

AGREEMENT

between the

MASCENIC REGIONAL SCHOOL BOARD

and the

MASCENIC EDUCATIONAL
SUPPORT STAFF ASSOCIATION -- NEA/NH

July 1, 2020 - June 30, 2023

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1. RECOGNITION

- 1.1 The Mascenic Regional School Board (the Board) recognizes the Mascenic Educational Support Staff Association/NEA New Hampshire (Association) as the exclusive representative for all support staff as defined in section 1.2, employed by the Mascenic Regional School system for the purpose of negotiating with the Board with respect to terms of employment pursuant to RSA 273-A.
- 1.2 The term "Support Staff" shall mean and include all instructional teaching assistants, Special Education 1:1 assistants, Special Education assistants and classroom teaching assistants. All other employees are excluded from this bargaining unit.

2. NEGOTIATION PROCEDURE

- 2.1 On or before October 1 of the year preceding the expiration date of this Agreement, either party may notify the other party in writing of its intent to negotiate terms of a successor agreement. Within fourteen (14) calendar days of the receipt of such notice, the parties shall meet to establish ground rules. Either party may present initial proposals at any time up to and including this first meeting.
- 2.2 The parties agree to negotiate according to the procedures set forth in RSA 273-A, and that such negotiations will be in good faith. Each party shall make proposals, counter proposals and exchange data in an effort to reach an accord on all issues raised with respect to terms and conditions of employment.
- 2.3 Either party may, if it desires, utilize the services of outside consultants.
- 2.4 The Negotiating Committees of the Board and the Association shall have the authority to reach a complete Agreement, subject to ratification by the Board and members of the Association covered by this Agreement.
- 2.5 Any agreement reached upon ratification shall be reduced to writing and signed by the Board and the Association.
- 2.6 Any agreement reached which requires the expenditure of public funds for implementation shall not be binding on the Board, unless and until the necessary appropriations have been approved by the vote of the District. If such funds are not forthcoming, and the District voters adopt an amount less than the budget proposed by the School Board for the administration of the school and the payment of school bills, the agreements reached by the parties shall be void and the parties shall return to negotiations within fifteen (15) days.
- 2.7 If the parties fail to reach an agreement on any matter or matters, which are subject to negotiations, either party may declare an impasse. The parties will then attempt to mutually select a Mediator of their own choosing. If no agreement is reached with a Mediator, either party may request the Public Employee Labor

Relations Board to appoint a Mediator for the purpose of assisting the parties in reconciling their differences and resolving the controversies on terms, which are mutually acceptable.

- 2.8 In the event an impasse still exists, the parties agree to follow the procedures outlined under RSA 273-A:12 as that statute may be amended or replaced from time to time.
- 2.9 The costs of mediation and/or fact-finding shall be shared by the Board and the Association.

3. ASSOCIATION, UNION RIGHTS

- 3.1 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge therefore.
- 3.2 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.
- 3.3 The Association will, upon request in advance, be given an opportunity to present brief reports and announcements at building faculty meetings which include support staff.
- 3.4 The Association will have the right to post notices of its activities and matters concerning bargaining unit members in the staff rooms and shall have use of the staff mailbox system.
- 3.5 Bargaining Unit members designated as Association representatives to the NEA-NH Assembly of Delegates, as defined in the NEA-NH Bylaws, shall be granted professional leave to attend the one-day Assembly.
- 3.6 Up to five (5) days total per year shall be granted to members of the Association (in the aggregate) upon timely request for the purpose of conducting Association business; said days are to be non-cumulative. As a condition of granting Association leave, the Association shall pay to the District the cost of any substitute required to cover for the day.
- 3.7 When a new employee is hired to fill a bargaining unit position, the District shall notify the Association President, via email, within ten (10) calendar days of the first day of school or within ten (10) calendar days of the new employee's first day of work, whichever is later. The District will provide the new employee's date of hire, worksite, position, step placement and rate of pay. Upon request, the Association may review the new employee's experience for purposes of verifying step placement. The District will notify the Association President within ten (10) calendar days of a bargaining unit member's last day of work when an employee separates from employment.

4. SALARY DEDUCTIONS

- 4.1 The Association shall submit to the Superintendent's Office at one time, all dues deduction authorization forms. The Board agrees to deduct from the salary of any bargaining unit member an appropriate remittance for the NEA-NH payments, annuities, credit union and any other plans or programs jointly approved by the Association and the Board.
- 4.2 New employees hired during the school year shall be entitled to dues deductions provided that the Association provides the respective deduction form to the Central Office within 30 days of the employee's date of hire.
- 4.3 The Association agrees to relieve the District and the Board and all of its officers, agents, and employees from any liability in any claim or dispute between any employee and the Association for any deductions made or inadvertently omitted and transmitted in good faith.

5. GRIEVANCE PROCEDURE

5.1 Definitions and General Procedure.

- 5.1.1 The Association and the Board, recognize that honest differences do arise, and that fair and peaceful resolution of such differences is in the best interests of the Mascenic School District.
- 5.1.2 A "grievance" shall mean a claim by a Support Staff employee covered under this agreement or by the Association that there has been a loss or injury because of a violation of one or more provisions of this agreement, except, a grievance shall not be any claim which arises by reason of the employee not being rehired.
- 5.1.3 For a claim to be considered a grievance it must be submitted in writing within twenty (20) calendar days of its occurrence, or from the time the employee or the Association should have known of its occurrence. (See Appendix A for grievance procedure forms).
- 5.1.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level, except at Board level. The Association, however, may demand arbitration in the absence of a timely Board decision. Failure at any level of the procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision at that level, and a waiver of any further appeal.
- 5.1.5 Any grievant shall continue to fulfill their assigned duties, observe applicable rules and regulations, including assignments or directives which may be the subject of the grievance, until the outcome of such

grievance has been determined by agreement with the Board or when the member's safety is the subject of the grievance.

5.1.6 Any time periods set forth below may be extended by agreement of the parties. All references to days shall mean calendar days. If a deadline falls on a Saturday or Sunday, a holiday, or a snow day, then the deadline shall be the next business day. All times will be triggered by the receipt by the other party of the appeal or decision at issue.

5.1.7 Right of Representation: A member has the right to have a representative of choice present when processing a grievance. The representative should be an official representative of the Association or if not, the Association has the right to have someone present to represent its interests.

5.2 Informal Grievance Procedure: The parties acknowledge that it is more desirable for a member and the immediately involved supervisor to resolve problems through free and informal communications, before resorting to more formal measures. Accordingly, grievances, which are not satisfactorily settled in an informal way, shall be reduced to writing as provided in 5.1.3 above, and Formal Grievance Procedures set forth below.

5.3 Formal Grievance Procedure:

Step 1: The member shall submit the written grievance to his/her Building Principal on the grievance form attached as Appendix A. The Principal will meet with the grievant within fifteen (15) calendar days of receiving the grievance. A decision by the Principal shall be rendered in writing within fifteen (15) calendar days.

Step 2: If the member or the Association is not satisfied with the Building Principal's decision, he/she may appeal the decision to the Superintendent of Schools within twenty (20) calendar days after receipt of the Principal's decision. The appeal must be in writing and must specify:

- a. The specific provision of the agreement which is alleged to have been violated.
- b. The injury or loss which is claimed.
- c. The remedies sought.

The Superintendent may not act on the grievance unless a, b, and c above are included in the appeal. If the appeal meets the conditions stated above, the Superintendent will meet with the participants of Step 1 and examine the facts of the grievance and then render his/her decision within fifteen (15) calendar days after receipt of the appeal.

Step 3: If the member or Association is not satisfied with the decision of the Superintendent, he/she may appeal the decision to the Board. Such an appeal must be made within fifteen (15) calendar days after receipt of the

Superintendent's decision. The appeal shall be in writing and include in addition to a, b and c above, the fault with the Superintendent's decision.

The Board, or a panel of at least three Board members, shall review the grievance, and shall hold a hearing with those involved in the grievance. The hearing shall be held no more than thirty (30) calendar days after receipt of the appeal. The Board or designated panel shall render its decision in writing twenty (20) calendar days after such hearing.

Step 4: If the Association is not satisfied with the decision rendered by the Board, or the Board fails to render a decision within the time limits provided above, the Association may appeal the grievance to arbitration by a written "Notice of Intent to Arbitrate". The notice must be received by the Board within fifteen (15) calendar days after receipt of the decision or from the date the decision of the Board should have been rendered.

An arbitrator may be selected by mutual agreement of the parties. If the parties fail to agree upon an arbitrator within fifteen (15) calendar days of the Notice of Intent to Arbitrate, either party may file a demand for arbitration through the procedures set forth by the N.H. Public Employee Labor Relations Board. No demand for arbitration may be filed more than sixty (60) days after the date of the Notice of Intent to Arbitrate.

The costs for the services of the Arbitrator, including per diem costs, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

The best efforts of the arbitrator shall be used to arbitrate the grievance, but the arbitrator shall have no power to do anything other than interpret and apply provisions of this agreement. The arbitrator shall have no power to add to, subtract from, or modify any provision of this agreement or any policy of the Board, unless the policy is contrary to the provisions of the agreement or state law.

The decision of the arbitrator shall be binding. However, either party reserves the right to appeal said decision under the provisions of RSA 542, incorporated herein by reference.

6. NOTICES

Any notice required to be given to a bargaining unit member, or to either of the parties, will be deemed received as of:

- 6.1 the date of a return receipt for USPS Certified Mail;
- 6.2 the date of a signed record of delivery by Federal Express or some other commercial courier;

- 6.3 the date of any signed receipt from the person to whom the notice is directed;
- 6.4 the date shown on any affidavit completed by a New Hampshire resident over the age of eighteen that the notice, etc. was delivered in hand to the person to whom the notice is directed, or the person's residence. The limitation to New Hampshire residency shall not apply to bargaining unit members, representatives of the NEA-NH, or employees of the District or SAU #87;
- 6.5 the date of an email sent to the email address last provided by the bargaining unit member or appropriate administrator provided that a copy of the notice is forwarded by regular US mail within twenty-four hours thereafter; or
- 6.6 the date of a facsimile sent to the fax number last provided by the bargaining unit member or appropriate administrator provided that a copy of the notice is forwarded by regular US mail within twenty-four hours thereafter.

Notices to bargaining unit members may be made in hand, or by delivery to the residential address on record with the District. It is the employee's responsibility to keep the Superintendent's office and the Principal's office apprised of any change in the employee's contact information, including postal, street and email addresses, as well as all telephone numbers.

7. EMPLOYMENT

- 7.1 Mascenic Regional School system agrees that it will in no way discriminate against bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, disability, sexual orientation, gender identity or Association membership.
- 7.2 The superintendent of schools will make all assignments and transfers within the Mascenic Regional School District.
- 7.3 On or before June 1st, the Superintendent shall inform each member whether the District has an expectation of reemploying the member for the following year. The expectation of reemploying the member is not a contract for employment and represents only an estimate of the District's anticipated personnel needs.
- 7.4 New employees hired for positions within the recognition clause of the Agreement shall be on probation for sixty (60) workdays. Probationary employees may be terminated at the will of the District.
- 7.5 At least fourteen (14) calendar days before the first work day of each academic year, each unit member will receive an individual work agreement. The work agreement will specify the anticipated start date, anticipated building assignment, position, the hourly wage, and the employee's normal work schedule (hours per day, and days per week), subject to the needs of the District. If it becomes necessary to change an assignment after the individual work agreement has been issued, the District will provide the member as much notice as is possible, subject to Article 15.1. If the position for which the employee is being assigned is

anticipated to terminate before the end of the academic year, the individual agreement shall so state.

- 7.6 The number of paid days in a typical individual work agreement will consist of the number of student school days, plus a minimum of four (4) workshop/in-service days. Of the four workshop/in-service days, members will be allowed to use up to ½ day before the start of year to attend staff meetings/orientation. (Individual work agreements may, however, consist of fewer work days, depending on the needs of the District.) In addition, members will be paid for the following Holidays: New Year's Day, Memorial Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Notwithstanding that individual work agreements are generally intended to last the duration of the academic year, because the number of positions within the bargaining unit is subject to unforeseen increases and decreases as the year progresses, the District may terminate or modify an individual work agreement as provided in Articles 9 and 15 of this Agreement. In cases of termination, the employee is entitled to receive his or her hourly pay through the last day actually worked, and additional benefits as provided in Article 9.
- 7.7 Members who are employed as special education assistants, personal assistants, 504 assistants, or otherwise as part of an Individual Education Plan, shall have one fifteen (15) minute period of the District's choosing each day for preparation time. In addition, building principals will have authority to adjust the schedule of any bargaining unit member if the principal determines that the duties and responsibilities of the member's position are such that the adjustment is necessary to allow for "preparation time" in order to fulfill those duties and responsibilities. Such adjustments may be temporary or permanent, and may include an increase of the member's total weekly hours by up to 1¼ hours per week. In the event that the Principal denies a request by a member for such an increase, the member may request that the Superintendent review the decision, but the Superintendent's decision will be final.
- 7.8 To be entitled to full benefits under this Agreement, a member's "normal" workweek must be a minimum of thirty (30) hours. All members whose normal work week is less than thirty (30) hours will receive benefits as provided in this Agreement based on the ratio of the normal hours per week to 30 hours (for instance, a member with a normal work week of 26 hours (equal to 86% of 30), would receive 86% of the amount allowed a full time member for medical reimbursement). Pay for sick/personal days, however, will be equal to the amount the member would have received had the member worked his or her regularly scheduled hours. Any benefits which are determined by year shall be pro-rated according to the number of months (rounded up – e.g., 1.5 weeks = 1 month) of the school year that the person is to be employed over 10 months.
- 7.9 Notwithstanding an individual's normal work schedule, a member shall be paid for any required extension of his or her normal work day. This would also include such things as field trips, Special Olympics, etc. Absent an emergency or other exceptional circumstances, however, such extra work and pay must first be approved by the member's immediate supervisor as identified on the member's work agreement, the Building Principal, or other person designated in writing by the offices of the Superintendent or Special Education Director.

- 7.10 School Cancellation/ Delayed opening/ early dismissal: If a school day is delayed in opening or dismissed early due to inclement weather, or an emergency, and yet the day qualifies as a school day, Support Staff will be paid for the full day. If school is cancelled before the school day begins, or if dismissal occurs before the day qualifies as one of the 180 days of required attendance, Support Staff will be compensated only for time worked that day. Employees will be expected to work the makeup day at the end of the school year. Although the District will endeavor to provide individual notice of such cancellations/delays, the District will be deemed to have provided adequate notice if the cancellation or delay is broadcast on local radio or television stations prior to the beginning of a member's individual work day.
- 7.11 Should a member's health ever appear to be a hazard to others, or to interfere with the discharge of the member's responsibilities, the Superintendent may require an additional medical examination. This examination will be made at no cost to the member, provided the services of a Board designated physician are used.
- 7.12 If an employee is aware of an unsafe condition or unsafe act, the member should immediately report the condition to his or her supervisor. If the member makes the report in writing, the Supervisor will provide a written acknowledgement to the member within five working days.
- 7.13 Whenever it is practicable to do so, the District will post notice of any vacancy or anticipated vacancy for any bargaining unit or extra-curricular position. The notices will be posted in each school building on the bulletin boards assigned for Association use. The vacancy will be posted for 10 days before initial applicant screening except in case of emergency. Notification will be given to the president of the Association or his/her designee at the time of posting. The notice will include job title, description, compensation, and requirements for the position.
- 7.13.1 A vacancy shall be defined as a position presently unfilled, currently filled, but will be open in the future, or a new position. Support Staff will have the right to apply to fill vacancies.
- 7.13.2 When a vacancy opens in the summer months, the President of the Association or his/her designee will be notified by e-mail.
- 7.13.3 In the event of a transfer, bargaining unit members shall have the right to request to meet and confer with the Superintendent or designee to discuss the transfer. In the case of an involuntary transfer, the District will provide a reasonable period of on the job training, as determined by the immediate supervisor.
- 7.14 Complaints or concerns by parents or other members of the community shall not be used in the evaluation or discipline of a bargaining unit member, unless he or she is given full knowledge of the origin and substance of those concerns or complaints and given the opportunity for rebuttal.

- 7.15 If a member of this bargaining unit substitutes for a teacher for either the whole or part of the day, the member shall be paid his or her regular hourly compensation plus twenty dollars (\$20) total if the member substitutes for 1-4 hours on a given day; and forty dollars (\$40) total if the member substitutes for more than 4 hours on a given day.
- 7.16 Unit members will be permitted to attend all faculty meetings with pay.

8. VOLUNTARY LEAVES

- 8.1 Members shall be entitled to unpaid leaves as provided in 8.2 below, and subject to the following:
- 8.1.1 All requests for leaves of absence shall be made in writing, shall be granted in writing, and shall not be modified except in writing.
- 8.1.2 Any member on an unpaid leave under this Article 8 has the option of continuing insurance benefits at his/her own expense (paid in advance).
- 8.1.3 All benefits to which a Support Staff member was entitled at the time s/he commenced any leave under this Article 8 shall be restored upon his/her return, provided such benefits remain legally permissible and available under any then applicable collective bargaining agreement.
- 8.1.4 The member may return to the District as an employee at the end of the Leave provided a) the member's position, or other similar position is then available, and the member pursued the purpose for which the Leave was granted.
- 8.1.5 A leave will not cause any loss of experience on the Salary Schedule, but experience shall not accrue during the leave. Upon return, the member will be placed at the same salary track and level of experience, and retain all accumulated sick days, he or she had obtained at the time the leave commenced.
- 8.2 Parenting Leave: Bargaining unit members shall be entitled to unpaid parenting leave ("Parenting Leave") upon the birth of a child, or the adoption of a minor child. The leave will include the balance of the semester during which the birth or adoption occurs plus up to the next two (2) consecutive semesters. Any such Parenting Leave shall be concurrent with, and not in addition to, any paid sick leave and any leave under the Family and Medical Leave Act that a member may take relative to the birth or adoption of the same child. Bargaining unit members may use their accrued sick leave for any period of Parenting Leave which is covered by the Family and Medical Leave Act or for any period of disability associated with the birth of a child. In order to take such Parenting Leave, the member must provide written request to the administration at least sixty (60) days prior to the anticipated birth date or adoption when known. The written notice shall include the intended return date which must coincide with the start of

a marking period. While using accrued sick leave and during any period of Parenting Leave which is covered by the Family and Medical Leave Act, the member will remain eligible for all District fringe benefits, with the District paying its share of the insurance premiums and the member paying his/her share of the premiums through payroll deductions or by paying the premiums directly to the District by the first day of each month. During the time that a staff person is on unpaid Parenting Leave that is not covered by the Family and Medical Leave Act, the member shall remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the member.

If leave beyond the amount permitted by this paragraph is desired, the affected member may request Discretionary Leave under Section 8.4 herein.

- 8.3 Bereavement Leave: Members shall be entitled to paid bereavement leave as follows:
- 8.3.1 Four days in the event of death of a member's spouse, spouse's parent, member's parent or grandparent, member's sibling, member's child, child's spouse, or member's grandchild;
 - 8.3.2 Two days in the event of the death of a member's/member's spouse's: sibling; aunt or uncle (first degree); or first cousin;
 - 8.3.3 Upon application to and approval by the Superintendent, members may be granted additional bereavement leave (e.g. travel time, death of a close friend, etc.);
 - 8.3.4 Unused bereavement leave is non-cumulative; and
 - 8.3.5 Bereavement leave for a death may only occur in the school year that the death occurred, but a member may be granted leave for more than one death in the same year.
- 8.4 Discretionary Leave: Upon written request to the Superintendent, and for good cause, the Board may, at its sole discretion, grant other unpaid leave. The denial of leave under this paragraph shall not be grievable.
- 8.5 Family and Medical Leave Act: Family and medical leave will be granted subject to applicable State and Federal laws and/or precedents which apply to the aforementioned situation. All eligible employees as defined by the Family and Medical Leave Act of 1993 shall be entitled to the benefits set forth therein or the benefits of this contract, whichever is greater; provided, nevertheless, the School Board shall have all the discretion provided in said Act, including but not limited to, to designate leave, to require medical certification and recertification, to transfer persons on intermittent leave to an alternative position, to require periodic notice of intent to return and to require a fitness for duty certificate prior to return. For purposes of calculating the 12-month period for which the act may apply, the District will use the fiscal year of July 1 – June 30.

9. REDUCTION IN FORCE

Should the District find it necessary to eliminate one or more positions within the bargaining unit, the following processes will be followed:

- 9.1 The Superintendent will notify the President of the Association when such reduction or elimination is contemplated, the notification shall include the reasons for the elimination, and a statement as to the District's intentions with respect to any personnel reassignments/attrition relating to the elimination.
- 9.2 In the event a position is reduced or eliminated, the Superintendent retains sole discretionary authority in determining the employee or employees who will not be rehired, reassigned, or subject to layoff. However, when making decisions concerning employees who will be laid off, the Superintendent will take seniority into consideration.
- 9.3 If laid off, a member who is then subsequently rehired within two years after the layoff began will be placed at same salary track and level of experience, and retain all accumulated sick days as he or she had obtained at the time of the layoff.
- 9.4 When a member is laid off effective at the end of the school year, the member shall continue to receive paid insurance benefits through June 30 of the year in which the layoff occurs. When a member is laid off during the school year, the member will continue to receive paid insurance benefits for the balance of the month during which the layoff occurs and if the member elects to continue his/her coverage under the provisions of COBRA, the District will pay its share of the premium for the first month of COBRA coverage. In accordance with the provisions of COBRA, for eighteen (18) months after the end of the month during which the layoff is effective, the member may continue his or her insurance benefits at his/her own expense (paid in advance).
- 9.5 Employees who have been laid off are responsible for keeping the Superintendent's office apprised of any changes to contact information per Article 6.

10. SICK TIME/PERSONAL DAYS

In addition to leaves as provided in Articles 8 and 9, above, unit members will be allowed leave for personal illness or illness of an immediate family member living in the employee's domicile ("sick day") or for other personal reasons ("personal day"), subject to the following:

- 10.1 Each bargaining unit member shall receive two (2) sick days at the beginning of the school year and shall accrue one (1) sick day at the end of each calendar month September – May in which the member actually works at least 60% of the days he or she is otherwise scheduled to work. The maximum number of sick days to accrue for a single academic year shall be eleven (11).

- 10.2 Members may accumulate a maximum of forty (40) unused sick days, to be carried over to the next academic year, and which are to be added to the maximum of eleven (11) days for that new academic year. The days carried over, however, may only be used as sick days.
- 10.3 In order to be eligible to be compensated for a sick day, the employee must call the Principal or designee no less than 60 minutes before the time that the employee is to report to work.
- 10.4 Each member will receive two (2) days of personal leave ("personal days") at the beginning of each year. Except in cases of an emergency, the employee must submit a written request to the Principal or designee at least two full school days before the requested personal day. The member need not disclose the reason for the personal day, except in emergencies when less than two days' notice is provided. No personal days may be taken adjacent to school holidays or vacations, during professional development days or during the last five (5) days of the school year, except with the permission of the immediate supervisor and the approval of the Superintendent. Unused personal days may be accumulated up to a maximum of three (3) days. Unused personal days may be accumulated as sick days, up to the maximum of forty (40) sick days.
- 10.5 For the purposes of calculating the days worked for the accrual of sick or personal days, sick days, approved personal days, and snow days count as days worked.
- 10.6 If a member is absent four (4) or more times during any single four week period, then upon request from the District that person must provide certification from a physician or nurse practitioner confirming the illness of the employee or household family member, or other reliable evidence for the purpose of the absences.
- 10.7 Unit members shall be given a written accounting of their accumulated sick leave at the beginning of each school year.
- 10.8 A member shall not be compensated for accumulated or other sick or personal days upon the permanent or temporary cessation of employment with the District.
- 10.9 Sick Day Bank. That there shall be established, a sick bank to which bargaining unit members may voluntarily contribute one (1) day to fellow members who have exhausted their annual and accumulated sick leave due to extended illness, excluding child rearing leave. Said sick bank to be cooperatively administered by MESSA and the Superintendent of Schools. In order for a member to draw from this sick bank, he/she must make known his/her intent to contribute to the bank by returning the election form to the SAU office within 30 calendar days of receiving the election form.
- 10.9.1 Purpose: The purpose of the sick bank is to provide additional sick days to bargaining unit members who have exhausted earned sick days at a time of serious and prolonged personal illness. Other hardship situations may be brought to the review board for consideration.

10.9.2 Membership:

- 10.9.2.1 Limited to members of the Bargaining Unit.
- 10.9.2.2 Participation is voluntary; however, one must contribute no later than the date for returning the election form as provided above.

10.9.3 Administration: Review Board - The sick bank will be administered by a review board of five (5) members appointed by the Mascenic Education Support Staff Association Executive Board. The MESSA President will serve as an alternate in case of conflict of interest. The President may appoint a designee to take his/her place. The Superintendent of Schools will be notified in advance of the time and place of each meeting of the Review Board and may attend meetings or designate an administrator as his/her representative.

The Review Board may establish procedures for administering the sick bank, which may include different utilization allowances based upon years of service, contributions, etc.

10.9.4 Contributions: Each participating member will contribute one (1) day of his/her earned sick days. Members who have joined the Sick Bank during the previous contractual year shall continue to be members of the Sick Bank and contribute one (1) day to the Sick Bank only on an as needed basis after all members who are new to the Sick Bank have given one (1) day.

- 10.9.4.1 Maximum Sick Bank Balance - Sick days may accumulate to 120 days. Employees who are new to the District may contribute one (1) day in their first year of employment, bringing the total Sick Bank balance above 120 days.
- 10.9.4.2 Minimum Sick Bank Balance - In the event that the sick bank balance is diminished during a school year to 25 days, participating members will be required to contribute an additional day. For an individual member who has exhausted his/her earned sick leave, the requirement to contribute additional day(s) may be waived by the review board with the understanding that a delayed contribution would be made from the following year's sick leave accrual. The Review Board may also request voluntary contributions beyond the required one additional day, provided that any additional contributions must be made from the current year's earned sick leave. The Review Board reserves the right to set a limit on the number of days that such members would be asked to contribute.
- 10.9.4.3 Carryover – Sick Bank days unused in any given year may carryover to subsequent years.

10.9.5 Utilization of Sick Bank Days:

- 10.9.5.1 Request - A member who qualifies under Section 10.10.2, above may apply for a specific withdrawal from the Sick Bank by contacting MESSA President.
- 10.9.5.2 Evidence of Need - The Review Board may require a doctor's note and may request input from school administration.
- 10.9.5.3 Administrative Input - The administration may provide the Review Board with information which it may deem appropriate and helpful to their deliberations.
- 10.9.5.4 Review Board Decision - Decisions of the review board will be honored by the administration as well as by members who apply for withdrawal of sick days.

11. STAFF DEVELOPMENT

11.1 The District will provide staff development opportunities for bargaining unit member during in-service/workshop days. There will be no cost for workshops as described in §7.6, and members will be paid for the actual hours attended.

11.2 Staff Development Pool:

- 11.2.1 Each year the District will make available a "pool" of \$3,000 for bargaining unit members to attend courses, workshops, conferences, or other staff development programs for subjects which are pertinent to the individual member's position in the District, including required course materials. Each member will have a maximum of \$225 per year available to him or her. Distribution is on a "first-come, first-serve" basis. In order to receive reimbursement, the member must receive prior approval for the staff development program, and, when applicable, must receive a Grade of B or better, or a "Pass" if there is no letter grade.
- 11.2.2 Upon prior written request and District approval, each member may be granted paid time off (excluding travel time and expenses) to attend at least one conference or workshop (not offered in the District) scheduled off-site during the school day, provided the conference/workshop is pertinent to such member's position in the District. The District will not unreasonably withhold approval.
- 11.2.3 In the event that the District requires a member to attend a course, class, workshop, program, etc., whether during or outside of school days or regular "in-service" days, the District will pay the cost of such course, class, workshop, program, etc., and the member will be paid for his or her time. The cost of such workshops, courses, etc., will not

count toward the staff development moneys allocated under §11.2.1, above.

- 11.3 The District may also provide courses and other staff development programs after school hours, and free-of-charge to bargaining unit members. Enrollment and participation in such after-hour courses and programs is optional. Participating members will not, however, be paid for their attendance.

12. COMPENSATION

Subject to the terms of this Article 12, unit members shall be paid in accordance with their years of experience and level of training and/or certification required by the position for which they are employed, as set forth on the Wage Schedule at Appendix B. Effective July 1, 2020, current employees will be placed on the Wage Schedule as shown in Appendix B-1, provided that any employee whose placement on the Wage Schedule for 2020-21 results in an increase of less than \$.50 per hour will receive an additional increase such that their hourly rate is increased by \$.50. For 2021-22 and 2022-23, any employee who has been paid at the top step of the schedule for at least one year will receive an increase of \$.50 per hour.

Any employee who is placed in the "Certified/Degree" track as of July 1, 2020 will be eligible to remain in that track for the life of this Agreement. However, in order to remain in that track after June 30, 2023, the employee must obtain either a paraeducator certification or a bachelor's or associates degree.

- 12.1 At the time a person is hired for a membership position, the Superintendent shall review such person's work experience prior to being hired by the District and determine the person's experience level for placement on the Salary Schedule. The person will receive one year of credit for purposes of the schedule for full employment (30 hours per week) for nine months in a related field, including:

Public or private school teaching

Licensed day care centers

Librarian or library assistant

Any position which is the reasonable equivalent of any position included in the recognition clause of this Agreement.

The Superintendent may also approve additional experience as he or she may deem appropriate in his or her sole discretion.

- 12.2 In order to qualify as a year of experience, the member must actually work a minimum of five hundred forty (540) hours during the academic year.
- 12.3 Positions within the bargaining unit are created and maintained on an as needed basis. Consequently, creation or termination of a position may occur at any time.

- 12.4 For budget preparation purposes, when a member desires to be considered for a position on a track more advanced than the member's then current track, the member should provide written application to the Superintendent no later than December 1 of the preceding academic year. Members may apply for such advancement before the actual receipt of any necessary credits, degrees or certifications, but in order for the advance in track to occur, the member must provide certification or other proof of completion no later than July 31 preceding the first day of the school year in which the advancement is to take effect. Notwithstanding the foregoing, the Superintendent may approve advancement to the Certified/Degree track at any point during the then current fiscal year.
- 12.5 Once an employee moves to a more advanced track on the wage schedule, retrograde motion will only occur in the following instances:
- 12.5.1 A para-educator loses his/her certification;
- 12.5.2 A person employed as either a CNA/LPN or a Personal Assistant is assigned to any other position, in which case the employee's placement is determined by whether or not the employee has a paraeducator certification or a bachelor's or associate's degree.
- 12.6 Retirement: A member who has completed ten (10) or more years of employment in the District shall receive \$50 for each year of employment with the District. If a member has given notice at least 7 months before the anticipated retirement date (i.e. notice by November 30, 2004 to retire on June 30, 2005), the District will make the appropriate payment within thirty days of the member's last day of employment. Otherwise, the payment will be made at the discretion of the District, but no later than July 15 of the calendar year immediately following the calendar year of retirement.
- 12.7 Bargaining unit members who have worked in the District longer than ten (10) years will receive a one-time longevity bonus in addition to their salary as follows:
- \$650 in the 11th year,
- \$900 in the 16th year,
- \$1,250 in the 21st year, and
- \$1,500 in the 29th year.
- One-half of each such bonus to be paid in December and one-half to be paid in June.
- 12.8 The District shall make a 403(b) or similar tax deferred program available to bargaining unit members, and shall match 20% of an employee's annual contribution to said account up to a maximum of \$400 per member. The District shall make its contributions payments no later than December 31 of the year in which it receives notice of the employee's own contributions. The District's obligation to make the contribution shall continue even if the employee is no longer employed by the District as of December 31.

13. INSURANCE

13.1 The District agrees to make available to all full-time members of the bargaining unit the following single, two person, and family health insurance plan or comparable plans:

- School Care Open Access + Plan (Red Plan)
- School Care HMO (Green Plan)

The District shall contribute the following percentages towards the School Care Open Access + Plan (Red Plan) at the Single Person rate or the equal dollar amount for the other plans:

For 2020-21 – 84%

For 2021-22 – 83.5%

For 2022-23 – 83%

The Board agrees to deduct the employee's contribution as specified above, prorated over twenty-one (21) pay periods, between September and June each year.

The Board and Association seek to avoid the imposition of an excise tax on high cost employer sponsored health coverage under 26 U.S.C. § 4980. If the Board determines that a plan offered will result in the imposition of such a tax, it shall notify the Association and the parties shall reopen negotiations for the purpose of agreeing upon a substitute plan and providing for the redistribution of any savings realized as a result of offering a substitute plan. The substitute plan will seek to maintain the benefits of the original plan, but both parties recognize that the plan may be diminished for the purpose of tax avoidance. If the parties are unable to agree on a substitute plan, the District and employees enrolled in the plan that triggers the tax shall share the costs of the excise tax equally.

The District shall pay one hundred percent (100%) of the Single Person rate and shall pay seventy-five (75%) of the Two Person or Family Rate towards the annual premium for Delta Dental Insurance, Plan III coverage's A and B with no deductible and coverage's C and D.

13.2 Opt-Out incentive (*replaces current FSA):

Any bargaining unit member currently eligible for health insurance coverage with the District, who does not participate in the District's health insurance plan for the entire year by reason of electing coverage under another health insurance plan (e.g., spouse's plan), shall be eligible to participate in a Flexible Spending Account available for reimbursement of health, dental and child care expenses. The District shall increase the employee's compensation by \$1,250 per year, divided over 21 pay periods, which the employee may contribute towards the FSA, pro-rated for partial year employees.

- The employee shall provide documentation of coverage under another health insurance plan.

- The employee shall also sign a statement attesting to coverage under another health insurance plan and holding the district harmless as a result of the employee's decision.
 - The employee shall certify that the alternative insurance plan is not subsidized insurance under the Affordable Care Act in order to qualify for the opt-out incentive payment.
 - The employee's FSA contribution may be made through a payroll deduction over 21 pay periods.
- 13.3 The District shall pay the cost of providing \$30,000 of term life insurance with accidental death and dismemberment to all employees covered by this Agreement.
- 13.4 The District shall pay the cost of providing long term disability insurance for all employees covered under this agreement. Insurance shall provide 66-2/3% of average monthly salary to a maximum of \$3,500.00 per month with a 90-day waiting period. Benefits shall be payable until normal Social Security retirement entitlement age.
- 13.5 Any member employed as of the end of the academic year shall receive insurance benefits through the summer vacation.

14. MISCELLANEOUS PROVISIONS

Those employees who voluntarily terminate their employment after August 1 of the existing contract year, will be considered to have broken that contract and, as such, will be responsible for a sum equal to 1% of the employee's estimated annual salary should s/he have honored said contract. Payment must be made within 30 days of the last day of the employee's employment with the District. Upon written request to the Superintendent and review by the Board, the Board may waive the penalty in the event of hardship or situations deemed in the best interests of the District to do so.

15. HOURS OF WORK

- 15.1 Employees will be notified of their normal work hours by their supervisor. Excluding changes in building assignments (each building having different hours of operation), employees will be given fifteen (15) days notice of any permanent change in the normal hours of work.
- 15.2 An Employee's hours may be temporarily changed by a supervisor or managerial employee. A temporary change for purposes of this Article is a change of fifteen (15) or fewer consecutive workdays.

- 15.3 Nothing in this Article or in the designation of normal work hours constitutes a guarantee of hours and Employees shall be paid only for actual hours worked.
- 15.4 Employee lunch periods shall be paid.

16. PERSONNEL FILE

- 16.1 The District shall maintain an official personnel file for each employee; which shall include applications for employment, employment agreements, formal evaluations; records of formal disciplinary actions; other documents which the Superintendent or Board deem appropriate; and any other documents required to be kept in the personnel file under the Statutes of the State of New Hampshire.
- 16.2 Any member shall have the right, upon reasonable notice, to review and make copies of any information in his or her personnel file. The District reserves the right to require that any such review be in the presence of, and that any copies are to be made by, a District representative. The member shall have the right to be accompanied by an Association representative. Notice of the request shall be in writing delivered to the Superintendent.
- 16.3 Anonymous or un-attributed material shall not be placed in a personnel file.
- 16.4 The employee shall receive copies of any material to be placed in his/her personnel file, and may attach a response to any such material. Such response must be delivered to the Superintendent within ten (10) days of the member's receipt of the copy of the material placed, or to be placed, in the personnel file. The District need not reply to the employee's response, and the failure of the District to reply shall not be deemed or construed to be an acceptance of or agreement with the employee's response.
- 16.5 It is desirable that the District obtain a signed statement from the member that he or she has received a copy of the material to be placed in his or her personnel file. Such a signed statement shall only constitute evidence of receipt of the material and not as assent to the comments, unless such assent is clearly demonstrated.

17. DISCIPLINE

- 17.1 In the event that an employee is formally disciplined, said employee shall be provided with written notice specifying the reasons for the disciplinary action. Formal disciplinary actions shall be defined as: written warnings or reprimands intended to be placed, or actually placed, in an employee's personnel file; suspensions; reductions in salary track or experience level; probations and/or dismissals.
- 17.2 Formal Discipline will follow the progressive discipline process, including but not limited to written warnings or reprimands, suspensions without pay, reductions in salary track or experience level, probations, and/or dismissals.

Progressive discipline may be imposed out of order depending on the severity of the conduct.

- 17.3 Disciplinary suspensions without pay shall be:
- Reasonable and fair
 - Subject to review pursuant to Step 2 of the Formal Grievance Procedure (appeal to the Superintendent), unless the Superintendent issued the discipline, in which case the appeal may be brought to Step 3.
- 17.4 Disciplinary Dismissals/Terminations shall be:
- Reasonable and fair
 - Subject to review pursuant to Step 3 of the Formal Grievance Procedure (appeal to the School Board).
- 17.5 The Decisions made by the Superintendent and School Board as provided above shall be final and binding (i.e., not eligible for appeal to the next step(s) on the grievance procedure, including arbitration).
- 17.6 Only full-time bargaining unit members shall be eligible for review of disciplinary suspensions without pay and dismissals/terminations as provided above.
- 17.7 Dismissal does not include an administrative leave, a decision not to rehire a current or former employee, or a reassignment or reduction in hours resulting from a reduction in demand for District support staff hours (e.g., child for 1:1 para-educator reduces time in school).
- 17.8 All members have the right to have a member of the Association present during any formal disciplinary conference, hearing etc.

18. MANAGEMENT RIGHTS

The Board shall retain the sole right and authority to operate and direct the affairs of the School District in all its various aspects, subject only to such limitations as are expressly set forth in this Agreement. Among the rights retained, in addition to those enumerated in RSA 273-A:1, IX, are the Board's rights to:

- 18.1 Set standards and service offered to the public;
- 18.2 Direct the working forces;
- 18.3 Plan, direct, control and determine the operations or services to be conducted by the School District or by employees of the School District;
- 18.4 Assign and transfer employees;
- 18.5 Hire, evaluate, promote, or demote employees;

- 18.6 Suspend, discipline or discharge employees;
- 18.7 Relieve employees due to lack of work, funds or other legitimate reasons;
- 18.8 Make and enforce rules and regulations;
- 18.9 Determine days of operation, employees' work schedules and school calendars;
- 18.10 Change methods, equipment or facilities; and
- 18.11 Maintain the efficiency of governmental operations, including the determination of and the right to contract out bargaining unit work as the Board deems in the best interest of the District. The District agrees, however, that it will not contract out bargaining unit work during the term of this Agreement.

19. DURATION

- 19.1 The provisions of this Agreement shall be effective as of July 1, 2020 and continue to remain in full force and effect until June 30, 2023.
- 19.2 The Board agrees to provide the Public Employee Labor Relations Board (PELRB) with a copy of this Agreement within fourteen (14) days of its execution in order to ensure the parties' compliance with PUB 207.02(b).

20. ENTIRE AGREEMENT

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

Therefore, the board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any matter not specifically referred to, or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The foregoing sentence shall not apply to matters which primarily impact a term or condition of employment and which matters were not the subject of negotiation.

For the Mascenic Educational Support Staff Association:

Margaret Monette Date 9/21/20

_____ Date _____

_____ Date _____

_____ Date _____

For the Mascenic Regional School Board:

Stephen Smith Date 9/17/20

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

Grievance Report Form



STEP ONE:

Date Received by Principal

Grievant:

To:

Name of Principal

School

2. MUST BE RECEIVED BY PRINCIPAL WITHIN 20 DAYS OF OCCURRENCE

1. Statement of Grievance. Include the general factual circumstance and state how you believe the Collective Bargaining Agreement has been violated; include: Date of occurrence; personnel involved; and the specific Article and Section of the Collective Bargaining Agreement. (Attach additional sheets if necessary).

3. Relief sought:

(Grievant's Signature)

Date

Answer given by Principal (Attach additional sheets if necessary):

(Principal's or Representative's Signature)

Date

Grievant's response to Principal's answer:

(Grievant's or Representative's Signature)

Date

Grievance Report Form

STEP TWO

Date received by Superintendent _____

Answer given by Superintendent (attach additional sheets if necessary)

(Superintendent's Signature)

Date

Grievant's response to Superintendent's answer – must also include reason Superintendent's decision is at fault:

(Grievant's Signature)

Date

Requesting a hearing from School Board? yes no

STEP THREE

Date received by School Board _____

Schedule for hearing? yes no

If Board rejects hearing, reasons why:

(Board Representative's Signature)

Date

2020-21 Wage Schedule

Step	Para No Cert/Degree	Para Cert/Degree	Personal Asst	CNA/LPN
0	11.95	12.45	\$15.40	\$18.00
1	12.15	12.65	15.60	18.20
2	12.35	12.85	15.80	18.40
3	12.55	13.05	16.00	18.60
4	12.75	13.25	16.20	18.80
5	12.95	13.45	16.40	19.00
6	13.15	13.65	16.60	19.20
7	13.35	13.85	16.80	19.40
8	13.55	14.05	17.00	19.60
9	13.75	14.25	17.20	19.80
10	13.95	14.45	17.40	20.00
11	14.15	14.65	17.60	20.20
12	14.35	14.85	17.80	20.40
13	14.55	15.05	18.00	20.60
14	14.75	15.25	18.20	20.80
15	14.95	15.45	18.40	21.00
16	15.15	15.65	18.60	21.20
17	15.35	15.85	18.80	21.40
18	15.55	16.05	19.00	21.60
19	15.75	16.25	19.20	21.80
20	15.95	16.45	19.40	22.00
21	16.15	16.65	19.60	22.20
22	16.35	16.85	19.80	22.40

2021-22 Wage Schedule

Step	Para No Cert/Degree	Para Cert/Degree	Personal Asst	CNA/LPN
0	12.45	12.95	\$15.90	\$18.50
1	12.65	13.15	16.10	18.70
2	12.85	13.35	16.30	18.90
3	13.05	13.55	16.50	19.10
4	13.25	13.75	16.70	19.30
5	13.45	13.95	16.90	19.50
6	13.65	14.15	17.10	19.70
7	13.85	14.35	17.30	19.90
8	14.05	14.55	17.50	20.10
9	14.25	14.75	17.70	20.30
10	14.45	14.95	17.90	20.50
11	14.65	15.15	18.10	20.70
12	14.85	15.35	18.30	20.90
13	15.05	15.55	18.50	21.10
14	15.25	15.75	18.70	21.30
15	15.45	15.95	18.90	21.50
16	15.65	16.15	19.10	21.70
17	15.85	16.35	19.30	21.90
18	16.05	16.55	19.50	22.10
19	16.25	16.75	19.70	22.30
20	16.45	16.95	19.90	22.50
21	16.65	17.15	20.10	22.70
22	16.85	17.35	20.30	22.90

2022-23 Wage Schedule

Step	Para No Cert/Degree	Para Cert/Degree	Personal Asst	CNA/LPN
0	12.95	13.45	\$16.40	\$19.00
1	13.15	13.65	16.60	19.20
2	13.35	13.85	16.80	19.40
3	13.55	14.05	17.00	19.60
4	13.75	14.25	17.20	19.80
5	13.95	14.45	17.40	20.00
6	14.15	14.65	17.60	20.20
7	14.35	14.85	17.80	20.40
8	14.55	15.05	18.00	20.60
9	14.75	15.25	18.20	20.80
10	14.95	15.45	18.40	21.00
11	15.15	15.65	18.60	21.20
12	15.35	15.85	18.80	21.40
13	15.55	16.05	19.00	21.60
14	15.75	16.25	19.20	21.80
15	15.95	16.45	19.40	22.00
16	16.15	16.65	19.60	22.20
17	16.35	16.85	19.80	22.40
18	16.55	17.05	20.00	22.60
19	16.75	17.25	20.20	22.80
20	16.95	17.45	20.40	23.00
21	17.15	17.65	20.60	23.20
22	17.35	17.85	20.80	23.40