



MONADNOCK SCHOOL DISTRICT
MONADNOCK EDUCATION SUPPORT
STAFF AGREEMENT (MESSA)

FOR THE YEARS 2015 – 2018

START JULY 1, 2015
ENDS JUNE 30, 2018

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AGREEMENT

This agreement entered into this 1st day of July, 2015, by and between the Monadnock Regional School District Board, hereinafter called the “Board” and the Monadnock Educational Support Staff Association, affiliated with the New Hampshire Education Association and the National Education Association, hereinafter called the “Association.” Except as otherwise provided herein, the parties agree to negotiate subject to the provision of RSA 273-A.

DEFINITIONS

SCHOOL: The term “School,” as used in this Agreement, means any work location or functional division maintained by the Board where instruction or supervision as assigned by the District, as required by the State, is offered to the children enrolled in the Monadnock Regional School District.

EMPLOYEE: The term “Employee,” as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

REPRESENTATIVE: The term “Representative,” as used in this Agreement, means the Association Representative(s).

PERSON: The term “Person,” as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

PELRB: The term “PELRB,” as used in this Agreement, means the New Hampshire Public Employee Labor Relations Board.

BARGAINING UNIT: The Monadnock Educational Support Staff Association as certified by the PELRB.

NON-BARGAINING UNIT: Employees of the School District who are not included in the group of employees included in the PELRB certification.

**ARTICLE I
RECOGNITION**

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all employees of the Monadnock Regional School District as certified by the PELRB.
- 1.2 Unless otherwise indicated, the term “employee,” when used in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article 1, and reference to male employees shall include female employees.
- 1.3 Except as otherwise provided in this Agreement, or otherwise agreed to in writing between the parties, the determination of policy, the operation and management of schools, and the control, supervision, and direction of the staff are vested exclusively in the Board.
- 1.4 If any new employee position is created during the life of this Agreement and the parties cannot mutually agree whether the position should be included in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

ARTICLE II
SCOPE OF AGREEMENT

- 2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretion and authorizations which by law are vested exclusively in them and this Agreement shall not be construed so as to limit or impair their exclusive statutory powers, discretion and authorities. Agreements reached pursuant to Article III hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretion and authorities.
- 2.2 The Board's personnel policies, regulations, and procedures concerning the functions, programs, methods, organizational structure, and direction of personnel which are in effect and are incorporated herein, provided that they are not in conflict with this Agreement. Such policies, regulations, and procedures may be amended by the District, provided they are not in conflict with this Agreement or modifications mutually agreed to in writing by the parties and with the understanding that this provision does not constitute a waiver of the Association's right to bargain over substantive changes in terms and conditions of employment which may result from such amendment(s), in accordance with RSA 273-A

**ARTICLE III
NEGOTIATION PROCEDURE**

- 3.1 On or before September 1 of the prior year in which this agreement is to expire either party may initiate negotiations in accordance with RSA 273:A. The parties shall meet not later than September 15th, at which time the Association shall submit its proposals, unless another date is mutually agreed to by the parties.
- 3.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 3.3 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.
- 3.4 If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare impasse. In the event of impasse, the rules and procedures for “Resolution of Disputes” as outlined under RSA 273: A-12 shall be followed.
- 3.5 The cost for the services of the mediator and/or fact finder including per diem expenses, if any, will be shared equally by the Board and the Association.
- 3.6 Determinations and/or recommendations under the provision of Section 3.4 of this Article III will not be binding on the parties in accordance with RSA 273: A
- 3.7 If the monies to fund the economic provisions are not appropriated as provided in this Article III, Section 3.3 and/or if either party rejects the recommendations set forth in this Article III, Section 3.6, then the parties shall do the following:
 - A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of this Agreement, and:
 - B. If either negotiating team rejects the neutral party’s recommendations, his/her findings and recommendations shall be submitted to the full membership of the employee organization and to the Board of the public employer, which shall vote to accept or reject so much of his/her recommendations as is otherwise permitted by law.
 - C. If either the full membership of the employee organization or the public employer rejects the neutral party’s recommendations, his/her findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of his/her recommendations as otherwise is permitted by law.

D. If the impasse is not resolved following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party and may involve the Board of the public employer if the mediator so chooses.

3.8 The parties may, by mutual agreement, pass over mediation and go directly to fact finding.

3.9 Neither party in any negotiations shall interfere with the selection of the negotiating or bargaining representatives of the other party.

**ARTICLE IV
ASSOCIATION RIGHTS**

- 4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made to the Principal in advance.
- 4.2 The Association, upon request, will be scheduled on the agenda at building meetings or orientation programs as determined by the Principal to present brief reports and announcements.
- 4.3 The Association will have the right to post notices on its activities and matters of employee concern in employee workrooms and shall continue to have the use of the district mail box system.
- 4.4 Upon notification by an employee the Board shall deduct association dues and forward such deductions to the Association treasurer. The Board shall be held harmless from any and all claims in connection therewith.
- 4.5 The Association may, with permission from the Building Principal, use school equipment normally used by employees for Association activities. However, expendable material will be at the expense of the Association and shall in no event exceed the actual costs to the District as determined by the Superintendent. If the Association uses school district copiers for Association business, the Association shall log the number of copies and reimburse the District at the rate of two (2) cents per copy. Payment shall be made within thirty (30) days of using the copier and payment shall be made to the SAU 93 Business Office.
- 4.6 Rights granted to the Association under this Article IV shall not, in the judgment of the Board, be disruptive or injurious to the Monadnock education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- 4.7 During the term of this Agreement, the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.
- 4.8 Request under the provisions of this Article shall mean permission and shall be made to the Building Principal, or his designee. Rights exercised under this article shall be coordinated by the Building Principal or his/her designee.
- 4.9 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours or in the filing or processing of grievances under the Agreement. Employees shall provide notification to their supervisor when substitutes are required.

- 4.10 Paid administrative leave shall be granted to employees for the purpose of attending the NEA-New Hampshire Delegate Assembly Convention, the NEA – New Hampshire Fall Conference, OR the NEA – New Hampshire Spring Conference. This shall be limited to one paid day per school-year for up to four (4) employees and no more than two (2) employees from any small elementary school. A small elementary school is defined as any elementary school having ten (10) or fewer employees. Employees shall be granted an additional day of unpaid leave to attend a second conference subject to the limitations set forth above.

The Association President or designee shall be granted two (2) additional days of paid administrative leave for purposes of conducting MESSA business. The Association President or designee shall provide twenty-four (24) hours' notice to his/her immediate supervisor prior to taking such leave.

- 4.11 New employees shall receive a copy of the collective bargaining agreement and a copy of the dues deduction from when they are provided with their employment packet.
- 4.12 Upon authorization from the bargaining unit member, the district shall deduct dues and contributions to the Association from the employee's paycheck.
- 4.13 The district shall provide the Association with the names of bargaining unit employees by September 15 of each year.

**ARTICLE V
EVALUATION**

- 5.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced employees for the purpose of improving work performance and when work performance is below acceptable standards, to establish a record for the purposes of taking remedial and/or disciplinary action.
- 5.2 The employee will be given a copy of the written evaluation report prepared by the evaluator. Before final copies are forwarded to an SAU administrator, the employee shall have the right to append a rebuttal. The forms will then be signed by the employee and forwarded to an SAU administrator. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.
- 5.3 The parties recognize and agree that, subject to the provision of this Article V, evaluation is a supervisory function. Any performance issue shall be brought to the attention of the employee within a reasonable timeframe, whether or not discipline will be imposed.
- 5.4 By September 30 of each school-year, each employee in the bargaining unit shall be made aware of the school district's current evaluation plan, provided with a copy of current evaluation form, and notified of the criteria, goals, and/or objectives upon which they will be evaluated. The Association shall have the right to contribute input and to meet and confer regarding any change to the plan; but in any event, the Board shall make the final determination with respect to any plan. The Board will apply the same plan throughout the district.
- 5.5 Each employee shall be entitled to access his personnel file during regular office hours upon notice to the Superintendent or his designee except in an emergency situation, in which event the information will be made available as soon as is reasonably possible.
- 5.6 The employee shall be notified when material is placed in his/her personnel file. The employee shall have the right to make appropriate response to any material contained in his personnel file and such response shall be made a part of the said personnel file. The employee has the right to make a copy.

**ARTICLE VI
TERMS OF EMPLOYMENT**

6.1 (A) Employees who work during the academic year only shall be called school-year employees. The academic year is defined as no more than 183 days.

(B) Effective July 1, 2015, the typical work day for regular, full-time school year employees shall be seven and a half (7.5) hours per day, which includes a 30 minute paid lunch. These employees are eligible for New Hampshire Retirement. Paid lunch will not be considered hours worked for purposes of determining overtime.

6.2 Employees who work during the academic year and whose work extends beyond the academic year up to 239 days shall be called extended-year employees.

The typical work day for regular, full-time extended-year employees shall be eight and a half (8.5) hours, which includes a 30 minute paid lunch. Paid lunch will not be considered hours worked for purposes of determining overtime.

6.3 Employees who work 240 or more days during the calendar year shall be called calendar-year employees.

The typical work day for regular, full-time calendar-year employees shall be eight and a half (8.5) hours, which includes a 30 minute paid lunch. Paid lunch will not be considered hours worked for purposes of determining overtime.

6.4 Overtime compensation for employees shall be as follows:

A. Hours worked, including holidays and vacation days, but excluding personal and sick leave in excess of forty (40) hours per week shall be compensated at one and one half times the employee's regular straight rate of pay.

B. There shall be no pyramiding of overtime pay.

C. In the event that the employer offers compensatory time off in lieu of overtime payment, the election of time off or pay shall be the employee's.

6.5 An employee shall receive a minimum of two (2) hours pay whenever he/she is called into work to handle an emergency.

6.6 No later than the last day of school each year, the superintendent shall notify, in writing, all education support personnel and non-certified school district employees who have completed their probationary employment period of the intent to continue or not to continue that employment into the next school year. Except for unusual circumstances, if possible,

employees shall be notified of their assignments for the next year no later than the last day of school.

- 6.7 The Association may submit suggestions regarding the school calendar on or before November fifteenth (15th) of the preceding year. The Association may also submit suggestions in the event that the Board determines that the calendar may be modified. The Board shall have the right to establish the school calendar and to make appropriate changes at any time. Such action by the Board shall not be subject to the grievance procedures of this Agreement.
- 6.8 The District may require an employee to attend a course or workshop, District-sponsored or otherwise, at no cost to the employee. Employees will be compensated for attending required District-sponsored workshops at their normal wage. Employees are encouraged, but not required to attend courses and workshops outside the normal work day.
- 6.9 (A) The Board will set aside an annual fund of \$20,000 for the purpose of funding staff Development for support staff, including courses and workshops which are relevant to the employee's classification.
- (B) The Request shall be made to the employee's supervisor who shall review the request with the curriculum coordinator, the Assistant Superintendent or the Student Services Director if appropriate.
- (C) If the request is denied, the employee has the right to appeal the decision to the Superintendent whose decision shall be final!
- (D) The employee must satisfactorily complete the course or workshop in order to receive reimbursement. In the event the employee takes a college course, he or she must receive a "C" or better or a "pass" if the course is taken pass-fail. In the event that an employee does not satisfactorily complete the course or workshop, he/she shall repay the district for any funds advanced. If the employee leaves district employment during the year in which the costs were encumbered, the refunded costs may be deducted from the last paycheck.
- (E) Employees seeking reimbursement for a course or workshop must apply for reimbursement in advance of taking the course or workshop, and must provide proof of attendance or reimburse the District for funds advanced. Initial disbursement of funds will be limited to \$750.00 and allocated on a first come, first served basis. In the event that all funds are not encumbered by April 15 of any year, any employee who has qualified expenses beyond \$750.00 may apply for additional funds. In the event that post-April 15 applications exceed funds available, those funds will be paid on a pro-rated basis.
- (F) The Board shall pay the cost of required job related recertification and/or licensing fees.
- 6.10 (A) Vacancies and Promotions: For purposes of this Section 6.10, a vacancy shall mean any opening which the Board has decided to fill and which is covered by this Agreement. This shall include any new positions openings due to separation from service, transfers, and promotions.

In the event that two or more employees apply for a vacancy, criteria for placement will include a combination of seniority, evaluation and experience in the job classification.

(B) During the school year, as soon as the Board determines if a vacancy exists, notices will be posted on the official bulletin board in each school as soon as the administration is aware of such vacancies. Such notice shall remain posted for ten (10) consecutive days, excluding Saturday and Sunday. Such notice shall contain the date of posting, job title, and the name of the person to which the application is to be submitted. After July first (1st), notices will be posted in the School Administrative Unit Office. A copy of all vacancies shall be forwarded to the Association as soon as the administration is aware of such vacancies. The Association shall be responsible for notifying the administration where to send said notices.

- 6.11 Employees shall not transport students in their personal vehicles.
- 6.12 Employees shall not be required to work in unsafe or hazardous conditions.
- 6.13 After July 1, 2013 Sunday work will be paid at time and a half.

**ARTICLE VII
RATES OF PAY**

- 7.1 The Compensation Plan and its application are set forth in Appendix A, B, C and D attached hereto.
- 7.2 Employees new to the District will be paid no later than the first full district pay period that they work.
- 7.3 Employees who work during the school year will have the option to choose one of the following payment schedules, with or without credit union deductions. This provision applies only to employees who have at least two (2) years' employment in the District.
1. Twenty-one bi-weekly payments during the period of service.
 2. Twenty-six bi-weekly payments during the period of service (year-round employees only).
 3. Employees shall notify the School Administrative Unit Office, in writing, no later than August 15th, of their method of payment for the coming year. Their selection will be in effect for that school year.
- 7.4 Employees who work shifts other than first shift shall receive a shift differential in accordance with the rates set forth below:

Weekdays	\$.35 per hour
Weekends	\$.50 per hour

**ARTICLE VIII
INSURANCE**

- 8.1 The Board agrees to maintain in effect single, two (2) person and family insurance plans as selected by the employees so long as they remain employed by the Monadnock Regional School District. Changes in the carrier may be made by mutual agreement. A summary of the benefits to be provided under said plan is set forth in Appendix E hereto.
- 8.2 For the length of this Agreement, the Board agrees to provide sufficient liability coverage so that every employee is insured up to one million dollars (\$1,000,000.00) for each incident.
- 8.3 The Board shall provide, without cost to the employee, group term life insurance in a sum of one time the employee's yearly wage up to the nearest thousand, with a minimum coverage of ten thousand dollars (\$10,000.00).
- 8.4 An employee on unpaid leave shall have the option of continuing his/her insurance coverage(s) at the group rate, provided that she/he pays the District for the appropriate premiums where such coverage is not prohibited by the carrier.

**ARTICLE IX
GRIEVANCE PROCEDURE**

9.1 Definition

A “grievance” is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An “aggrieved employee” is the person or persons making the claim. All time limits specified in this Article shall mean calendar days.

9.2 Purpose

The parties acknowledge that it is more desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix F attached hereto) and referred to the following formal grievance procedure (and a copy shall be sent to the immediate supervisor).

9.3 Right of Representation

An employee covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time, subject to his requesting such representation.

9.4 Time Limit

A grievance to be considered under this procedure must be initiated in writing by the employee within 45 calendar days of its occurrence, or within 45 calendar days of when the employee should have known of its occurrence.

9.5 Formal Procedure

The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates and any other related facts which will provide a sound basis for a complete understanding of any such grievance.

LEVEL A. Within seven (7) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved employee. Within ten (10) days following any such meeting the Principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) days of the receipt of an answer given at this level.

LEVEL B: Within ten (10) days of a grievance being referred to this level, the Superintendent (or his/her designee) shall meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within ten (10) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level, the grievance may be referred to the School Board.

LEVEL C: The Board or committee thereof shall meet with the participants of Level B and examine the facts of the grievance. The School Board shall meet with the Association at its next regularly scheduled Board meeting following the receipt of the grievance or within thirty (30) days of the receipt of the grievance, whichever is sooner. The Board shall submit its written response within fifteen (15) days of the meeting.

LEVEL D: If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provision of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall be advisory on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

- 9.6 Time periods specified in this procedure may be extended by mutual agreement.
- 9.7 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.
- 9.8 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B. A copy will be given to the building principal
- 9.9 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.
- 9.10 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- 9.11 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).
- 9.12 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

**ARTICLE X
LEAVES OF ABSENCE**

10.1 It is agreed that the use of leave days will be confined to purposes provided in this Article X.

10.2 (A) Employees shall accrue sick days according to the following:

Calendar year employees	12 per year
Extended year employees	11 per year
School year employees	10 per year

(B) Sick leave will be prorated according to the number of hours for which the employee is regularly scheduled.

C. An employee may be required to submit a doctor's note for absences of more than five (5) days in a row. The employee's supervisor will inform the employee of the need for a doctor's note prior to requiring it.

10.3 MATERNITY LEAVE

(A) Employees who become pregnant are expected to notify their principal of their expected due date at least ninety (90) days prior except in cases of emergency. The Board may request medical evidence of continued ability to perform duties adequately. Disability due to pregnancy shall be considered personal illness and shall be covered under 10.2 while the employee is actively employed by the School District.

(B) Newly hired employees shall be permitted to use up to ten (10) days of leave before earning such leave in their first year of employment. In the event that the employee separates from employment before he/she earns the number of sick leave taken, the balance shall be deducted from any final paycheck.

10.4 CHILD REARING

(A) Employees shall be entitled upon request to an unpaid leave of absence for child-rearing purposes for a period of up to fifteen months, including 12 weeks under the FMLA guidelines and the District's FMLA Policy. Such leave includes the birth or adoption of a child and shall commence with the birth of the child or when the adopted child is physically turned over to the employee (or earlier, if required by circumstances).

(B) Such leave will be unpaid, all or a portion of which may be covered by the Family And Medical Leave Act (FMLA) and the District's FMLA Policy.

(C) Whenever possible, the employee requesting child-rearing leave shall notify his/her Supervisor of his/her intent at least ninety (90) days prior to the date of the commencement of leave.

(D) The employee's position shall be held open for up to fifteen months including 12 weeks under the FMLA guidelines and the District's FMLA Policy and upon return; he/she shall be returned to his/her former position. School year employees are encouraged to return to work at the beginning of a marking period in order to minimize disruption of the school system. If for any reason the employee's position has been eliminated while he/she is on leave, that employee shall be offered the first available position for which he/she is qualified, subject to the seniority, layoff, and recall provisions of this Agreement.

- 10.5 The Board agrees to provide a short term disability policy for each employee. A summary of the benefits to be provided under said plan is set forth in Appendix E, hereto.
- 10.6 When requested, employees shall be entitled to three (3) paid bereavement days per occurrence for the death of a sibling, grandparent, in-laws, aunt, uncle, niece, or first cousin or other relative living in the employee's home. Employees shall be entitled to a single day per year for the death of a close personal friend. Employees shall be entitled to five (5) bereavement days per occurrence for the death of a spouse, domestic partner, child or parent.

The Superintendent or his/her designee may extend such leave at or grant additional bereavement leave at his/her discretion.

- 10.7 An employee who is absent due to a work-connected illness or accident (Worker's Compensation) shall, if requested by such employee, receive his net difference between Worker's Compensation payments and his/her full pay at his/her applicable salary rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick pay. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provision of the Worker's Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provisions of this Section shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any employee receive monies in excess of the regular net earnings to which he was entitled prior to any such Worker's Compensation claim. Deductions to the employee's sick leave shall be pro-rated as follows: one half (1/2) day if the net difference is less than fifty percent (50%), and one (1) full day if fifty percent (50%) or more. Proration is based upon the employee's normal workday.
- 10.8 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.
- 10.9 An employee called as juror will receive his/her normal paychecks and will sign over to the district his/her juror earnings.

- 10.10 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his pay for such government service and the amount of earnings lost by him for reason of such service based on the employee's regular daily rate.
- 10.11 Employees will be encouraged to take paraprofessional or training days for the benefit of the school district. These days, with or without pay, shall be at the sole discretion of the Superintendent of Schools, or his designee.
- 10.12 Employees are entitled to three (3) paid personal leave days per year (non-cumulative) with no restrictions. Leave shall be granted provided the employee follows the procedure outlined below:
- a. Employees shall submit written notice (Appendix G),
 - b. Twenty-four (24) hours notice shall be provided except in emergencies,
- 10.13 Leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the Board.

ARTICLE XI
SENIORITY, LAY OFF AND RECALL

- 11.1 No later than sixty (60) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the employee's first day of work. In the circumstance of more than one (1) individual having the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list.
- 11.2 The seniority list shall be prepared by the Employer and verified by the Association. A copy of the list shall be available in all buildings of the district by November 1st of each year. A copy of the seniority list and subsequent revisions shall be forwarded to the Association.

The School Administrative Unit Office will develop a list of employees separating the staff into the following categories:

- A. Paraprofessionals: Tutors, Instructional Assistants, and Library Assistants
- B. Custodians
- C. Secretaries
- D. Maintenance

- 11.3 All seniority, excepting as provided below, is lost when employment is severed by resignation, retirement, or discharge. However, seniority is retained if severance of employment is due to layoff (RIF) or approved leaves of absence. In cases of layoff, employees so affected shall retain all seniority accumulated as of the effective date of layoff or leave of absence.
- 11.4 (A) When the School Board makes a decision to reduce the number of employees within one or more of the bargaining unit classifications, employees within that classification or classifications shall be laid off based on their seniority as described in 11.1 above, unless a less senior employee is demonstrably more qualified than the senior employee. In the case of paraprofessionals who are tutors, the evaluation of qualifications shall include an analysis of the student's needs as set forth in the student's IEP. Demonstrably more qualified will be defined and measured by evaluations, experience in the position within the job classification, and professional growth/development.
- (B) Employees who have previously worked in another classification shall have the option to fill a vacant position in that classification instead of being laid off. He/she shall retain the right to be recalled to their original position for twenty-four (24) months.

- 11.5 Recall rights shall be consistent with the criteria established for layoffs.
- A) Recall rights shall be for a period of twenty-four (24) months from the last date of employment in the district.
 - B) To be eligible for recall, each employee shall be responsible for notifying the district of their wish to remain on the recall list. The District shall attach the recall notice form to the employee layoff notice and the employee must return the form to the District within fifteen (15) days of the notice of layoff.
- 11.6 Refusal of an offer from the Employer of a like position from which the employee was laid off or failure to respond within fifteen (15) days of the receipt of a written offer of a position made by the Employer shall be cause for termination of recall rights.
- 11.7 Notifications of recall shall be in writing. The notification shall be sent by certified mail to the employee's last-known address. It shall be the employee's responsibility to notify the Employer of any change of address.
- 11.8 Recalled employees shall be entitled to all benefits as provided herein.

ARTICLE XII
STRIKES AND SANCTIONS

- 12.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof, during the life of this Agreement, nor shall the Board engage in any form of lockout against employees. The terms and conditions of this Article shall apply only to this school district.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

- 13.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 13.2 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, orientation, age, membership and/or activity in the Association.
- 13.3 Copies of the Agreement shall be posted on the School District's website and available at the SAU office within thirty (30) days after the Agreement is signed. Employees may print copies using District equipment and expendable materials (e.g. paper and ink). The District shall provide each newly hired employee with a copy of Collective Bargaining Agreement along with the employee's individual employment agreement.
- 13.4 No employee will be formally disciplined without being afforded prior notice of the alleged infraction, an adequate opportunity to respond and rebut the allegations, and Association representation. The District will adhere to the principle of progressive discipline, provided that lesser forms of discipline may be omitted in cases of serious misconduct. A grievance alleging a violation of this provision may be appealed in accordance with Article IX.
- 13.5 Newly hired employees shall serve a probationary period of ninety (90) days during which time an employee may be dismissed or discharged without an explanation and with no recourse to the grievance and arbitration provision. Probationary employees shall be covered by benefits and salary, except for health insurance as set forth in Appendix E.
- 13.6 One pair of steel toed shoes and five (5) uniforms shirts will be provided for each Maintenance and/or Custodial employee by the District on an annual basis. Any specialized work clothing determined by the District to be necessary will be provided on a department usage allocation.

**ARTICLE XIV
RETIREMENT**

- 14.1 After twenty (20) or more years of service in the District, retirees shall receive \$200.00 for each year of service. This payment shall be made by July 1 and shall be considered salary for the employee's last year of employment. This bonus shall be included in the employee's last paycheck as salary and is considered salary for NH Retirement System's calculations. Employees who are planning on retiring must notify the Board of such eighteen (18) months before the day they plan to retire. The Board may waive the notice requirements of this Article in its discretion.

ARTICLE XV
DURATION

- 15.1 Unless otherwise specified, this Agreement and its terms shall become effective on the date ratified and executed by the parties thereto, and shall continue and remain in force and effect to and including June 30, 2018, when it shall expire unless an extension is agreed to by both parties in writing prior to such date.

- 15.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representative of the Monadnock Regional School District and the Monadnock Educational Support Staff Association.

ARTICLE XVI
NOTICE UNDER AGREEMENT

- 16.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Monadnock Regional School District Board Chairman, 600 Old Homestead Highway, East Swanzey, New Hampshire 03446
- 16.2 Whenever written notice to the Monadnock Educational Support Staff Association is provided for in this Agreement, such notice shall be addressed to the President of the Monadnock Educational Support Staff Association at his/her current address.
- 16.3 Either party, by written notice, may change the address to which future written notices shall be sent.

**ARTICLE XVII
HOLIDAYS AND VACATIONS**

- 17.1 (A) Employees are eligible for holiday pay at their appropriate rate pro-rated for the number of hours that they would regularly be scheduled to work.
- (B) Calendar year employees shall receive the following (10) paid holidays and (2) floating holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Day, President's Day, Memorial Day, Columbus Day, Veteran's Day and (2) floaters.
- (C) School year and extended year employees shall receive the following (10) paid holidays: Labor Day, Thanksgiving Day and the day after, Christmas Day, New Year's Day, Dr. Martin Luther King Day, President's Day, Memorial Day, Columbus Day and Veteran's Day.
- (D) Employees who are required to work on a holiday not part of their regular schedule shall receive one and one-half (1 1/2) times their appropriate straight time rate, plus their holiday pay. The Board reserves the right to pay employees in lieu of any holiday time off.
- (E) In the event any of the holidays specified in this Article is observed during the week before a regularly scheduled school vacation week, the employee shall be entitled to the holiday during the school vacation week.
- 17.2 Effective 2005-2006, Calendar year round employees (240 days or more) shall earn vacation days per year at the following rates:
- | | |
|---------------|---------|
| 0 – 5 years | 10 days |
| 6 – 10 years | 15 days |
| 11 - 14 years | 20 days |
| 15+ years | 25 days |
- 17.3 Calendar-year employees shall be granted vacation for times which they request, subject to the essential operating needs of the District. In making decisions regarding essential operating needs, the supervisor shall be fair and shall not be arbitrary or capricious.
- 17.4 In the event that two or more employees request vacation for the same time and essential operating needs require that an employee(s) not be granted vacation, the most senior employees shall receive vacation.
- 17.5 Employees may carry vacation over from one year to the next provided that no more than five (5) days may be carried over in one year. However, an employee who is requested to work and who otherwise would lose vacation days shall be permitted to carry over more than five (5) days from one year to the next.

APPENDIX A
MONADNOCK REGIONAL COMPENSATION

- A. The compensation, for purposes of this Agreement, is set forth in Appendix attached hereto.
- B. Newly-hired employees without experience, hired during the term of this Agreement, will be placed by the Superintendent at their appropriate compensation level set forth herein.
- C. Newly hired employees with experience, hired during the term of this Agreement, will be placed by the Superintendent at the same salary as all other employees then currently employed who have the same experience. Experience is defined as work experience in an equivalent position and shall be evaluated as follows:
 - 1.) In public education: year for year placement.
 - 2.) In the private sector: will ordinarily be one (1) year placement for every two (2) years' experience. However, exception for placement based on experience and qualifications may be determined by the Superintendent.
 - 3.) Off Schedule Placement for Aides. An aide vacancy may be placed off the standard wage schedule when qualifications for student services call for a special wage adjustment. While the Board retains the right to assign an adjusted wage, the Board agrees to meet and confer with the Association prior to assigning the wage. Any position scheduled for off-schedule placement shall be subject to internal posting.
 - 4.) All new hire forms and relevant information used for step placement will be sent to the Association with one (1) week of hiring a new employee.
- D. Steps on the compensation schedule equals years of experience.

SUPPORT STAFF CBA

APPENDIX B –2015

YEAR 1 (2015-2016)

STEP	SECRETARIES	AIDES	CUSTODIANS	MAINTENANCE
1	9.99	9.57	9.04	11.67
2	10.19	9.80	9.40	12.19
3	10.45	10.02	9.78	12.60
4	10.94	10.42	10.14	13.14
5	11.55	10.59	10.62	14.19
6	12.09	10.92	11.09	15.24
7	12.72	11.32	11.83	16.81
8	13.29	11.77	12.40	17.88
9	14.36	12.52	13.45	20.63
10	15.95	14.16	15.07	22.02
13	17.22	14.48	16.05	23.51
16	17.76	14.78	16.05	23.51
19	18.02	14.98	16.05	23.51
21-25	18.33	15.24	17.21	25.63
26+	19.55	17.08	18.00	26.75
Prince		17.46		
Domina		17.91		
Shift Diff			0.35	

YEAR 2 (2016-2017)

STEP	SECRETARIES	AIDES	CUSTODIANS	MAINTENANCE
1	10.19	9.77	9.22	11.78
2	10.39	9.99	9.59	12.31
3	10.66	10.22	9.97	12.73
4	11.16	10.63	10.34	13.27
5	11.79	10.81	10.83	14.33
6	12.33	11.14	11.31	15.39
7	12.97	11.55	12.06	16.97
8	13.56	12.00	12.65	18.06
9	14.65	12.77	13.72	20.84
10	16.27	14.44	15.37	22.24
13	17.56	14.77	16.37	23.75
16	18.11	15.07	16.37	23.75
19	18.38	15.28	16.37	23.75
21-25	18.70	15.55	17.55	25.89
26+	19.94	17.42	18.36	27.02
Prince		17.81		
Domina		18.18		
Shift Diff			0.35	

** \$250.00 Stipend to those who are on “Plateau Steps”

YEAR 3: (2017-2018)

STEP	SECRETARIES	AIDES	CUSTODIANS	MAINTENANCE
1	10.49	10.06	9.50	11.90
2	10.71	10.29	9.88	12.44
3	10.98	10.53	10.27	12.86
4	11.49	10.95	10.65	13.40
5	12.14	11.13	11.15	14.48
6	12.70	11.47	11.65	15.55
7	13.36	11.89	12.43	17.14
8	13.96	12.36	13.03	18.24
9	15.09	13.16	14.13	21.05
10	16.75	14.88	15.83	22.46
13	18.09	15.22	16.86	23.99
16	18.65	15.52	16.86	23.99
19	18.93	15.74	16.86	23.99
21-25	19.26	16.01	18.08	26.15
26+	20.54	17.94	18.91	27.29
Prince		18.35		
Domina		18.72		
Shift Diff			0.35	

** \$250.00 Stipend for those who are on "Plateau Steps"

APPENDIX E INSURANCE

1. HEALTH AND ACCIDENT INSURANCE

- (A) During the first year of this Agreement, the District will pay 93% of the current year's cost of the Matthew Thornton Blue (MTB5) insurance plan for all employees working 30 hours per week. During the second year, the District will pay 90% of the current year's cost of the Matthew Thornton Blue (MTB5) insurance plan for all employees working 30 hours per week. During the third year, the District will pay 85% of the current year's cost of the Matthew Thornton Blue (MTB5) insurance plan for all employees working 30 hours per week.
- (B) Employees who work less than 30 hours per week shall not be eligible to receive health insurance benefits. The District agrees that it will not hire employees to work less than 30 hours per week in order to avoid paying benefits.
- (C) Employees may elect single, two (2) person or family coverage of plans offered.
- (D) An employee must enroll as a member of one of the selections under the provision of B above in order to be eligible for benefits or contributions set forth herein.
- (E) The difference between the Board's maximum contribution set forth and the actual cost to the Board to provide the coverage selected by an employee will be payroll deducted from the appropriate payroll period(s) by the Board.
- (F) Coverage shall be effective the first month following the 40th calendar day.

Health Insurance Reopener and Fee Shifting Language

In the event that any of the health insurance plans offered by the District would result in the imposition of an excise tax (Cadillac Tax) on the District, the parties agree to exchange proposals limited to identifying a health insurance plan that complies with the Affordable Care Act and that does not result in the imposition of the Cadillac tax no later than February 1, 2017. If the parties are not able to agree on one of the proposed plans by May 1, 2017, as the only plan to be made available to bargaining unit members, bargaining unit members who continue to participate on plans subject to the Cadillac Tax shall be responsible for covering the entire cost of the Cadillac Tax imposed as a result of the Affordable Care Act, regardless of how or upon whom the Cadillac Tax is imposed. The District shall have the right to take action necessary to cover the cost of the Cadillac Tax, including but not limited to withholding wages or increasing employees' portion of the health insurance premium.

2. DENTAL

- (A) Effective July 1, 2002, the Board agrees to pay each year 90% of the current year's Delta Dental Insurance Plan for all employees working at least 30 hours per week. Employees who were hired to work at least 17.5 hours on or before July 1, 2002, shall receive 90% of

the current year's cost of single premium and 50% of dependent coverage paid by the Board. Employees who work less than 30 hours per week shall not be eligible to receive health insurance benefits. The District agrees that it will not hire employees to work less than 30 hours per week in order to avoid paying benefits.

(B) In addition, the Board will be moving employees who currently work 6.5 hours per day to 7 hours per day. The hours shall be set for each school in consultation with the Association. This will make employees eligible for New Hampshire retirement.

3. DISABILITY

(A) Long Term Disability: The board agrees to pay for a long-term disability insurance policy, with a 90 day waiting period, with benefits to age 65, affording 60% of pay to a maximum of \$3,500.00 per month.

(B) Short Term Disability The Board agrees to pay for a short-term disability insurance policy which begins on the eighth day of illness or the first day of an accident for a period not to exceed twenty six (26) weeks. This plan shall provide income replacement of sixty (60) per cent of an employee benefit with a maximum weekly benefit of \$600.

(C) In order to be eligible for either disability plan, an employee must first have exhausted his/her own sick leave.

**APPENDIX F
GRIEVANCE REPORT FORM**

Grievance No. _____ School District _____

To _____
(Name of Principal)

Complete in triplicate with copies to:

1. Principal
2. Superintendent
3. Association

School: _____

Name of Grievant: _____

Date Filed: _____

LEVEL A

Date of Grievance _____

Statement of Grievance (Be sure to include the specific violation or condition with proper reference to the contract agreement.)

Relief Sought:

Signature _____

Date _____

Answer given by Principal:

Signature _____

Date _____

Position of Grievant:

Signature _____

Date _____

LEVEL B

Date received by Superintendent _____

Answer given by Superintendent:

Signature _____

Date _____

Position of Grievant:

LEVEL C

Date submitted to School Board _____

Answer given by School Board:

Signature _____ Date _____

Position of Grievant:

LEVEL D

Date submitted to Advisory Arbitration _____

Disposition of Arbitrator:

Signature _____

Date _____

Position of Grievant:

**Sidebar Agreement between the
Monadnock Regional School Board and the
Monadnock Education Support Staff Association**

Subject: Article 6.10 (C) and (D)/Voluntary and Involuntary Transfers

Purpose: The School Board for the Monadnock Regional School District (the “Board”) and the Monadnock Education Support Staff Association (“MESSA”), are parties to a collective bargaining agreement for the period July 1, 2015 to June 30, 2018 (the “2015-2018 CBA”). This sidebar agreement is entered into by the parties for the purposes of incorporating new language addressing the process of voluntary and involuntary transfers in the 2015-2018 CBA.

Agreement: The Monadnock Education Support Staff Association and the Monadnock Regional School Board agree as follows:

1. The following language shall become effective on July 1, 2015 and upon acceptance of the Board and the Executive Board of the MESSA;
2. That only the Articles/Sections of the 2015-2018 CBA referenced in this sidebar agreement shall be affected;
3. That the proposed language is a cost neutral CBA change;
4. That this sidebar agreement shall remain in effect for the term of the 2015-2018 CBA.

Agreed-upon Language Changes:

6.10 (A) Vacancies and Promotions: For purposes of this Section 6.10, a vacancy shall mean any opening which the Board has decided to fill and which is covered by this Agreement. This shall include any new positions, openings due to separation from service, transfers, and promotions. In the event that two or more employees apply for a vacancy, criteria for placement will include a combination of seniority, evaluation and experience in the job classification.

(B) During the school year, as soon as the Board determines if a vacancy exists, notices will be posted on the official bulletin board in each school as soon as the administration is aware of such vacancies. Such notice shall remain posted for ten (10) consecutive days, excluding Saturday and Sunday. Such notice shall contain the date of posting, job title, and the name of the person to which the application is to be submitted. After July first (1st), notices will be posted in the School Administrative Unit Office. A copy of all vacancies shall be forwarded to the Association as soon as the administration is aware of such vacancies. The Association shall be responsible for notifying the administration where to send said notices.

(C) Voluntary Transfers: Whenever a bargaining unit position becomes vacant and the Superintendent/Board decides to fill the position, the positions shall be posted internally for 5 business days and qualified bargaining unit members within the District may apply to be transferred to the open position. The Superintendent or designee shall first consider the request for transfer of a qualified bargaining unit member from within the District, to fill the position. If a qualified bargaining unit member does not apply within 5 business days or is not transferred into the position, the position shall be opened to external candidates.

(D) Involuntary Transfers: In the event the position is not filled by a voluntary transfer or by hiring an external candidate, the Superintendent may involuntarily transfer a bargaining unit member into the open position. The Superintendent shall notify the bargaining unit member, in writing, the reason for the transfer. The bargaining unit member shall have the right to request to meet and confer with the Superintendent or designee to discuss the involuntary transfer. No involuntary transfers will be done for arbitrary or capricious reasons. Any employee selected for an involuntarily transfer may instead resign from the District without prejudice.

For the Association

Date

For the Board

Date

IN WITNESS WHEREOF the parties have executed this agreement on this —th day of May, 2015.

MONADNOCK REGIONAL SCHOOL BOARD BY:

MONADNOCK EDUCATION SUPPORT STAFF ASSOCIATION By:
