Shaker Regional School District

Collective Bargaining Agreement

with

Shaker Regional Education Support Professional Association, NEA – NH

July 1, 2016 – June 30, 2019

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AGREEMENT

Preamble: Agreement made and entered into as of July 1, 2016 between the Shaker Regional School Board (hereinafter referred to as the "Board" or the "Employer") and the Shaker Regional Education Support Professional Association, NEA-NH (hereinafter called the "Association") acting herein on behalf of the employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

ARTICLE I
Recognition

1.1. The Employer hereby recognizes the Association as the sole and exclusive bargaining representative pursuant to provisions of New Hampshire Revised Statutes Annotated Section 273-A, for all members of the bargaining unit.

The Employer recognizes the Association as the sole and exclusive collective bargaining representative to all full-time and regular part-time employees who are employed in the following job classifications: Clerical, Custodians/Grounds, Food Services, Paraprofessional/Assistants, and Tutors; and are employed in any of the following positions: Administrative Assistant, Assistant, Custodian, Groundskeeper/Custodian, Lead Custodian, Lead Groundskeeper/Custodian, Behavior Support Assistant, Classroom Assistant, General Special Education Assistant, Library Assistant, Preschool Assistant, Maintenance, Food Service Assistant, Kitchen Manager, Paraprofessional, Para-Aide, Reading Tutor, Secretary, Special Education Assistant, Student Support Center Assistant, Study Hall Employee, Teaching Assistant, Title 1 Assistant, Title 1 Tutor, Tutor, Transition Assistant/Job Coach, 1-1 Aide, 1-1 Behavior Assistant, LNA, 1-1 LNA, 1-1 Special Education Assistant, Learning Center Assistant, VLACS Coordinator and as described in the bargaining unit certification authorized by the NH PELRB. The bargaining unit shall exclude all supervisory, management, probationary (initial), and on-call personnel.

1.2. Whenever the word "employees" is used in this Agreement, it shall be deemed to mean employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1.1.

1.3. The words "full-time employee" means an employee regularly and normally scheduled to work thirty (30) hours or more per week. Said employee shall receive full benefits.

1.4. Regular Part-time Employees:

The term "regular part-time employee," as distinguished from "casual employee," is defined as any part-time employee in a covered classification who regularly works twelve (12) or more hours per week.

Part-time employees shall be covered by all provisions of this Agreement, as may be

applicable.

1.5. The term "Calendar Year" Employee is defined to be any employee who is hired to work for more than 240 days over a 12 month period.

1.6. The term "Enhanced Days School Year" Employee is defined to be any employee who is hired to work between 200 and 239 days.

1.7. The term "Regular School Year" Employee is defined to be any employee who is hired to work between 180 and 199 days.

1.8. The term "Board" or "Employer" is defined to be the Shaker Regional School Board.

1.9. The term "Superintendent" is defined to be the Superintendent of Schools of the Shaker Regional School District, who is the responsible administrative head of the District.

1.10. The term "Principal" is defined to be the principal of a particular school, who is the responsible administrative head of any such school.

1.11. The term "Association" is defined to be the Shaker Regional Education Support Professional Association, NEA-NH, also known as the "SRESPA".

1.12. The term "District" is defined to be the Shaker Regional School District.

1.13. The term "work day" is defined to be the day that an employee is assigned to work, which shall typically be the days on which the District offices and/or schools are open.

1.14. Whenever the singular is used in this Agreement, the term shall also include the plural.

ARTICLE II
Non-Discrimination

2.1. The Employer and the Association agree that no employee covered by this Agreement shall be discriminated against because of membership in, or lack of membership in, the Association, or because of activities on behalf of or against the Association.

ARTICLE III
Management Rights

3.1. Except as otherwise limited by an expressed provision of this agreement, the Employer reserves and retains the right and responsibility:

a. To determine the overall mission of the School District as a unit of government;

b. To maintain and improve the efficiency of governmental operations;

c. To determine the services to be rendered, the operations to be performed, the technology to be utilized or the items to be budgeted;

d. To determine the overall methods, processes, number, means or personnel by which governmental operations are to be conducted;

e. To direct, supervise and hire employees;

f. To suspend, discipline or discharge, to transfer, assign, schedule, retain, or layoff employees;

g. To relieve employees from duties because of lack of work or funds, or under conditions where the Employer determines continued work would be inefficient or nonproductive;

h. To take whatever actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining agreement; or,

i. To take actions to carry out the mission of the Employer as the governmental unit in situations of emergency;

j. To take action to carry out the mission of the Employer as the governmental unit in all situations unless specifically limited by this Agreement.

3.2. Nothing in this Agreement shall be construed to limit the discretion of the public Employer to voluntarily confer with any or all of its employees.

ARTICLE IV
Association Rights

4.1. The Employer shall recognize the following Association officers:

President	Treasurer
Vice-President	Building Representatives
Secretary	Executive Board Members

The Association shall notify the Employer, in writing, of any and all changes to the list of Association officers within five (5) days of such change. Failure to notify the Employer of such change shall cause any grievance filed by such Association officer to be held in abeyance until such time as the official notification is made.

4.2. The Employer agrees to recognize a reasonable number of Association designated officers and/or building representatives who may receive complaints and process grievances, meet with management and represent the Association in all dealings with the Employer. Designated officers and/or building representatives will notify their immediate supervisor when they desire to leave their work assignment to properly and expeditiously carry out their duties in connection with this Agreement. Designated officers and/or

building representatives shall be granted a reasonable amount of time off from their respective job duties without loss of pay or time to carry out their Association duties.

4.3. No employee shall interfere with work of other employees, or engage in any solicitation during working hours in working areas, or distribute literature during working hours in working areas.

4.4. Orientation:

At the time a new employee is hired the Employer will provide the employee with a copy of his/her job description and a copy of this collective bargaining agreement.

The Employer will provide the Association President and Treasurer with the name, address and job classification of each new hire. The Employer will also notify the Association President and Treasurer with the names of terminated employees and their date of termination.

The Association will be provided with the opportunity for one representative to address each newly hired bargaining unit member for up to ½ hour.

4.5. Under the terms of this Agreement, the Association and its members are understood to enjoy the same rights of access and use of District facilities as are extended to individual employees of the District, within reasonable guidelines established by the Principal.

4.5.1 The Association may be provided with the use of local phone service, a mailbox, electronic mail, internet service and for instructional purposes, the use of office reproduction equipment. Any cost incurred by use of telephone or school equipment for Association business shall be borne by the Association.

4.5.2 The Association and its representatives may have the right to post notices of activities and matters of Association concern on bulletin boards in the staff's room. The Association may use staff's mailboxes for communication.

4.5.3 The Association may be given an opportunity at staff meetings to present reports and announcements.

4.5.4 The Association and its representatives may have the right to use the school building for meetings and to transact Association business on school property. The use must be within the hours when custodians are regularly employed and conform to the District building use policy.

4.6. Annually, at the request of the Association, the Employer will provide the Association with wage and cost of benefit data for all bargaining unit employees. The information will be provided in a spreadsheet format or computer printout.

4.7. The Association shall be given 1 paid leave day per year. The day is to be distributed at

the discretion of the Shaker Regional Education Support Professional Association Executive Board and are to be used by an executive member or committee chairperson of the SRESPA for a meeting or conference.

The day does not accumulate and is not to be compensated for if not used. The day must be approved by the Superintendent prior to leave.

4.8. The Employer shall provide payroll deductions for Association Dues upon receipt of a signed authorization for dues by the employee. Deductions will be made on a bi-weekly basis and will begin the payroll following receipt of the signed authorization providing no deduction begins prior to the first check in September. Payroll deductions for dues shall end no later than the second paycheck in June. All deductions will be submitted to the Association Treasurer on a bi-weekly basis with a payroll deduction report listing the name of the employee and their dues withheld.

ARTICLE V
Non-Strike

5.1. The Employer and the Association agree that they both desire uninterrupted service, and, therefore, in consideration of this Agreement, the Association, its officers and agents agree that they will not authorize, sanction, or condone a strike, stoppage of work, slowdown, boycott, or any other action interfering with or designated to interfere with the operations of the School District and the Employer agrees that the Employer will not engage in any lockout during the term of the Agreement.

5.2. Both parties agree that they will immediately disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including, but not limited to, such action as may be available through RSA 273-A:13, as may be amended during the term of the Agreement.

ARTICLE VI
Grievance and Arbitration Procedures

6.1. The purpose of this article is to provide for a mutually acceptable method of prompt and equitable settlement of grievances arising under the terms of this Agreement.

6.2. A grievance is defined to be any dispute or complaint between the District and the Association, or any employee or employees covered by this Agreement, relating to the application of the terms of the Agreement.

6.3. The parties agree that every effort will be made to settle grievances at the lowest possible level. However, should a grievance not directly involve the principal but directly involve the Superintendent or a District-wide issue, the grievance procedure will start at Step Two set forth at Article 6.5.3.

6.4. Notwithstanding any provision of RSA 273-A to the contrary, an individual employee or

group of employees may process a grievance through the grievance procedure without representation by the Association. However, an Association representative will be permitted to attend all steps.

6.5.1 Informal Step. An employee must informally discuss a grievance with his/her Supervisor within twenty (20) work days after the employee knew or should have known the act or condition upon which the complaint is based. In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be completed prior to the end of the school term or as soon thereafter as practicable.

6.5.2 Step One. In the event a mutually acceptable resolution of the problem is not reached by the informal step above, a grievance may be submitted to the Supervisor for his/her formal consideration. Said grievance must be in writing on forms provided by the District for this purpose and must be submitted within ten (10) work days from the conclusion of the informal step. The Supervisor will schedule a hearing within ten (10) work days of the receipt of the written grievance and a decision in writing shall be presented to the grievant within ten (10) work days of the hearing.

6.5.3 Step Two. If the grievant is dissatisfied with the decision rendered by the Supervisor, or if the Informal Step and Step One have been bypassed in accordance with the provisions of Article 6.3., a written request for a hearing may be submitted to the Superintendent. Said request must be in writing and must be made within ten (10) work days of the decision of the Supervisor in Step One above. The Superintendent shall schedule a hearing to be held within ten (10) work days of the receipt of the request and shall render a decision in writing ten (10) work days of the hearing.

6.5.4 Step Three. If the grievant is dissatisfied with the decision of the Superintendent, s/he may request a hearing before the School Board. Said request must be submitted to the School Board within ten (10) work days of the decision of the Superintendent. Upon receipt of said request, the School Board shall schedule a hearing before the full Board. The hearing shall be held within ten (10) work days of the receipt of the request. Within ten (10) work days of the next regularly scheduled School Board meeting, the School Board will issue its decision.

6.5.5 Step Four. If, subsequent to the Board's decision, the Association feels that further review is necessary, the Association shall so notify the School Board within ten (10) work days of the decision of the Board and request arbitration, such request to reasonably detail the specific nature of the dispute and the remedy requested. The Association and Board shall communicate promptly to choose the arbitrator no later than ten (10) work days from the date of the demand for arbitration. If a mutually agreed upon selection cannot be made within such ten (10) work day period, then either party may file the demand for arbitration with the American Arbitration Association and selection shall be made in accordance with the Labor Rules of the American Arbitration Association (AAA).

The Arbitrator shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement. The Arbitrator shall have the authority to frame the question(s) submitted for arbitration, to make an award, and to fashion the appropriate remedy. In the event the District submits a question regarding the arbitrability of the asserted grievance to the Arbitrator, the Arbitrator shall first decide that issue and determine whether to hear the substance of the case. The Arbitrator shall not be automatically disqualified from hearing the substance of the case by reason of determining arbitrability.

Each party shall bear the expense of its witnesses and for preparing and presenting its own case. The compensation and expenses of the arbitration and the Arbitrator shall be assessed by the AAA and the Arbitrator and shall be shared equally by the Board and Association. The Board and the Association agree to abide by the decision of the Arbitrator, which is final and binding on all parties.

ARTICLE VII
Discipline

7.1. All disciplinary actions, except verbal warnings, shall be written and shall cite the act or omission which supports the disciplinary action. All written statements of disciplinary action shall be presented to the employee as soon as possible, but not more than five (5) school days after the act or omission or discovery thereof.

ARTICLE VIII
Vacancies

8.1. Posting of Vacancies:

When a vacancy occurs in a school the Employer shall notify the Association and post a notice of said vacancy on every school's bulletin board and to notify all bargaining unit members by email ordinarily used for notices to bargaining unit employees. The notice of the vacancy shall be posted concurrently with the posting of the vacancy outside of the bargaining unit.

a. If an employee desires to fill a vacancy, he/she must apply for such position as required by the District office.

b. Any employee seeking a lateral transfer who applies to an open position will be given preference over those seeking a promotion, based upon their qualification so long as such transfer is not detrimental to the educational programming of the District.

ARTICLE IX
Probationary Period

9.1. New employees are placed on a thirty (30) calendar day probationary period. Both during

and following the probationary period, employees are subject to District policies and procedures. The purpose of the probationary period is to give new employees and the District the opportunity to get to know each other and to decide if they want to continue a working relationship. At the same time, a supervisor uses this period to acquaint the District employee with his or her job and how it relates to the overall operation of the District. During the probationary period all employees' employment with the District remains at-will.

During the probationary period, and any extension of it, employees are not eligible for any benefits. Benefits begin on the first day of the month following the completion of the probationary period.

9.2. The Employer may extend the probationary period for an additional thirty (30) days, then request an extension of thirty (30) additional calendar days from the Association in special cases, which the Association shall not unreasonably withhold.

9.3. During the probationary period for new and rehired employees, the Employer may discharge such employees without cause. Such discharge shall not be subject to the grievance or arbitration provisions of the Agreement.

ARTICLE X
Compensation

10.1. All employees shall be paid according to the salary schedule in Appendix A

10.2. Substitute Teacher Pay:
Any paraprofessional employee who works as a substitute teacher shall be paid at the higher of the rate of pay for a substitute teacher or the employee's regular rate of pay.

10.3. Bi-Weekly Paycheck:

Paychecks are available to bargaining unit employees by close of school every other Thursday. Employees are encouraged, but not required, to use direct deposit of their paycheck. When holidays fall on payday, checks will be available by close of school the day before.

ARTICLE XI
Hours of Work and Overtime

11.1. Work Year:

For the purposes of this Agreement, the work year shall be defined as follows:

Regular School Year: Between 180 days and 199 days; however part-time employees work within the regular school year but may be assigned to work a partial day or partial week, such as four (4) hours per day or two (2) days per week.

Enhanced Days School Year: Between 200 and 239 days.
Calendar Year: Between 240 and 260 days
Extended School Year: At the discretion of the Superintendent employees may work additional days during the summer.

The parties recognize the employee's daily and weekly schedules are based on the District's operating requirements and are subject to change.

11.2. Hours of Work:

The normal work week for full-time employees shall be:
(a) forty (40) hours per week, consisting of five (5) days at eight (8) hours per day;
(b) thirty-seven and one-half (37 ½) hours per week, consisting of five (5) days at seven and one-half (7½) hours each day;
(c) thirty-five (35) hours per week, consisting of five (5) days at seven (7) hours per day;
(d) thirty-two and one-half (32 ½) hours per week, consisting of five (5) days at six and one-half (6½) hours per day; or,
(e) thirty (30) hours per week, consisting of five (5) days at six (6) hours per day;

The parties recognize that the number of hours an employee works may be changed as the needs of the students or District change.

The workday for all full-time employees shall include an unpaid lunch period of one-half (1/2) hour. The workday of every full-time custodian or ground personnel shall include two (2) fifteen (15) minute paid rest periods.

Nothing in this Agreement shall limit or restrict the right or the ability of the Employer to in any way change the starting or dismissal time for any employee.

Employees shall not be required to work out of his/her job duties, for example, a custodian shall not be required to perform the work of an electrician or plumber without being paid at the appropriate rate of pay for such work.

If any employee is required to attend a meeting and such meeting time is outside of any such employee's regular work schedule, such employee shall be compensated for the same at the employee's regular rate of pay or the appropriate overtime rate, if applicable.

11.3. Overtime:

Any employee who is required to work in excess of forty (40) hours in any one payroll week shall be paid for such weekly overtime at the rate of time and one-half of his/her regular straight-time hourly rate.

11.4. Curtailed Operations:

In the event of a delayed opening or early dismissal, staff may make up the hours missed

if they have approval from their supervisor and if the hours are worked in the same week.

At the start of the school year an employee may designate, in writing, the use of up to 1 personal day to be used in hourly increments equal to the delay or early release in lieu of making up the time.

ARTICLE XII
Holidays

12.1. The District provides the following 12 paid holidays for full-time Calendar Year employees: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and the Day After, Christmas Day and the Day Before and the Day After, New Year's Day, President's Day (taken the first Monday during February vacation), and Memorial Day.

The District provides the following 5 paid holidays for full-time Enhanced Days School Year employees: Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day.

The District provides the following 3 paid holidays for Regular School Year employees: Thanksgiving, Christmas, and New Year's Day.

The Superintendent will provide a list of holiday observance days by April 1. Employees leaving the District will not be compensated for unused or future holiday time.

12.2. Holiday pay for eligible employees shall be based on the employee's regular straight-time hourly rate and shall be for the employee's regular hours of work. Other leave time cannot be used to cover unpaid holidays.

ARTICLE XIII
Vacations

13.1. The District shall provide paid vacation to full-time employees in accordance with the following schedule:

Calendar Year Employees:
1-4 Years Completed Service – 10 days
5+ Years Completed Service – 15 days

Enhanced Days School Year Employees: 5 days

Vacation time is awarded beginning July 1st, based on the employee's length of service within a specific classification with the District as of that date. Calendar Year Employees who start midyear will be entitled, on July 1, to one paid day of vacation for each month of service during the previous year, up to a maximum of 10 days. Unless taken in conjunction with emergency FMLA leave, vacation time must be scheduled and approved

in advance and must be taken when school is not in session unless otherwise unavoidable and approved by the District. Approval for vacation must be received from the employee's supervisor. Vacation leave cannot be carried into a subsequent year. In the event of extenuating circumstances where such vacation leave cannot be scheduled, the employee may use up to 1 week of vacation prior to the start of school in the subsequent year.

13.2. Paid absences shall be considered as time worked in determining the amount of vacation pay for employees. All unpaid leave shall not be considered as time worked in determining the amount of vacation pay except in cases of maternity leave and Worker's Compensation leave for which an absence not exceeding ninety (90) days shall be considered time worked in determining the amount of vacation pay.

ARTICLE XIV
Sick Leave

14.1. The purpose of sick leave is to afford employees protection against lost income from absences due to their own injury or illness. However, an employee may also utilize up to five days of their available sick leave per year for the purpose of providing care to an ill or injured immediate family member (spouse, significant other, children, parents, ward) who is "incapable of self-care", or to accompany such person(s) to healthcare provider visits. The Superintendent may allow an employee to use more than five days of their available sick leave to care for an immediate family member at his/her sole and absolute discretion. Any employee that is out on sick leave for three or more consecutive days may be asked to provide the District with a medical provider's certificate stating the nature of the illness and the employee's fitness to return to duty in order to return to work.

1. Full-time Calendar Year employees may earn up to 10 sick days each fiscal year, and may carry forward their unused sick days to a maximum of 45 accrued days at any time.
2. Full-time School-Year and Enhanced Days School Year employees may earn up to 8 days in the school year and may carry forward their unused sick days to a maximum of 30 accrued days at any time.
3. Sick time is not given in advance; it is earned with each pay period.
4. Earned/accrued sick leave is not paid under any circumstances when separation from employment occurs.

14.2. To be eligible for paid sick leave, employees must report the usage of sick time to their immediate supervisor.

ARTICLE XV
Insurance and Benefits

The Board shall provide fringe benefit coverage based on a twelve-month period consistent with

the terms and conditions of the individual carrier. The Board shall maintain returning staff on the fringe benefit plan(s) during July and August; however the Board's contribution toward the health insurance plan(s) is contingent to the employee returning to work at the District. In the event that an employee resigns during July or August, the employee will not be eligible for any Board contribution toward the health insurance plan, but will be offered the opportunity to either pay the full premium through COBRA or be retroactively dropped from the Board's coverage effective the previous June 30.

Fringe Benefits under this Agreement shall be provided for full-time employees throughout the current school year, irrespective of absence due to illness or injury. Part-time employees will receive fringe benefits in proportion to their share of the full-time position whenever appropriate.

15.1. Health Insurance:

The District agrees to make available to full-time Bargaining Unit members health and medical benefits upon the following terms and conditions:

The District shall pay the following amounts each year toward the SchoolCare CDHP (Yellow) Health Insurance Plan	
Plan	Annually
Single	90% of the Cost
Two-Person	$12,000
Family	$12,000

The coverage period shall be July 1 through June 30, in accordance with the terms and conditions of the carrier. The District will pre-pay the insurance premiums for returning employees during July and August and the Employee's share of Health Insurance shall be deducted through payroll deductions during the school-year pay. Any Employee who resigns or is hired during the coverage period will be provided a prorated District contribution and the employee will be responsible for any balance.

In addition, any full-time Bargaining Unit member who elects not to receive health insurance through any District offered plan, including the plan of a family member or spouse, shall be entitled to an annualized sum of $2,000 upon the signing of a waiver of health insurance, such waiver will contain a provision for prorated reimbursement to the District if the Bargaining Unit member subsequently elects to take such insurance, and provides proof of an employer-sponsored health insurance plan through a spouse or significant other. Said payments will be divided over the number of payrolls for which an employee will be paid between September and June.

15.2. Dental Insurance

Full-time employees will have their dental premium paid 100% by the District. When a married couple are both employed by the District they are eligible to participate in one Dental plan. In no case shall the District pay for dual coverage Dental Insurance.

15.3. NH Retirement System

Pursuant to RSA 100A, as amended, employees who work a regular work week of 35 hours per week or more shall participate in the New Hampshire Retirement System. Employee contributions to the New Hampshire State Retirement System shall be on a pre-tax basis.

15.4. Tax Sheltered Annuity (403(b)) Plans

The Employer shall provide all employees with the opportunity to participate in a tax-sheltered annuity plan, also known as a 403(b) plan. Each employee may select any Plan Provider for their 403(b) contributions; however, contributions to the provider will be contingent on the Plan Provider participating with the Employer's Plan Administrator. Any employee electing to participate in a 403(b) plan must complete and submit a salary deduction form; available through the Plan Provider. Any fees associated with the employee's 403(b) plan are the responsibility of the employee.

15.5. Life Insurance

Life insurance shall be provided and paid for by the Employer for employees who work at least 30 hours per week. The life insurance plan shall provide an amount equal to each employee's annual gross wages, up to $100,000. In no event will the amount of the life insurance be less than $10,000. Upon separation from employment, each employee shall have the option of converting the group plan into an individual life insurance policy.

15.6. Long Term Disability Insurance

The District shall provide long-term disability insurance at the rate of two-thirds (2/3) base pay for the period commencing from six (6) months after the onset of the disability and continuing for the duration of the disability or to age sixty-five (65) years, whichever is sooner.

15.7. Short Term Disability Insurance

The District will make available short term disability insurance for purchase by employees who work 30 hours or more each week. The cost of this insurance depends on the plan selected by the employee.

15.8. License or Certification Fee:

If the District requires a license or certification the District will, upon approval of the Superintendent, pay the fee to obtain the license or certification.

ARTICLE XVI
Other Leave

16.1. Jury Duty:

An employee shall be given time off with pay and without loss of accrued leave when performing jury duty. A copy of the court papers for jury duty must be turned in to the District's Business/Human Resource Office within 48 hours of receipt. When not required to be present in court, employees must report to work, unless released from returning to work by the employee's supervisor.

16.2. Bereavement:

Employees may take bereavement leave for a death in their immediate family defined as their spouse, significant other, children, parents, siblings, grandparents, wards, and any other member of their family living in the employee's household. Employees are also eligible for leave for the same relative of the employee's spouse. Such leave may be for up to three days at full pay for each occurrence. Employees may take one paid day per fiscal year of funeral leave for the death of a non-immediate family member. Use of bereavement leave is restricted to the period of one week immediately following the death. The Superintendent may waive the time restriction in case of extenuating circumstances.

16.3. Personal Days:

Full-time employees will have three paid personal days. Personal days shall be available for use by full-time employees during each contract year. Personal days shall lapse if not used during the contract year. Personal days must be taken as time off. Personal days will not be paid as additional compensation. Personal days may not be used during the first or last five (5) days of school, while working out a resignation notice, or to extend holidays and/or school vacation periods, except at the discretion of the Superintendent. Unless personal days are used concurrent with FMLA leave, an employee must request prior approval from their supervisor. The supervisor will approve or deny the request and then submit the form to the Superintendent's office for final approval.

16.4. Other Unpaid Leaves:

Any other unpaid leave of absence may be granted at the sole discretion of the District. Such leave will be unpaid and participation in health and dental insurance programs will be at the employee's expense. Requests for personal leave will be considered on a case-by-case basis at the discretion of the Superintendent. An employee who wishes to request such leave of absence should notify the Superintendent in writing and state the length of the leave requested and a brief description of the reason for the request.

Employees are expected to return to work upon expiration of a granted leave or to have arranged an extension of the leave prior to its expiration. Failure on the part of an

employee to return to work on the expiration of a granted leave, without having arranged for an extension, shall be deemed a resignation. The District will make a reasonable effort to reinstate employees returning from an other unpaid leave of absence to their original or a comparable position; however, the District cannot guarantee reinstatement. Employees who cannot be reinstated remain eligible to apply for any available position. An employee shall not be paid for any holidays occurring during an other unpaid leave of absence. If during an other unpaid leave of absence an employee accepts other employment, his or her employment with the District shall be terminated. Employees do not accrue benefits, vacation or sick days during such leave.

16.5. Maternity Leave:

Employees are entitled to a leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions, which may occur both before and after the birth of the child. An employee taking such leave must provide a medical certification from a health care provider in the same manner she would for FMLA leave. When an employee's disability also qualifies as a serious health condition under FMLA, the two types of leave will run at the same time. When this happens, the leave will be counted against the employee's FMLA leave entitlement.

While on maternity leave, an employee who qualifies for disability benefits will be eligible to receive the same disability benefits as an employee on a medical leave of absence for any other health condition. Maternity leave will be unpaid in the event that the employee does not qualify for disability benefits and has no available paid leave days.

16.6. Military Leave:

An employee who must be absent from work due to service in any branch of the Armed Forces of the United States shall be given a leave of absence in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice from being given in advance. To the extent possible, employees should schedule military duty time at a time when their absence will be the least disruptive to the Employer. An employee may elect to use available vacation and personal days during an absence for military service.

16.7. Crime Victim Leave:

An employee may take time off from work to attend legal or investigative proceedings related to prosecution of a crime in which the employee, or their immediate family member as defined by New Hampshire law, is the victim, unless such leave would create undue hardship to the Employer. Leave to attend such proceedings is unpaid. However, if the employee has accrued, unused vacation or personal time they may use such time during any such leave. An employee who believes s/he will need time off to attend proceedings in accordance with this section should notify his/her principle in advance so that appropriate arrangements may be made; and before taking any time off under this

section, the employee must provide the Employer with a copy of the written notice s/he received of the scheduling of the legal or investigative proceeding.

16.8. Safety Personnel Leave:

When the Governor or the General Court declares a state of emergency under NH RSA 4:45, any employee who is a member of a fire department, rescue squad or emergency medical services agency who was called into service of the State or a political subdivision to respond to the emergency shall be entitled to leave without pay for such service, unless the Employer certifies that the employee is essential to the Employer's own emergency or disaster relief activities. An employee may use any available vacation or personal leave time during this leave.

16.9. An employee on a leave of absence who goes into business or engages in paid work elsewhere shall be deemed to have quit voluntarily and without recourse and shall forfeit his/her seniority and all other rights under this Agreement. Disputes under this section will be subject to the grievance and arbitration procedure.

ARTICLE XVII
Safety

17.1. The Employer shall furnish a place of employment, which is free from recognized hazards that are causing or likely to cause death or serious physical harm to employees. The Association shall cooperate with the Employer in the carrying out of all the Employer's safety measures and the practices for accident prevention. In furtherance of the safety goals of the parties, employees will perform work in conformance with the Employer's safety rules and shall report known safety hazards. Each supervisor shall take prompt and appropriate action to report and/or correct if possible any unsafe conditions or actions that are reported to or observed by the supervisor.

17.2. Employees shall perform their duties in a safe and efficient manner. The Association agrees that employees shall use health and safety equipment provided by the Employer.

17.3. No employee shall be required to work on, with, or about an unsafe piece of equipment. Except where there is an unsafe working condition that affects the immediate health and/or safety of an employee, an employee must follow the rule of completing work and grieve the safety condition later.

17.4. The Employer recognizes the need to train employees in the use of equipment normally used in the course of their duties. The Employer agrees to provide Health and Safety Training in areas identified by the Labor/Management Health and Safety Committee.

17.5 Joint Loss Safety Committee:

A member of each classification of the SRESPA shall be on the Joint Loss Safety Committee, as required by law.

17.7. Worker's Compensation:

Worker's Compensation, as distinguished from sick leave, shall mean absence from duty by an accident, injury, or occupational disease incurred while the employee was engaged in the performance of his/her official duties. The Employer will pay to an employee who is absent as the result of an employment related disability an amount which is provided for by New Hampshire statute.

An employee may utilize accumulated sick leave or vacation to cover the period of time between the occurrence of a job related injury or disease and the onset or availability of Worker's Compensation payments.

At any time after a job related disability, the employee may request that accumulated sick and vacation leave be used as special disability leave to either provide for continued receipt of pay or to supplement the Worker's Compensation payments noted above. In no case shall the combination of Worker's Compensation payments and sick/vacation leave used equal more than one hundred percent (100%) of the employee's regular rate of pay.

ARTICLE XVIII
Separability

18.1. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, provided, however, that all other provisions of this Agreement and application thereof will continue in full force and effect.

ARTICLE XIX
Term of Agreement

19.1. This Agreement shall remain in full force and effect for the time period from July 1, 2016 through June 30, 2019.

IN WITNESS WHEREFORE, the parties hereunto set their hands and seals this 3rd day of May, 2016.

SHAKER REGIONAL EDUCATION SUPPORT PROFESSIONAL ASSOCIATION	SHAKER REGIONAL SCHOOL BOARD
Cherri A. Drake	Bretta Chase-Wilder
Its President Duly Authorized	Negotiations Team for the School Board
Joanna M. Harper	Bretta Chase-Wilder
Negotiations Chairperson for the Association	Negotiations Team for the School Board

APPENDIX A

2016-2017					
Step	Secretary	Assistant	Special Assistants & Tutors	Custodian	Food Service
0	11.50	10.40	12.50	11.00	9.00
1	11.79	10.66	12.81	11.28	9.23
2	12.08	10.93	13.13	11.56	9.46
3	12.38	11.20	13.46	11.85	9.69
4	12.69	11.48	13.80	12.14	9.93
5	13.01	11.77	14.14	12.45	10.18
6	13.34	12.06	14.50	12.76	10.44
7	13.67	12.36	14.86	13.08	10.70
8	14.01	12.67	15.23	13.40	10.97
9	14.36	12.99	15.61	13.74	11.24
10	14.72	13.31	16.00	14.08	11.52
11	15.09	13.65	16.40	14.43	11.81
12	15.47	13.99	16.81	14.79	12.10
13	15.85	14.34	17.23	15.16	12.41
14	16.25	14.69	17.66	15.54	12.72
15	16.66	15.06	18.10	15.93	13.03

(1) 1-1 Assistants will be placed on the Assistant Track and will receive a $0.50 per hour rate differential.
(2) Grounds Personnel will be placed on the Custodian Track and will receive a $1.00 per hour rate differential.
(3) Kitchen Managers will be placed on the Food Service Track and will receive a $4.00 per hour rate differential.
(4) Behavior 1-1 Assistants will be placed on the Special Assistant & Tutor Track and will receive a $3.00 per hour rate differential.
(5) LNAs will be placed on the Special Assistant & Tutor Track and will receive a $3.00 per hour rate differential.
(6) Lead Custodians will be placed on the Custodian Track and will reeceive a $2.00 per hour rate differential. If there is more than one Lead Custodian per building the rate will be divided based on the percent split.
(7) Lead Grounds will be placed on the Custodian Track and will receive a $2.00 per hour rate differential in addition to the Grounds differential.

2017-2018					
Step	Secretary	Assistant	Special Assistants & Tutors	Custodian	Food Service
0	11.60	10.50	12.60	11.10	9.10
1	11.89	10.76	12.92	11.38	9.33
2	12.19	11.03	13.24	11.66	9.56
3	12.49	11.31	13.57	11.95	9.80
4	12.80	11.59	13.91	12.25	10.04
5	13.12	11.88	14.26	12.56	10.30
6	13.45	12.18	14.61	12.87	10.55
7	13.79	12.48	14.98	13.19	10.82
8	14.13	12.79	15.35	13.52	11.09
9	14.49	13.11	15.74	13.86	11.36
10	14.85	13.44	16.13	14.21	11.65
11	15.22	13.78	16.53	14.56	11.94
12	15.60	14.12	16.95	14.93	12.24
13	15.99	14.47	17.37	15.30	12.54
14	16.39	14.84	17.80	15.68	12.86
15	16.80	15.21	18.25	16.08	13.18

(1) 1-1 Assistants will be placed on the Assistant Track and will receive a $0.50 per hour rate differential.
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(5) LNAs will be placed on the Special Assistant & Tutor Track and will receive a $3.00 per hour rate differential.
(6) Lead Custodians will be placed on the Custodian Track and will receive a $2.00 per hour rate differential. If there is more than one Lead Custodian per building the rate will be divided based on the percent split.
(7) Lead Grounds will be placed on the Custodian Track and will receive a $2.00 per hour rate differential in addition to the Grounds differential.

2018-2019					
Step	Secretary	Assistant	Special Assistants & Tutors	Custodian	Food Service
0	11.70	10.60	12.70	11.20	9.20
1	11.99	10.87	13.02	11.48	9.43
2	12.29	11.14	13.34	11.77	9.67
3	12.60	11.42	13.68	12.06	9.91
4	12.91	11.70	14.02	12.36	10.16
5	13.24	11.99	14.37	12.67	10.41
6	13.57	12.29	14.73	12.99	10.67
7	13.91	12.60	15.10	13.31	10.94
8	14.26	12.92	15.47	13.65	11.21
9	14.61	13.24	15.86	13.99	11.49
10	14.98	13.57	16.26	14.34	11.78
11	15.35	13.91	16.66	14.70	12.07
12	15.74	14.26	17.08	15.06	12.37
13	16.13	14.61	17.51	15.44	12.68
14	16.53	14.98	17.94	15.83	13.00
15	16.95	15.35	18.39	16.22	13.32

(1) 1-1 Assistants will be placed on the Assistant Track and will receive a $0.50 per hour rate differential.
(2) Grounds Personnel will be placed on the Custodian Track and will receive a $1.00 per hour rate differential.
(3) Kitchen Managers will be placed on the Food Service Track and will receive a $4.00 per hour rate differential.
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