

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**PELHAM EDUCATIONAL SUPPORT  
PERSONNEL  
ASSOCIATION (PESPA)**

**AND THE**

**PELHAM SCHOOL BOARD**

**2006-2009**

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PELHAM SCHOOL BOARD'S AGREEMENT WITH  
PELHAM EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

PREAMBLE

The Pelham School District and the Pelham Educational Support Personnel Association, NEA-NH, hereby enter into the following Agreement.

ARTICLE 1 – RECOGNITION

The School Board recognizes the Association as the exclusive bargaining representative of those Pelham School District employees for whom the Association has been certified as the exclusive bargaining representative pursuant to RSA 273-A.

ARTICLE 2 – NEGOTIATION PROCEDURES

2.1 Negotiations for a successor agreement shall be conducted pursuant to NH RSA 273-A, Public Employees Labor Relations Law.

2.2 The Association will notify the District of its intent to negotiate no later than August 1 of the year before the expiration of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District and to suspend, demote, discharge, withhold all wage increases, or take any other disciplinary action against the employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters

not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees, except that the District shall not contract-out for the purpose of laying off the entire bargaining unit; ; and (i) to take actions as may be necessary to carry out the mission of the District in emergencies.

3.2 The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term “law” as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.

3.3 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

#### ARTICLE 4 – GRIEVANCE PROCEDURE

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

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

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

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

4.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her building principal or other designated administrator.

4.4 Formal Procedure:

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

B. Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the superintendent within five (5) calendar days after receipt of the principal's decision or, if none, no later than five (5) calendar days after the deadline for the principal to issue his written decision. The appeal to the superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The superintendent may communicate his/her decision in writing to the employee within twenty (20) calendar days after receipt of the appeal to the superintendent.

C. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Association within five (5) calendar days of receipt of the superintendent's decision or, if none, within five (5) calendar days after the deadline for the superintendent to issue his written decision. If the Association determines that the matter should be arbitrated, it shall so advise the superintendent in writing within ten (10) calendar days of receipt of the grievant's request.

4.5 The following procedure shall be used to secure the services of an arbitrator.

A. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) calendar days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Association and the superintendent rosters of persons qualified to function as an arbitrator.

B. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

C. The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Association.

4.6 The arbitrator's decision shall be advisory only. The arbitrator shall issue his recommendations for settlement of the grievance to the District and the Association within thirty (30) calendar days after close of the arbitrator's hearing.

4.7 After consideration of the arbitrator's advisory recommendations for settlement of a grievance, the School Board may make a decision on the issue and shall so advise the grievant and the Association in writing. If the School Board fails to make a decision on the arbitrator's advisory opinion within thirty (30) calendar days after receipt of it, the School Board's non-action shall be deemed to be a decision rejecting the arbitrator's recommendation and accepting the administration's last decision. The School Board's decision in response to the arbitrator's

advisory recommendations shall be final and binding on the parties.

4.8 The time periods specified in this procedure may be extended by mutual written agreement of the parties.

4.9 An Association representative shall be present with the grievant at all formal steps of the grievance process if requested by the grievant.

#### ARTICLE 5 – DISCIPLINARY PROCEDURES

5.1 All suspensions and discharges shall be in writing and a copy given to the employee at the time of suspension or discharge.

5.2 Disciplinary action normally shall follow this order, but disciplinary action may be taken out of order depending upon the severity of the infraction: verbal warning, written warning, suspension without pay, and discharge.

5.3 Subject to the language of this Agreement, a suspension or discharge of an employee shall rest with the Superintendent or his/her designee.

5.4 All employees shall have the right to review their personnel files upon two (2) business days advance notice to the School Administrative Unit office.

5.5 Nothing that may be used against an employee shall be placed into the personnel file of the employee until the employee is given an opportunity to review it. The employee shall sign it, acknowledging that the opportunity was given, but such signature shall not indicate agreement with it. If an employee declines to sign, an administrator will note on the document that the employee did so. The employee shall have the right to copy material that is in his/her personnel files. An employee who disagrees with the contents of a document in his/her personnel file may submit a written statement of disagreement, which shall be attached to that document.

## ARTICLE 6 – VACANCIES

- 6.1 This Article shall apply and a position shall be considered vacant only when the employee in a position resigns, the District ends the employee's employment, or the District creates a new position.
- 6.2 Notices of bargaining unit vacancies during the school year shall be posted on the official bulletin board in each school. Such notice shall be posted for a period of at least five (5) business days.
- 6.3 The posting shall contain the title of the position, name and location of the school, wage rate, minimum qualifications, name of the person to which the application is to be returned and the date by which the application is to be returned.
- 6.4 Employees who desire to apply for known vacancies shall submit an application, in writing, to the Superintendent of Schools within five (5) business days from the date of the posting.
- 6.5 By September 15<sup>th</sup> of each year, upon written request by the Association, the District shall notify the President/Chairperson of the Association in writing of the name, address, rate of pay, and position of each bargaining unit member.
- 6.6 Qualified bargaining unit employees shall be offered the initial opportunity to fill any vacant bargaining unit position prior to the District contracting out said position. Qualifications are as determined by the District, and the District's determination is not subject to the grievance procedure.
- 6.7 "Business days" for purposes of Article 6 shall mean Mondays through Fridays, excluding legal holidays and school vacations other than summer vacation.

## ARTICLE 7 – LETTER OF AGREEMENT

- 7.1 The District shall provide by July 1 of each year, for continuing employees only, a notice of intent to reemploy, including the expected position, expected rate of pay, expected hours per day, expected days per year, and the expected certification, licensing, degree and other qualifications required for the position. Such notice will specify that the School District may

end the employment of the individual holding that position by providing fourteen (14) days written notice. An employee who wishes to end his or her employment prior to the expiration date of the notice of intent to employ shall provide fourteen (14) days written notice to the School District. The expected days per year set forth in the notice of intent to employ may include up to three (3) in-service days, at the School District's discretion.

7.2 Upon receiving a notice of intent to reemploy, the employee must advise the Superintendent by July 15<sup>th</sup> of his/her intent to return. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

7.3 Once an employee has received a notice of intent to reemploy, should a change be contemplated by the District, the employee shall be consulted prior to any change being made.

7.4 An employee's notice of intent to reemploy shall specify that it will be void if the employee fails to satisfy certification, licensing, degree and other qualifications required for the position.

### ARTICLE 8 – WAGES

8.1.1 Employees shall be paid the following hourly wages for 2006-07:

<u>Prior Years of Service In Pelham School District</u>	<u>Instructional And Library Assistants</u>	<u>Title I Tutors</u>	<u>Instructional Assistant/Nurse</u>
0-2 years	\$11.12	\$15.97	\$32.62
3-6 years	\$12.12	\$15.97	\$33.62
7-10 years	\$13.12	\$16.22	\$34.62
11-13 years	\$14.27	\$16.22	\$35.62
14 or more years	\$15.42	\$16.22	\$36.62

8.1.2 Employees shall be paid the following hourly wages for 2007-08:

<u>Prior Years of Service In Pelham School District</u>	<u>Instructional And Library Assistants</u>	<u>Title I Tutors</u>	<u>Instructional Assistant/Nurse</u>
0-2 years	\$11.42	\$16.27	\$33.32
3-6 years	\$12.42	\$16.27	\$34.32
7-10 years	\$13.42	\$16.52	\$35.32
11-13 years	\$14.57	\$16.52	\$36.32
14 or more years	\$15.72	\$16.52	\$37.32

8.1.3 Employees shall be paid the following hourly wages for 2008-09:

<u>Prior Years of Service In Pelham School District</u>	<u>Instructional And Library Assistants</u>	<u>Title I Tutors</u>	<u>Instructional Assistant/Nurse</u>
0-2 years	\$11.75	\$16.60	\$34.05
3-6 years	\$12.75	\$16.60	\$35.05
7-10 years	\$13.75	\$16.85	\$36.05
11-13 years	\$14.90	\$16.85	\$37.05
14 or more years	\$16.05	\$16.85	\$38.05

8.2 Pay Periods:

8.2.1 The District will abide by NH RSA 275:43-II. Pay periods will be bi-weekly and disbursed in 21 equal installments, except as prescribed herein. Pay periods will be bi-weekly and will be disbursed in either equal school year installments or equal calendar year installments, whichever is elected by the employee, except as prescribed herein. 'Equal school year installments' shall mean 21 equal installments when the student year begins after Labor Day or 22 equal installments when the student year begins before Labor Day. 'Equal calendar year installments' means 26 equal installments.

8.2.2 The last pay day each school year shall be the first regular payroll date after the last day of school.

8.2.3 Employee bi-weekly pay will be calculated by the number of hours assigned multiplied by the rate of pay then multiplied by the number of days employed plus any paid holidays and vacation pay.

8.2.4 The District will monitor the employee's time off, if the employee exceeds her/his number of days then the District will recalculate the remainder of pay.

8.3 The School District shall offer employees an Internal Revenue Service Section 125 Plan.”

8.4 Upon retirement or other voluntary separation from the School District's employment, an employee who has completed twenty (20) years of service to the Pelham School District shall receive reimbursement for accumulated unused sick leave at the employee's per diem rate of pay, up to the following maximums:

<u>Completed Years of Service In the Pelham School District</u>	<u>Maximum Reimbursement</u>
20-25 years	\$2000
26 or more years	\$2500

#### ARTICLE 9 – INSURANCE

9.1 Health Insurance:

9.1.1 The District shall offer all employees the following health insurance options: Blue Cross/Blue Shield Comp 100, Matthew Thornton HMO, or equivalent plans.

9.1.2 For an employee who works 30 or more hours per week, the District shall pay a dollar amount equal to 50 percent of the premium for the Comp 100, single coverage, toward the premium for whichever plan (Comp 100 or HMO) and coverage (single, 2-person or family) the employee selects. All other employees may participate in said insurance plans at their own expense.

ARTICLE 10 – LEAVES

10.1 Sick Leave and Personal Leave:

10.1.1 Employees who work at least 175 days per school year for at least 4 hours per day will receive the following sick leave and personal leave benefits:

0-3 years of service to the Pelham School District      5 sick days/1 personal day

4-6 years of service to the Pelham School District      8 sick days/2 personal days

7 or more years of service to the Pelham School District      11 sick days/3 personal days

10.1.2 Up to twenty (20) days of sick leave may be accumulated and carried over year-to-year. Personal leave may not be accumulated and carried over year-to-year. Employees who participate in a job share that has been approved by the Superintendent and that totals at least 180 days per school year for at least 4 hours per day shall receive prorated sick leave and personal leave under this provision.

10.1.3 Sick leave may be taken for absences due to the employee's personal illness or illness of the employee's spouse, dependent child, or parent.

10.1.4 Personal leave may be taken for personal business and emergencies which cannot be conducted outside school hours. The employee shall provide 48 hours advance notice to the school principal of his/her need to take personal leave, except in cases of emergencies. Personal leave may not be used for recreation. Personal leave may not be taken on days immediately before or after holidays or school vacations for the purpose of extending the holidays or vacations.

10.1.5 Each employee shall receive a bonus equal to one day of pay if the employee does not use any sick or personal leave during either the first or the second semester. Each employee shall receive a bonus equal to an additional day of pay (a total of 3 days of pay) if the employee uses no sick or personal leave during both semesters. Payment of the bonus for the first semester will be made within 4 weeks after the end of that semester, and payment of the bonus for the second semester shall be made by June 30.

10.2 Bereavement leave totaling up to three (3) days per occurrence without loss of pay is permitted for deaths in the employee's immediate family. Immediate family means spouse, children, father, mother, father-in-law, mother-in-law, grandparents, grandchildren and siblings. One day per school year without loss of pay is permitted for death of one person who is not a member of the employee's immediate family. Bereavement leave may not be accumulated and carried over year-to-year.

10.3 Association Leave: The president of the Association or the president's designee shall be granted two (2) days of paid leave per contract year for the purpose of attending conferences and conventions. The president or the designee shall give the building principal two (2) weeks advance notice of his/her intent to utilize such leave. The Association shall reimburse the District for the cost of a substitute for those days.

10.4 If an employee is called as a juror, he/she shall be paid the difference between the fee received for such service and his/her daily rate of pay. In order to receive payment, an employee must give the District prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

10.5 Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the Superintendent. The decision of the Superintendent shall not be subject to the provisions of the grievance procedure.

## ARTICLE 11 – PROFESSIONAL DEVELOPMENT

11.1 For courses and workshops which the District approves in advance, the District agrees to provide reimbursement as follows:

11.1.1 Courses and workshops must be work related and approved in advance by both the building principal and the superintendent.

11.1.2 The reimbursement shall be paid to the employee upon presentation of a certificate of satisfactory completion of the course.

11.1.3 An employee must have been employed for a minimum of one (1) year to be eligible for tuition reimbursement.

11.1.4 Subject to Section 11.2, the District will provide course tuition reimbursement of up to 75 percent of the tuition for two courses per employee per school year.

11.1.5 Subject to Section 11.2, the District will provide workshop tuition reimbursement of up to \$150 per employee per school year.

11.2 In no event shall the District expend more than \$7500 per year for the sum of course tuition plus workshop tuition.”

## ARTICLE 12 – DUES AND DEDUCTIONS

12.1 Upon individual written authorization by an employee who is a member of the Association, the District agrees to deduct from the pay of each such employee the current Association dues, as certified to the District by the Treasurer of the Association. Said deductions shall be made each pay period in which the employee’s paycheck is large enough to satisfy the deduction. The District shall forward the amount so collected to the Association at least once per month.

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

12.3 Employees who are not members of the Association shall be required to pay a fair share fee, not to exceed actual membership dues. This fee will be payroll deducted in accordance with the other provisions in this Article. It is understood that employees who were employed and were non-members at the time the 2003-06 Agreement was signed shall be exempt from payment of this fair share fee.

### ARTICLE 13 – EVALUATIONS

13.1 At a minimum, employees shall be formally evaluated once per school year before May 1. District administrators shall be responsible for issuing employee evaluations and shall be accountable for evaluation conclusions and directives. Teachers and others may provide information and make recommendations, orally and in writing, to administrators concerning the performance, evaluation and employment status of bargaining unit employees. An employee will be given up to two school days after receiving his/her evaluation to request a follow-up appointment to discuss the evaluation further.

13.2 The District shall provide copies of the evaluation form to employees at the beginning of the school year.

13.3 If in the judgment of the administration, deficiencies exist in the performance of an employee, the employee shall be notified.

### ARTICLE 14 – REDUCTION IN FORCE

14.1 The District shall have the authority to determine the number and qualifications of employees.

14.2 In the event the District determines that it is necessary to conduct a layoff, it shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary layoffs.

## ARTICLE 15 – EFFECT OF AGREEMENT

15.1 This Agreement supersedes and renders inapplicable to members of this bargaining unit all prior practices, policies and agreements, whether written or oral, which are inconsistent with the provisions of this Agreement. This Agreement constitutes the complete and entire agreement between the parties.

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

## ARTICLE 16 – DURATION

This Agreement shall be in full force and effect from July 1, 2006 through June 30, 2009.

APPENDIX A – DUES DEDUCTION AUTHORIZATION FORM

The Board and the Association agree to the following for Appendix A:

Voluntary Dues Deduction Authorization

Date: \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize the Pelham School District to deduct my membership dues totaling \$ \_\_\_\_\_ from my paychecks. The deductions shall be divided in equal amounts beginning on \_\_\_\_\_ and transmitted to the Pelham Educational Personnel Association Secretary/Treasurer as prescribed by agreement between the District and the Association. The amount stated above is correct as of the date of this authorization, but may change from time to time as determined by the Association. When such change takes place, you are hereby authorized to deduct the then current amount.

I understand that I am not required to authorize dues deductions from my paychecks, and I certify that I am authorizing such deductions voluntarily.

I understand that this authorization will remain in effect indefinitely until I provide the Pelham School District with written instructions to the contrary or my employment in a bargaining unit position ends.

Signed: \_\_\_\_\_

School District Office Record:

Received by \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

One copy for the Association Secretary/Treasurer

One copy for the Association member

MEMORANDUM OF AGREEMENT

The following instructional assistants will be deemed to have the following years of prior service in the Pelham School District for purposes of placement on the wage schedule:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
1. Phyllis Cate	14 years	15 years	16 years
2. Jane Coleman	14 years	15 years	16 years
3. Christine Gray	10 years	11 years	12 years
4. Marilyn Grenda	10 years	11 years	12 years
5. Amy Ivas	10 years	11 years	12 years
6. Celine King	6 years	7 years	8 years
7. Nancy Lees	10 years	11 years	12 years

MEMORANDUM OF AGREEMENT – HEALTH INSURANCE

For the following employees, the School District shall pay 100 percent of the premium for whichever health insurance plan (Comp 100 or HMO) and coverage (single, 2-person or family) is selected by the employee under Article 9:

1. Lillian Bellisle
2. Marie Cibulski
3. Judith Gadoury
4. Beverly Grue
5. Brenda Hobbs

MEMORANDUM OF AGREEMENT – DENTAL INSURANCE

The School District shall offer Delta Dental Plan 1A to the following employees:

1. Lillian Bellisle
2. Marie Cibulski
3. Beverly Grue
4. Brenda Hobbs

For these employees, the School District shall pay 100 percent of the premium for single coverage and 80 percent of the premium 2-person or family coverage.

## MEMORANDUM OF AGREEMENT – SICK LEAVE

The following employees who formerly were permitted to accrue and carry over sick leave, may continue to utilize the amount of sick leave which each of them had accumulated as of June 30, 2003:

1. Lillian Bellisle
2. Marie Cibulski
3. Margaret Colby
4. Beverly Grue
5. Brenda Hobbs

As the grandfathered sick leave that had accumulated as of June 30, 2003 is used, it shall not be replenished. For example, if one of these employees had accumulated 90 sick days as of June 30, 2003, received 11 sick days for 2003-04 under Section 10.1.1, and used 20 sick days during 2003-04, the amount to be carried over for 2004-05 would be 81 sick days.

## MEMORANDUM OF AGREEMENT – MENTORING STUDY COMMITTEE

A committee shall study the possibility of creating a mentoring program. The committee shall consist of four members appointed by the School Board and four members appointed by the Association. The committee shall make recommendations to the Board and the Association by June 30, 2006. The committee's recommendations shall not be binding upon either the Board or the Association; however, if the Board and the Association reach agreement to establish a mentoring program, the Board and the Association may attach a memorandum of agreement to this collective bargaining agreement which describes the agreed-upon mentoring program.

**WITNESS our hands this 19th day of April, 2006.**

**PELHAM SCHOOL BOARD**

\_\_\_\_\_  
Eleanor Burton

\_\_\_\_\_  
Michael Conrad, Chair

\_\_\_\_\_  
Cindy Kyzer

\_\_\_\_\_  
Linda Mahoney

\_\_\_\_\_  
Bruce Couture

**PELHAM EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

\_\_\_\_\_  
Brenda Hobbs

\_\_\_\_\_  
Deborah Carnazzo

\_\_\_\_\_  
Donna Dailey

\_\_\_\_\_  
Carol Fisher

\_\_\_\_\_  
Judith Gadoury

\_\_\_\_\_  
Jacquelyn Markunas

\_\_\_\_\_  
Phyllis Cate

\_\_\_\_\_  
Jessica Desharnais