AGREEMENT

BETWEEN

BOW SCHOOL DISTRICT

AND

BOW EDUCATIONAL SUPPORT STAFF

2014 – 2016
(Amended May 19, 2014)

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Bow Educational Support Staff Agreement
2014 - 2016

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AGREEMENT

This Agreement entered into as of July 1, 2014 by and between the Bow School Board, (hereinafter called the "Board", and the Bow Educational Support Staff affiliated with NEA-New Hampshire and the National Education Association, (hereinafter called the "Union" or "Association").

ARTICLE 1

RECOGNITION

1.1 For the purpose of collective bargaining, the Board recognizes the Union as the exclusive representative of all bargaining unit employees employed by the Bow School District. The term "Employee" shall include any individual employed by the Board who is classified as: secretary or assistant, excluding SAU staff.

1.2 **Part-Time Employees**

Employees working less than thirty (30) hours per week on a regular assigned basis shall be considered part-time employees. Part-time employees shall be entitled to the benefits of this Agreement, except they shall not receive any vacation, holiday, or insurance benefits, and all other economic benefits shall be based on pro rata calculations assuming 35 hours equals a full-time week.

ARTICLE 2

SCOPE OF AGREEMENT

2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorities which by law are vested in them, and except as specifically set forth herein, this Agreement shall not constitute a waiver of such powers, discretions and authorities.

ARTICLE 3

PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

3.1 On or about October 1st of the prior year in which this agreement is subject to renegotiations, either party may notify the other of its desire to modify the terms and conditions of this Agreement. Upon such notification, negotiations for a successor Agreement shall be pursuant to the provisions and requirements of RSA 273-A.

3.2 The Board or its designee agrees to supply the Union with such nonconfidential information as is reasonably and timely requested by the Union.

3.3 The costs for the services of mediators and/or fact finders, including per diem expenses, if any, will be shared equally by the Board and the Union.

3.4 A copy of any agreement reached hereunder will be filed by the Board with the PELRB within fourteen (14) days of its execution.

3.5 Any Agreement reached shall be reduced to writing and signed by the Board and Union. The Board shall make a good faith effort to secure the funds necessary to implement said Agreements and shall draft and publicize any warrant which includes an Agreement or fact finder's economic recommendation, including an

Agreement or fact finder's economic recommendation which covers more than one year, in such a manner as to make the duration of **the** Agreement or fact finder's recommendation and its overall economic cost clear to District voters.

3.6 If the cost items in the Agreement are not approved and appropriated as provided in this Article, Section 3.5, then either party may reopen negotiations on all or part of the entire Agreement.

ARTICLE 4

UNION RIGHTS

4.1 The Union will have the right to use school buildings at reasonable times, without cost, for meetings. Notice for the use of buildings will be made to the Principal in advance. Representatives of the Union shall have the right to transact business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

4.2 The Union will, upon request, be given an opportunity at employee meetings to present brief reports and announcements.

4.3 The Union will have the right to post notices of its activities and matters of employee concern in employee work locations and shall have the use of the employee mail box system and intra school mail.

4.4 Upon notification by an employee the Board will deduct Union dues and forward such deduction to the Union's treasurer or the Union's designee. The Board shall be held harmless from any and all claims in connection therewith.

4.5 The Union may use school equipment normally used by employees for Union activities. However, expendable material such as paper products will be at the expense of the Union.

4.6 The Superintendent's office shall send copies of School Board meeting agendas and School Board meeting minutes to the President of the Union when such documents become public documents.

4.7 As long as the Bow Educational Support Staff is certified as the representative of these Bow employees pursuant to RSA 273-A, the rights and privileges set forth in this Agreement shall not be granted to any other bargaining agent.

4.8 The District will provide reasonable notice to the Union the names and addresses of new employees as well as their assignment and salary.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 Except as otherwise limited by this Agreement, or otherwise specifically agreed to in writing between the parties, the Union recognizes that there are functions, powers, authorities and responsibilities exclusively vested in the Board, among which are included, but not limited to, the right to introduce new or improved methods, machinery or personnel; to establish standards of work; to determine the extent to which the Bow School District shall operate and accomplish such work; to assign work to employees; to establish safety and other rules governing the operations of the Bow school system and the conduct of their employees; the right to enforce such rules and to direct the working forces, as the Board may deem appropriate and which are not in conflict with the terms of this Agreement.

ARTICLE 6

EMPLOYEE RIGHTS

6.1 **Rights of Employment**

This Agreement shall be construed and interpreted to be consistent with existing state and federal laws or other applicable regulations as they apply to both the employee and the employer.

6.2 **Employee Discipline**

An administrator may meet with an employee at any time to investigate an incident. The employee may have a Union representative present at any investigatory interview or any meeting where discipline or adverse evaluation may result. No employee will be disciplined without just cause.

6.2.1 **Suspension**

Notwithstanding the foregoing provision of Section 6.2, in the event an employee's conduct, in the exercise of reasonable care by the administration, including an investigation which involves the employee, and except in case of emergency, is determined to constitute a potential danger or threat to the health, safety or welfare of any student or staff, or constitutes a legal liability to the District, the employee may be removed from his or her job responsibilities with pay.

6.2.2 The employee shall be entitled to appeal to the School Board directly any decision taken pursuant to this paragraph and the decision of the School Board shall be immediately subject to the negotiated arbitration procedure. The standard to be used in evaluating the decision of the administration to suspend with pay in this

situation is whether or not there are facts and evidence which would allow a reasonable person under the same circumstances to make the decision to suspend with pay.

6.2.3. An employee returned to work after a suspension under this section, and upon finding no wrong doing, all District files shall be expunged of any material related to the suspension which is adverse to the employee's interests and shall not be used in evaluation. Further disciplinary action, up to and including dismissal or non-renewal, shall be subject to the just cause standard.

6.3 **Non-Discrimination**

The Board and the Union agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, sexual orientation, disability, handicap, age, membership, and/or activity in the Union.

6.4 **Individual Contracts**

Individual contracts shall be issued annually no later than June 1 of each year and shall include at least the following information: the employee's position, track and step, longevity (years/payment if any), hours per day, days per year, total per hour amount and pay period. Job descriptions and employment schedules shall be available at the Superintendent's Office. Any individual contract between the Board and any individual employee, hereafter executed, shall be subject to and

consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement shall be controlling.

6.4.1 **Individual Contracts**

Employees who are not going to be re-employed the following school year shall receive written notice before June 1.

6.5 **Medication**

Unless it's part of an employee's job description and except in cases of emergency, employees shall not be required to administer medication to students unless under the supervision of the school nurse or other duly authorized individual.

6.6.1 **Retirement**

All employees who meet the minimum eligibility for membership in the New Hampshire Retirement System (NHRS) shall be enrolled in the NHRS.

6.6.2 Except for termination with just cause, an employee who leaves the employment with the District after ten (10) years of continuous service shall receive an amount of pay equal to fifty percent (50%) of unused sick time, up to ninety (90) days.

6.7 **Student Discipline**

Except for employees whose job description includes direct relationship to students as to their behavior and conduct, and except where reasonably necessary to protect the safety and welfare of students, the Board shall take reasonable steps to minimize the use of assistants to administer discipline to, supervise discipline

of, or participate in discipline with students who repeatedly violate rules and regulations of the school.

6.8 **Certification or Licensing**

In the event the Board requires currently employed assistants to be certified by the New Hampshire Department of Education, the Board agrees to pay fees associated with the initial certification to the Department of Education.

6.9 **Personal Equipment/Protective Clothing**

Employees shall not be required to use personal equipment on school premises to accomplish job related duties. If any employee is required by the Board to wear a uniform, protective clothing or any type of protective device not part of an employee's regular clothing or apparel, such uniform, protective clothing, or protective device shall be furnished to the employee by the Board.

ARTICLE 7

PERSONNEL MATTERS

7.1 Each existing employee and each new employee shall be made aware of the School District's evaluation plan (see Appendix C). The District shall notify the Union prior to the adoption of any amendments or changes in the existing evaluation plan.

7.2 An employee shall be given a copy of any formal evaluation report prepared by his/her evaluators on or before May 15 and before any conference held to discuss it. If the employee is dissatisfied with this evaluation conference, s/he may request an additional conference. Thereafter, the employee shall sign the report.

Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.

7.3 Verbal or written complaints regarding an employee made to any member of the administration by any parent, student or other person which is to be placed in any personnel file or which may be used to evaluate or discipline an employee shall be promptly investigated. The employee shall be given prompt notice of such complaint and shall be given the opportunity to respond to the complaint. Unsubstantiated complaints shall not be placed in an employee's file.

7.4 The parties agree, subject to the provisions of this Agreement, that evaluation is a supervisory function and employees will be evaluated uniformly and openly.

7.5 Each employee shall be entitled to access to his/her personnel file at any time upon 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 such review.

7.6 The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall be made a part of said employee's file. Reproductions of such material may be made by hand or copying machine, if available.

7.7 No material will be placed in an employee's personnel file without written notification to the employee.

ARTICLE 8

CONDITIONS OF EMPLOYMENT

8.1 **School Calendar/Work Year**

The period of service for employees within this bargaining unit shall be determined by the School District and shall be as follows:

II. General Education Assistant, Media Assistant – 180 to 187 days

III. Special Education Assistant – Up to 187 days

IV. Secretary and Technology Assistant – 180 to 260 days

V. Specialized Individual Student Assistant and Nurse Assistant – 180 to 260 days

VI. Certified/Licensed Assistant – 180 to 187 days (certified occupational therapy assistant, speech assistant, physical therapy assistant, certified education assistant, and other positions within this bargaining unit that require degree, license and/or certification if employee holds required certification)

The District agrees that one of the work days for each category of employee will be designated as an in-service instructional day to allow employees to attend any pre-approved instructional or training conference, including but not limited to, the Annual NEA-NH Instructional Conference. Approval of in-service training days will not be unreasonably withheld.

8.1.1 School term employees, upon request, who agree to work beyond the negotiated contract year, shall be paid at the correct hourly rate of pay.

8.2 **Overtime Pay**

Overtime shall be distributed fairly amongst qualified personnel and compensated as follows:

1. Hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay.
2. Hours worked in excess of an employee's regular shift but less than forty (40) hours per week shall be compensated at the employee's regular rate of pay.

8.2.1 **Compensatory Time**

In the event the employer offers compensatory time off in lieu of overtime payment, the election of compensatory time or pay shall be at the employee's option. Disposition of compensatory time shall be in accordance with the Fair Labor Standards Act.

8.2.2 Paid leave shall count toward hours worked.

8.3 **Job Descriptions**

The Board agrees to maintain, as part of its general policy manual, job descriptions for members of the bargaining unit; said policy manual to be made available to each member of the bargaining unit and any new employee. Whenever the District contemplates any changes in duty assignments and or job description modifications, including new job descriptions, the District will confer with the Association on the planned action.

8.4 **Lunch**

The Board agrees that each employee will have an unpaid uninterrupted, duty-free lunch period of at least thirty (30) minutes in duration. In the event that an employee is required to work during his/her lunch period or part thereof, he/she shall be paid at the appropriate hourly rate. Except in unusual circumstances when so notified, employees may leave the premises during their lunch period but shall let the office know they have left the grounds.

8.5 **Substituting**

Any member of the bargaining unit who is asked to substitute for another employee more than one consecutive day will be compensated at the job classification wage or the substitute's wage, whichever is greater.

8.6 **Professional Development**

The Board will pay the cost of required attendance of courses or workshops, and will pay the tuition costs of job-related workshops or courses which have been pre-approved by the administration up to a maximum of $900 per person each year. The annual cost to the District for the non-required program reimbursement will not exceed $7500. Payment may be made in advance upon thirty (30) days' notice to the business administrator prior to the payment date. In the event the course or workshop is not completed or the employee does not receive a "C" or better grade in a graded program, the District will be reimbursed its costs and may withhold any funds due it from the pay due the employee.

8.6.1 **Required Certification**

In the event the District mandates that employees are required to obtain a degree or its equivalent for certification purposes or other reasons, the District will pay up to an additional $800.00 per year per employee toward the full cost of course work and/or workshops associated with obtaining the newly-required credentials. Said payment shall be subject to administrative approval but shall not be limited by any specific dollar cap.

8.7 **Probationary Period**

The first seventy-five (75) work days of employment shall be considered a trial period to permit the Superintendent to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The probationary period for all new employees shall be seventy-five (75) work days. The Superintendent may discharge any said new employee without such discharge being subject to the grievance and arbitration procedure of this Agreement. All new employees are required to undergo, at Board expense, a physical examination to determine the employee's fitness to perform the work required.

8.7.1 **Work-Related Workshops**

The Board will post notice whenever there are work related workshops offered in the District. Employees may request permission from their Supervisor to attend. If permission is granted for such workshops occurring beyond the contracted time of the employee, the affected employee shall be paid.

8.8 **Perfect Attendance**

An employee having perfect attendance for either the first or the second semester will receive $100. An employee having perfect attendance for both semesters of the school year will receive a total of $250.

ARTICLE 9

RATES OF PAY

9.1 The wage schedule and its application are set forth in Appendix A attached hereto. Employees who have completed nine (9) years of service and are on the top step of the wage schedule will receive longevity stipends. The longevity stipend for such full-time employees shall equal the hourly longevity that the employee received in the previous contract year, or the following amount, whichever is greater:

Completed Years of Service	Annual Longevity Stipend
9-14	**$500**
15-19	**$1,000**
20-24	**$1,500**
25-29	**$2,000**
30+	**$2,500**

Longevity will not be compounded from year-to-year. Longevity stipends shall be prorated for employees who work fewer than 30 hours per week. Hourly longevity will be paid in bi-weekly paychecks; annual longevity stipends shall be paid in two installments, one in December and one in June.

9.2.1 During an employee's first year of employment, his/her step placement on the wage schedule will be as follows. Secretaries and Tech Assistants who were hired before July 1, 2008, will receive one step wage placement credit for each two

years of experience. Secretaries and Tech Assistants who are hired on or after July 1, 2008 will receive one step wage placement credit for each one year of experience. Assistants will be hired at step 6 or below commensurate with experience credit up to six years. Exceptions from the foregoing caps will be allowed if the Superintendent determines that there is an unavailability of qualified candidates or that a candidate should receive credit for special experience. The Superintendent shall notify the president of the Association, or his/her designee, of the reasons for his decision in writing before the start date of the employee whose placement on the wage schedule is made pursuant to this exception.

9.2.2 During an employee's second and subsequent years of employment, his/her step placement on the wage schedule will advance one step from his/her step placement in the previous contract year.

9.3.1 Employees will be offered the option to be paid in twenty-two (22) or twenty-six (26) biweekly installments.

9.3.2 Employees shall receive equal biweekly pay amounts prorated on their annualized wages commensurate with their selection of 22 or 26 biweekly installments. For employees hired before July 1, 2011, the first paycheck of the school year shall be paid on the same date as returning teachers. For employees hired on or after July 1, 2011, the first paycheck of the work year for employees shall be paid no later than the second week of the contract year that is worked by employees.

9.3.3 When an employee's annualized wage is prorated for the purposes of equal biweekly pay installments, it will be done based on the number of contracted days x hours per day x hourly wage and will include longevity, paid holidays, and

differential premium pay where applicable. Such equalized biweekly installments may be altered in those cases where employees have worked overtime or are on leave without pay.

9.3.4 Employees shall not suffer reduction in equalized biweekly pay installments due to school vacations, early release days, late school start or absences due to conditions where administration has closed schools.

9.3.5 In cases of absences due to early release or late start, employees who have lost time are expected to make up lost time through coordination with their immediate supervisor. Employees who work beyond their normal schedule for the purpose of making up lost hours under this Article 9.3.5 shall not be entitled to compensatory time or overtime pay for those hours.

9.3.6 In cases of school closure employees shall suffer no loss of pay for that pay period but shall not receive additional pay for makeup days added to the employees' calendar year.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 **Definition**

A "grievance" is a claim by an employee, a group of employees, or the Union based upon an allegation that there has been a violation of any of the provisions of this Agreement. An "aggrieved employee" is the person or persons making the claim. All time limits specified in this Article shall mean calendar days, excluding holidays and Sundays.

10.2 **Purpose**

The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure.

10.3 **Right to Representation**

An employee covered by this Agreement shall have the right to have a Union representative present at any time.

10.4 **Formal Procedure**

A grievance must be initiated within thirty (30) school days of the date of the event(s) which gives rise to the alleged grievance. The written grievance shall state the specified alleged violation or condition with reference to the Agreement. It shall also set forth names, dates and action requested to correct the grievance.

Level A. Within five (5) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved employee. Within five (5) days following such meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to the Superintendent at Level B within five (5) days of the receipt of an answer given at this level, or, if no answer is given, within ten (10) days of its submission to this level.

Level B. Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then it may be referred to the School Board at Level C within five (5) days of the receipt of an answer given at this level.

Level C. Within twenty (20) days of a grievance being referred to this level, the School Board will conduct a hearing to examine the facts of the grievance. The School Board shall give its answer within five (5) days of any such meeting. If the grievance is not settled at this level the Union has the right to submit the dispute to arbitration and shall so notify the School Board of its intent to do so within ten (10) days from receipt of the answer rendered at this level.

Level D. If the grievance remains unsettled, then the matter may be referred by the Union to arbitration. If the matter is referred to arbitration, the parties shall apply to the American Arbitration Association (AAA), or by mutual agreement, and select an arbitrator to hear the case under the rules and procedures of the AAA service. The scope of the arbitrator's authority shall be limited to interpretation and application of the terms of this Agreement and issues of procedural and substantive arbitrability. He/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall be binding on both parties, provided either party may appeal matters of law to an appropriate court. The parties agree to share equally in all expenses and fees of the arbitrator.

10.5 Time periods specified in this procedure may be extended by mutual agreement.

10.6 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Union to Level B.

10.7 Once a grievance is reduced to writing the Union shall have the right to be present and to present its position at all meetings concerning said grievance, and shall receive a copy of all decisions rendered.

10.7.1 When an employee is not represented by the Union in the processing of a grievance, the administration shall inform the Union at the time the grievance is submitted in writing and of all meetings at any higher level.

10.8 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person or the Union to proceed to the next level.

Failure to initiate or appeal a grievance within the specified time limits (unless extended by mutual agreement) shall be deemed to be an acceptance of the employer's decision and a waiver of the grievance and of any jurisdiction over the grievance by an arbitrator.

10.9 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any grievance(s).

10.10 All documents, communications and records dealing with the processing of a grievance may be filed, but must be filed separately from the personnel files of the participants and shall not be forwarded or referred to in communication with any prospective employer unless it is requested by the employee.

10.11 No monetary claims, such as back wages, fringe benefits, etc., by any employee covered by this Agreement of and by the Union against the Board shall be valid for a period prior to the date that the grievance was first discussed with the employer under the provisions of this Article 10.

10.12 The following matters are excluded from the arbitration provisions of this Agreement:

a. Management prerogatives as set forth in this Agreement and as provided and interpreted under RSA 273-A;

b. School Board action and policy not in conflict with the terms of this Agreement.

ARTICLE 11

LEAVES OF ABSENCE

11.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article and the employer may at its sole discretion extend the leaves set forth herein.

11.2 **Sick Leave**

Sick leave shall be confined to the personal illness or disability of an employee, a member of an employee's household or an immediate family member excluding illness or disability covered by New Hampshire Worker's Compensation Laws. Sick leave for the purpose of treating the illness of a member of an employee's household or immediate family member shall be limited to eight (8) days per year. By October 1st of each year, each employee shall receive from the

Superintendent's Office a report of sick leave stating the number of sick days accumulated as of July 1st of each year.

11.2.1 **Sick Leave Accumulation**

Employees shall be credited with sick leave at the rate of 15 sick days per year - cumulative to a maximum of 100 days.

11.2.2 Newly-hired employees shall earn sick leave at a rate of 1½ days per month until after completion of one full school year of employment.

11.2.3 The Board agrees to establish a sick leave bank for employees covered by this Agreement. The sick bank shall apply to a disability or illness (excluding work connected accident) which causes an employee to be unable to perform his/her contractual obligation for 30 contract days or more. An employee may donate one individual sick day to the sick bank on the first day of each work year. To be eligible to use days from this sick bank, an employee must: (1) have exhausted all of his/her accrued sick leave under Section 11.2; (2) have presented satisfactory evidence that a disability or illness (excluding work connected accident) causes the employee to be unable to perform his/her contractual obligation for 30 contract days or more; (3) not have completed the 90-day waiting period for long-term disability insurance; (4) have received approval of a committee consisting of the Superintendent or his/her designee and the Union president or his/her designee; and (5) have been a member of the sick bank from the beginning of the then school year. Each eligible employee may be granted a maximum of 30 days from the sick bank in each contract year. Up to fifty (50) sick bank days may be carried over to the next year, to a maximum of 200 sick

bank days. The sick leave bank shall not be allowed to carry a negative balance. Once the balance reaches zero (0), granting of sick days shall stop until a positive balance is reestablished. No sick days shall be granted retroactively unless the delay is due to the inability of the sick bank committee to meet.

11.3 **Personal Leave**

Non-probationary employees shall be entitled to a maximum of two (2) paid personal leave days, non-cumulative, in any school year in accordance with the following:

(A) The employee must notify the building principal, in writing, at least three (3) days prior to the taking of such leave stating that such leave is for pressing and unavoidable legal, personal, family or business reasons which cannot be taken care of at a time other than during the regular school day which requires the employee's absence during working hours. Personal leave may be taken in half-day increments.

(B) In the event of an emergency, the employee may follow the normal sick leave procedure for calling in; however, said employee must state in writing, as set forth in paragraph (A) above, the reason for taking such leave upon the employee's return. Additional personal leave may be granted upon written request to the Board.

(C) Personal leave shall not be taken on the day before or the day after a scheduled vacation or on the day before or the day after a federal or state holiday, unless said leave is for an unusual purpose and is approved by the Board or its designee. No more than seven (7) employees shall be granted personal leave for

any one day, unless said leave is for an unusual purpose and is approved by the Board or its designee.

(D) Personal leave shall be granted with the prior approval of the building principal in accordance with the above conditions, unless said conditions are not complied with or have not been met, in which event such leave shall be denied.

11.4 **Jury Duty**

An employee called as a juror will be paid the difference between the fee received for such service and his/her daily wage, based on the employee's regular daily rate.

11.5 **Military Duty**

Military duty leave will be granted as required by the Federal laws as they apply.

11.6 **Bereavement Leave**

Employees shall be entitled to a maximum of four (4) paid days per event of death of immediate family members. Immediate family, as used in this section, shall mean any member of the employee's household, grandparents, parents, siblings, spouse, children of employee, grandchildren, and the same relative of the employee's spouse. Employees shall be entitled to a maximum of one (1) paid day**s** per event of death of non-immediate family members. Non-immediate family member is defined as an aunt, uncle, niece, nephew or first cousin. In extenuating circumstances the Board may grant additional leave under this Section as set forth in Section 1 of this Article.

11.7 **Professional Leave**

Two (2) days per year for pre-approved job related programs. The Board may limit the number of employees to be out on the same day.

11.8 **Union Leave**

The Union shall be allowed to send one (1) member (with pay) to the NEA-New Hampshire Delegate Assembly each year.

11.9 **Child Rearing Leave**

After three (3) years employment with the School District unpaid child rearing leave shall be granted for a period not to exceed one (1) school year to employees for natural or adoptive parenting of a child, provided written application shall be made to the administration not less than sixty (60) days in advance of the requested leave (except in case of emergency). The granting of child rearing leave is conditional upon employee returning to work on the first day of either the first or second semester of a school year that falls within the leave period. (Pregnancy related disability shall be treated as any other disability and covered under the appropriate sections of this Agreement). Child rearing leave shall run concurrently with any leave designated under the Family Medical Leave Act (FMLA).

11.10 **General Provisions**

Leaves for other reasons, paid or not paid, shall be granted at the discretion of the Board.

11.10.1 Professional days not otherwise provided for herein shall be at the sole discretion of the Superintendent or his/her designee.

11.10.2 Leaves of absence may be extended by the Board. All requests for extension or renewals of leave will be applied for and granted in writing. Such requests shall be made prior to March 1st.

11.10.3 All benefits to which an employee was entitled at the time the leave of absence commenced including unused, accrued sick leave will be restored to that employee upon return.

11.10.4 Whenever an employee has worked more than one-half their contracted work year before commencing leave, that employee shall be moved to the next appropriate step on the Wage Schedule.

11.10.5 Any employee on an unpaid leave may opt to continue health benefits under Article 12 of this Agreement. Continuation is contingent upon the individual's advance payment of all premiums to the District.

ARTICLE 12

INSURANCE

12.1 **Health Insurance**

The District agrees to provide hospital-medical insurance coverage, by a provider chosen by the Board, with benefits comparable to, but not less than Matthew Thornton Blue health MTB20 plan. The prescription drug plans provided will include $10/$40/$70 co-pays.

12.1.1 Employees who have previously selected other plans, such as, BC/BS JW, BC/BS Comp 100, BC/BS Blue Choice, and Matthew Thornton Blue shall be entitled to continue such plans. The prescription drug plans provided will include $10/$40/$70 co-pays.

12.1.2 The Board recognizes that health insurance is a twelve (12) month benefit and makes no distinction between school term and year round employees in such insurance policies and monthly benefit payments.

12.1.3 The District will provide all eligible employees with health insurance options as set forth herein and will pay a percentage of the cost of premium of Matthew Thornton Blue **(MTB20RX10/40/70)** or the Lumenos $2500 health plans as follows:

Coverage		**District's Share**
Single	**90%**	**of Single for all eligible employees**
Two Person	**85%**	**of Two-Person for all eligible employees hired before July 1, 1996**
Two Person	**50%**	**of Two-Person for all eligible employees hired after July 1, 1996**
Family	**85%**	**of Family for all eligible employees hired before July 1, 1996**
Family	**50%**	**of Family for all eligible employees hired between July 1, 1996 and June 30, 2002**
Family	**90%**	**of Single for all eligible employees hired after July 1, 2002**

12.1.4 Employees who are not eligible for health insurance benefits shall be permitted to receive the hospital medical insurance plan covering School District employees at no cost to the District.

12.1.5.1 Employees retiring with at least ten (10) years of service to the District shall be permitted to receive the hospital medical insurance plan covering School District employees at no cost to the District until age 65. After age 65, such employees shall be entitled to a District group supplemental insurance plan at no cost to the District.

12.1.6 Eligible employees who waive participation in the District's health insurance plan shall be paid an amount equal to twenty-five percent (25%) of the plan percentage cost for which they would otherwise be eligible, minus any penalty imposed upon the District because the employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act).

12.2 **Dental Insurance**

The District will provide all eligible employees with Dental Insurance options as set forth herein and will pay a percentage of the cost of premium as follows:

Single	**90%**	**for employees hired before July 1, 1996**
Two-person	**50%**	**for employees hired before July 1, 1996**
Family	**30%**	**for employees hired before July 1, 1996**

12.2.1 The Board recognizes that dental insurance is a twelve (12) month benefit and makes no distinction between school term and year round employees in such insurance policies and monthly benefit payments.

12.2.3 Employees who are not eligible for dental insurance benefits shall be permitted to receive the dental insurance plan covering School District employees at no cost to the District.

12.3 **Life Insurance**

Members of the bargaining unit shall be covered with Thirty Thousand Dollars ($30,000) in group term life insurance, the cost of which shall be paid by the District.

12.4 **Long Term Disability Insurance**

Members of the bargaining unit shall receive Long Term Disability Insurance through the District. The District will pay the cost of such coverage.

12.5 The parties agree that the Board shall have the exclusive right to determine life and disability insurance carriers used to provide the benefits set forth in this Article including the right to self insure. However, the Board shall not have the right to diminish any part of the benefits provided herein.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 **Separability Clause**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect unless and until such provisions are changed in negotiations.

13.2 **Printing of Agreement**

Copies of this Agreement shall be posted on the School District's website. Employees may print a copy at the worksite at their discretion. Employees also may request a copy from the SAU office.

13.3 The Union and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Union, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Union sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor shall the Board engage in any form of lockout against employees.

13.4 If and when the New Hampshire Retirement System assessment for 'spiking' (currently codified at RSA 100-A:16, III-a) is actually implemented by the State, then notwithstanding any other provision in this Agreement, the amounts payable to an employee under Sections 6.6.2 and 9.1 will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in July

following the date of retirement, and shall equal the maximum amount that will not result in the School District being assessed by the New Hampshire Retirement System for 'spiking.' The second lump sum payment shall be due and payable at least 121 days after the employee's retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System for 'spiking,' and shall equal the remainder of the amounts payable under Sections 6.6.2 and 9.1 that were not paid in the first lump sum.

ARTICLE 14

NOTICE UNDER AGREEMENT

14.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Bow School Board Chairman directly, or Bow School Board c/o Superintendent of Schools.

14.2 Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the President of the Bow Support Staff Union at the then current address, as then on file with the Superintendent's Office.

ARTICLE 15

VACANCIES, TRANSFERS, AND REASSIGNMENTS

15.1.1 Notices of vacancies for bargaining unit positions and/or other non-certified positions will be posted on the official bulletin board in the school when school is in session, and sent to the President of the Union when school is not in session.

15.1.2 All vacancies shall be posted for ten (10) days except in cases of emergencies involving the needs of special education students. Such notices shall contain the following:

1. date of posting;
2. description of the position (including classification, starting date and rate of pay);
3. location of the work;
4. requirements/qualifications of the position (including hours to be worked);
5. name of the person to whom the application is to be submitted; and
6. the closing date by which time the application must be submitted.

15.2 **Promotions**

In the event of a vacancy, employees from within the bargaining unit who make timely application shall be considered for said vacancy. Among equally qualified applicants, employees from within the bargaining unit shall be given priority. In determining qualifications, the District shall consider the ability to perform the functions of the job description without additional training or accommodation.

15.3 The parties agree that involuntary transfers of employees are to be minimized.

15.4 **Step Movement**

No step movement will occur on the wage scale until an employee has completed their probationary period.

ARTICLE 16

VACATIONS AND HOLIDAYS

16.1 Employees shall receive paid vacation according to the following schedule:

1. <u>Twelve month employees:</u>

1 - 5 years	**10 days**
6 years	**11 days**
7 years	**12 days**
8 years	**13 days**
9 years	**14 days**
10 years	**15 days**
11 years	**16 days**
12 years	**17 Days**
13 years	**18 Days**
14 years	**19 Days**
15 years	**20 Days**

Annual leave shall accrue at the rate of ten (10) days after one full year (e.g., July 1, through June 30) plus one day per service year beyond five years; up to ten additional days for a total of twenty days. Annual leave shall be credited on July 1st of any year for prior years' service. During the first year of this Agreement any employee having worked less than one (1) year for the District will be credited with one year's service toward the accrual of annual leave. Thereafter, service credit shall be applied according to time actually worked, with the following exception:

As of July 1st of any year, those employees who have worked six (6) or more months in excess of a full year shall be credited with an additional year's service.

16.2 Twelve-month employees shall receive the following paid holidays:

Veterans' Day	**4th of July**
Memorial Day	**Labor Day**
Christmas Day	**Thanksgiving Day**
Civil Rights Day	**Day after Thanksgiving**
New Year's Day	**Floating Holiday (may be used only on day that school is not in session for students)**

ARTICLE 17

DURATION OF AGREEMENT

17.1 This Agreement shall commence on July 1, 2014 and shall continue in full force and effect until twelve o'clock midnight June 30, 2016.

Dated at Bow, New Hampshire, on this day: _____
(date)

BOW SCHOOL DISTRICT By: its Board	**BOW SUPPORT STAFF** By:
_____ **Robert Louf, Jr.**	_____ **JoAnn Heath**
_____ **Debra Alfano**	_____ **Robin Richter**
_____ **Dee Treybig**	_____ **Patricia Coburn**
_____ **June Branscom**	_____ **Evelyn H. Judkins**
_____ **Ginger Fraser**	_____ **Janice Younginger**

Appendix A

Wage Schedules

Wage Schedule			2014-15	1.02
Step	**Track 2**	**Track 3**	**Track 4**	**Track 5**	**Track 6**
1	$9.61	$9.73	$16.66	$12.20	$16.37
2	$10.20	$10.31	$17.16	$12.83	$17.24
3	$10.81	$10.92	$17.68	$13.49	$18.15
4	$11.48	$11.58	$18.21	$14.19	$19.11
5	$12.18	$12.28	$18.75	$14.93	$20.12
6	$12.92	$13.02	$19.31	$15.71	$21.20
7	$13.70	$13.80	$19.89	$16.53	$22.32
8	$14.55	$14.63	$20.49	$17.39	$23.49

Track 2 General Ed Assistant, & Media Assistant

Track 3 Special Education Assistant

Track 4 Secretary & Technology Assistant

Track 5 Specialized Individual Student Assistant, Nurse Assistant

Track 6 Certified Licensed COTA, PTA, Speech Assistant, Other Licensed Assistant

Wage Schedule			2015-16	1.02
Step	**Track 2**	**Track 3**	**Track 4**	**Track 5**	**Track 6**
1	$9.80	$9.93	$16.99	$12.44	$16.70
2	$10.40	$10.52	$17.50	$13.09	$17.58
3	$11.03	$11.14	$18.03	$13.76	$18.51
4	$11.70	$11.81	$18.57	$14.47	$19.50
5	$12.42	$12.53	$19.12	$15.23	$20.53
6	$13.18	$13.28	$19.69	$16.02	$21.62
7	$13.97	$14.08	$20.29	$16.86	$22.76
8	$14.84	$14.92	$20.90	$17.74	$23.96

Track 2 General Ed Assistant, & Media Assistant

Track 3 Special Education Assistant

Track 4 Secretary & Technology Assistant

Track 5 Specialized Individual Student Assistant, Nurse Assistant

Track 6 Certified Licensed COTA, PTA, Speech Assistant, Other Licensed Assistant

APPENDIX B
Grievance Report Form

Grievance No: _____School District: _____

To: _____ Complete in Triplicate w/copies to:
Name of Principal

1. Principal
2. Superintendent
3. Union

_____ _____
School Name of Grievant Date Filed

LEVEL A

Date of Grievance _____

1. Statement of Grievance (be sure to include the specific violation with proper reference to the contract agreement):

2. Relief sought:

_____
Signature Date

Answer given by Principal:

_____
Signature Date

Position of Grievant:

_____
Signature Date

LEVEL B

Date received by Superintendent (or designee): _____

Answer given by Superintendent (or designee):

_____

Signature Date

Position of Grievant:

_____

Signature Date

LEVEL C

Date received by School Board: _____

Answer given by School Board:

_____

Signature Date

Position of Grievant:

_____

Signature Date

APPENDIX C

BOW SCHOOL DISTRICT
SUPPORT STAFF EVALUATION

NAME: _____ DATE: _____

POSITION: _____

INPUT PROVIDED BY: _____

QUALITY OF WORK	5	4	3	2	1	COMMENTS
COOPERATION with Administration, Staff, Students & Community						
DEPENDABILITY Reliability and Attentiveness						
INITIATIVE – Seeks out tasks and work						
ORGANIZATIONAL SKILLS						
ATTITUDE						

5 – Superior
4 – Above Average
3 – Average
2 – Below Average
1 – Needs Immediate Improvement

Employee's Comments:

Evaluator's Signature: _____ Date: _____

Employee's Signature:_____ Date: _____

APPENDIX C

BOW SCHOOL DISTRICT
SUPPORT STAFF INPUT FORM

STAFF NAME: _____ DATE: _____

POSITION: _____

INPUT PROVIDED BY: _____

QUALITY OF WORK	5	4	3	2	1	COMMENTS
COOPERATION with Administration, Staff, Students & Community						
DEPENDABILITY Reliability and Attentiveness						
INITIATIVE – Seeks out tasks and work						
ORGANIZATIONAL SKILLS						
ATTITUDE						

5 – Superior
4 – Above Average
3 – Average
2 – Below Average
1 – Needs Immediate Improvement

Comments:

Teacher Signature: _____ Date: _____

APPENDIX D

INDIVIDUAL EMPLOYMENT CONTRACT

BOW SCHOOL DISTRICT
32 White Rock Hill Road
Bow, NH 03304-4219
(603) 224-4728

NOTIFICATION OF EMPLOYMENT
2_____ – 2_____

Date: _____

_____, you are herein notified that SAU #67 agrees to hire you as a(n) _____ from _____, _____ **through June 30**, _____, _____ **hours per day**, _____ **days per year**, at **$**_____ per hour (**Track** ____ **/ Step** _____) plus **$**_____ per hour in longevity pay for a total of **$**_____ per hour, paid bi-weekly in **(22) or (26) (circle one)** installments for hours actually worked and reported.

Said agreement is contingent upon the availability of necessary funding and the continuation of need for the services of this position. Prior authorization must be given for work beyond the normal work schedule. Your immediate supervisor will determine the responsibilities of your position and the hours to be worked.

Please sign both copies of this notification and return it to my office within two weeks. This agreement is expressly understood to be an at-will agreement, and hence may be terminated.

I have reviewed and understand the conditions of employment and the fringe benefits, and accept the above notification of employment.

_____ _____
(EMPLOYEE'S NAME) Date

_____ _____
DR. DEAN S. T. CASCADDEN Date
Superintendent of Schools