

COLLECTIVE BARGAINING AGREEMENT

**Tamworth School Board
and the
Tamworth Education Support Personnel Association**

Effective July 1, 2022 through June 30, 2025

Amended

TESPA AGREEMENT
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**Tamworth ESP Association
and
Tamworth School District**

ARTICLE I: RECOGNITION

The Tamworth School Board recognizes the Tamworth Educational Support Personnel Association for the purposes of collective bargaining as the exclusive representative of a unit consisting, of all full-time and part-time employees including: secretary, custodian, head custodian, cook, assistant cook, food service supervisor, and paraprofessional educators, with respect to terms and conditions of employment as defined by NH RSA 273-A.

ARTICLE II: RIGHTS & PRIVILEGES

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (1) to direct employees of the School District, (2) to hire, promote, demote, assign, and retain employees in positions with the School District, and (3) to suspend, discharge, or take other disciplinary action against employees in accordance with this Agreement.
- B. Provided there is no interference with any previously scheduled school activities, the Association may use school facilities and equipment. The Association shall arrange such use with the principal.
- C. The Association and its representatives shall have the right to post notices of activities and matters of Association concern in the staff room.
- D. The Board shall consider matter(s) brought before it for its consideration by the Association, under appropriate heading on the board's agenda. Written notification of said matter(s) shall be received by the Board or superintendent at least ten (10) days prior to the meeting.
- E. No employee shall be disciplined except for just cause.
- F. The President of the Association shall, upon request, be provided in writing a complete list of employees covered by this agreement. This list will include employee's name, position, current track/step, hourly rate, and date of hire. The President shall make this request in writing after October 1st and shall receive the information from the SAU Office within ten (10) working days. It is understood by both parties that the information provided will be accurate only through October 1st of the contract year.
- G. The District shall not examine the contents of an employee's personal electronic device except as required by law.
- H. The District will provide continuing paraprofessional employees their proposed contract for the succeeding school year no later than June 1. The District will provide each employee a draft notice of assignment for the succeeding year no later than the final student day of the year. The District will provide notice of a change in assignment with as much advance notice as possible.

ARTICLE III: NEGOTIATION PROCEDURE

The Association and the Board agree to enter into collective negotiations in accordance with New Hampshire RSA 273-A.

The parties shall meet at reasonable times and places to negotiate in a good-faith effort to reach agreement on matters, raised by either party, which are negotiable under RSA 273- A.

Each party agrees to make a good-faith effort to provide such non-confidential information in its possession as is reasonably requested and necessary for the intelligent development of proposals. The Board is required to release to the general public only such information as is required by law, and only in a form that is convenient for the Board.

Any agreement reached shall be reduced to writing and be signed by the Board and the Association.

If agreement is not reached, either party may call for impasse resolution, utilizing the procedure set forth hereunder.

- A. If an impasse is declared, a mediator, mutually agreeable to both parties, may be selected from a list provided by the Public Employee Labor Relations Board (P. E.L.R.B.) or provided by each party. If after ten (10) days from the receipt of the list the parties have been unable to reach agreement on the selection of a mediator, a mediator shall be appointed by P.E.L.R.B. If agreeable to both parties, this step may be by-passed.
- B. If either party so chooses, or if mediation does not result in agreement, a neutral party chosen by both parties may be selected from a list provided by P.E.L.R.B. for the purpose of fact-finding; and if, after ten (10) days from the receipt of this list, the parties have been unable to reach agreement on the selection, a neutral party shall be appointed by the P.E.L.R.B.
- C. The neutral party shall divide the issues into cost and non-cost items. On non-cost items, the neutral party shall make no findings. On cost items, the neutral party shall be limited to the issues still in dispute. When more than one cost item is submitted, the neutral party shall compute the total cost of each party's last offer, and then provide the recommendations best supported by comparability, equity, cost of living, the community's ability to pay, and such other meaningful criteria. All findings of fact and recommendations may be made public ten (10) days after receipt by each party. The parties shall meet within this time period to discuss the neutral party's recommendations and facts.
- D. If either negotiating team rejects the neutral party's recommendations on cost items, those recommendations shall be submitted to the full membership of the employees' organization and to the Board of the public employer, which shall vote to accept or reject so much of the recommendations as otherwise permitted by law.
- E. If either the full membership of the employee organization or the Board of the public employer rejects the neutral party's recommendations, those findings and recommendations shall be submitted to the legislative body of the School District, which shall vote to accept or reject so much of the recommendations as otherwise permitted by law.
- F. The costs for the services of the mediator and/or neutral party, including per diem expenses, if any, and actual and necessary expenses, shall be shared equally by both parties.
- G. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist it in negotiations.
- H. Time extensions for any of the procedures for impasse resolution can occur with mutual agreement by both parties.

ARTICLE IV: NON-DISCRIMINATION

This Agreement shall be applied to all employees without discrimination on account of race, color, religion, sex, age, marital status, national origin, sexual orientation, or physical disabilities. This, Article IV, is not grievable.

ARTICLE V: DEFINITION

- A. The term "direct economic benefits" shall mean benefits provided the employee such as group health insurance, authorized leaves of absence, and the number of working days provided in a contract.
- B. Unless otherwise indicated, the term "employee," when used in this agreement, shall mean any member of the bargaining unit who holds a full or part-time position:
 - 30 hours or more --full-time
 - Under 30 hours --part-time
- C. Probationary Employee -Newly hired personnel shall be probationary for the first ninety (90) workdays.
- D. Substitute -any person temporarily filling in for an employee
- E. Paraprofessional - is to mean aides and/or tutors and specialist assistants
- F. Seniority - length of service within the job classification, based on the first day of work for the District. Should more than one employee have the same starting date, the employee with the greater credited prior work experience within the job classification shall be considered to have greater seniority. Part-time service will be pro-rated. Before October 1 of each year, the administration shall prepare and post the seniority list. The list shall be updated as needed, but not less frequently than annually. A copy of the seniority list and updates shall be provided to the Association. Any employee disagreeing with her/his seniority placement shall respond, in writing, to the superintendent and the Association President within 30 work days after the effective date of the posting.
- G. Anniversary Date -to be based upon the employee's date of hire
- H. Life Partner -A person who cohabitates with another for a minimum of three (3) years, but whose relationship does not meet the "common law" definition.

ARTICLE VI: RECORDS

- A. Such records as the Board deems necessary for the proper administration of the school system shall be kept on each employee.
- B. All records shall be kept in one file at the School Administrative Unit No.13 office, with the exception of duplicate copies of employee's evaluation kept in the Principal's office.
- C. Upon written request, each employee shall have the right to review, at a time mutually convenient, the contents of his/her file in the School Administrative Unit No.13 central office, except any confidential letters of reference. There shall be no additional files or records kept about employee's performance except that the Principal may keep a log of conversations with the employee relative to the employee's performance. At the employee's request, a witness of his/her choice may accompany the employee in such review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files. The employee may make reasonable use of the copy machine in the business office for such contents and records as concerns his/her work or himself/herself.
- D. An employee shall have the right to respond in writing within seven (7) working days after notification of any complaints filed in his/her personnel file, and the answers shall be attached to the complaint and reviewed by the Superintendent of Schools or his/her designated representative.
- E. Examination of an employee's file shall be limited to persons authorized by the employee and superintendent.
- F. All documents, communications, and records dealing with the processing of a grievance shall be filed

separately from the personnel files of the employee.

ARTICLE VII: PAY DEDUCTIONS

Payroll deductions, in addition to those required by law, are possible under the following conditions:

- A. Under proper written authorization from the employee, the District agrees to deduct from the wages of the employee a sum certified as Association dues, which is to be deducted in equal amounts over the employee's contracted year, beginning in the pay period after the Association provides a roster of current members and concluding in the final pay period in May. Association dues shall be paid to the Treasurer of the Association on the same day that paychecks are issued, and from which the dues are deducted.

Upon proper written authorization from the employee, the purchase of tax-sheltered annuities is possible for all full-time and part-time employees. Each participant authorizes the School District to withhold and transmit monthly the premiums for the annuity from his/her salary. The number of annuities shall be limited to one that the majority of participants agree upon. Current annuities shall remain in force until such time as the employee requests to change the fund sponsor.

- B. Employees electing payroll deductions for a School Board approved credit union shall notify the business office on the form provided for the necessary payroll authorization. The business office shall transmit credit union deductions monthly to the authorized credit union.
- C. It is recognized that the negotiations for the administration of the Agreement entail expenses that appropriately should be shared by all employees who are beneficiaries of the AGREEMENT. Each Bargaining Unit Member, as a condition of his/her employment, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues and assessments required to be paid by members of the Association.

ARTICLE VIII: HEALTH BENEFITS

- A. Health Insurance: The Tamworth School Board agrees to pay a fraction of the price of a single, two-person, or family membership with the New Hampshire School Health Care Coalition or equivalent, subject to approval by both parties, a Consumer Driven Health Plan (CDHP) for each full time employee. During the length of this agreement, the school district will pay according to the table below. Any employee electing to take no insurance will receive \$2,000.00, if the employee proves that she/he is covered by another medical insurance plan. Payment is to be paid in equal installments, bi-weekly, as part of the employee's regular paycheck. Enrollment in the plan is available on the plan's anniversary date, 1 July each year or within 30 days of an employee's change of status.

Year	Individual & Two Person	Family Plan
FY23	96.7%	94.1%
FY24	96.2%	93.6%
FY25	95.7%	93.1%

- B. Dental Insurance: The Tamworth School Board shall provide single membership in a dental program for each full-time employee. Additional coverage of two-person or family membership may be purchased by the employee. The coverage will be Delta Dental, or equivalent, subject to approval of both parties.
- C. Long Term Disability Insurance: The Tamworth School Board shall provide Long Term Disability Insurance for each full-time employee. This coverage will commence on the ninety-first (91) day of the disability and continue until the employee returns to work or reaches the age of sixty-five (65). Payments will equal two-thirds (2/3) of the salary of the employee at the date of the disabling event.

ARTICLE IX: EMPLOYEE COMPENSATION

- A. The basic wages of employees are covered in this agreement and are set forth in Appendix 1.
- B. There shall be no deviation from said compensation rates during the life of this Agreement. In accordance with current practices and procedures, and so long as such practices and procedures comply with IRS and State of New Hampshire Department of Labor requirements, employees shall be paid as follows:
- Compensation for employees selecting either twenty-two (22) or twenty-six (26) pay periods will be begin on the first scheduled pay period during the month of September provided they have worked during that pay period.
 - Practices and procedures are subject to change as necessary in order for the District to maintain compliance with IRS and/or State of New Hampshire Department of Labor rulings and/or regulations Any such changes shall be mutually- agreed by the Association and the District.
- C. Employees who work at least 90 days during the previous contract year and receive a satisfactory evaluation or no evaluation shall proceed annually to the next step in the assigned salary schedule until reaching the top step. Un-paid leave shall not be counted toward step advancement.
- D. Employees shall receive credit for educational experience. All wages listed are based on a high school diploma. Credit shall be given provided that it relates to the job assignment.
- Technical School Certificate: add 1 step
 - 1-2 years of college: add 2 steps
 - 3-4 years of college: add 3 steps
- E. An experienced employee entering the Tamworth School District who has the same or similar experience to the position for which they are being hired may be granted standing at a higher step than step one at the discretion of the superintendent. No newly-hired employee will be paid a higher pay rate than a current employee with similar experience.
- F. Employees shall be paid bi-weekly and may choose to be paid in 22 or 26 payments. Employees choosing to be paid in 22 or 26 payments shall receive any remaining balance in their last paycheck for that year.
- G. During the school year scheduled hours shall not be modified or reduced as a means to avoid payment of overtime or to reduce benefits.
- H. Hourly Employees shall be paid for a full day when the school day opening is delayed or the school day dismissal is early.
- I. All employees shall submit an accurate time sheet to the Principal or designee for pay.
- J. The Principal or supervisor has the right to request an hourly employee to work additional hours on an "as needed" basis for the operation of the system. Hourly employees requested to work additional hours shall be compensated at their regular hourly rate or overtime rate of one and one half (1-1/2) time the regular hourly rate after 40 hours a week or on a holiday.
- K. The board has the right to require an hourly employee to work additional hours when necessary, such as in an emergency. The board will ensure that when an hourly employee does not want to assume

additional hours, the administration will seek capable volunteer(s) for the additional time before requiring extra hours on the part of an employee. The district will provide at least 24 hours advance notice of additional work hours whenever possible.

- L. Except in the case of an emergency, an employee may not replace a teacher as the person charged with the responsibility for a classroom of students. In case of emergency, the hourly employee shall be paid \$4/hour above their regular hourly rate or the highest substitute rate of pay, whichever is more.
- M. Whenever an hourly employee is called in for an emergency situation, he/she shall be paid for a minimum of two (2) hours. The principal shall make the final determination for emergency situation.
- N. Each employee shall work according to the individual job description which is on file with the principal.
- O. The District will pay fingerprinting fees that are required for employment.
- P. The Director of Student Services may determine that a student who has extensive needs as set forth in the Student's IEP, requires the services of a Paraprofessional B (as defined in the List of Skills and Tasks of Paraprofessionals). When such an assignment is made, the Paraprofessional will be paid his/her normal hourly rate plus \$3.00 per hour.

ARTICLE X: TIME REQUIREMENTS

- A. Employees' starting and ending times are set up as deemed necessary by the building principal or supervisor according to the individual school and program.
- B. The Association may appoint a member to the District's Joint Loss Management committee.
- C. Paraprofessionals shall have 75 minutes per week of paid periods to be used before or after school to complete work assigned by the administration including but not limited to: meeting with the principal or another administrator, meeting with a case manager(s), completing Medicaid data entry, computer work required by the District, or other duties assigned by the administration. Paraprofessional Employees shall be paid their hourly rate to attend staff meetings when invited by the Principal.
- D. The work year for paraprofessional employees shall be the student year, (but not less than 175 days) plus three Teacher Workshop days. At least one of the additional days shall coincide with a Teacher Workshop day that is scheduled before the beginning of the school year.
- E. The District shall grant employees a 30-minute paid lunch daily. An employee may leave school grounds during their lunch period.

ARTICLE XI: RESIGNATION

Any employee wishing to resign shall give 30 calendar days written notice, whenever possible, to the chairperson of the School Board. The superintendent is authorized to accept resignations on behalf of the school board chairperson and to waive the 30-day notice.

ARTICLE XII: TRAVEL EXPENSES

The Board agrees to pay expenses incurred for educational conferences or trips involving school business. Mileage reimbursement shall be made at the Internal Revenue Services rate per mile. Such travel must be

approved by the principal or his/her authorized representative.

ARTICLE XIII: PROFESSIONAL DEVELOPMENT LEAVE

- A. Employees shall be granted paid days to attend workshops pertaining to their job. The workshops must be submitted to the Principal at least two weeks prior to the workshop and approved by the Principal. The Principal will notify the employee of approval within 7 work days of receipt. If the employee does not receive notification within the prescribed time the workshop request will automatically be considered approved.
- B. Employees shall be granted a workshop allowance not to exceed \$300, and up to three paid days to attend workshops each year. The workshop allowance limitation includes all costs and fees, such as meals, lodging, conference/workshop fees and parking. The allowance is only for workshops attended. It cannot be paid as a cash benefit to an employee who does not use their allocation during a school year. Mileage shall be reimbursed separately from this allowance at the current IRS rate. Employees shall be reimbursed upon submission of receipts.
- C. If an employee is required to attend a workshop or school-scheduled workshop day, he/she shall be paid for the day. If an employee is required to attend a professional development activity, the allowance limitation in paragraph A of this section does not apply. Rather, the full cost of participation will be paid by the school district, with a limit of \$60 per day for food and \$100 per night for lodging upon submission of receipts.
- D. Tuition Reimbursement

The district shall reimburse an amount not to exceed the current credit hour cost of the University of New Hampshire, and in no instance more than the actual cost involved, up to the maximum of four (4) credit hours in any one school year for any approved course which is taken by an employee.

Approved courses shall be interpreted to mean that the superintendent of schools has determined that the course has a meaningful application to the position held by the employee. If a surplus of funds is remaining at the end of December, applications for additional course work, to be completed by June 1st, beyond the allowed 4 or 8 credit hours will be accepted on a "first-come, first-serve" basis.

To qualify for reimbursement, an employee must take each course for a grade unless it is only offered on a pass/fail basis.

Employees will be paid for approved courses:

A. Summer and fall courses costs will be paid upon the superintendent's approval with the understanding that if evidence of a passing grade, that is B or better if taken for a grade, is not received by the school board within three (3) months of the completion date, then the course fees will be deducted from the employee's next pay four or more paychecks.

B. Winter and spring course work will be paid upon course completion with the understanding that if evidence of a passing grade, that is B or better, is not received by the school board, then the course fees will not be reimbursed.

The total reimbursement to all employees under this article shall not exceed \$9,000 for each year of this contract.

ARTICLE XIV: PERSONAL LEAVES AND ABSENCES

- A. Sick leave.

- 1) Employees begin the school year with a credit of ten (10) days sick leave, The Board agrees to permit the carryover of sick leave up to a maximum of one hundred (100) working days, which includes the allowable sick leave for the current year.

In the case of a work related injury the board will agree to allow an employee to use a proportion of accumulated sick days to make up the difference between the salary and benefits received under Workers' Compensation and the employee's full wage.

All employees hired after July shall have their sick leave pro-rated.

Sick leave will be prorated for employees working part time. For example, an employee who works 25 hours per week will receive 83% of a full-time sick leave allotment, or 83% of ten days x 6 hours/day = 50 hours sick leave, or, equivalently, ten 5-hour days of sick leave.

- 2) Employees who leave the district after completing at least five years of employment with the district shall be reimbursed for unused sick days at a rate of \$30 per day.
- B. The Board shall grant, to full time employees, up to three (3) paid personal leave days in any one year. These days are not cumulative from year to year. Personal leave under this paragraph may only be used for personal or business matters that cannot be accomplished with reasonable planning at another time and should be submitted using the appropriate leave form. Personal days may not be taken the day before or the day after a federal, state, or other school holiday period except with permission from the principal. The principal is authorized to approve such leave either in advance of or after the leave date. Employees will not be asked the reason for their leave, but will be required to certify that the reason is consistent with these provisions. The District shall reimburse employees who do not use personal leave days at the rate of \$30 for each unused personal day. Payment for the unused personal days shall be included in the employee's final paycheck of the school year.
- C. In the event of a death of a spouse, common-law spouse, life-partner, or (step)child, an employee shall be granted a leave of absence of five (5) school days. In the event of the death of a father, mother, brother, sister, grandparent, mother- or father-in-law, sister- or brother-in-law, an employee shall be granted a maximum of four (4) school days. In the event of a serious illness of an immediate family member including spouse, common-law spouse, life partner, or (step) child, an employee may be granted a leave of absence to a maximum of four (4) days if, in the opinion of the principal and superintendent, such a relationship exists. The days of absence will be with pay, but not accumulative.

- D. Twelve-month employees shall receive vacation leave on their anniversary date as follows:

During year 1, after the probationary period – 5 days
During years:
2 through 4 -10 days
5 through 9 -15 days
After 10 years -20 days

- E. Paid Holidays: Full-time employees shall be paid for the following holidays

Labor Day	New Year's Day
Veterans Day	Civil Rights Day
Thanksgiving day	President's Day
Day after Thanksgiving	Memorial Day
Christmas Day	Floating Holiday

Twelve-month employees shall also be paid for the Fourth of July.

- F. Child care leave to care for a newborn or newly adopted child up to one (1) school year shall be granted by the Board if requested by the employee. Such leave may be terminated by the Board prior to its expiration upon written request of the employee, and in the event of maternity, written approval of the physician. At expiration of the leave granted by the Board, the employee must return to duty or lose all right, title and interest in and to the position. In the absence of return or resignation, the employee shall be terminated. Upon returning to service, the employee shall be assigned to the same or similar position as previously held. Upon return from leave, placement on the salary schedule shall be the same as when the employee took leave. Any contribution toward health and/or dental insurance which the District pays, would be continued during the leave of absence.
- G. The Board agrees to establish and allow TESPAs to manage an Illness Leave Bank to cover employees only in the event of a long-term illness. The Illness Leave Bank shall be administered by a committee composed of three (3) members of the Association appointed by the President of the Association. This committee shall hereinafter be called the Illness Leave Bank Administrative Committee. The Administration Committee will not discriminate in administration of the sick bank. The union holds itself responsible for non-discriminatory management of the Illness Leave Bank consistent with board policy and holds the administration and board harmless from discriminatory actions of its own Illness Bank Administrative Committee.
1. Each employee wishing to be covered by the Illness Leave Bank shall agree to donate one (1) day to the bank between July 1 and September 30 of the sick days that he/she is allowed to accrue. Membership in the Illness Leave Bank is gained by the donation of this day, which shall be deposited in the Illness Leave Bank on the first contracted workday. The donated day shall be deducted from the employee's personal accrued illness leave. If the Illness Leave Bank balance is at its maximum on July 1, then employees who donated a day to the bank in the previous year shall remain covered by the Illness Leave Bank for the coming year without donating an extra sick day.
 2. Membership in the Illness Leave Bank plan may begin as soon as a bargaining unit member has sick leave days to contribute. Each succeeding school year shall be a new enrollment period. The Illness Leave Bank shall carry over up to 150 days from year to year.
 3. A member in the Illness Leave Bank plan shall be eligible to request a short-term or extended benefits from the Illness Leave Bank after an incapacitating illness or disability, provided he/she has exhausted all of his/her accrued personal illness leave.
 4. Requests for Illness Leave Bank benefits must be made in writing to the Administrative Committee, with a copy to the superintendent. Such requests shall be considered on a first come, first serve basis. Approval of any and all requests are restricted to no more than the total number of days accrued by member donations to the Illness Leave Bank.
 5. Employees enrolled in the sick bank program may help replenish the supply of days in the bank by donating, in writing, from one (1) to five (5) additional days, so long as it is done between July 1 and September 30, or between February 1 and February 28 of any school year.
 6. In the event that the Illness Leave Bank is dissolved at any time the accumulated days will be distributed to the current depositors in a manner to be decided by the Administrative Committee. Such distribution must be consistent with all board policies, including anti-discrimination policies. TESPAs and its members hold the board and administration harmless for discriminatory actions of its Leave Bank Administrative Committee.
- H. If it is necessary for an employee of the School District to serve as juror, the employee shall be reimbursed the difference between his/her regular pay and jury pay. If the employee must appear as a witness in a court of law, the employee may be awarded time off at the sole discretion of the Superintendent.

- I. Leave of absence without pay or benefits, for a period of up to one (1) year, may be granted at the discretion of the Board to employees who have been employed by the District for three (3) years or more. The superintendent may approve unpaid absences of up to 10 days per employee per year. On return from leave of absence, an employee may be assigned to the same or similar position as previously held. Upon returning from leave, placement on the salary schedule shall be at least the same as when the employee took leave.

ARTICLE XV: EVALUATIONS

- A. All observations and evaluations shall be made by the Principal or the employee's supervisor and shall be conducted openly with the full knowledge of the employee. The employee shall be given a copy of any evaluation report and shall have the right to discuss such reports with the Principal and to append any remarks to the report. All such remarks shall be included with the report when placed in the employee's file.
- B. Material derogatory to an employee's conduct, service, character, or personality shall not be placed in the employee's file until a copy of the material has been presented to the employee in the presence of his/her Supervisor and one other, either Assistant Principal, Principal, or Superintendent. The employee shall have the right to submit a written answer to the Superintendent who will review and attach the same to the file copy.
- C. The Head Custodian and the Food Service Supervisor may be requested to submit draft information for evaluation purposes of the Custodian and Cook/Assistant Cook respectively. Said information shall be in regard to work performance only and shall be forwarded to the Principal who shall review, amend if necessary and sign and be solely responsible for the contents of the employees' evaluations. The Board agrees not to call either the Head Custodian and/or Food Service Supervisor to testify in any proceeding concerning the information given to the Principal and used for evaluations. The Principal shall meet with the individual employee for the purpose of reviewing individual employee evaluations.

Employees who submit draft information for evaluation by the Principal shall not be considered supervisors or administrators and shall remain members of the bargaining unit.

- D. An employee's signature acknowledging receipt of any material shall in no way be construed to constitute agreement with such material.

ARTICLE XVI: GRIEVANCE PROCEDURE

- A. Definition -A grievance means an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- B. A grievance to be considered under this procedure must be initiated in writing by the employee or the Association within twenty (20) working days of when the employee knew or should have known the facts giving rise to the complaint. The following matters are excluded from the grievance procedure:
 - 1) A complaint of a probationary employee, which is caused by his/her not being employed.
 - 2) Any matter for which a specific method of review is prescribed by law, or by any rule or regulation of the State Board of Education.
 - 3) Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.

Failure to communicate the decision on grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and shall be considered acceptance of the decision rendered.

No reprisals of any kind will be taken by the Board or employees against any party in interest or other participant in the grievance procedure. Any party in interest may be represented by counsel or by a representative selected by the Association.

Procedure

Step 1 -Any employee covered by this Agreement who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) school days. An individual employee may present an oral grievance to his/her employer without the intervention of the exclusive representative. Until the grievance is reduced to writing, the exclusive representative shall be excluded from the hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of an existing agreement between the parties.

Step 2 -If the employee is not satisfied with the decision, he/she may appeal the decision to the Principal within five (5) school days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- a. The nature of the grievance; i.e., the specific provisions of the contract which have been violated or misinterpreted or misapplied.
- b. The injury and loss which is claimed; i.e., the specific loss to the employee in pay or professional integrity.
- c. The remedies sought

The Principal shall investigate the matter, and communicate the decision in writing to the grievant within five (5) school days from receipt of the written grievance.

Step 3- If the employee is not satisfied with the decision, he/she may appeal his/her grievance to the superintendent in writing within five (5) school days after the receipt of the Principal's decision. The superintendent shall meet with the employee and shall investigate the grievance and render his/her decision in writing within ten (10) school days after the receipt of the appeal to his/her level.

Step 4- If the decision of the superintendent does not resolve the grievance and if the employee decides to appeal that decision, the matter shall be submitted to the School Board within five (5) school days after notification of the superintendent's decision. The School Board shall have thirty (30) calendar days to resolve the issue.

Step 5- If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and he/she wishes review by a third party, he/she shall notify the Association within fourteen (14) calendar days of receipt of the Board's decision. If the Association so chooses, it may then refer the matter to arbitration. The parties shall apply to the American Arbitration Association (AAA), and select an arbitrator to hear the case under the rules and procedures of the AAA service. The scope of the arbitrator's authority shall be limited to interpretation and application of the terms of the agreement and is prohibited from adding, subtracting, or amending any terms contained therein. The arbitrator's decision shall be final and binding. The findings of the arbitrator are subject to judicial review when there is an accusation that the arbitrator has exceeded his or her authority. The parties agree to share equally in all expenses associated with arbitration.

ARTICLE XVII: VACANCIES

- A. The superintendent shall determine when a bargaining unit vacancy exists, and notice of such vacancies shall be posted in a reasonable and timely manner. If such vacancy occurs within the normal school year, notice of the vacancy shall be posted on the school website and email notification to all employees on the school's account.

- B. All bargaining unit vacancies, promotions and new jobs must be posted for five (5) working days on the school website, so that all employees shall have an opportunity to apply for these jobs.
- C. Job posting shall include job specification, range of pay, hours required, job location, and if the position is permanent or temporary.
- D. Employees desiring to be considered for the vacant position shall make application on the prescribed form for such position within five (5) days of the posting of the vacancy.
- E. During the summer months when schools are not in session, the unit vacancies shall be posted on the school's website, and the district will send email notification to the Association president at her/his school and home e-mail accounts.
- F. Currently employed persons shall have preference in filling vacancies if they are qualified to fill such a vacancy. The position shall be filled by the most qualified person

ARTICLE XVIII: REDUCTION IN FORCE

- A. Notification of intended layoff shall be given as far in advance as possible.
- B. A member shall have the right to an explanation for the reasons of the lay off by the Superintendent or his designee. The personnel file of the employee laid off for economic reasons (including decrease in enrollment) shall indicate that such was the reason for the layoff.
- C. Seniority shall be used as the determining factor in layoff/recall.
- D. Recall rights are extended to past employees for a one (1) year period from the date of the layoff.

ARTICLE XX: RETIREMENT

- A. All employees meeting the eligibility requirements of NH RSA 100-A shall be covered under the New Hampshire Retirement System.
- B. All hourly employees that are not eligible to participate in the New Hampshire Retirement System may participate in a tax shelter annuity/403(b) plan established by the school district and managed by a third party. The employee may contribute to the plan. The district will provide a 100% dollar match up to 4% of the employee's salary.
- C. Employees will be allowed to buy health insurance at the group rate available to other school employees.

ARTICLE XXI: MISCELLANEOUS

- A. If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
- B. In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provision of this Agreement shall continue in effect.

ARTICLE XXII: DURATION OF AGREEMENT

- A. This Agreement with all Appendices is in effect from July 1, 2022 until June 30, 2025. Payments scheduled to be paid to employees before this agreement is signed shall be paid as soon as practical after signing.
- B. The board agrees to provide the PELRB with a copy of this agreement within fourteen (14) days of its execution in accordance with PUB 207.03(b).

Tamworth Educational Support Personnel Association

By /s/ Nichole Kellyfield
President, TESP

4/13/22
Date

Sus Wren
Witness

4/13/22
Date

Tamworth School Board

By /s/ [Signature]
President, Tamworth School Board

4/11/22
Date

[Signature]
Witness

4/11/22
Date

Appendix A

<u>Step</u>	<u>Para Professional</u>	<u>Head Custodian</u>	<u>Custodian</u>	<u>Secretary</u>	<u>Cook</u>	<u>Assistant Cook</u>
<u>FY23</u>						
3	18.00	19.41	17.68	16.64	16.89	16.71
4	18.31	19.72	17.99	16.97	17.20	17.04
5	18.64	20.04	18.30	17.34	17.52	17.35
6	18.94	20.36	18.62	17.66	17.84	17.67
7	19.26	20.67	18.94	17.97	18.15	17.98
8	19.57	20.99	19.25	18.28	18.47	
9	19.89	21.30	19.57	18.60	18.77	
10	20.21	21.51	19.89	18.92		
11	20.82	21.82	20.20	19.23		
<u>FY24</u>						
4	19.11	20.52	18.79	17.77	18.00	17.84
5	19.44	20.84	19.10	18.14	18.32	18.15
6	19.74	21.16	19.42	18.46	18.64	18.47
7	20.06	21.47	19.74	18.77	18.95	18.78
8	20.37	21.79	20.05	19.08	19.27	
9	20.69	22.10	20.37	19.40	19.57	
10	21.01	22.31	20.69	19.72		
11	21.62	22.62	21.00	20.03		
<u>FY25</u>						
5	20.24	21.64	19.90	18.94	19.12	18.95
6	20.54	21.96	20.22	19.26	19.44	19.27
7	20.86	22.27	20.54	19.57	19.75	19.58
8	21.17	22.59	20.85	19.88	20.07	
9	21.49	22.90	21.17	20.20	20.37	
10	21.81	23.11	21.49	20.52		
11	22.42	23.42	21.80	20.83		

In each year of the Agreement, the Food Service Supervisor's effective hourly rate will increase to \$22.00, \$22.80, \$23.60 with 1600 paid hours.

Employees shall be placed on the wage schedule according to prior work experience. For instance, an employee with more than 10 years experience is placed on step 11; an employee with 5 years experience is placed on step 6; an employee with no experience is placed on the lowest-numbered step, etc.

