Agreement Between

SALEM SCHOOL BOARD

And The

SALEM EDUCATIONAL PERSONNEL ASSOCIATION

2014-2017

TABLE OF CONTENTS

Preamble 1
Article 1, Recognition 2
Article 2, Negotiations Procedure 3
Article 3, Grievance Procedure 4
Article 4, Rights and Responsibilities 6
Article 5, Disciplinary Procedures 7
Article 6, Vacancies and Transfers 9
Article 7, Insurance 10
Article 8, Leaves 12
Article 9, Vacation 16
Article 10, Paid Holidays 17
Article 11, Dues Deduction 18
Article 12, Hours of Work 19
Article 13, Wage Rates 20
Article 14, Evaluations 21
Article 15, Professional Development 23
Article 16, Lay Off 24
Article 17, Savings Clause 25
Article 18, Zipper Clause 26
Article 19, Duration 27
Signature Page
Appendix A, Grievance Form
Appendix B, Wage Scales
Appendix C, Health Insurance - District Contributions

AGREEMENT

Preamble

The Salem School Board of the Salem School District, hereinafter referred to as the "Board", and the Salem Educational Personnel Association, National Educational Association/New Hampshire, hereinafter referred to as the "Association", agreed as follows:

ARTICLE 1

Recognition

1.1 The Board recognizes the Association as exclusive and sole representative of the school secretaries employed twenty (20) hours or more per week for the purpose of collective negotiations in accordance with NH RSA 273A. Specifically excluded from terms of this agreement are probationary personnel, part-time or temporary personnel employed less than twenty (20) hours per week and all secretarial and clerical employees in the School Administrative Unit Office.

1.2 Probationary personnel must complete a sixty (60) day probationary period before attaining rights under the contract. The Board and Association agree, without prejudice to any other terms and conditions of this agreement, that probationary employees shall earn leave as outlined in Article 8 from their date of hire, but do not have any rights to these benefits until satisfactorily completing the probationary period. Probationary employees are ineligible for the District's insurance programs including, but not limited to (except where required by law), life, medical and dental. Further, for employees satisfactorily completing the probationary period, the date of hire (instead of the date the employee is recognized by this agreement and the Association) shall be used for purposes of seniority as defined in 16.2.

1.3 Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to female employees shall include male employees.

1.4 The Association recognizes the Board as the duly elected representatives of the people and agrees to negotiate only with the Board through its officially designated members or agents. Further, that neither the Association nor any of its members will act in any way to negotiate directly or indirectly with any Board member not officially appointed to negotiate with the Association. In addition, no member of the Board will act in any way to negotiate directly or indirectly with an Association member not officially appointed to negotiate with the Board.

ARTICLE 2

Negotiations Procedure

2.1 The parties shall meet at a mutually convenient time and place and bargain in a good faith effort to reach agreement.

2.2 No later than September 8th prior to the expiration of this Agreement, the Association may request to negotiate with the Board in accordance with the procedures in NH RSA 273A.

2.3 During negotiations and upon request, the Board will make available pertinent, non-confidential records and information of the School District in the public domain.

2.4 Either party may use the services of outside consultants at any time during negotiations process.

2.5 Either party may declare an impasse in accordance with the provisions of RSA 273A.

2.6 Any agreement so negotiated shall apply to all members of the Bargaining Unit and shall be reduced to writing, ratified by the Board and a majority of the members of the Association, and signed by both parties.

2.7 Any agreement that requires the expenditure of public funds for implementation shall not be binding on the Board until and unless the cost items have been approved at the Annual School District Meeting. The Board and the Association shall endeavor to secure the funds necessary to implement the items agreed upon.

ARTICLE 3

Grievance Procedure

3.1 A grievance shall mean a complaint by one or more members of the Association that there has been an alleged violation, misrepresentation or misapplication with respect to one or more provisions of this Agreement.

3.2 An "aggrieved person" is the person making the complaint.

3.3 The parties recognize the most desirable way to resolve a problem, is to do so informally. The employee making the claim may request the assistance of any of their superiors to reach an informal resolution of the grievance without representation of the Association.

Failing to satisfy their grievance, or if they choose not to follow the informal route, the grievance shall be reduced to writing on the Grievance Form, Appendix A of this Agreement.

The grievance must be reduced to writing within fifteen (15) working days of its occurrence or of the time the employee should have known of its occurrence. In the event the building principal is absent from work for ten (10) consecutive days the grievant may request that the Superintendent appoint another administrator to process the grievance through Step 1 of the grievance procedure.

3.4 Once a grievance is reduced to writing, the following procedures will be in effect. The number of days indicated at each step should be considered maximum. The time limits may be extended by mutual agreement.

STEP 1: The grievance should be submitted to the building principal who shall respond in writing within five (5) working days. If the grievant is not satisfied with the response, or if no response is received, they may within five (5) working days, proceed to:

STEP 2: A written grievance shall be submitted to the Superintendent of Schools who may assign a central office administrator to meet with the grievant and their representatives. The administrator shall review the information considered to be relevant and respond in writing within seven (7) working days of receipt of the grievance. If the employee is not satisfied with the response, or if no response is received within ten (10) working days of submitting the grievance, and with approval of the Association, they may proceed to:

STEP 3: On request, the Board shall review the grievance and shall hold a meeting with the grievant within twenty (20) working days of the receipt of the grievance. If the employee is not satisfied with the written response of the Board, or if no response is received within ten (10) working days from meeting with the grievant, the employee may, with the approval of the Association, proceed to:

STEP 4: Arbitration by and under the rules of the American Arbitration Association. The Association shall advise the Board in writing of the decision for arbitration. The parties will then initiate a request for arbitration to the American Arbitration Association.

a) Neither the Association nor the Board shall assert ground or evidence before the arbitrator which has not been previously disclosed to the other party during the grievance procedure.
b) The arbitrator shall submit a report to the grievant, the Association, and the Board within thirty (30) days of the completion of hearings.
c) The decision of the arbitrator shall be advisory only.
d) Within twenty (20) working days of the receipt of the arbitrator's report, the Board shall advise the grievant and the Association of the Board's decision concerning the report.
e) The cost of arbitration shall be borne equally by the Board and the Association.

3.5 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be a waiver of further appeal of the decision and acceptance of the decision rendered at that level.

3.6 A grievance may be withdrawn by the grievant at any time.

3.7 When a grievance is reduced to writing, an aggrieved person may be represented at all stages of the grievance procedure by the Association; however, the grievant must be present, unless both parties agree that the grievant cannot be present and agree to a mutual extension of time to allow the grievant to be present.

3.8 All documents, communications and records concerning a grievance shall be filed separately and not in a personnel file of the employee.

3.9 The Board and the Association shall assume that the parties of interest and witnesses are guaranteed freedom of restraint, interference, coercion, discrimination or reprisal.

ARTICLE 4

Rights and Responsibilities

4.1 The Association agrees that the Board is subject only to the language of this Agreement and reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with the applicable laws and regulations to direct and manage all activities of the School District.

4.2 The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretion and authority which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretion and authorities.

4.3 The Board agrees to send the Association president a copy of the Agenda for each Regular School Board Meeting.

4.4 The Association will conduct its business in such a manner as not to interfere with the workplace.

4.5 The Board agrees to permit the use of school facilities for Association meetings without charge, providing the request for use of the facilities is made in accordance with Board policy. Further, the Association may use the mailboxes to its members, the interschool mail carrier and e-mail to transmit Association information to members.

4.6 The Board agrees that employees eligible to be members of the Association have the right to join and support this Association and they shall be free from interference, restraint or coercion by the Board, and their agents. Eligible employees have the right to refrain from joining the Association and its activities without fear of any reprisals, interference, restrain or coercion from either the Association, its members or the Board and its members.

4.7 Whenever any representative of the Association or any employee is mutually scheduled by both parties to participate during working hours in negotiations or grievance procedures, the individual shall suffer no loss in pay. However, Association participation shall be limited to four individuals during negotiations and two individuals during grievances.

4.8 Once signed by both parties, the Master Agreement between the Salem School Board and the Salem Educational Personnel Association shall be reproduced and a copy presented to all members now employed or hereafter employed by the Salem School District.

ARTICLE 5

Disciplinary Procedures

5.1 It is recognized that school employees serve the public and that they are expected to follow the rules and regulations of work performance and personal conduct, to work well with their fellows, and to do the things that contribute to good job performance and reaching the goals of the District. When behavior departs from the standards set by the District, the need for disciplinary action arises.

STEP 1: For minor offenses, the employee may be given a verbal warning. If the situation is not improved within a reasonable length of time, the second step is taken.

STEP 2: For a serious offense, a written warning is given to the employee and placed in the personnel file. The employee will be allowed to respond in writing to any written warning and this response will be placed in the personnel file with the warning.

STEP 3: A second written warning may be cause for suspension from work without pay. Should a suspension occur, the employee shall be entitled to an appeal to the Superintendent of Schools and a member of the Association may attend if requested by the employee.

STEP 4: A third written warning is cause for immediate suspension without pay and/or discharge from employment. Any employee so suspended or discharged will be entitled to an appeal to the School Board with representation of their own choice.

It is not considered necessary to proceed through the entire four steps or essential to start with the first step, depending upon the seriousness of the offense. At all times, discipline should be commensurate with the offense committed.

All written records are to be part of the employee's cumulative record.

5.2 All suspensions and discharges must be stated in writing with the reason(s) stated and a copy given to the employee within two working days of suspension or discharge.

5.3 An employee may be suspended or discharged for one or more of the following reasons:

a. Inefficiency or incompetence;

b. Failure to observe rules and regulations established by the School Board and/or the administration;

c. Moral misconduct;

d. Or other due and sufficient cause.

5.4 In the event an employee is requested or directed to attend a meeting at which discipline may be discussed or imposed, the employee will be so advised. In addition, the employee is entitled to Association representation at such meeting. The immediate issuance of a verbal warning or directive by a supervisor shall not be considered a meeting for the purpose of this section.

ARTICLE 6

Vacancies and Transfers

6.1 A vacancy shall exist when a member of the bargaining unit leaves his/her position or the employer creates a new position covered by this agreement. When a vacancy occurs, it shall be posted in each school for five (5) work days. The notice will identify the vacancy and the location(s). The employer shall notify the Association President of vacancies occurring during the months of June, July, and August by sending notice of same by U. S. Mail. This section does not apply to involuntary transfers.

6.2 An employee may request consideration for a posted vacancy by submitting a "Request for Transfer" to the School Administrative Unit Office within five (5) working days of the final posting date. The request(s) will be considered in the selection process. The selection process will include a review and assessment of the qualifications, experience and work performance of all applicants and their ability to meet the requirements of the job description.

a. The term transfer means the moving of an employee from one assignment to another.
b. All "requests for transfer" shall be reviewed first before reviewing applicants from outside the unit.
c. An employee shall be notified when their request for transfer has been denied.

6.3 There shall be no involuntary transfers between classifications.

6.4 Notice of transfers will be provided as soon as practical, and except in emergencies, not later than 15 work days prior to transfer date.

6.5 A transfer is non-grievable.

6.6 When a school year secretary becomes a full year secretary he/she shall be entitled to all the benefits accumulated in the previous classification. When a full year secretary becomes a school year secretary, he/she shall be entitled to all benefits accumulated as long as they do not exceed the benefits of a school year secretary (excess benefits will be forfeited). Longevity for the purposes of vacation days and salary shall be calculated as of hire date as a secretary.

6.7 The position of Administrative Secretary shall be considered a promotional position, and the procedures for filling this position, should a vacancy occur, or when a transfer is being considered, will be governed by Section 6.2 of this article. The actual selection for promotional positions is non-grievable.

ARTICLE 7

Insurance

7.1 Employees working 20 or more hours per week shall be eligible to enroll in the health and dental insurance plans currently available to the Salem School District through the New Hampshire Municipal Association-Health Insurance Trust. Premium information and obligation to maintain comparable insurance is stipulated in Appendix C. Employee's coverage to be effective the first day of the month following enrollment in the insurance plan. Employee to be solely responsible for completion of application forms of district carriers. Prescription coverage for plans shall be $10/$20/$45. Office copayments for all plans shall be $20.

7.2 All insurance benefits provided by the District shall be coordinated with other coverages and when notified of excessive coverage, the employee shall make the necessary authorization for the new and appropriate coverage. Failure to make the necessary adjustment within thirty (30) days shall obligate the employee to pay the difference in rates. Such payment shall be made within thirty (30) days.

7.3 The District agrees to provide term life insurance of thirty-thousand dollars ($30,000) for each member of the bargaining unit. The Board shall choose the carrier.

7.4 Upon retirement, but not prior to age fifty-eight (58), a member of the bargaining unit may be allowed to continue health and dental insurance coverage at Salem School District group rates subject to the approval of the group insurance carriers providing coverage at the time but not beyond age sixty-five (65). This extension to be at employee expense. Payments must be made by the due date to be established by the District.

7.5 Worker's Compensation:

a. The purpose of Worker's Compensation Insurance purchased by the District is to provide an employee the opportunity to receive their regular salary on those occasions when an absence occurs because of a work related injury and the claim is accepted by the insurance carrier. It is not intended that an employee will receive more than the regular salary.

b. When a claim is accepted by Worker's Compensation Insurance an employee will receive a set portion of wages as determined by the insurance carrier. There are two (2) options available to an employee:

(1) An employee may elect to receive the difference between the Worker's Compensation payment and the regular salary as a school district employee. In the event the employee chooses to receive the differential, one-half (1/2) day leave will be charged for each day absent.

(2) An employee may elect not to receive the differential between Worker's Compensation payment and the regular salary, in which instance no absence will be charged to leave.

c. Upon notice from the Worker's Compensation Insurance carrier of the benefits to be paid, the employee shall advise the District payroll clerk which option they have chosen.

d. The differential between Worker's Compensation and the regular salary shall cease when the employee's cumulative leave is exhausted.

e. Whenever an employee is absent from work as a result of personal injury caused by an accident in the course of their employment with the Salem School District and the injury is substantiated by having the District's Worker's Compensation carrier honor medical bills incurred, the District and employee shall comply in accordance with New Hampshire RSA-281 (Worker's Compensation Laws) and Family Medical Leave Act (FMLA) laws.

f. In order to verify the Worker's Compensation payment the School District will be advised by the insurance carrier of all non-medical payments to the employee. Based on the option chosen above, the payroll clerk shall make the appropriate adjustments in District payments and sick leave records.

ARTICLE 8

Leaves

8.1 The Board recognizes that unforeseen circumstances may require the absence of the employee during the school year. As of 7/1/99, full year employees will accrue 15 days of LEAVE per year for absences for these circumstances.

Full year employees may accumulate days to a maximum of one hundred twenty five (125) days. Each employee will receive a full day's pay for each day of leave used. School year employees will accrue 12 days of LEAVE per year for absences for these circumstances. School year employees may accumulate days to a maximum of one hundred five (105) days. Each employee will receive a full day's pay for each day of leave used.

Parties recognize that leave as described in this Article does not encompass absence which is more appropriately characterized as vacation. Except in the case of illness or emergency, the employee will be required to submit the request for leave to the appropriate supervisor at least (24) hours in advance of the day requested. In the case of illness, employees will endeavor to notify the supervisor or designee in advance of their scheduled work hours. In emergencies, notice shall be given as soon as possible. In any request for leave, the employee shall affirm, as part of the form, that the requested leave conforms to the permitted use of leave under this section.

Leave pay will be awarded to the employee at the end of the month worked.

8.2 The district will pay an attendance stipend in the following amounts to each employee at the end of each year who qualifies:

Present each work day (perfect attendance)	$500.00
Absent One (1) leave day	$400.00
Absent Two (2) leave days	$300.00

Bereavement days are not counted toward year end totals.

One leave day may be used for a weather-related school cancellation by a full-year employee without counting toward year end totals.

Where Title VI of the 1994 Civil Rights Act for Religious beliefs might impact a member, one leave day may be used without that day being counted towards an individual member's year-end total.

8.3 After fifteen (15) consecutive years within the District and upon retirement or death, the employee or the heir(s) will receive 75% of accumulated sick leave at the individual's per diem rate to a maximum of $5,000.

8.4 Employees shall be granted, upon request, up to five (5) days of leave during a contract year without loss of salary for each death of a significant family member. The employee shall state in writing that the absence was for the purpose above.

8.5 (a) Three (3) convention/workshop days - An employee wishing to attend professional meetings related to their assignment during the work week shall submit a request to the Superintendent of Schools or a designee at least ten (10) days in advance. The Superintendent or a designee will consider each request and may or may not grant permission to attend.

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

8.6 <u>FMLA Leave:</u>

An unpaid leave may be requested by an employee to care for: the employee's child upon birth, an employee's child upon adoption or foster care, an employee's parent, spouse or child with a serious health condition; or when an employee is unable to work because of a serious health condition (Serious health condition as defined by the Family and Medical Leave Act of 1993 [FMLA]). The FMLA provides eligible employees up to twelve weeks in any twelve month period of unpaid job protected leave for the above mentioned reasons. The District and employee shall follow guidelines and regulations adopted under FMLA where applicable. In the case of a female employee who gives birth to a child, such unpaid leave shall be granted and may be extended to a period of up to (6) months after the birth of a child.

An employee who has been granted a leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated employment. The employee shall be entitled to sick leave pay according to the provisions of this contract for those days certified as a disability by a registered physician. The

employee is to notify the Superintendent of Schools in writing of her intent no later than the end of the seventh (7th) month of pregnancy.

An employee shall not forfeit seniority during this leave of absence. Health and dental insurance coverage may continue at Salem School District group rates and at the employee's expense provided payments are made on or before the due date as determined by the School District. Life insurance will be maintained at School District expense.

8.7 Sick Leave Bank - The sick leave bank shall be established and administered as follows:

(a) The Board shall make no contributions to the Sick Leave Bank.

(b) The sick leave bank will be administered by S.E.P.A. and they will provide the Board a copy of the procedures for the use of the sick bank within thirty (30) days of the date of the approval of the contract. These procedures will be kept current by S.E.P.A. and changes thereto reported to the Board within ten (10) working days.

(c) S.E.P.A. will recommend to the Board or, its designee, payment of sick leave from sick leave bank by providing a physician's statement indicating the nature of the disability or illness, the day when the sick leave will be effective, and the number of days of sick leave awarded from the bank.

(d) In the event the employee does not use all the days awarded, S.E.P.A. must notify the Board, or its designee, the exact number of days used by the employee within ten (10) working days of the last day in which sick leave was utilized by that employee.

(e) The only obligation of the School Board in relation to the sick leave bank is to pay out sick leave from said bank to the employee requested by S.E.P.A.

(f) The sick bank will be allowed to accumulate to a maximum of ninety (90) days. S.E.P.A. may replenish the bank by requesting that a leave day from each employee be deducted and added to the bank. S.E.P.A. must furnish a written authorization to the Board or its designee delineating the name of the employee(s) from whom a day is to be deducted and it must insure that said employee(s) have a sick day accrued before requesting the deduction.

(g) This section dealing with the sick leave bank is non-grievable.

8.8 Jury Duty - Any employee summoned for jury duty shall be paid his/her full salary for each working day of absence provided she/he pays the District the jury fee(s).

8.9 An employee summoned by a subpoena for a school-related incident that occurred while at work shall be entitled to full salary for missed hours of work provided she/he pays the District any fees earned.

8.10 Leaves for any purpose other than defined in this agreement may be requested by written notice to the School Board addressed to the Superintendent of Schools. Each request will be placed on a future agenda for consideration by the School Board, which may or may not grant the leave with or without pay.

ARTICLE 9

Vacation

9.1 Vacation pay is equal to the regular straight time rate of pay for the normal hours worked and is exclusive of overtime.

9.2 In the event of broken service, resignation or termination, only vacation time earned since the last date of employment shall be counted.

9.3 Employees on leave without pay shall forfeit vacation credits for the length of absence.

9.4 Vacation time may be requested at any time after the end of month which earned. It is recognized by both parties the preferable vacation period is during summer vacation and further, the immediate supervisor may or may not grant the requested vacation period if they judge the needs of the school office to be hampered by granting leave at that time.

If more than one secretary in the same building requests the same vacation, seniority shall prevail. Vacation time must be requested at least fifteen (15) days in advance for three (3) days or more; seven (7) days in advance for less than three (3) days.

9.5 The Board shall provide paid vacation days based on the following sections:

(a) Fifty-two week secretaries shall be entitled to vacation days accumulated at the rate of .8331 days for each month of active duty. After the completion of seven (7) consecutive years of employment, the rate shall be 1.25 days for each month of active duty. After completion of fourteen (14) consecutive years of employment, the rate shall be 1.66 days for each month of active duty. Accrued vacation time must be used during the fiscal year July 1 to June 30. Thereafter, vacation days accrue at the rate as defined above per month. Days not used during the fiscal year following the year in which they were accumulated will be forfeited.

(b) School secretaries employed less than fifty-two (52) weeks shall accumulate vacation days at the same rate as fifty-two week secretaries. They are eligible for up to five (5) paid vacation days during the scheduled work year. Any remaining earned vacation time will be paid the next pay period following the last scheduled work day and will be paid at the rate for that schedule year.

ARTICLE 10

Paid Holidays

10.1 For all school secretaries employed fifty-two weeks, the School District shall pay the regular straight time rate for the customary hours worked, except for overtime, for holidays specified below.

10.2 School secretaries of less than fifty-two weeks are eligible to earn paid holidays that fall on a workday within a week or portion of a week that schools are in session.

10.3 Employees shall be entitled to the holiday pay only if they actually work the scheduled workday preceding or the work day following a holiday unless they are on a granted vacation day(s) or bereavement leave. If an employee is absent due to illness for three or more workdays, including the holiday(s), and upon request, submits a medical certificate, said employee shall be paid for the holiday(s). School year employees are not entitled to holiday pay for Independence Day.

10.4 All hours paid on a holiday which falls in the employee's regular workweek shall be counted as hours worked for the purposes of computing a 40-hour workweek and overtime.

10.5 Any time school is in session, the employee shall work and the holiday will be observed at a future date to be determined by the Superintendent of Schools.

10.6 Holidays:

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Civil Rights Day
Presidents' Day
One day at discretion of the Board
Memorial Day

ARTICLE 11
Dues Deduction

11.1 Upon presentation of written authorization by an employee, the District agrees to deduct from each Association member so authorized the appropriate dues as certified to the employer by the Treasurer of the Association, and forward the same to the Association Treasurer. Said deduction is to be made each pay period. However, if any employee has no check coming to him/her, or the check is not large enough to satisfy the assignments, then and in that event only no collection will be made from said employee for the pay period. The association shall save the Board harmless from any disputes as a result of dues deduction.

11.2 It is further agreed that such authorization for deduction of dues shall continue in full force and effect for the full school year, and that a written revocation of such authorization to the Superintendent's Office will not take place until the following school year. Employees leaving the District during the school year will have any outstanding dues balance deducted from their last paycheck and forwarded to the Association.

ARTICLE 12

Hours of Work

12.1 The normal work week will begin no earlier than 6:00 A.M. on Monday and end no later than 4:00 P.M. on the following Saturday, and shall consist of five (5) consecutive days of straight-time pay.

12.2 The normal work day will consist of eight (8) hours of work in any one day at the straight-time rate for those employed fifty-two (52) weeks per year. The actual hours of work will be set to meet the needs of the school office. The hours will be established for a school year no later than August fifteenth each year and will be revised for "summer hours" no later than June thirtieth each year. In the event hours are to be changed, the employee and the Association will receive at least two weeks' notice.

The normal work day for those employed for less than fifty-two (52) weeks will be set no later than August 15th of each year and will be arranged according to the needs of the school office.

12.3 All time worked in excess of forty (40) hours in any one work week shall be paid at the rate of time and one-half. Paid holidays occurring during the work week shall be counted as hours worked for the purpose of determining the forty (40) straight-time hours.

12.4 An employee shall be paid for all scheduled hours worked and for any additional hours of work assigned by the designated supervisor.

12.5 An employee called back for work outside the normal scheduled work day shall be paid for a minimum of two (2) hours of work at the rate of time and one-half of normal hourly rate.

12.6 In no event shall duplication or pyramiding of overtime or premium rates be permissible.

12.7 All employees shall be entitled to an uninterrupted lunch period of thirty (30) minutes and one fifteen (15) minute coffee break each day. The coffee break is to be considered hours worked.

ARTICLE 13

Wage Rates

13.1 The wage rates of employees covered by this Agreement are set forth in a schedule which shall be made a part of the agreement as Appendix B. Such schedule(s) as amended by subsequent negotiations shall remain in effect as long as the agreement is in force.

13.2 Any wage adjustment must be negotiated with the Board and the Association.

13.3 All employees will be paid bi-weekly according to the District payroll calendar.

13.4 Longevity pay will be paid on the last paycheck of the year at the rate prescribed for that year.

ARTICLE 14

Evaluations

14.1 All employees shall receive a formal evaluation report at least once each year. The evaluation(s) shall be completed by March 1st of the school year. All monitoring and/or observation of the work performed by the employee shall be conducted openly and so far as possible with full knowledge of the employee.

14.2 Formal evaluation reports shall be presented to the employee by the author of the report. A conference between the evaluator and the employee shall follow within three (3) working days. Employees shall not sign a blank or incomplete evaluation form.

14.3 The completed evaluation report shall be signed by the evaluator and the employee and become a part of the personnel record. Signature of the employee signifies that the material has been read and is to be filed. It does not necessarily indicate agreement with the content, nor does the refusal to sign prevent the materials from being placed, and remaining in the file.

14.4 An employee may attach comments to the evaluation report.

14.5 The evaluation conference is to be between the individual employee and the evaluator.

14.6 It is recognized the procedure for evaluation is subject to the grievance procedure; however, the content of the evaluation shall not be subject to a grievance.

14.7 An employee shall have the right, upon twenty-four (24) hour notice, to review the contents of their file. An employee shall be entitled to have a representative of the Association accompany him/her during such review. At least once every two years, an employee shall have the right to indicate those documents and/or other materials in their file which they believe to be obsolete or otherwise inappropriate to retain. However, retention is a managerial responsibility and no item will be removed without the Superintendent or a designee's approval.

14.8 No documents and/or other material shall be placed in the personnel file of an employee after severance without the former employee's knowledge. A letter to the last known address shall be considered an adequate effort to reach the former employee.

14.9 No material derogatory to an employee's conduct, service, character or personality shall be placed in their personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that they had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent or a designee and attached to the file copy.

ARTICLE 15

Professional Development

15.1 Each active employee within the school district is eligible for course, workshop, and/or conference (hereinafter "Course") reimbursement each school year in accordance with the following guidelines:

15.2 Eligible employees may be reimbursed only for Courses of study which the Superintendent determines are directly related to the employee's present job (including level of responsibility and length of service), the nature and purpose of the Course, and/or the benefit to be derived by the employee and the District.

15.3 Employees seeking Course reimbursement must have the written prior approval of the Superintendent before enrollment. Such approval will not be granted without a positive recommendation by the employee's supervisor.

15.4 Employees seeking reimbursement must submit a certified transcript of their grades and a receipt of the expense incurred. The District shall then reimburse the employee, in accordance with the above guidelines, the cost for tuition, mileage at the current IRS rate for workshops and conferences, registration and/or lodging.

15.5 Employees who, prior to completing the approved Course, voluntarily leave the District shall not be reimbursed for the expenses associated with the Course.

15.6 Employees are expected, under normal circumstances, to schedule Course attendance and the completion of study assignments outside of their regular working hours. Employees will not be paid an hourly wage to attend courses that are not during their regular working hours.

15.7 Records of all Courses completed by each employee shall be maintained in the employee's personnel file.

15.8 Reimbursement:

(a) Reimbursement shall be made for a grade “C” or better, passing a “fail-pass” course, or receiving a certification indicating satisfactory completion of the Course. The total pool (total amount of reimbursements available) for all secretaries shall not exceed two thousand four hundred seventy-five dollars ($2,475) per year. Initial reimbursement is limited to two hundred seventy-five dollars ($275.00) per secretary per school year. If any funds remain unexpended at May 15th, secretaries may apply for additional reimbursement.

ARTICLE 16

Lay Off

16.1 If there is to be a lay off or any reduction in the work force in the Salem School District; the person with the least seniority in the classification shall be laid off first. All employees who have been laid off will be kept on a recall list for a maximum of 15 months. Refusal to accept a position upon recall from lay off shall result in the name being removed from the list.

16.2 Seniority shall be defined as the total length of service within a job classification. Transfers and Promotions: Seniority accrual for transfers into a new job classification or a promotional position shall begin on the effective date of the transfer or promotion. All seniority earned in the previous classification shall be retained in the event the employee re-enters that classification.

16.3 Classifications are as follows:

Administrative Secretary

Full Year Secretary

School Year Secretary

16.4 There shall be no bumping between or among classifications.

ARTICLE 18

Zipper Clause

18.1 It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understandings between the parties for the contract term.

18.2 This Agreement may not be altered, changed, or added to, deleted from, or modified except through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.

ARTICLE 19

Duration

19.1 The provisions of the Agreement will be effective as of July 1, 2014, and shall continue and remain in full force and effect as binding on the parties until the thirtieth (30) day of June, 2017.

19.2 Cost items for all the years of the Agreement will be submitted for approval at the 2014 Annual School District Meeting (i.e., the Agreement will be Sanbornized). Should the annual meeting fail to appropriate all the monies necessary to fund this Agreement then either party may reopen negotiations on all or part of the entire Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of, May 2014.

SALEM EDUCATIONAL PERSONNEL ASSOCIATION	THE SALEM SCHOOL BOARD
By: Karen L. Crandell	By: Patricia Corbett
By: Jamie L. Arnfield	By: Michael [illegible]
By: Linda M. O'Sullivan	By: Peter [illegible]
By: Colleen Covino	By: [illegible]
By:	By: [illegible]

APPENDIX A
SALEM SCHOOL DISTRICT
SEPA

GRIEVANCE RECORD
(For use at Steps or Levels 2 and 3)

Grievance #_____ Step #_____

Name of Grievant:_____ Date Filed:_____

Building:_____ Assignment:_____

Date of alleged violation or misapplication:_____

Article of the agreement allegedly violated:_____

Statement of the grievance:_____

_____

_____

Nature and extent of the injury or loss involved:_____

_____

_____

Remedy sought:_____

_____

_____

_____ _____
(Signature- Association Representative present) (Signature – Grievant)

Disposition by (circle one): Principal Food Serv. Dir. Maint. Dir. Superintendent

Date answered: _____
Response:_____

_____

_____

_____
(Principal/Food Serv. Dir./Maint. Dir./Superintendent

Grievance settled on the basis of the response (if so, sign below):

Grievant:_____

APPENDIX B

SALEM SCHOOL DISTRICT

SCHOOL ADMINISTRATIVE UNIT #57

Salem, New Hampshire

SALEM EDUCATIONAL PERSONNEL ASSOCIATION

SECRETARY WAGE SCHEDULE

Position	2013-2014	(1.25%) 2014-2015	(1.5%) 2015-2016	(2.25%) 2016-2017
Secretary (Year 1)	$15.11	$15.30	$15.53	$15.88
Secretary (Year 2)	$16.28	$16.28	$16.28	$16.65
Secretary (Year 3 through 12)	$16.60	$16.81	$17.06	$17.44
Secretary (Year 13+)	$16.92	$17.13	$17.39	$17.78
Admin Secretary Hire (Year 1)	$15.54	$15.73	$15.97	$16.33
Admin Secretary (Year 2)	$17.23	$17.23	$17.23	$17.62
Admin Secretary (Year 3 through 12)	$17.57	$17.79	$18.06	$18.46
Admin Secretary (Years 13+)	$17.91	$18.13	$18.41	$18.82

LONGEVITY - SECRETARY

$400 AFTER 12 YEARS

$500 AFTER 20 YEARS

APPENDIX C

HEALTH INSURANCE

SALEM EDUCATIONAL PERSONNEL ASSOCIATION

A: The Board shall offer the following annual contributions toward the premiums of a health insurance plan:

The total contribution will be equalized to the District's contribution share to the SSCEA and the SEA.

B: The district intends to offer the following health/medical plan options:

Blue Choice Three Tier

Blue Choice Two Tier

Matthew Thornton Blue

Employees currently enrolled in Blue Choice Tier 2 health plan may continue, but no new employees may elect that coverage.

C: The district shall have the right to choose the carrier for health/medical insurance coverages provided the coverage is comparable to the current plans.

D. The district shall pay 80% of the rates in effect for dental coverage.

E. If a current enrollee discontinues their health insurance plan, or a newly hired full-time employee does not enroll in coverage, they may be eligible for an incentive payment. Upon receiving documentation suitable to the District certifying that an employee has enrollment in an alternative medical insurance plan, the District will provide a buyout of $1,000. If an employee is not currently enrolled in health coverage, the District will provide a buyout of $500. All qualifying employees must maintain other coverage without participating in the District's plan for a full fiscal year to be eligible. An employee may only re-enroll during the open enrollment period, or due to a qualifying event. This incentive will be paid annually in June.