4.5.1 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) business days following receipt of the request for arbitrator, either party may request the American Arbitration Association,

pursuant to its rules, to submit to the Association and the Superintendent rosters of persons qualified to function as an arbitrator.

4.5.2 The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He/she 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.

4.5.3 The cost for 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 Association.

4.6 The arbitrator's decision shall be final and binding. The arbitrator shall issue his decision to the District and the Association within thirty (30) days after close of the arbitrator's hearing.

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

4.8 An Association Board Member and/or NEA-NH Representative may be present with the grievant at all formal steps of the grievance process if requested by the grievant.

ARTICLE 5 – DISCIPLINARY PROCEDURES

5.1 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. The employee shall be provided with an explanation and reasoning for the discipline.

5.2 The following shall not constitute discipline and shall not be subject to the grievance procedure: expiration of the expected duration of employment that is set forth in the Notice of Intent to Employ, ending employment with 10 work days notice pursuant to Section 7.1, expiration of an assignment, and reduction-in-force.

5.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.

ARTICLE 6 – JOB OPENINGS

6.1 All job openings in the District will be posted in writing for a minimum of five (5) business days prior to selecting a person for the position. Notice will be posted in the main office of each school and via district-wide email.

ARTICLE 7 – NOTICE OF INTENT TO EMPLOY

- 7.1 The District shall provide by June 7 of each year, for continuing employees only, a notice of intent to employ, including the expected position, expected immediate supervisor, expected rate of pay, expected hours per day, and the expected days per year, including workshop days.

Such notice of intent to employ will specify that the employee or the School District may end the employment at any time with or without reasons by providing ten (10) business days written notice to the other. A notice of intent to employ 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 notice of intent to employ, the employee must sign and return it to the Superintendent by June 30. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.
- 7.3 Once an employee returns a notice of intent to employ by June 30, should a change in the expected terms of employment be contemplated by the District, the employee shall be notified prior to any change being made. An employee who does not agree to said notified change shall be considered to have resigned in good standing.

ARTICLE 8 – WAGES AND HOURS

8.1 **Wage Rates:**

- 8.1.1 The following employees shall be paid wage rates in accordance with the wage schedule that is attached hereto as Appendix A: instructional associates, library/media associates, custodians, secretaries, clerical aides and IT analysts.
- 8.1.2 All employees will be placed on the Step Schedule for 2015-16 and paid in accordance with the wage schedule.
- 8.1.3 Generally, no new employee shall be paid a higher wage rate than the highest wage rate for current employees in the same classification who have equivalent experience. The Superintendent may grant a new employee credit on the wage schedule for work experience in a comparable position, degrees or licenses. .
- 8.1.4 An employee who actually worked more than 50 percent of the work days for the employee's position during the prior year shall receive credit for one full year of experience.
- 8.1.5 An employee may be held at step if the Superintendent concludes that the employee's performance was unsatisfactory and noted in writing per Article 11 during the prior year.

8.1.6 For the term of this agreement, employees who do not fall within the wage schedule will be rewarded for continuing service. These employees will be paid at the Step 24 base rate of pay plus \$0.25 per hour for each year of continuing service thereafter.

8.2 **Regular Pay:** All employees will receive appropriate pay for all hours worked. “Regular” Pay shall consist of customary and routinely scheduled hours of work which are relatively consistent by position. Regular Pay is defined as all hours worked up to 40 hours per week with the exception of the pay types included in Sections 8.2.1 through 8.2.3. In addition to Regular Pay, with prior authorization from a qualified supervisor as defined in 4.1.2, all employees are also eligible for the following categories of pay.

8.2.1 **Overtime:** All authorized hours worked in excess of 40 hours per week will be paid at 1 ½ times the employee’s regular hourly rate. Employees may be required to work overtime for District functions. Where possible, one-week’s notice will be provided of required overtime.

8.2.2 **Holiday Labor:** All work conducted on holidays (as identified in Section 10.5) will be compensated at an overtime rate of 1 1/2 times the standard rate. This rate of pay for hours worked supplements any other form of Holiday Pay to which employees may be eligible. Holiday Labor compensated at overtime rates will not be included in the normal weekly overtime calculation.

8.2.3 **Call Back Pay:** Employees called back or called in to work outside their normal work hours shall be paid a minimum of three (3) hours, or the actual time worked, whichever is greater. Call Back Pay on Holidays (as identified in Section 10.5) is eligible for Holiday Labor.

8.2.4 **Early Release or Delayed Opening:** If a school day is dismissed or has a delayed opening due to inclement weather, or an emergency, and yet it qualifies as an official school day, eligible employees will be able to continue working and be paid for all hours worked (total hours not to exceed normal work day hours), if authorized by their direct supervisor.

ARTICLE 9 – INSURANCE

9.1 **Health Insurance:** The District shall offer the following health insurance plans for the length of this agreement, July 1, 2015 through June 30, 2016: SchoolCare Point-of-Service, SchoolCare HMO, SchoolCare Open Access+, or equivalent plans. However, during this agreement health insurance providers may be changed at the discretion of the School Board. One member of JRSSA, appointed by the JRSSA, will sit on any Health Insurance Study Committee.

9.1.1 For an employee who works at least 30 hours per week and at least 210 days per year, the District shall pay the following percentages of the premium for whichever plan and coverage the employee selects.

From July 1, 2015 through June 30, 2016:

	<u>Single</u>	<u>2-Person</u>	<u>Family</u>
POS	84%	79%	79%
HMO	85%	80%	80%
OA+	85%	80%	80%

9.1.2 For an employee who works at least 30 hours per week, but fewer than 210 days per year, the District shall pay the following percentages of the premium for whichever plan and coverage the employee selects.

From July 1, 2015 through June 30, 2016:

	<u>Single</u>	<u>2-Person</u>	<u>Family</u>
POS	84%	76%	76%
HMO	85%	77%	77%
OA+	85%	77%	77%

9.1.3 If a married couple is employed by the School District, the spouses may not be covered under two separate School District health insurance plans.

9.1.4 The District shall make available qualified Medical and Dependent Care Flexible Spending Accounts (FSA) to all employees electing to participate in the District’s Health Insurance Plan. Based on the employee’s level of insurance coverage, the District shall contribute the following sums to each employee and the employee may allocate the entire amount into one Plan or divide the amount into both Plans: Single Coverage - \$100; 2-Person Coverage - \$175; Family Coverage - \$250. Employees must make an active election to participate during each open enrollment to be eligible for these funds.

9.1.5 Each year that an employee who works at least 30 hours per week declines the health insurance offered by the district and presents documentation that the employee has obtained alternative health insurance that is not subsidized (e.g., not subsidized under the Patient Protection and Affordable Care Act), the employee shall receive a stipend. The stipend shall equal \$1000 minus any penalty incurred by the district because the employee obtains subsidized health insurance (e.g., subsidized under the Patient Protection and Affordable Care Act).

If a married couple is employed by the school district and both spouses are covered under school district insurance plan, neither spouse shall receive this stipend. The stipend will be paid to eligible employees on or about June 15 each year if the employee has completed the benefit plan year and has not received any medical benefits through the school district.

9.2 **Dental Insurance**

9.2.1 For an employee who works at least 30 hours per week, the District shall pay 100% of the premium for dental insurance with single coverage.

9.2.2 An employee who works at least 30 hours per week may participate in 2-person or family coverage, subject to the insurer's permission. However, the employee shall pay the difference between the cost of such coverage and the dollar amount paid by the District for single coverage under Section 9.2.1.

9.2.3 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 30 hours per week, the District shall pay 100% of the premium for a \$40,000 term life and accidental death and dismemberment insurance policy that include double indemnity in the event of accidental death.

9.4 **Long-Term Disability Insurance:** For employees who work at least 30 hours per week, the District shall pay 100% of the premium for long-term disability insurance under the current policy or a comparable policy.

ARTICLE 10 – LEAVES

10.1 **Sick Leave:**

10.1.1 Employees who work at least 30 hours per week and at least 210 days per year shall receive one (1) paid sick day per month (12 days per full calendar year), up to a maximum accrual of 100 days.

10.1.2 Employees who work at least 30 hours per week and less than 210 days per year shall receive one (1) paid sick day per month from September to June (10 days per full school year), up to a maximum accrual of 100 days.

10.1.3 **Disclosed Leave:** From the above identified sick days, employees shall be allowed two days leave for disclosed reasons, which are by nature a necessity or emergency:

- a) With prior authorization from a qualified supervisor as defined in 4.1.2 one week in advance, except in emergency cases, and;
- b) For all reasons considered necessary by the qualified supervisor as defined in 4.1.2.
- c) All requests for personal leave must be submitted to the qualified supervisor as defined in 4.1.2 in writing when practicable.

10.1.4 **Undisclosed Leave:** From the above identified sick days, employees shall be allowed two days undisclosed leave for reasons that they find necessary without disclosing those

reasons to their supervisor, provided that these “undisclosed days” do not immediately precede or follow a school vacation.

10.1.5 **Sick Bank:** It is agreed that a pooled sick day bank will be established to provide additional sick days to those employees determined to be eligible based on criteria in Appendix B.

Each employee has the option of contributing to the sick day bank, but only those who contribute may use the bank. Contributions will be made at the beginning of each school year prior to September 30th, and for the employee hired after the start of the school year, 30 days after employment begins. A minimum initial contribution of one (1) day is required to be eligible to use the bank, however more days can be contributed. The days in the bank will accumulate from year to year. The maximum number of days per year allocated into the Bank each year will not exceed 125 days in any given year. If the number of days in the sick days bank falls below forty-five (45), further contributions will be solicited. Continued coverage is dependent upon continued contributions.

The District will maintain accurate records of contributions and withdrawals to/from the bank.

A committee established by JRSSA will review and authorize requests for withdrawals from the sick bank. All requests will be considered on a case-by-case basis.

10.1.6 When an employee returns to work after 3 or more consecutive days of absence due to illness, the employee may be required to submit a physician’s release certifying that the employee is fit to return to work.

10.1.7 Each employee’s payroll check stubs shall indicate that employee’s remaining balance of sick days.

10.2 **Sick Day Buybacks:**

10.2.1 Employees who retire at age 50 or older will be compensated for up to one hundred (100) accumulated sick days at the following percentages of the employee’s per diem pay rate:

<u>Years of Experience In The District</u>	<u>% of Per Diem Pay Rate</u>
25 or more years	100 %
20-24 years	75 %
15-19 years	60 %
10-14 years	50 %

10.2.2 Employees must provide a non-rescindable notification of intent to retire to the School District. Any employee applying after November 30 of the year proceeding their retirement, may receive this benefit one year after retirement.

10.2.3 Employees must collect retirement through the New Hampshire Retirement System to be eligible for this benefit.

10.2.4 Employment shall be calculated from the date that an employee commenced his/her current term of continuous employment by the School District in a position covered by this bargaining unit.

10.3 **Bereavement Days:** All employees are permitted to take three (3) paid days per occurrence for the deaths in the immediate family. Immediate family shall be interpreted as spouse, children, parents, grandchildren, grandparents, siblings, stepparents, stepchildren, stepsiblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or any person with whom the employee currently makes his/her home. The employee may take one (1) paid day per death to attend the funeral of any other relative or close friend. Unused bereavement/funeral leave shall not be accumulated and carried over year-to-year.

10.4 **Vacation:**

10.4.1 Employees who work at least 30 hours per week and at least 210 days per year shall earn the following paid vacation leave:

<u>Years of Experience in the District</u>	<u>Number of Days</u>
First Year of Employment – After 6 months	5 days
In the 2 nd through 5 th	10 days
In the 6 th	11 days
In the 7 th	12 days
In the 8 th	13 days
In the 9 th	14 days
In the 10 th	15 days
In the 11 th	16 days
In the 12 th	17 days
In the 13 th	18 days
In the 14 th	19 days
In the 15 th plus	20 days

10.4.2 It is expected that vacations will be taken at a time agreeable to both the employee and the District. Vacations should be approved at least two weeks in advance of the vacation by your immediate supervisor.

10.4.3 If a paid holiday falls within an employee's vacation, the employee will not use a vacation day for that day. Employees may not use vacation time in units of less than one-half day.

10.4.4 Vacation leave must be used in the year it is earned and may not be carried forward to the next year. Any exception must be requested in writing to the Superintendent no later than June 15th annually. The Superintendent will authorize each request individually.

10.4.5 Employees, who have been employed for more than six (6) months, who voluntarily terminate employment with at least two (2) weeks notice, will receive pay at their last pay rate for unused vacation time accumulated as of their termination date. Employees with less than six (6) months service will receive no unused vacation pay.

10.4.6 Employment shall be calculated from the date that an employee commenced his/her current term of continuous employment by the School District in a position covered by this bargaining unit.

10.5 **Holidays:** Employees who work 30 hours per week and at least 210 days per year shall receive the following paid holidays:

New Year's Day	Thanksgiving Eve
Martin Luther King, Jr Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
Veteran's Day	New Year's Eve

For the 2015-16 year, employees who work at least 30 hours per week, but fewer than 210 days per year, shall receive one paid holiday: Christmas Day.

10.6 **Jury Duty Leave:** The School District encourages employees to serve on jury duty. If called for jury duty, employees should notify their immediate supervisor as soon as possible to ensure proper staffing and avoid scheduling problems. The employee will be paid the difference between their pay for the jury duty and their regular pay. Verification, including the date(s) of service and the amount paid should be submitted to the Business Office. Employees are expected to return to work upon completion of their service.

10.7 **Military Leave:** The School District shall grant military leave of absence in accordance with state and federal law.

10.7.1 Employees are asked to inform the District as soon as possible if a military leave may be needed. An employee called to service not more than fifteen (15) business days for an actual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between the employees pay for such government service and the amount of earnings lost by the employee for such service, based on the employee's regular rate of pay.

10.8 **Family and Medical Leave:** The School District shall grant family medical leave in accordance with state and federal law.

10.9 **Other Leave:** Leave, paid or unpaid, may be granted for reasons other than those stated above at the sole discretion of the School Board, based upon the Superintendent's recommendation. The Superintendent's recommendation and the School Board's decision shall not be subject to the provisions of the grievance procedure.

ARTICLE 11 – PERFORMANCE EVALUATIONS

- 11.1 Evaluations shall be used to assess and communicate information concerning job performance to employees. The District shall evaluate each employee annually and provide a written evaluation (with respect to the individual's job description) by May 1; additional evaluations may occur on an as-needed basis. Job descriptions are accessible on the district's website.
- 11.2 The employee will meet with his/her evaluator to review and discuss the written evaluation. The employee may comment upon the evaluation orally and in writing. The evaluator shall be the Director of Building and Grounds for custodians, grounds and maintenance employees; the Principal or Assistant Principal for secretaries, clerical aides and library/media employees; Director of Information Technology for information technology employees; and the Principal, Assistant Principal, or Assistant Superintendent for Student Services with direct supervising teacher for instructional associates. The evaluator may obtain information and input from others as part of the evaluation process.
- 11.3 The employee shall sign the written evaluation to signify that he/she has seen and received a copy of it. The employee's signature on the evaluation does not signify that the employee necessarily agrees with the contents of the evaluation.

ARTICLE 12 – RIGHTS OF PARTIES

- 12.1 The Association and its representatives may use school buildings at reasonable hours for Association meetings and activities, provided that such meetings and activities do not disrupt or interfere with other school activities and operations.
- 12.2 The Association and its representatives may post notices addressed to employees in the bargaining unit on bulletin boards in teachers' rooms in each school and may be granted the use of employee mailboxes and email for communications with members of this bargaining unit. However, no Association notice shall be placed on a bulletin board or in an employee mailbox or email unless it has been signed by the appropriate Association representative. The Association acknowledges that the District may review such communications, and that such communications accordingly are not private or confidential. Notices, signs and other forms of communication may not be placed on or around School District property without the permission of the Superintendent or his/her designee.
- 12.3 The Association may, in accordance with School Board policy, be granted the privilege of using specific items of school office equipment at times when such equipment is not otherwise in use, provided that all paper and supplies to be used are supplied by the Association, and further provided that the Association accepts financial responsibility for any damage or maintenance charge which is incurred by such use.
- 12.4 An employee shall have the right to review the contents of his/her personnel file and to make copies of any documents contained therein within a reasonable time after the employee's request

to do so. The Superintendent or his/her designee shall be present during the inspection and copying of the file.

ARTICLE 13 – DUES AND DEDUCTIONS

- 13.1 Upon individual written authorization by an employee who is a member of the Association, the District agrees to deduct from the pay of such employee the current Association dues, as certified to the District by the Treasurer of the Association. 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 Association at least once per month. However, the District shall not deduct dues from the wages of any employee who notifies the District in writing that he/she is withdrawing a previous authorization for such deductions.
- 13.2 Should there be a dispute between an employee and the Association over the matter of deductions, the Association agrees to indemnify and hold harmless the District in any dispute.

ARTICLE 14 – REDUCTION IN FORCE

- 14.1 The Board and Administration shall have the authority to determine the number and qualifications of employees in each job classification. If a reduction in force in JRSSA staff is being considered by the school board, the JRSSA will be notified.
- 14.2 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.
- 14.3 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 equal in the judgment of the Superintendent or his/her designee, the employee(s) with the least seniority shall be laid off first from the job classification.
- 14.4 **Recall Rights**
- 14.4.1 Employees who were previously regarded as high-performing in a relevant classification subject to a reduction in force in the last two years will have the right of first recall (re-hire) in the event of a qualifying vacancy. Employees may request information about recall eligibility upon notification of the reduction in force.
- 14.4.2 Recall notices shall be mailed certified, return receipt requested. Employees shall be responsible for notifying the Superintendent in writing of his/her current address.

14.4.3 Employees shall have 10 business days to respond to any recall notice. Failure to accept recall shall terminate the employee's right of recall.

14.5 Definitions:

14.5.1 "Job classifications" are custodians, head custodian, maintenance technicians, groundskeepers, secretaries, clerical aides, information technology technicians, instructional associates and library/media associates.

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

ARTICLE 15 – SEPARABILITY

15.1 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 Association shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

ARTICLE 16 – DURATION

16.1 This Agreement shall be in full force and effect from July 1, 2015 through June 30, 2016.

Signed:

Date

Board Chair
Jaffrey-Rindge Cooperative School District

Date

Eleanor Martin, President
Jaffrey-Rindge Support Staff Association

APPENDIX A

2015-16 WAGE SCHEDULE

Track/Step	Clerical Aide	Custodian	IA & LMA	IT Analyst	Secretary
0	\$11.40	\$11.08	\$10.81	\$12.97	\$14.06
1	\$11.73	\$11.40	\$11.12	\$13.35	\$14.47
2	\$12.19	\$11.84	\$11.56	\$13.87	\$15.03
3	\$12.58	\$12.23	\$11.94	\$14.31	\$15.53
4	\$13.00	\$12.63	\$12.32	\$14.79	\$16.03
5	\$13.42	\$13.05	\$12.73	\$15.26	\$16.56
6	\$13.81	\$13.43	\$13.10	\$15.70	\$17.04
7	\$14.21	\$13.82	\$13.48	\$16.16	\$17.53
8	\$14.46	\$14.08	\$13.74	\$16.48	\$17.86
9	\$14.83	\$14.36	\$14.04	\$16.81	\$18.22
10	\$15.07	\$14.64	\$14.28	\$17.15	\$18.57
11	\$15.46	\$14.95	\$14.58	\$17.51	\$18.95
12	\$15.76	\$15.24	\$14.86	\$17.85	\$19.32
13	\$16.08	\$15.55	\$15.18	\$18.20	\$19.71
14	\$16.45	\$15.86	\$15.48	\$18.56	\$20.12
15	\$17.01	\$16.48	\$16.09	\$19.30	\$20.91
16	\$17.53	\$16.99	\$16.57	\$19.88	\$21.54
17	\$18.04	\$17.51	\$17.07	\$20.48	\$22.19
18	\$18.58	\$18.02	\$17.59	\$21.09	\$22.85
19	\$19.14	\$18.55	\$18.11	\$21.72	\$23.53
20	\$19.71	\$19.12	\$18.67	\$22.37	\$24.24
21	\$20.31	\$19.68	\$19.22	\$23.06	\$24.97
22	\$20.93	\$20.28	\$19.80	\$23.74	\$25.73
23	\$21.55	\$20.88	\$20.38	\$24.46	\$26.50
24	\$22.20	\$21.51	\$20.99	\$25.19	\$27.27

APPENDIX B

SICK BANK

CRITERIA FOR USE OF SICK DAY BANK

1. Employees must have exhausted all of their own accumulated sick and vacation days.
2. Employees must provide satisfactory medical documentation of their or other family member's disability or illness to the JRSSA Review Board.
3. Work related accidents are excluded from use of the bank.
4. A waiting period of thirty (30) calendar days (not school days) is required from the time of diagnosis of initial illness or disability.
5. An employee may draw up to forty-five (45) days from personal illness/disability and up to twenty (20) days for immediate family illness/disability from the bank in any one (1) school calendar year.
6. The sick day bank can be used only for illness or disability of a district employee or their immediate family member.

Immediate family shall be interpreted as spouse of the employee and employee's or spouse's mother, father, brother, sister, children, grandchildren and grandparents or any person with whom the employee currently makes his/her home and step-children.

SICK BANK APPLICATION PROCEDURE

1. Employee must submit a written request to the President of JRSSA, which should include satisfactory medical documentation of the illness or disability.
2. The JRSSA Review Board which consists of the President, Vice-President, (or Co-Presidents) and one (1) designated member-at-large known as the Sick Bank Coordinator, will make a decision within two (2) weeks.
3. Additional medical documentation may be requested.
4. All information and records will be treated confidentially.
5. The Association will review the Sick Bank records with the District on an annual basis.
6. A member of the sick bank who has been denied their request may appeal the decision.
7. The appeal will be reviewed by three (3) alternate JRSSA members.

APPENDIX C

The following employees shall be “grandfathered” to receive health insurance benefits in accordance with Section 9.1.2, sick leave benefits in accordance with Section 10.1.1, and holidays in accordance with Section 10.5, provided that they continue to work at least 35 hours per week and at least 190 days per year. This provision shall not apply to any additional employees or future hires.

Annette Gagne
Adele Remillard