

**NEWPORT SUPPORT STAFF  
AGREEMENT**

**ARTICLE ONE  
RECOGNITION**

The Board recognizes the Newport Support Staff NSS/NEA/NH for purposes of Collective negotiations according to RSA 273-A as the exclusive representative for the support staff of the Newport School District, certified by the New Hampshire Public Employee Labor Relations Board. The units of the Support Staff shall include Library Para-Educators, Special Education Para-Educators, Instructional Para-Educators, and Secretaries/Administrative Assistants.

**DEFINITIONS**

The following list of terms will be used frequently in this agreement and when they are used, they will refer to the definitions described below unless otherwise stipulated.

1. The term “District” means the Newport School District.
2. The term “school” means any work location.
3. The term “employee” means a person included in the bargaining unit.
4. The terms “Board” or “employer” mean the Newport School Board or any of its agents.
5. The term “Association” means the Newport Support Staff NSS/NEA/NH.
6. Whenever the singular is used in this agreement, it is to include the plural.

**ARTICLE TWO  
ASSOCIATION RIGHTS**

1. The Board agrees that all employees shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board for reasons of membership in the Association or participation in any of its activities or the exercise of his/her individual rights under RSA 273-A.

**ARTICLE TWO: ASSOCIATION RIGHTS CONT.**

2. The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings in accordance with established school policy.
3. Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times as long as it does not interfere with normal school operations.
4. With advance notice, the Association and its representatives shall have the right to use school facilities and equipment, including computers and photocopying equipment at reasonable times, when such equipment is not otherwise in use. All costs so incurred will be borne by the Association.
5. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards at least one of which shall be provided in the teachers' room of each school. The Association may use school mailboxes for communications.
6. The Association shall be granted one (1) day leave each school year for conducting Association business. Such leave shall be without loss of pay. The President of the Association shall inform the Superintendent, no less than twenty-four (24) hours in advance, of the date of the leave and who will be taking it.
7. Designated representatives of the Association shall be allowed to receive telephone calls and other communications concerning association business at any time during school hours as long as they do not interfere with normal school operation.

**ARTICLE THREE  
MANAGEMENT CLAUSE**

1. The Association agrees that, except as specifically abridged or limited by the provisions of this agreement or any agreement that may hereafter be made, all of the rights powers, and authority of the Board and its agents to manage, direct or supervise all of the operations of the Newport School District and all its employees in all its phases and details shall be retained by the Board and its agents.

**ARTICLE THREE: MANAGEMENT CLAUSE CONT.**

2. The parties agree that the powers, discretions, and authority, which by law are vested in the Board and Superintendent, will not be unlawfully delegated.

#### **ARTICLE FOUR** **NEGOTIATION PROCEDURE**

1. Negotiations procedure will be consistent with NH RSA 273-A. All collective bargaining shall be conducted between the School Board and/or its representative (s) and the Association or its representative (s). On or before the September 15 prior to the expiration of this Agreement, the Association will submit to the Board written notice of its intent to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment. Actual negotiations will begin on or before October 1 of that year.
2. The Board will furnish to the Association, upon request, names, addresses, telephone numbers, salary schedule placement, and fact sheet of all support staff.
3. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
4. The rights granted to members of the bargaining unit hereunder shall be deemed to be in addition to those provided elsewhere. This agreement shall not be applied or interpreted to deprive employees of advantages heretofore enjoyed unless otherwise provided in this Agreement.
5. Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of the agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen (14) days of the signing. The Board shall be responsible, within thirty (30) days of the signing, for publication and distribution of the agreements to all bargaining unit members without cost.

#### **ARTICLE FIVE** **GRIEVANCE PROCEDURE**

1. Definition – A “grievance” is any claim by a person, group of persons, or the Association alleging there has been a violation, misinterpretation, or misapplication of any provision of the Agreement. All time limits specified in the Article Five shall mean school days, except under section 5.12.
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 A) and referred to the following formal grievance procedure. A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days of its occurrence.
3. Formal Procedure – The grievance shall state the specific alleged violation, misinterpretation, or misapplication with proper reference to the affected provision of the Agreement and the relief sought.
4. Any employee covered by this Agreement shall have the right to be represented at any stage of the grievance procedure.
5. Level A – Within five (5) school days of receipt of a formal grievance, the building principal shall meet with the aggrieved support staff member and any other pertinent personnel. Within five (5) school days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, the grievance may be referred to Level B within five (5) school days of the meeting.
6. Level B – Within ten (10) school days of a grievance being referred to this level, the superintendent and/or his/her designee will meet with the participants of Level A and examine the facts of the grievance. The superintendent and/or his/her designee shall give his/her answer in writing within the five (5) school days of any such meeting. If the grievance is not settled at this level, the grievance may be referred to Level C within five (5) school days of the meeting.
7. Level C – Within fifteen (15) school days of a grievance being referred to this level, the School Board will meet with all the participants necessary to obtain and examine the facts of the grievance. A decision in writing with reasons

for such decision will be rendered by the School Board within fifteen (15) school days after said meeting.

8. Level D – If the grievance remains unsettled, the grievant has fifteen (15) school days to notify the superintendent if he/she is referring the matter to the Association requesting arbitration. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under its rules and procedures. The arbitrator shall use his/her best efforts to arbitrate the grievance, but s/he shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding. The parties agree to share equally in the compensation and expenses of the arbitrator.
9. The arbitrator shall not award damages in excess of a make whole remedy.
10. Time periods specified in this procedure may be extended by mutual agreement and in writing.
11. Grievance (s) of a general nature, or involving the superintendent, may be submitted by the Association to Level B. The principal will be notified of this action.
12. In the event a grievance is filed on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as practicable.
13. 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 allow the aggrieved person (s) to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
14. 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).

## **ARTICLE SIX** **VACANCIES**

1. A “vacancy” shall mean a newly created position within the bargaining unit or an existing position within the bargaining unit which is not filled and which the District intends to fill.
2. Notice of vacancies within the Newport School District will be posted in each of the schools. A copy of all vacancy notices shall be sent to the Association President.
3. Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned and the deadline for submitting an application. For vacancies, which occur while school is in session, the period between postings of position and closing of applications, shall be no less than four (4) school days. For vacancies which occur during or within four (4) days prior to the start of any school vacation or summer break, the vacancy shall be posted for a minimum of seven (7) calendar days.
4. When a vacancy arises in any support staff position, the employee with the most seniority in that particular classification of the support staff will be given priority in the filling of said vacancy, provided that the senior employee applicant has qualifications for that particular position that are equal or superior to those of other applicants. Final decisions will be made by the administration that retains the exclusive right to determine qualifications and to make final personnel decisions accordingly.
5. At the time of hire, a new employee in this bargaining unit shall be given a copy of this collective bargaining agreement. The Association President (or designee) may request a copy of wage placement data up to four times per school year. This shall include hourly rate of pay, hours per day, number of days in the contract year, employment start date, and years of relevant experience and education. Additional wage placement data shall be provided on request.
6. On or before May 30<sup>th</sup> of each year, the employer will notify employees of the intent to employ for the following school year.

**ARTICLE SEVEN**  
**DUE PROCESS**

1. In the event that a deficiency could result in termination of employment, the Board and/or designee shall notify the employee in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction.
2. No employee shall be discharged, suspended, warned, adversely evaluated, reduced in rank or compensation, deprived of any employment advantage, or non-renewed without just cause. All information forming the basis for such disciplinary action will be made available to the employee. Discipline shall be progressive and corrective. Notwithstanding the foregoing, the Board reserves the right to terminate immediately any employee for criminal, fraudulent, dishonest, or other serious misconduct. This provision shall not apply to the non-renewal of employees who have been employed for less than two years.
3. A staff member shall at all times be entitled to have present a representative of the Association when he/she is being warned or disciplined for any infraction of rules or deficiency in performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. The representation will be available prior to the next school day. If the Board or its agent determines that said infraction or deficiency endangers the welfare of student or community, it reserves the right to suspend the employee until such representation is available.

## **ARTICLE EIGHT** **EVALUATION**

1. The job descriptions and the evaluation model and process adopted by the Newport School Board in consultation with the Association shall be in effect during the life of this contract.

## **ARTICLE NINE** **INSURANCE BENEFITS AND PROVISIONS**

1. Full-time employees (contracted for 35 hours or more per week) shall be eligible for health insurance coverage. For such employees, the District shall pay 90% of the premium for single, two person or family coverage under the LGC Health Trust Anthem Blue Cross Blue Shield HMO plan and 85% of the premium for single, two person or family coverage under the POS or Indemnity plans.
2. Effective July 1, 2006, the POS plan shall be changed from LGC Health Trust Blue Choice Three Tier \$5.00 doctor visit co-pay to Blue choice Three Tier \$10.00 doctor visit co-pay.
3. The District shall provide Delta Dental insurance to all support staff bargaining unit members who are eligible for single coverage benefits at an 85% district, 15% employee premium contribution level. Employees wishing to purchase two person or family coverage will be responsible for the additional premium.
4. Members who are not employed full-time have the option to purchase insurance at the cost of 100%.
5. Should the District decide to change health insurance coverage for employees covered by this contract, the district may do so only with the approval of the majority of those employees represented by this contract who receive medical insurance benefits.

## **ARTICLE TEN** **DEDUCTIONS**

1. The District agrees to deduct from the wages of its support staff dues for membership in the Newport Support Staff NSS/NEA/NH, the New Hampshire Education Association, and the National Education Association as said members voluntarily authorize the Board to deduct and to transmit the monies to the Newport NSS/NEA/NH within five (5) days of the last paycheck each month. Employees who elect to have dues deducted may authorize these deductions by completing the appropriate form and the District shall place the form on file.
2. Pursuant to such authorization, the employer shall deduct equal amounts for each pay period.
3. In the event an employee does not authorize deductions in accordance with the above, the employer shall deduct and forward to the Association a service



fee equal to the pro rata share of the cost of collective bargaining, contract administration and grievance adjustment.

4. Upon appropriate written authorization from the employee, said authorization to continue in effect from year to year unless revoked in writing, the District shall deduct from the wages of any such employee and make appropriate remittance for such plans as annuities, credit union, charitable donation, or any other like plans or programs.
5. It shall be the responsibility of the Association to notify the employer which employees are not members in good standing of the Association prior to September 25 of each year.
6. If the employer is prohibited by order of a court or agency having jurisdiction from making the deductions under the above, the employer shall have no obligation to terminate the employment of any employee who does not authorize deductions. If the right of the employer to make deductions under the above is challenged before any court or agency having jurisdiction, the Association agrees to defend such action, at its own expense and through its own counsel, and the Association shall indemnify and save harmless the employer from any expenses and liabilities incurred as a direct consequence of the employer's compliance with the above, provided:
  - a. The employer immediately notifies the Association in writing of any such challenge, and permits the Association to intervene as a part if it so desires; and
  - b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at all hearing levels; and
  - c. Excluded from this section is any claim which arises from the willful misconduct or the imperfect execution of the employer's responsibility in complying with paragraph three of this Article.

## **ARTICLE ELEVEN** **HOURS OVERTIME**

1. The hours and overtime provisions for the employees covered by this agreement shall be governed by the provisions of the Fair Labor Standard Act. Employees will be paid for all time worked including extra hours

relating to field trips and other assigned duties that extend beyond scheduled work hours. It is understood that when an emergency arises that requires an employee to extend the workday to provide supervision to students this time will be reported to the principal and added to the timesheet. All other additional hours shall be approved in advance by the principal.

2. No employee shall suffer a loss of pay due to a delayed start or early release that occurs due to inclement weather or other emergencies.

## **ARTICLE TWELVE**

### **LEAVE**

1. All employees will receive the following:
2. Ten months employees are entitled to ten (10) leave days of which eight (8) may be used only for personal illness or illness of a member of his/her immediate family. Two of these days may be used for any reason (“personal days”).
3. Leave days may accumulate to sixty (60) provided that an employee may take no more than two personal days per year. Any employee who has accumulated more than sixty (60) days by June 30, 2001, pursuant to the provisions of a previous Agreement, is entitled to the number of days so accumulated. However, the number of cumulative days is capped at this number for the duration of his/her uninterrupted employment with the District.
4. An employee who takes no leave days during the school year shall receive a \$100.00 stipend at the end of the year.
5. Twelve month employees are entitled to fifteen (15) leave days under the same conditions described in the preceding paragraphs, except that they may use thirteen (13) days only for personal illness or illness of a member of his/her immediate family.
6. All ten month Administrative Assistants employed by the District on September 1, 2003, shall receive leave days to the same extent as 12 month employees for the duration of their uninterrupted employment with/by the District.
7. Accumulated leave days shall not be paid when employment in a bargaining unit position ends for any reason.

**ARTICLE THIRTEEN**  
**VACATION –TWELVE (12) MONTH EMPLOYMENT**

1. Twelve month employees will be entitled to vacation periods as follows:
  - a. After one (1) full fiscal contract year, ten days
  - b. After five (5) consecutive contract years, fifteen days
  - c. After nine (9) consecutive contract years, twenty days
  - d. Vacation schedules must be approved by the Administration
2. Ten month Administrative Assistants employed by the District on June 30, 2003 are entitled to the number of vacation days they received for the 2003-2004 school year for the duration of their uninterrupted employment by the District.

**ARTICLE FOURTEEN**  
**HOLIDAYS**

1. All employees are entitled to the following holidays:
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve
  - Christmas Day
  - New Year's Day
  - Martin Luther King Day
  - Memorial Day
2. Twelve month employees are also entitled to the Fourth of July.

**ARTICLE FIFTEEN**  
**EMPLOYEE RIGHTS**

1. Pursuant to the New Hampshire Public Employment Labor Relations Law, the employer hereby agrees that every eligible employee of the District shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other

concerted activities for mutual aid and protection. The employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Law or other Laws of New Hampshire or the Constitutions of New Hampshire and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the employer; or his/her institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

2. The employer agrees that it will not discriminate against or between employees because of age, sex, race, color, marital status, physical or mental disability, religious creed national origin, or sexual orientation in any way including the adoption and implementation of policy.

## **ARTICLE SIXTEEN**

### **WAGES**

1. The District will pay the hourly wage of employees who attend development workshops offered by the District to the extent that attendance at such workshops would exceed the normal workday of the employee, provided that the employee has received prior approval from his/her building principal.
2. Bargaining unit members who cover for classroom teachers shall be paid \$4.00 per hour over their current hourly rate of pay.
3. Bargaining unit members who are asked to participate in school related court proceedings shall be paid at their regular hourly rate for all approved and documented time required by the District in preparing for and participating in court proceedings.
4. Longevity Bonus – Bargaining unit members who have completed at least fifteen (15) years of continuous service in the District will be paid an annual longevity bonus of \$500 in the second payroll of the following November.
5. All members of the bargaining unit who are Para -educators, must be highly qualified either by NCLB requirements or as designated by the State of New Hampshire.
  - a) The pay scale will be a six (6) step scale, step one being for two years.

b) All new staff will be hired on Step 1 with the following exception.

1. Anyone that is hired who is not HQ will be hired at the rate of \$9.50 an hour and they will have (two) 2 years to become highly qualified or they may no longer remain in the District in that position.

6. All Para-educators must be highly qualified either by NCLB requirements or as designated by the State of New Hampshire. Currently employed Para-educators who are not highly qualified at the start of the 2010-11 school year shall receive a two percent (2%) increase in wages and shall have two years to become highly qualified.
7. All newly hired Para-educators shall be placed on step one of the wage scale and will move to step 2 after their second year of employment. All other para-educators shall move one step per year. Any Para-educators who are newly hired in the 2010-11 school year and are not highly qualified will be paid \$9.50 per hour and will have two years to become highly qualified. Once highly qualified these employees shall be placed on step one of the wage scale. The bus monitor will not be required to become highly qualified and will move on the schedule one step per year after initial placement.
8. All current employees (except those Para-educators who are not highly qualified) shall be placed on the new schedule as agreed in mediation on December 17, 2009.
9. Criteria for determining credible years of prior service for Secretaries / Administrative Assistants employed after June 30, 2006:
  - a. Related experience as a Secretary / Administrative Assistant shall Be granted for each full year of prior experience.
  - b. Para-educators experience in the Newport School District shall be granted to Secretaries / Administrative Assistants at .75 years for each year of prior experience.
10. No new hires shall be placed on a step higher than current employees with equal experience.

## **ARTICLE SEVENTEEN**

### **FAMILY AND MEDICAL LEAVE ACT**

1. Employees are covered by the Family and Medical Leave Act (FMLA). An employee who anticipates taking unpaid leave for the birth and first-year care of his/her newborn, adopted or foster child, the care of a spouse, child, or parent with a serious health condition, or the employee's own serious health condition, should contact the Superintendent or his/her designee regarding the employee's rights under the FMLA.

2. In any event, an employee should give thirty (30) days notice to the Superintendent or his/her designee of the employee's intention to take unpaid FMLA leave. In the event of unforeseen circumstances, the employee must give as much notice as possible.

**ARTICLE EIGHTEEN**  
**PROFESSIONAL DEVELOPMENT**

1. A \$5,000 fund will be established each year for reimbursement of undergraduate college courses. The fund will be administered on a first-come, first-serve basis on when the SAU receives the course registration form.
2. The following criteria must be met for qualification for reimbursement:
  - a. The bargaining unit member must be employed by the District for two (2) consecutive years.
  - b. The course must be pre-approved by the Superintendent.
  - c. The bargaining unit member is responsible for registration and initial payment for the course.
  - d. The employee must present proof of a grade of B or better in the course
3. Two-thirds of the fund will be allotted for courses that occur during the months of July through December. The remaining third will be allotted to courses taken from December through June. Funds that are not used during the first half of the year will be made available in the second half. If funds remain after all courses for the second half of the year are reimbursed, they will be made available for courses from the first half of the year that went unreimbursed due to a lack of funds. Employees taking credit courses in June, July or August, must reimburse the District for any funds it provided if the employee fails to return to work at the beginning of the next school year.
4. Employees are encouraged to participate in relevant professional development opportunities. Para-educators will be allowed to attend relevant in-district professional development workshops that are being offered to teaching staff.

**ARTICLE NINETEEN**

**DURATION**

This Agreement represents the total and final resolution of all matters between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

The provisions of the Agreement will become effective as of July 1, 2010 to June 30, 2011.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

THE NEWPORT SUPPORT STAFF  
NSS/NEA/NH

THE NEWPORT SCHOOL BOARD

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness