

# Timberlane Support Staff Union **2015-17** Contract

Collective Bargaining Agreement between  
the Timberlane Support Staff Union, AFT  
Local # 6530, AFT-NH, AFL-CIO and the  
Timberlane Regional School Board

**Two Year  
Agreement**

APPROVED BY THE TIMBERLANE VOTERS ON MARCH 10, 2015

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## **PREAMBLE**

The Timberlane Regional School Board and the Timberlane Support Staff Union hereby enter into the following Agreement.

### **ARTICLE 1 – RECOGNITION**

- 1.1 The Timberlane Regional School Board recognizes the Timberlane Support Staff Union, AFT Local #6530, AFT-NH, AFL-CIO for purposes of collective negotiations to be the exclusive representative of full and part-time paraeducators employed by the Timberlane Regional School District, as certified in New Hampshire Public Employee Labor Relations Board Decision No. 2013-173. Paraeducators in the following job classifications are included in the bargaining unit: educational assistant, ISAAC, library assistant, licensed nursing assistant, sped assistant, tutor, tutor 1:1, tutor 1:1 (asst. teacher), tutor – ASD and tutor – EH. The following job classifications are excluded from the bargaining unit: certified occupational therapy assistant, speech-language assistant, Title I tutor, and transition facilitator.
- 1.2 Definitions: The following list of terms will be used frequently in this agreement and when they are used they will refer to the definitions described below unless otherwise stipulated:
- 1.2.1 The term “school” means any work location.
  - 1.2.2 The term “employee” means a person included in the bargaining unit.
  - 1.2.3 The term “Board” means the Timberlane Regional School Board or any of its agents.
  - 1.2.4 The term “Union” means the Timberlane Support Staff Union, AFT Local #6530, AFT-NH, AFL-CIO.
  - 1.2.5 Benefit categories:
    - a. Benefit category “B-1” means employees who have completed a 90-day probation period, are employed at least 180 days per year and at least 6 hours per day, and were hired before July 1, 1996; or have completed a 90-day probation period, are employed at least 180 days per year and at least 4.5 hours per day, and were hired after May 1, 1976 and before July 1, 1996.
    - b. Benefit category “B-2” means employees who have completed a 90-day probation period, are employed at least 180 days per year and at least 6 hours per day, and were hired after June 30, 1996.
    - c. Benefit category “B-3” means employees who have completed a 90-day probation period, are employed at least 180 days per year and more than 4 but less than 6 hours per day, and were hired after June 30, 1996.
    - d. Benefit category “C-1” means employees who are not in benefit categories B-1, B-2 or B-3. Employees in category C-1 receive no benefits.
  - 1.2.6 The term “Parties” means the Timberlane Regional School Board and the Timberlane Support Staff Union, AFT Local # 6530, AFT-NH, AFL-CIO.
  - 1.2.7 “Para I” means a paraeducator who is certified by the NHDOE as a Para I.

“Para II” means a paraeducator who is certified by the NHDOE as a Para II.

- 1.2.8 A “full-time” employee is defined as an employee who has a normal work schedule of at least thirty (30) hours per week.
- 1.2.9 A “part-time employee” is defined as an employee who has a normal work schedule of less than thirty (30) hours per week.
- 1.2.10 “Full-time equivalent” service means the amount of service compared to a work schedule of at least thirty (30) hours per week. For example, an employee who works 15 hours per week for 3 years and 30 or more hours per week for 2 years has 3.5 full-time equivalent years of service.
- 1.3 Probationary Period: All newly hired employees must complete a 90 calendar day probationary period. Employees who have completed probation and are rehired by the School District within 90 calendar days after separation after a reduction in force or loss of position will not be subject to a probationary period, and prior accumulated benefits will be reinstated. Probationary employees are not members of this bargaining unit, and the School District is not obligated to apply the terms of this Agreement to probationary employees. Probationary employees may sign dues deduction authorization forms and will be paid in accordance with the wage schedule.

## **ARTICLE 2 – NEGOTIATION PROCEDURES**

- 2.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.
- 2.2 The Union will notify the School Board of its intent to negotiate no later than September 15<sup>th</sup> of the year before the expiration of this Agreement.
- 2.3 Any agreement reached shall be reduced in writing and be signed by the Board and the Union after ratification by the voters. A copy of the Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board by the Union.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1 The School Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign, non-renew and retain employees in positions within the School District; (d) to suspend, demote, discharge, or take any other disciplinary action against the employees in accordance with Article 6; (e) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (f) to maintain the efficiency of government operations; (g) to relieve employees from duties because of lack of work or for other reasons; (h) to determine the methods, means and personnel by which operations are to be conducted; (i) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit

employees; and (j) to take actions as may be necessary to carry out the mission of the District in emergencies.

- 3.2 The School Board may, at its discretion, adopt either a days-based school year or an hours-based school year. The Board shall determine the number of student hours and days per year.

#### **ARTICLE 4 – UNION RIGHTS**

- 4.1 The Union will have the right to use school buildings, without cost, immediately before and after school for meetings, provided that there is no disruption in school activities. A request for the use of the building will be made to the principal in advance.
- 4.2 The Union may use school equipment (e.g., computers and copy machines) for Union activities, provided advance notice is given to the building principal and such equipment is not otherwise in use. However, the Union will reimburse the District for the cost of expendable material.
- 4.3 Designated representatives of the Union shall be allowed to utilize District telephones, mailboxes and e-mail, provided that there is no disruption of school activities. All materials placed in mailboxes or an e-mail by Union representatives shall bear the name of the Union. The Union acknowledges that the District may review e-mail communications, and that any communications through the District e-mail system accordingly are not private or confidential.
- 4.4 All employees shall have the right to full freedom of association and self organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Union or participation in any of its activities or exercise of individual rights under RSA 273-A.
- 4.5 The Board agrees to provide space on existing bulletin boards in convenient places in each work area, to be used by the Union. The Union agrees to maintain such bulletin boards in a neat and orderly condition.
- 4.6 The Union shall be credited with a sum total of four (4) days of paid leave per year to be used by employees who are officers, representatives or designees of the Union as determined by the Union President for the purpose of attending seminars, workshops, conventions and other union related business. Days must be utilized in full day increments. The Principal/Administrator will be notified by the Union President at least two (2) weeks prior to the commencement of such leave.

#### **ARTICLE 5 – GRIEVANCE PROCEDURE**

- 5.1 A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of school board authority or

is limited to unilateral action by the school board alone; (5) a complaint concerning evaluation of an employee's performance; (6) any matter listed in Article 3; (7) expiration of a letter of agreement, severance with 21 calendar days notice and expiration of an assignment; and (8) any matter which this Agreement states shall not be subject to the grievance process.

5.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within thirty (30) days of its occurrence.

5.2.1 Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.

5.2.2 During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

5.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her building principal.

5.4 Formal Procedure:

5.4.1 Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the principal. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The principal may communicate his/her decision to the employee in writing within five (5) days of receipt of the written grievance.

5.4.2 Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the Superintendent within ten (10) days after receipt of the principal's decision or, if none, no later than ten (10) days after the deadline for the principal's written decision. The appeal to the Superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The Superintendent may communicate his/her decision in writing to the employee within twenty (20) days after receipt of the appeal to the Superintendent.

5.4.3 Step 3: If the grievant(s) is not satisfied with the decision rendered at Step 2, he/she may appeal the grievance to the School Board within ten (10) days. Upon receiving the appeal, the Board shall hold a meeting with the grievant within twenty (20) days. The Board may render a written decision within ten (10) days of the hearing.

5.4.4 Step 4 (Binding Arbitration): If the grievance is not resolved to the employee's satisfaction at Step 3, the employee shall notify the Union within five (5) days of receipt of the School Board's decision or, if none, within five (5) days after the deadline for the School Board's written decision. If the Union determines that the matter should be submitted to binding arbitration, it shall so advise the

Superintendent and School Board in writing within ten (10) days of receipt of the grievant's request.

- 5.5 The following procedure shall be used to secure the services of an arbitrator.
  - 5.5.1 The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) days following receipt of the request for binding arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Union and the Board rosters of persons qualified to function as arbitrator.
  - 5.5.2 The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. The arbitrator shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.
  - 5.5.3 The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Union.
- 5.6 The arbitrator's decision shall be final and binding. The arbitrator shall issue his/her decision to the District and the Union within 30 days after the close of the arbitrator's hearing.
- 5.7 For purposes of Article 5, "days" shall mean school days unless otherwise specified, except that during summer school vacation days shall mean Mondays through Fridays excluding holidays.
- 5.8 The time periods specified in this procedure may be extended by mutual written agreement of the parties.
- 5.9 A Union representative may be present with the grievant at all formal steps of the grievance process.

## **ARTICLE 6 – DISCIPLINARY PROCEDURES AND EMPLOYEE RIGHTS**

- 6.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.
- 6.2 Expiration of a letter of agreement, severance with 21 calendar days notice per Section 7.1, expiration of an assignment and reduction-in-force shall not constitute discipline.
- 6.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.
- 6.4 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.
- 6.5 Complaints about an employee that are found not to be substantiated shall not be placed in the employee's personnel file.

- 6.6 An Administrator may meet with an employee at any time to investigate an incident. The Administration shall inform an employee that he/she may have a Union representative present at any investigatory interview or any meeting where discipline may result. When a request for representation by an employee is made and a representative is reasonably available, no further action shall be taken with respect to the employee until such representative of the Union is present.

#### **ARTICLE 7 – LETTER OF AGREEMENT**

- 7.1 The District shall provide by June 15<sup>th</sup> or the last day of each school year, whichever is first, for continuing employees only, a letter of agreement to reemploy, including the expected position, expected rate of pay, expected hours per day, and expected days per year. Such letter of agreement will specify that the School District may end the employment of the individual holding that position by providing 21 calendar days written notice. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.
- 7.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by June 30. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.
- 7.3 After an employee returns a letter of agreement by June 30, should a change in the expected terms of employment be contemplated by the District, the employee shall be consulted prior to any change being made.
- 7.4 Each employee shall be provided with a copy of his/her job description. Upon revision of a job description, the employee shall be provided with an updated copy.
- 7.5 Notwithstanding any other provision in this Agreement, an employee may be assigned and re-assigned to any position at any time at the discretion of the Superintendent or his/her designee, provided the Superintendent or his/her designee determines that the assignment or re-assignment is in the best interests of the School District. This includes, but is not limited to, assignment and reassignment between buildings, grades, job classifications, students, and regular or special education.

#### **ARTICLE 8 – WORK DAY AND WORK YEAR**

- 8.1 Work Year: The normal work year for each employee shall be as set forth in his/her letter of agreement, but will be subject to changes in accordance with Article 7. The normal work year will include two non-student days, at least one of which will be scheduled before the student year.
- 8.2 Work Day: The normal work day for each employee shall be as set forth in his/her letter of agreement, but will be subject to changes in accordance with Article 7.
- 8.2.1 Cancelled School Days: No employee shall suffer a loss in pay for a cancelled school day that the School Board does not require the employee to make up.



- 8.2.2 Field Trips and Work Beyond the School Day: In the event an employee is required to participate in a field trip or any other activity which extends beyond the regular work day, it is understood that the employee shall be paid at their normal rate of pay for all hours worked.
- 8.2.3 Meetings, Workshops and Committees:
- 8.2.3.1 If an employee and the Superintendent or the Superintendent's designee agree that the employee will serve on a committee and attend before or after-school meetings, the employee shall be compensated for attending those meetings at his/her regular rate of pay.
- 8.2.3.2 The administration will provide training and professional development for paraeducators on early release days when it is practicable to do so.
- 8.3 Lunch: Employees working at least five (5) hours per day shall be granted a thirty (30) minute uninterrupted and duty-free unpaid lunch. If there is mutual agreement between the principal or his/her designee and an employee for the employee to work during their lunch time, then the employee shall receive his/her normal rate of pay. Working through the lunch period does not entitle an employee to leave early.

## **ARTICLE 9 – EVALUATION PROCEDURES**

- 9.1 Supervision of employees is the responsibility of each principal.
- 9.2 Each principal or his/her designee is responsible for evaluating the employees who work in that principal's building. The principal shall make a written evaluation report to the Superintendent at least annually concerning each employee in his/her building.
- 9.3 A copy of the principal's evaluation report shall be given to the employee on or before June 1st, and the employee shall be given an opportunity to discuss the evaluation report with the principal.
- 9.4 The employee's signature on the evaluation report shall not necessarily indicate the employee's agreement with the contents of the evaluation report. The employee shall have the right to make a written reply to the evaluation report, and any such reply shall be attached to the evaluation report.
- 9.5 Evaluation Committee: The parties agree to establish an Evaluation Committee comprised of equal representation from the administration and union for the purpose of collaboratively developing a recommendation for a Paraeducator Evaluation Plan. The Committee shall report its non-binding recommendations to the Superintendent not later than October 1, 2015.

## **ARTICLE 10 – HEALTH AND SAFETY**

- 10.1 No employee in this bargaining unit, other than a licensed nursing assistant under the supervision of a registered nurse, shall be required to dispense or administer medication.
- 10.2 There shall be Union Representation on the District's Joint Loss Management Committee. Said representative shall be elected by the TSSU membership. Health and safety concerns

shall be referred to the Joint Loss Management Committee to be addressed and shall not be subject to the grievance procedure.

## ARTICLE 11 – COMPENSATION

### 11.1 Wages:

- 11.1.1 Employees shall be paid wage rates in accordance with the wage schedules that are attached in Appendix A.<sup>1</sup> The wage schedule track for GBCC Sped certification shall be available only for those employees who held GBCC Sped certification as of July 1, 2014.
- 11.1.2 Each employee who is not yet on the top step of the applicable track of the wage schedule shall advance one step for 2015-16 and one step for 2016-17, provided he/she has worked more than one-half of the employee's work year in the preceding school year.<sup>2</sup>
- 11.1.3 The Superintendent may withhold an employee's wage increase due to unsatisfactory performance.
- 11.1.4 Certification: In addition to the wage rates per Section 11.1.1, employees in benefit category B-1, B-2, B-3 or C-1 who hold one or more of the following certifications from the New Hampshire Department of Education shall receive one hourly pay differential for the highest such certification that they hold: teacher certification, \$0.60; paraeducator II certification, \$0.60; or paraeducator I certification, \$0.30.
- 11.1.5 Service Recognition: In addition to the wage rates per Section 11.1.1, employees in benefit categories B-1, B-2, B-3 or C-1 shall be entitled to \$0.30 per hour pay differential after the completion of their 15<sup>th</sup> year of service, and shall be entitled to a non-compounded \$0.75 per hour pay differential (i.e. an increase of \$0.45 from their \$0.30 differential) after completion of their 20<sup>th</sup> year of service with a satisfactory performance evaluation. Service recognition will commence at the start of the school year. Employees attaining their 15<sup>th</sup> or 20<sup>th</sup> year service date in September will receive the benefit during that school year, but employees attaining their 15<sup>th</sup> or 20<sup>th</sup> year of service date in October or later must wait until the start of the next school year to receive the benefit.<sup>3</sup>

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<sup>1</sup> Employees' step and track placements and wage rates in 2015-16 and 2016-17 shall be as set forth the spreadsheet attached to the tentative agreement.

<sup>2</sup> Employees whose wage rates were between two steps on the wage schedule in 2014-15 due to the minimum of \$0.30 per hour wage increase that was in effect that year will move to the next step as set forth on the spreadsheet attached to the tentative agreement. For example, an employee who is paid \$0.09 per hour above the step 14 in 2014-15 will be placed on step 15 without the extra \$0.09 per hour in 2015-16.

<sup>3</sup> An employee who has completed 15 years of service per 11.1.5 shall receive a total of \$0.30 per hour above his/her base pay. An employee who has completed 20 years of service per 11.1.5 shall receive a total of \$0.75 per hour above his/her base pay. In the 2014-15 CBA an employee who has completed 20 years of service receives \$0.60 per hour thus this is an increase of \$0.15 per hour over the 2014-15 rate.

- 11.2 When an employee is assigned to substitute for a teacher for less than 2 ½ hours in a school day, the employee shall receive no compensation in addition to his/her regular wages. Only a principal or assistant principal may assign an employee to substitute for one or more teachers for 2 ½ hours or longer in a school day, but when a principal or assistant principal does so, the employee shall receive \$25 in addition to his/her regular wages.
- 11.3 Newly hired employees shall be placed on the wage schedule in Appendix A based on qualifications and applicable experience as determined at the Superintendent's discretion.
- 11.4 Employees who are required in writing by their supervisor to use private automobiles for school-related business shall be reimbursed at the current IRS mileage rate.

## **ARTICLE 12 – INVOLUNTARY TRANSFERS**

- 12.1 Involuntary Transfers: Involuntary transfers of employees will not be preferred, but will be the ultimate decision of the Superintendent who shall establish both staffing levels and placement of personnel. Prior to making any involuntary transfers, the employee's qualifications and professional development goals shall be considered. An employee shall have an opportunity to provide a written presentation to the Superintendent about any concerns or issues regarding said transfer.

## **ARTICLE 13 – LEAVES**

- 13.1 Sick Leave: Employees in benefit category B-1, B-2 or B-3 shall earn one paid sick day per month (10 sick days per year), up to a maximum accumulation of 50 days. Employees in benefit category C-1 shall earn three (3) non-accumulative sick days per year. Up to ten (10) sick days per school year may be used for the illness of the employee's spouse, parent or child. Unused sick days in excess of the maximum accumulation will be bought back by the District at the rate of \$20 per day, with the total annual amount redeemed not to exceed \$200. Sick leave is available for employees to use for absences due to illness or injury or medical/dental appointments.
- 13.1.1 Employees shall be required to contact his/her principal or designee, according to the schedule established by the principal, when the employee is unable to report to work due to illness or injury.
- 13.1.2 The District reserves the right to verify all claims by asking for a doctor's note for any sick leave in excess of three (3) consecutive school days.
- 13.2 Disability Bank: There shall be a pool of paid leave days for eligible employees in benefit categories B-1, B-2 and B-3 that may be drawn upon after any and all individual accumulated sick leave days have been exhausted. One year of completed service is required to qualify. This pool may be used for a disability of twenty (20) contract days or more. The disability bank shall be administered in accordance with Appendix B.
- 13.2.1 Decisions by the bank's Board of Review shall not be subject to the grievance procedure.
- 13.3 Personal Leave:

- 13.3.1 Employees in benefit category B-1, B-2 or B-3 may use up to 2 days per year as paid personal leave.
- 13.3.2 Personal leave may be taken for urgent or unusual personal business that cannot be conducted outside school hours, subject to the principal's approval. Personal leave may not be taken on the day before or after holidays and school vacations. Personal leave may not be used for recreation. The employee shall provide at least 48 hours advance written notice to the principal of the need to take personal leave, except in emergencies.
- 13.3.3 Personal leave may not be accumulated and carried over year-to-year.
- 13.4 Holidays: Employees in benefit category B-1 will receive holiday pay for Thanksgiving, Christmas and Memorial Day. Holiday pay will be included in annual pay and divided over the school year. For purposes of calculating an employee's pay due at separation, holidays are accrued in the month they occur.
- 13.5 Bereavement Leave: Employees in benefit category B-1, B-2 or B-3 will be granted bereavement leave. Up to 4 days of paid bereavement leave will be granted for the death of a member of the employee's immediate family ("Immediate family" means spouse, child, sibling, parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or grandparent.). Up to 2 days of paid bereavement leave will be granted for the death of an aunt, uncle, niece or nephew. Up to one day will be granted for the death of significant others. Additional days of paid bereavement leave may be granted at the discretion of the Superintendent or his/her designee.
- 13.6 Medical Leave of Absence: Employees who have completed at least two (2) years of service to the Timberlane Regional School District and who work at least twenty-five (25) hours per week during the academic year are eligible to receive a medical leave of absence for the extended illness of the employee, or of the employee's spouse, children, mother, father or such individual for whom the employee has primary care and responsibility, for a period of up to six (6) weeks in a year. During the period of such medical leave of absence, the employee shall concurrently utilize all other leaves which are available to the employee.<sup>4</sup> The medical leave of absence shall be unpaid, but the employee will receive pay from any concurrent paid leaves. The District will pay its share of insurance, if any, during the medical leave of absence, provided the employee also pays his/her share of insurance. An employee shall submit the District's forms for a medical leave of absence, which are similar to the District's forms for FMLA leave. For purposes of this provision and calculating the use of six (6) weeks of medical leave of absence in a "year", year is defined as a July 1–June 30.
- 13.7 Unpaid Leave: Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the Superintendent. The Superintendent's decision shall not be subject to the provisions of the grievance procedure.

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<sup>4</sup> Example: An employee seeks leave for 6 weeks due to her parent's illness. The employee has 20 paid sick days and 2 paid personal days, and is eligible for FMLA leave and this medical leave of absence. For the first 12 days (10 days of sick leave and 2 days of personal leave), the employee shall use the paid leaves concurrently with FMLA leave and the medical leave of absence. For the remainder of the 6 weeks, the employee shall use FMLA leave concurrently with the medical leave of absence.

## ARTICLE 14 – INSURANCE

### 14.1 Medical Insurance:

14.1.1 The School District shall offer employees a variety of medical insurance plans including, but not limited to, the following or their substantial equivalents:

- Employees enrolled in Blue Choice New Hampshire or Blue Choice New England as of June 30, 2015, may take Blue Choice New Hampshire, Blue Choice New England, HMO Blue New England, Matthew Thornton Blue or Lumenos 2500 in 2015-16 and 2016-17.
- Employees enrolled in HMO Blue New England or Matthew Thornton Blue as of June 30, 2015 may take HMO Blue New England, Matthew Thornton Blue, or Lumenos 2500 in 2015-16 and 2016-17.
- Employees enrolled in the Lumenos 2500 as of June 30, 2015 and employees who are hired after June 30, 2015, may only take Lumenos 2500 in 2015-16 and 2016-17.
- Employees not enrolled in any district-offered medical insurance as of June 30, 2015, may take HMO Blue New England, Matthew Thornton Blue, or Lumenos 2500 in 2015-16 and 2016-17; however, employees not enrolled in any district-offered health insurance plan in 2015-16 may only take Lumenos 2500 in 2016-17.

All plans shall have a \$20 office visit copayment and a \$10/20/45 prescription drug payment, except Lumenos 2500.

14.1.1.1 Notwithstanding any other provisions in this Agreement: Either party may reopen negotiations on or after April 1, 2017, to address excise taxes under the Affordable Care Act. Effective June 30, 2017, unless the parties mutually agree otherwise in the reopened negotiations, each employee who continues to take Blue Choice New Hampshire or Blue Choice New England will pay 100% of any excise taxes incurred by the School District through premiums or otherwise due to the Blue Choice plan being a high cost plan under the Affordable Care Act.

14.1.2 For employees who select Lumenos 2500 with single coverage, the School District will pay 90% of the monthly premium; for employees who select Lumenos 2500 with two-person or family coverage, the School District will pay 58.33% of the premium for two-person or family coverage if the employee has completed fewer than 10 full years of service to the District by August 31; and the District will pay 66.67% of the monthly premium for two-person or family coverage if the employee has completed 10 or more full years of service to the District by August 31.

14.1.3 For employees who select any of the other plans offered by the District under Section 11.1.1, the District will pay 58.33% of the premium for single, two-person or family coverage if the employee has completed fewer than 10 full years of service to the District by August 31; and the District will pay 66.67% of the monthly premium

for single, two-person or family coverage if the employee has completed 10 or more full years of service to the District by August 31.

- 14.1.4 Health Savings Account: Effective July 1, 2014, the District shall make available to employees enrolled in the Lumenos Plan, a Health Savings Account (HSA) to which employees can make direct deposits via payroll.
- 14.1.5 The employee's share of the monthly premiums for medical insurance, including the employee's share of the premiums for July and August, shall be deducted from the employee's pay in equal installments throughout the school year. Payroll deductions shall begin in the second payroll of the school year and shall be deducted in twenty-one (21) paychecks.
- 14.1.6 Each year that an eligible employee in benefit category B-1 or B-2 chooses not to enroll in one of the health insurance plans offered by the District, the employee shall receive an insurance opt-out payment from the School District in the amount of \$250, provided the employee submits proof that he/she has obtained alternate insurance coverage that is not subsidized (e.g., not subsidized under the Affordable Care Act). The amount of the opt-out payment shall be \$250 minus any penalty that the School District incurs because the employee has obtained medical insurance that is subsidized (e.g., under the Affordable Care Act).
- 14.1.7 Employees in benefit categories B-1 or B-2 who actually retire from the School District's employment through the New Hampshire Retirement System may continue to be enrolled in a District-sponsored medical insurance program at their own expense during their retirement until they reach Medicare eligibility age, provided that they were enrolled in a District-sponsored medical insurance program at the time of their retirement, and provided they are not eligible for medical insurance from another employer.
- 14.2 Dental Insurance: The District shall offer dental insurance coverage to employees in benefit categories B-1 or B-2 under a plan selected by the School Board. If the employee selects single coverage under the offered plan, the District shall pay 75% of the monthly premiums. If the employee selects two-person or family coverage under the offered plan, the District shall pay 50% of the monthly premiums. The employee's share of the monthly premiums for dental insurance, including the employee's share of the premiums for July and August, shall be deducted from the employee's pay throughout the school year. Payroll deductions shall begin in the second payroll of the school year and shall be deducted in twenty-one (21) paychecks.
- 14.3 Life Insurance: For employees in benefit categories B-1, B-2 or B-3, the School District will pay 100% of the premium for a \$20,000 term life insurance policy. Said employees will be given an option to buy an additional \$20,000 of coverage at the employee's expense if permitted by the insurer.
- 14.4 Flexible Spending: The Board shall make flexible spending accounts available to employees in the bargaining unit.

## **ARTICLE 15 – OTHER BENEFITS**

- 15.1 Education Benefit: The School District will pay up to \$200 per school year for each employee in benefit category B-1, B-2 or B-3 to take courses and workshops that are job-related and approved in advance by the Superintendent or his/her designee. Additional support for courses and workshops may be available on a limited basis, subject to the Superintendent's approval.
- 15.2 Retirement Incentive: Employees in benefit category B-1, B-2 or B-3 who have completed at least 20 years of full-time equivalent service in the School District and who are at least 55 years of age shall be eligible for this retirement incentive program. Employees must submit notice of their intention to retire under this program to the Superintendent no later than March 1<sup>st</sup> of the last full school year of employment. Under extraordinary circumstances, a maximum of one employee per school year may withdraw such notice or submit such notice after March 1<sup>st</sup>. If more than one employee in a school year seeks to withdraw or submit such notice after March 1<sup>st</sup>, the employee who shall be permitted to withdraw or submit such notice shall be the first employee who notifies the Superintendent in writing of extraordinary circumstances that justify the late withdrawal or submission. The amount of the retirement incentive shall equal 1.25% of the employee's last annual wages times the number of full-time equivalent years of service in the School District; however, in no event shall the amount paid exceed 45% of the employee's last annual wages. The retirement benefit shall be paid as a one-time lump sum in or before August following the date of the employee's retirement.
- 15.3 Severance Pay: When an employee leaves the School District's employment, the employee may redeem unused sick leave at the following rates:

After Completing 10 Years of Service    After Completing 15 Years of Service

\$15 per day

\$20 per day

In no event may employees redeem more than the maximum number of sick days that may be accumulated under Section 10.1. The benefit shall be payable in the employee's final paycheck after the employee leaves the School District's employment.

## **ARTICLE 16 – DUES AND DEDUCTIONS**

- 16.1 Upon individual written authorization by an employee who is a member of the Union, the District agrees to deduct from the pay of such employee the current Union dues, as certified to the District by the Treasurer of the Union. The deductions shall begin in the second payroll of the school year and shall be deducted in twenty-one (21) paychecks. Said deductions shall be made each payroll period in which the employee's paycheck is large enough to satisfy the deduction. The District shall forward the amount so collected to the Union at least once per month. Such deduction authorization will be continued each year thereafter unless notification is received from the employee in writing by the Union and Superintendent or designee between June 1<sup>st</sup> and June 30<sup>th</sup> in any year for the upcoming school year.

- 16.2 Should there be a dispute between an employee and the Union over the matter of deductions, the Union agrees to defend, indemnify and hold harmless the District in any such dispute.

### **ARTICLE 17 – REDUCTION IN FORCE**

- 17.1 The Board and administration shall have the authority to determine the number and qualifications of employees.
- 17.2 In the event the Board and administration determine that it is necessary to conduct a reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary layoffs.
- 17.3 If further reduction in force is necessary, the administration shall choose employees for layoff based upon assessment of the employee’s ability, qualifications, experience and performance. If all these factors are relatively equal in the judgment of the Superintendent or his/her designee, the employee(s) with the least seniority shall be laid off first. Prior to a final decision, affected employees may submit a written presentation regarding the aforementioned factors to the Superintendent or his/her designee.
- 17.4 “Seniority” shall be calculated from the date that an employee commenced his/her current term of continuous employment by the School District in a position in this bargaining unit.
- 17.5 For up to 15 months after lay off, the District shall consider laid off employees for recall to positions from which they were laid off. If the administration concludes that a laid off employee and an external candidate are approximately equally qualified for such a position, the laid off employee will be offered the position. If a laid off employee is offered a position and does not accept it within five (5) business days, he/she shall be removed from the recall list.

### **ARTICLE 18 – MISCELLANEOUS**

- 18.1 An employee may review documents in his/her personnel file during regular business hours with at least three (3) business days of advance notice to the Superintendent or his/her designee. The employee may, if he/she wishes, have a representative of the Union accompany him/her during review of the personnel file and may request copies of documents in the file. An employee may respond in writing to material contained in his/her personnel file, and such response shall be made part of the file.
- 18.2 Employees shall not be required to use personal equipment on school premises.
- 18.3 When a position in this bargaining unit is vacant, the Superintendent or his/her designee will post notice of the vacancy in each school. The posted notice will include the job title, pay range, expected work location and a general description of requirements for the position. Posted notices of vacancies shall remain on display for at least five (5) calendar days. Current employees who apply to transfer to a posted position shall be given an opportunity to interview for the vacancy if the administration concludes that they are qualified for the position and they apply in accordance with the terms of the posting.



**ARTICLE 19 - SEPARABILITY**

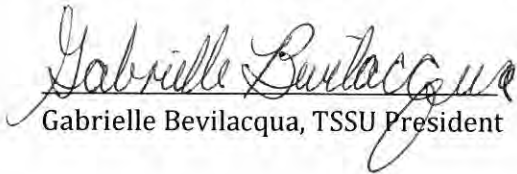
19.1 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in force and effect. In such instance, The School Board and the Union shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

**ARTICLE 20 - DURATION**

20.1 This Agreement shall be in full force and effect from July 1, 2015 through June 30, 2017. The Board may reopen negotiations on health insurance and wages if it deems it desirable to do so due to the Affordable Care Act.

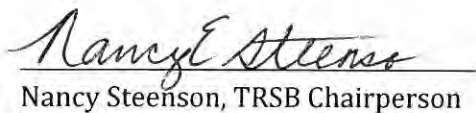
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective President and Chairperson.

Timberlane Support Staff Union, AFT Local #6530, AFT-NH, AFL-CIO

  
Gabrielle Bevilacqua, TSSU President

4/14/15  
Date

Timberlane Regional School Board

  
Nancy Steenson, TRSB Chairperson

4/2/15  
Date

**APPENDIX A – WAGE SCHEDULE 2015-16**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
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<b>Paraeducators:</b>	<b>Track</b>													
High School Diploma	E1	11.34	11.65	11.95	12.26	12.56	12.88	13.18	13.50	13.81	14.12	14.42	14.73	15.04
GBCC SPED Certification	E-GBCC	11.49	11.80	12.10	12.41	12.72	13.03	13.34	13.66	13.96	14.27	14.57	14.88	15.19
Associate's Degree	E2	11.59	11.90	12.21	12.51	12.83	13.13	13.45	13.76	14.06	14.37	14.68	14.99	15.30
Bachelor's Degree	E3	11.85	12.16	12.46	12.78	13.08	13.40	13.71	14.01	14.32	14.62	14.94	15.25	15.56
<b>LNAs:</b>	T5	14.22	14.57	14.94	15.30	15.67	16.02	16.38	16.74	17.10	17.46	17.83	18.18	18.54
<b>Library Assistants:</b>														
High School Diploma	L1	11.49	11.80	12.11	12.41	12.73	13.03	13.34	13.66	13.96	14.27	14.57	14.89	15.19
Associate's Degree	L2	11.70	12.00	12.31	12.61	12.93	13.24	13.55	13.86	14.17	14.47	14.79	15.09	15.40
Bachelor's Degree	L3	11.90	12.21	12.51	12.83	13.13	13.45	13.76	14.06	14.37	14.68	14.99	15.30	15.61

<b>Step</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>
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<b>Paraeducators:</b>	<b>Track</b>													
High School Diploma	E1	15.35	15.67	15.97	16.28	16.58	16.90	17.20	17.51	17.82	18.12			
GBCC SPED Certification	E-GBCC	15.50	15.82	16.12	16.43	16.74	17.05	17.36	17.66	17.97	18.27			
Associate's Degree	E2	15.61	15.92	16.23	16.53	16.85	17.15	17.46	17.77	18.07	18.37			
Bachelor's Degree	E3	15.87	16.18	16.48	16.79	17.10	17.41	17.73	18.04	18.35	18.65			
<b>LNAs:</b>	T5	18.91	19.26	19.63	19.99	20.35	20.71	21.07	21.44	21.81				
<b>Library Assistants:</b>														
High School Diploma	L1	15.51	15.82	16.12	16.43	16.74	17.05	17.36	17.66	17.97				
Associate's Degree	L2	15.72	16.02	16.33	16.63	16.95	17.26	17.57	17.89	18.20				
Bachelor's Degree	L3	15.92	16.23	16.53	16.85	17.15	17.46	17.78	18.09	18.40				

**APPENDIX A - WAGE SCHEDULE 2016-17**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
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<b>Paraeducators:</b>	<b>Track</b>													
High School Diploma	E1	11.46	11.76	12.07	12.38	12.69	13.01	13.31	13.64	13.94	14.26	14.57	14.87	15.19
GBCC SPED Certification	E-GBCC	11.61	11.91	12.22	12.54	12.84	13.16	13.48	13.79	14.10	14.41	14.72	15.03	15.34
Associate's Degree	E2	11.71	12.02	12.33	12.64	12.96	13.26	13.59	13.89	14.20	14.52	14.82	15.14	15.45
Bachelor's Degree	E3	11.97	12.28	12.59	12.90	13.21	13.54	13.84	14.15	14.47	14.77	15.09	15.40	15.72
<b>LNAs:</b>	T5	14.36	14.72	15.09	15.45	15.82	16.18	16.55	16.90	17.27	17.64	18.00	18.36	18.73
<b>Library Assistants:</b>														
High School Diploma	L1	11.61	11.91	12.23	12.54	12.85	13.16	13.48	13.79	14.10	14.41	14.72	15.04	15.34
Associate's Degree	L2	11.81	12.12	12.44	12.74	13.06	13.37	13.69	14.00	14.31	14.62	14.93	15.24	15.56
Bachelor's Degree	L3	12.02	12.33	12.64	12.96	13.26	13.59	13.89	14.20	14.52	14.82	15.14	15.45	15.77

<b>Step</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>
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<b>Paraeducators:</b>	<b>Track</b>													
High School Diploma	E1	15.51	15.82	16.13	16.44	16.75	17.07	17.37	17.69	17.99	18.30			
GBCC SPED Certification	E-GBCC	15.66	15.97	16.28	16.60	16.90	17.22	17.54	17.84	18.15	18.45			
Associate's Degree	E2	15.77	16.08	16.39	16.70	17.02	17.32	17.64	17.94	18.25	18.56			
Bachelor's Degree	E3	16.03	16.34	16.65	16.95	17.27	17.59	17.90	18.22	18.54	18.84			
<b>LNAs:</b>	T5	19.10	19.45	19.83	20.19	20.56	20.91	21.28	21.66	22.02				
<b>Library Assistants:</b>														
High School Diploma	L1	15.67	15.97	16.28	16.60	16.90	17.22	17.54	17.84	18.15				
Associate's Degree	L2	15.87	16.18	16.50	16.80	17.12	17.43	17.75	18.07	18.38				
Bachelor's Degree	L3	16.08	16.39	16.70	17.02	17.32	17.64	17.95	18.27	18.59				

## **APPENDIX B – DISABILITY BANK**

### **1. Definitions**

Disability- A medical condition, physical or mental, which causes one to be unable to perform his/her contractual obligation for a period of twenty (20) contract days or more.

Disability Bank- A pool of paid leaves that may be drawn upon after any and all individually accumulated sick days have been exhausted.

### **2. Establishment of Bank**

The bank will be established the first workday of each school year, allowing carryover from the previous year, if such carryover exists, so that the pool could reach a minimum of four hundred (400) days. If the carryover from one year does not drop below two-hundred fifty (250) days by September 1 of next year, members will not be required to contribute one of their individually authorized sick leave days to the pool. If the total number of days in the disability bank pool drops below two hundred-fifty (250) days, all members of the full unit with at least one year full service to the district will contribute one of their individually authorized sick leave days on the first work day of the next school year. In the event the bank is depleted during the year, one additional sick day will be taken from each member.

### **3. Board of Review**

A Board of Review will be established to determine the assignment of days from the pool. The Board shall only have control over the assignment of extended disability leave benefits from the pool. The Board of Review shall consist of:

- The TSSU President or designee;
- Additional designee by the TSSU;
- The Superintendent of Schools or his/her designee; and
- The School Board Chairperson or his/her designee.

### **4. Distribution of Benefits**

Members of this unit with at least one year of the service to the District may apply for a number of days consistent with a one-for-one match of their individual sick leave accumulation as of the end of the previous contract year brought forward to the year of the onset of disability. The combined benefit of accumulated personal sick leave and disability bank leave may not exceed one hundred-eighty days and may carry over from one contract year to another. Employees with less than one full year of service in the District will not be required to contribute one of their individual accumulated sick leave days to the disability bank. The Board reviews the right to request re-application and documentation from anyone requesting more than forty (40) days from the pool. Any benefits will be minus other insurance coverage (i.e. worker's compensation, social security, etc.).

### **5. Worker Protection**

The District will allow unit members to be reimbursed up to three (3) sick days from the Disability Bank for injuries that occur at the worksite or in the off-site performance of their duties not covered under other benefits.