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MASTER AGREEMENT

BETWEEN

PLYMOUTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

NEA-NEW HAMPSHIRE

&

PLYMOUTH SCHOOL BOARD

JULY 1, 2012 - JUNE 30, 2014

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ARTICLE ONE
RECOGNITION

1.1 Unit

The Plymouth School Board hereby recognizes the Plymouth Educational Support Personnel Association as the exclusive and sole representative for all positions certified by the PELRB and identified in Article Seventeen.

1.2 Definition of Non-Probationary Employee

An employee that has completed their probationary period.

1.3 Probationary Employee Period

In the case of a year round employee, one full calendar year, in the case of a school year employee One full academic year.

ARTICLE TWO
NEGOTIATIONS PROCEDURES

2.1 Procedure

Upon the request of either party, the parties agree to enter into negotiations in accordance with the procedures set forth herein, in a good-faith effort to reach agreement as defined by RSA:273A.

2.2 Availability of Public Information - Consultants

The Board shall make available to the Association information which the Board is required by law to release to the general public. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist in negotiations.

2.3 Impasse

Mediation:
If, by December 1st, the parties fail to reach agreement on any matters which are the subject of negotiation, either party may declare an impasse. In the event of an impasse, either party may request the appointment of a mutually acceptable mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable.

2.4 *In the event the conduct of negotiations results in fact-finding, the procedure set forth in R.S.A. 273-A shall be followed.*

2.5 Third Party Costs:

The costs for the services of any third party including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association.

2.6 Subjects

Areas covered by this Agreement shall be subjects for the impasse procedures set forth herein.

ARTICLE THREE
GRIEVANCE PROCEDURE

3.1 Definitions

A. *A 'grievant' shall be defined as the employee or employees alleging the grievance.*

B. *A 'grievance' shall be defined as an alleged violation of the express terms and conditions of this Agreement.*

C. *'Days' shall mean work days, unless otherwise specifically referenced.*

3.2a. *An 'Aggrieved Person' is the person or persons making the complaint.*

b. *Class Action Grievances*

A grievance filed by the Association or one which involves a number of employees shall commence at Level II.

3.3 Initiation and Processing

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3.4 Level I - Supervisor

Any employee who has a grievance shall submit it in writing and discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level. The solution at this level will be given in writing. The employee must present the grievance within thirty (30) calendar days of its occurrence or when the individual should reasonably have been aware of it.

3.5 Level II - Principal

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, the grievance shall be set forth in writing to the principal and immediate supervisor specifying:

1) the nature of the grievance and date occurred;
2) the nature and extent of the injury, loss or inconvenience;
3) results of discussions, and
4) the dissatisfaction with the decisions previously rendered.

The principal or immediate supervisor shall communicate a decision to the employee in writing within five (5) work days of receipt of the written grievance.

3.6 Level III - Superintendent

The employee, not later than five (5) work days after receipt of the principal or immediate supervisor's decision, may appeal the decision to the superintendent of schools. This appeal must be made in writing, reciting the matter submitted to the principal and immediate supervisor, and a copy sent thereto, as specified above, and the employee's dissatisfaction with the decision(s) previously rendered. The superintendent shall meet with the employee to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) work days. The superintendent shall communicate a decision in writing to the employee, the principal or immediate supervisor if applicable within ten (10) work days.

3.7 Level IV - School Board

If the grievance is not resolved to the employee's satisfaction, a review by the Board may be requested no later than five (5) work days after receipt of the superintendent's decision. The request shall be submitted in writing through the superintendent of schools, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievances and shall, at the option of the Board, or upon request of the grievant, hold a hearing with the employee and render a decision in writing within twenty-five (25) work days of receipt of the grievance by the Board, or of the hearing with the employee. The meeting will be held in non-public session consistent with the New Hampshire State Right-to-Know Law, RSA 91-A. Work day is defined as a day when the individual would normally be scheduled to work.

3.8 Level V - Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, and the grievant wishes review by a third party, the Association shall be notified within five (5) work days of receipt of the Board's decision. If the association determines that the matter should be arbitrated, it shall in writing, so advise the Board through the superintendent within ten (10) work days of the Board's decision.

3.9 Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

a) *A request shall be made to the American Arbitration Association to submit a roster of five (5) persons qualified to function as arbitrators in the dispute in question. The list shall include a full resume, including personal and professional background and experience, arbitration experience, and per diem expenses. The list shall be submitted to the parties within the time frames of the A.A.A.*

b) *If, within five (5) work days, after receipt of the list, the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of five (5) names within the time frames of the A.A.A.*

c) *If the parties are unable to determine within ten (10) work days a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator within the time frames of the A.A.A.*

d) *The selected arbitrator shall immediately contact the parties and arrange the details of the arbitration hearing.*

3.10a *Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.*

3.10b *The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report, said report of findings and decisions to be accomplished within thirty (30) work days of the arbitrator's hearing.*

3.11 *The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing to, nor subtract anything from the agreement between the parties. The parties agree that failing satisfactory resolution at the school board level, either party may seek binding arbitration of the issue(s).*

3.12 *An aggrieved person may be represented at all stages of the grievance procedure by his/herself or at his/her option, by the Association or by a representative selected or approved by the Association.*

3.13 *When an employee is not represented by the Association in the processing of a grievance, the administration will insure that the Association has been notified at the time the grievance is submitted to the superintendent, or a higher level. Once the grievance is reduced to writing the Association shall have the right to be present and present its position in writing at all hearing sessions held concerning such grievance, and shall receive a copy of all decisions rendered.*

3.14 *The Board and the Association shall assure all parties freedom from restraint, interference, coercion, discrimination or reprisal in presenting their appeal with respect to their personal grievances.*

3.15 Costs

Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs shall be shared equally.

3.16 *All documents, communications, and records dealing with the processing of a grievance may be filed; however, such documents, communications, or records shall not be forwarded to any prospective employer unless it is requested by the employee. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.*

ARTICLE FOUR
EMPLOYEE PRIVILEGES

4.0 Rights of Employment

Nothing contained herein shall be construed to deny or restrict to any employee rights which exist under New Hampshire school laws or other applicable laws and regulations.

4.1 *All employees hired after June 30, 1996 will serve a one (1) year probationary period.*

4.2 *No non-probationary employee shall be disciplined, discharged or reduced in compensation without just cause.*

4.3 *An administrator may meet with an employee at any time to investigate an incident. The employee may have a union representative present if the employee desires. However, any time an employee is required to appear before a representative of the District concerning disciplinary action, suspension, or dismissal, the employee shall be notified in writing and given reasons for the meeting. The employee shall be entitled to representation and advanced notice of five (5) work days prior to the meeting. Any employee suspended pending disciplinary action will be awarded retroactive remuneration if warranted.*

4.4 Non-Discrimination

The employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the employer unless it disrupts the positive educational atmosphere at the school.

4.5 *The Board and the Association agree that there shall be no discrimination and that all policies, practices and procedures 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, age, membership and/or activity in the Association, or any other reason.*

4.6 *No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.*

4.7 Access to Files

An employee will have the right to review, with 24-hour notice, the contents of all records excluding initial references, of the district pertaining to said employee originating after initial employment and may have a representative of the union accompany him/her in such review. Such review shall be monitored by an administrator. Other examination of an employee's file shall be limited to qualified supervisory personnel.

4.8 *When material is placed in an employee's file, the affected employee shall receive and sign said material; such signature shall be understood to indicate awareness of the material, but shall not be interpreted to mean agreement with the content of the material. The employee may submit a written notation regarding any and all material placed in his/her personnel file, and the same shall be attached to the file copy of said material. Supervisory recommendations shall be based on the employee's personnel file and job performance. If a complaint is lodged against an employee, and the administration finds that there is substance to the complaint, the administration shall arrange a meeting between the complainant(s) and the employee. Complaints that are unsubstantiated shall not be put in an employee's personnel file.*

4.9 Assault

Any case of assault upon an employee shall be promptly reported to the employer.

ARTICLE FIVE
ASSOCIATION RIGHTS AND PRIVILEGES

5.1 Access to Public Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time, all public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, agendas, and minutes of all Board meetings, and census. Requests that entail extensive information will be charged at a regular hourly secretarial rate.

5.2 Association Representatives

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay, leave, or benefits.

5.3 *Representatives of the Association shall be permitted to transact official association business on school property at all reasonable times other than working hours, provided that this shall not interfere with or interrupt normal school operations.*

5.4 Association Use of Facilities

The Association and its representatives shall have the right to use school buildings during working hours with the approval of the building principal.

5.5 Use of Facilities and Equipment

Designated representatives of the Association shall have the right to use school facilities, typewriters, and duplicating equipment at reasonable times when such equipment and facilities are not otherwise in use. Other equipment may be used with the administration's permission.

5.6 *The Association shall have the right to use the school mail facilities and school mailboxes.*

5.7 Dues Deductions

The employer agrees to deduct from the salaries of its employees dues for the Association and its affiliates, as said employees individually and voluntarily authorize the employer to deduct and transmit the monies monthly to the Association. Employees requesting dues deductions shall do so on forms approved by the superintendent. Such deductions may be made in a lump sum or prorated up to twenty-six (26) paychecks as determined by the employee. Any member of the bargaining unit who elects not to join the Association shall pay a 'representation fee' of 85% of the dues of members. Such representation fee shall be deducted from the employee's salary beginning with the first pay period in October and transmitted to the Association according to the same schedule as membership dues.

5.8 Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

ARTICLE SIX
WORK YEAR, WORK WEEK

6.1 *The work year will be determined by the terms of the master agreement. Changes will be negotiated by the Association.*

6.2 *The normal work week for all bargaining unit members will be as stated in his/her contract. Other than on an occasional basis, any changes in the work week will be negotiated with the bargaining unit.*

6.3 *Overtime will be distributed equally amongst qualified personnel over the course of each year.*

6.4 *Essential employees asked to work outside of the employee's regularly scheduled shift shall be paid at one and one-half (1 1/2) times the employee's hourly rate.*

6.5 *Essential employees requested to report for work due to emergencies, such as snow removal, heating system repair, etc., shall be compensated at one and one-half (1 1/2) times their regular rates of pay.*

6.6 *Vacation eligibility shall be determined as of July 1 of each year. However, initial vacation eligibility shall be determined as follows: A bargaining unit member who is employed between July 1, and January 1 shall be entitled to two (2) weeks paid vacation and bargaining unit members hired between January 2 and June 30 shall not be entitled to any vacation during that initial school year.*

6.7 Vacations

Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor in consultation with the school principal. Such approval shall not be arbitrarily withheld.

6.8 *All employees contracted for 210 days or more shall receive the following vacations with pay:*

1-5 years service in District - 2 weeks paid vacation
6-10 years service in District - 3 weeks paid vacation
11 + years service in District - 4 weeks paid vacation

6.9a Holidays

All members of the bargaining unit contracted for 210 days or more shall be granted the following holidays with pay:

Independence Day
Labor Day
Columbus Day

Veteran's Day
Thanksgiving Day and the day following
Christmas Day
New Year's Day
Martin Luther King Day/Civil Rights Day
(when included in school calendar as an observed holiday)
Winter Recess (one day)
Spring Recess (one day)
Memorial Day

A bargaining unit member who is not scheduled to work on the work day before or the work day after Independence Day will not be paid for the holiday unless they are on scheduled vacation time.

6.9b *School year employees shall be granted the following holidays with pay:*

Thanksgiving
Christmas
New Year's Day
Martin Luther King Day/Civil Rights Day
(when included in school calendar as an observed holiday)
Memorial Day

6.10 *Teaching assistants contracted for seven (7) hours or more per day will be employed for 185 work days per school year.*

ARTICLE SEVEN
WORKING CONDITIONS

7.1 *Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.*

7.2 *The employees shall not use personal equipment on school premises. The administration shall furnish all necessary tools and equipment; 'necessary' tools and equipment shall be determined by the supervisor.*

7.3 *The employer shall designate rest areas and rest rooms for employee use.*

7.4 *The employer shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations except for Class D Employees who are responsible for working with disabled coded students. It is the responsibility of the employee to bring instances of unacceptable behavior to the attention of the building principal.*

7.5 *No employee shall be required to dispense or administer medication.*

7.6 *All employees will have their supervisor(s) designated by the employer at the beginning of each school year.*

ARTICLE EIGHT
VACANCIES, TRANSFERS, AND PROMOTIONS

8.1 *A vacancy shall be defined as a newly created position or a present position that is not filled and must fall in the agreed compensation schedule. There will be a job description for each classification.*

8.2 *All vacancies shall be posted in conspicuous locations in the elementary school for a period of ten (10) work days. Said posting shall contain the following information:*

1) Type of work
2) Location of work
3) Starting date
4) Rate of pay
5) Hours to be worked
6) Classification
7) Minimum requirements

Interested employees may apply in writing to the superintendent or designee, within the ten (10) day posting period. The employer shall notify the president of the association of vacancies occurring during the summer months - June, July, and August.

8.3 *Employees within the unit will have first choice on vacancies within the unit that they qualify for.*

8.4 *Within ten (10) work days after the expiration of the posting period, the employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the union.*

8.5 *In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a ninety (90) work day trial in which to show his/her ability to perform on the new job. The employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the request of the affected employee, the employee shall be returned to his/her previous assignment.*

Any employee hired to replace the promoted or transferred bargaining unit member (under 8.5) shall be temporary and without benefits for the ninety (90) day trial period. If the district retains the worker beyond ninety (90) days, seniority shall be retroactive to the initial date of hire.

8.6 *Employees shall not be placed on a lower step within the classification due to transfers.*

8.7 *The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.*

8.8 *Any employee asked by a supervisor to temporarily assume the duties of another employee within the bargaining unit, will be compensated at the higher rate for those duties.*

ARTICLE NINE
YEARS OF SERVICE

9.1 *Accumulation of years of service shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work, position on the years of service list shall be determined by casting lots or the flip of a coin. Years of service benefits shall be lost by an employee upon termination, resignation, retirement, or transfer to a non-bargaining unit position.*

ARTICLE TEN
WORK DUTIES AND COMPENSATION

10.1 Definitions

The general duties and employment schedule of each employee shall be provided when the individual contracts are issued.

10.2 Compensation

The basic compensation of each employee shall be as set forth in 'Appendix A'. There shall be no deviation from said compensation rates during the life of this Agreement. Compensation for employees selecting either twenty-two (22) or twenty-six (26) pay periods will begin on the first scheduled pay period during the month of September provided they have worked during that pay period. The School District shall provide direct deposit of an employee's check at a bank of the employee's choice from a list of banks used by the School District for this purpose.

10.3 *The administration may hire at Step 1, 2, or 3 depending upon related experience as outlined in the job description for said position, but not to exceed Step 3.*

10.4 Overtime

Time and one-half will be paid for all hours authorized in writing by the administration and worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week.

10.5 *Time and one-half will be paid for all hours authorized by the administration and worked, on Sundays and/or holidays. This will be in addition to holiday pay if the employee is so entitled.*

10.6 *Paid leave shall count toward hours worked.*

10.7 Compensatory Time

Compensatory time off may be given if mutually agreeable to the employer and the employee. This agreement will be in writing. Such compensatory time shall be used at the applicable rate (1 x or 1.5 x) and must be used within the next two week pay period. Compensatory time not used converts to money.

10.8 Substituting

Any member of the bargaining unit who is asked to substitute for another employee will be compensated at which ever salary is greater, the employee's pay or substitute's pay. Members of the bargaining unit may not be required to substitute more than once a week.

10.9 *When school is canceled due to storms or flooding, full-time day employees shall report to work at the normal time or when road conditions permit.*

10.10 *A committee will be identified at the beginning of each year with union and school board representation to review questions dealing with reclassification should they arise.*

ARTICLE ELEVEN
INSURANCE

11.1 Health Insurance

A. *All members of the bargaining unit who are contracted for seven (7) hours a day and thirty five (35) hours per week will be entitled to receive a single, two person or family membership in a board approved medical insurance program. Single membership shall be fully funded by the District. The District will pay 90% and the employee will pay 10% for a two person or family membership.*

B. *Members of the bargaining unit working more than fifteen (15) hours but less than thirty five (35) hours per week will be entitled to the same benefits (on a pro-rated basis) with the Board paying 75% of the pro-rated cost, i.e., if monthly cost were $94.10 and employee worked 5/7 or .714 the pro-rated cost would be $67.19 times 75%; therefore, the district pays $50.39.*

C. *The District will provide Section 125 Accounts for an employee who wishes to pay their portion of the insurance premium with pretax dollars. It shall be the responsibility of each employee, not the Board or SAU to insure that they contact the SAU office and inform it of their intent to participate in the program.*

11.2 Dental Insurance

The District will pay for a single membership in Delta Dental Plan A, B, and C. (100% of coverage A, 100% of coverage B, and 50% of coverage C) for employees who are contracted for even (7) hours per day and thirty five (35) hours per week.

11.3 Life Insurance

Each employee shall receive life insurance coverage equal to an amount of 1.5 x their annual salary, with double indemnity accidental death coverage.

11.4 Worker's Compensation

Employees who suffer an injury or illness that is compensable under Worker's Compensation shall receive the following benefits for the contract year in which they begin the Worker's Compensation.

1. *Health care benefits regularly paid by the District under the collective bargaining agreement in which they are paid shall continue for the following year.*

2. *Retirement payments shall continue on the same percentage as before said injury or illness and shall be based upon the dollar contribution actually paid by the District.*

3. *The District shall retain the employee's position or comparable position for one (1) year and one (1) additional year without compensation and benefits.*

4. *The employee has the option of requesting the difference between his/her take home pay and the Worker's Compensation payment to be deducted from accumulated sick leave.*

11.5 Liability Insurance

One hundred percent (100%) provided by employer.

11.6 Retirement

Employees shall have access to the NH Retirement System.

ARTICLE TWELVE
TEMPORARY LEAVES OF ABSENCE

12.1 Sick Leave

Each employee shall be granted one and one quarter (1.25) days per month cumulative to one hundred twenty (120) days for personal illness or illness in the immediate family. All

sick leave to be accrued during year/school year shall be available to the employee at the start of the year/school year. Sick leave shall not be charged for the illness or injury of an employee arising from the course of employment.

12.2 *Special or unusual circumstances will be considered by the Board to extend sick leave benefits beyond one hundred twenty (120) days. Any employee on sick leave is entitled to all benefits of any other contracted employee of the bargaining unit.*

12.3 *By September 15 of each school year, each employee shall receive from the Superintendent's Office a report of sick leave stating the number of sick days accumulated as of September 1 of each year.*

12.4 Personal Leave

Three (3) days leave of absence shall be granted for personal matters which require absence during assigned school hours. Application to the employee's principal or other immediate supervisor shall be made at least 24 hours in advance except in case of emergencies. The applicant shall not be required to state the reasons for taking such leaves.

12.5 Bereavement Leave

Three (3) days shall be given in the event of death in the immediate family. Immediate family shall mean husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or any other relative living in the home of the employee or for whom the employee is support.

12.5a Professional Leave

Each employee shall be entitled three (3) days paid leave to attend workshops, conference or training sessions with prior approval by principal and superintendent.

12.6a *Workshops, conferences, and training sessions must be pertinent to the job and been given prior approval by the principal and superintendent. Reimbursement will be based on available funds and prior approval. (The Association assumes such funds will be placed on the budget.)*

12.6b *Course reimbursement will be granted to Classification C and D based on prior approval by principal and superintendent and available funds.*

12.7 Other Leave

Other temporary leaves of absence without pay may be granted by the employer based on the individual merits of the request.

12.8 Association Leave

The Association will be allowed to send one (1) member (with pay) to the NEA-NH Delegate Assembly each year.

12.9 Sick Leave Bank

The Board agrees to establish a sick leave bank to cover employees in the event of a long-term illness. The sick leave bank shall be administered by the Board. Each employee wishing to participate and therefore be covered under this plan shall donate up to three days in 2008-2009, up to two days in 2009-2010 and one (1) day effective 2010-11 from the twelve and one half (12.5) days he/she is allowed to accrue in a one year period, to be deposited in said bank and such a day to be deducted from the employee's annual sick leave. Members may enroll as soon as they have a sick day to contribute. This procedure will be implemented by a form to be filed with the Superintendent of Schools no later than September 15; however, employees hired after the beginning of the school year shall have fifteen days from the date of hire to elect participation in the sick leave bank. A member shall become eligible to request extended benefits from the sick leave bank after any incapacitating illness or disability of twelve (12) working days, provided he has exhausted all of his accrued sick leave. Upon presentation of satisfactory medical evidence of disability or illness to the Board, a member may be granted up to twenty (20) days of sick leave from the sick bank. Should the member still be disabled after this time, he may request that his case be reviewed for additional days.

ARTICLE THIRTEEN
EXTENDED LEAVES OF ABSENCE

13.1a Child Bearing Leave

Child bearing leave will be provided as in the current practice.

13.1b *Child care leave of one (1) year, for natural, adoptive, guardianship, or parenting due to separation or divorce shall be granted without pay to employees, upon written request for such leave. Notification of the intent to take such leave shall be made to the superintendent at least sixty (60) days prior to the date on which the leave is to begin, except in cases of emergency. Child care leave notification shall also include the expected termination date of such leave. At the conclusion of the leave, the employee shall be reinstated to their position or to a similar position within the same classification.*

13.2 Military Leave

Personnel who are in reserve status and who are called to active duty in any of the United States military services which cannot be postponed or deferred, such as Reserve Duty, Special Emergency Duty, etc., will be compensated for such absence from their contract duty to the District to the extent that the District will pay, during their contract, the difference between their per diem contract salary and their per diem military pay.

13.3 Jury Duty or Witness Service

If it is necessary for an employee of the district to serve as a juror, he/she will be assured of the difference between the contract salary and jury duty pay.

13.4 Extended Professional Leaves

Employees who have been employed for seven (7) consecutive years by the Board may be granted a leave for professional improvement for up to one (1) year. It is agreed upon that professional improvement includes, but is not limited to: attending a college, university or other education institute; travel which will improve the employee's abilities; or serving as an officer in the Association the NEA-New Hampshire or the National Education Association. Only one employee may be given extended professional leave each fiscal year.

13.5 *Requests for said leave must be approved by the superintendent in writing in such form as may be mutually agreed on by the individual and the superintendent, no later than January 1 and such action must be taken on all such requests no later than February 1 of the school year preceding the school year for which the leave is requested.*

13.6 *During said leave the employee shall not be paid and the Board shall not be held liable for death or injuries sustained by any employee on leave. The employee on leave shall be re-employed in a similar position which he/she held prior to the leave, within the same classification. Upon return the employee shall be advanced to the appropriate step on the compensation schedule.*

13.7 General Provisions Concerning Leaves of Absence

All persons on leave of absence shall notify the superintendent in writing by March 1 of their intent to return to work at the start of the following year in order to qualify for assignment to a position the following school year.

13.8 *Leaves of absence may be extended by the Board. All requests for extension or renewals of leaves will be applied for and granted in writing. Such requests shall be made prior to March 1.*

13.9 *All benefits to which an employee was entitled at the time the leave of absence commenced including unused, accrued sick leave will be restored to that employee upon return. Whenever an employee has worked more than one-half their contracted work year before commencing leave, that employee shall be moved to the appropriate step on the salary schedule. Any employee on an unpaid leave may opt to continue benefits under Article Eleven of the Agreement. Continuation is contingent upon the individual's advanced payment of premiums to the District, and the insurance carrier's policies regarding such matters.*

ARTICLE FOURTEEN
SAFETY CONDITIONS AND OCCUPATIONS INJURY

14.1 *Employees shall immediately, not later than the end of their shift, report any and all defects of equipment. Such reports shall be made on forms supplied by the Board. The employee shall retain a copy of any such report.*

14.2 *Employees shall be required to report within twenty-four (24) hours any accident and any physical injury or illness sustained in the course of employment. In addition to reports required by law, employees shall file an accident report (on forms supplied by the Board) at the end of their shift and shall turn in all available information including names and addresses of witnesses to the accident. Failure by any employee to comply with the provisions of this section shall be the subject of appropriate disciplinary action, including discharge. The Board and its agents shall provide the necessary forms when made aware of such accident, physical injury or illness.*

14.3 *If any employee is required by the Board to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Board.*

ARTICLE FIFTEEN
MISCELLANEOUS PROVISIONS

15.1 Board Policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

15.2 Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of the Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

15.3 Separability

If any provisions 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.

ARTICLE SIXTEEN
DURATION AND RENEWAL

16.1.1 *The provisions of this Agreement will be in effect from July 1, 2012 until June 30, 2014 and will automatically renew itself for a one (1) year term unless the association gives written notice to the Board by October 1, 2013.*

ARTICLE SEVENTEEN
CLASSIFICATIONS

17.1 Classifications

A. *Matrons, guards*
B. *Clerks, non-instructional aides, custodians*
C. *Secretaries, data analyst, head custodian/custodial coordinator*
D. *Instructional aides, teaching assistants*

Class D employees who have and maintain State Certification will have an annual stipend added to their salary.

This stipend shall be $240.00 per year for the term of the contract.

APPENDIX A
COMPENSATION SCHEDULE
2012 – 2013

****Note***
Those members who receive a stipend for 2011 – 2012 will keep that stipend as part of their annual salary for as long as they work for the Plymouth School District.

Those on a step advance one step. Those without a step (stepped out) will not receive an increase. Their salary will remain at the 2011-2012 rate.

2012-2013

	A	B	C	D
1	9.36	10.01	10.71	11.46
2	9.68	10.36	11.09	11.86
3	10.17	10.88	11.64	12.45
4	10.68	11.42	12.22	13.07
5	11.21	12.00	12.83	13.73
6	11.76	12.60	13.47	14.41
7	12.36	13.23	14.15	15.13
8	12.97	13.88	14.86	15.90
9	13.63	14.58	15.60	16.69
10	14.30	15.31	16.38	17.53

COMPENSATION SCHEDULE
2013 – 2014

Increase the schedule by 1%. Those with a step advance one step. Those without a step (stepped out) will receive a 1% increase.

2013-2014	1% Increase			
	A	B	C	D
1	9.45	10.11	10.82	11.57
2	9.78	10.46	11.20	11.98
3	10.27	10.99	11.76	12.57
4	10.79	11.53	12.34	13.20
5	11.32	12.12	12.96	13.87
6	11.88	12.73	13.60	14.55
7	12.48	13.36	14.29	15.28
8	13.10	14.02	15.01	16.06
9	13.77	14.73	15.76	16.86
10	14.44	15.46	16.54	17.71

John Ramsey
PESPA President

Wilma Hyde
Plymouth School Board

APPENDIX B
LONGEVITY

Employees hired before June 30, 2005 shall have added to their annual compensation the following stipends for each block of uninterrupted years of employment in the district. Child bearing and child rearing leave will not be considered to have interrupted years of service for longevity payment. Employees hired after June 30, 2005 are not eligible for this benefit.

After	*4 years*	*$300.00*
	8 years	*$500.00*
	10 years	*$700.00*
	12 years	*$1,000.00*

The sum will be listed as a separate item and will be added to the contract each year following every fourth or eighth year, as appropriate, as long as the employee is employed in the Plymouth School District. One (1) full year shall be at least one hundred sixty (160) days.

Longevity payments can be paid in one lump sum in the month of September or spread out over the length of the school year. Once the choice is made by the employee it cannot be changed until the next year.

SIGNATURE PAGE

Michael Bullek, Chairperson
Plymouth School Board

President
Plymouth Educational Support Personnel Association

SIDE BAR AGREEMENT #1

The School Board and the administration will make a good faith effort to provide a duty-free lunch period equal to the lunch (eating) period for students for members of the Bargaining Unit. This is not subject to the grievance procedure.

SIDE BAR AGREEMENT #2

For the duration of this agreement, the Board approved medical insurance program shall be Blue Cross/Blue Shield, Plan JW with Provider Differential and Managed Care or Blue Choice, whichever has lower premiums. Bargaining unit members shall have the right to select either plan, by paying the difference in premium from the Board approved plan.

Michael Bullek, Chairperson
Plymouth School Board

President
Plymouth Educational Support Personnel Association