

# AGREEMENT

between

AMHERST SCHOOL BOARD

and

AMHERST SUPPORT STAFF ASSOCIATION

JULY 1, 2012

To

JUNE 30, 2015

## **ARTICLE I**

### **AGREEMENT**

- 1.1 This Agreement entered into this the 1<sup>st</sup> of July, 2012 by and between the Amherst School Board, hereinafter called the "Board", and the Amherst Support Staff Association, affiliated with NEA-NH and the National Education Association, hereinafter called the "Association".
- 1.2 This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matter covered herein. However, existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified. The parties agree that during the negotiation which culminated in this Agreement, each party enjoyed and exercised without coercion, intimidation or other limitations, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations, and that the understanding and Agreement derived after the exercise of that right and opportunity are set forth herein.
- 1.3 This Agreement shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

## **ARTICLE II**

### **DEFINITIONS**

- 2.1 SCHOOL: The term "school" is defined as any work location or functional division maintained by the Board where instruction as required by the state is offered to the children enrolled in the Amherst School District.
- 2.2 BOARD: The term "Board" means the Amherst School Board, or any of its agents.
- 2.3 SUPPORT STAFF: The term "Support Staff" means all secretaries, instructional teaching assistants and food service workers of the Amherst School District
- 2.4 Whenever the singular is used in the Agreement, it is to include the plural.
- 2.5 The term "work day/day" shall mean the number of hours worked on a normal workday per the individual contract signed by each support staff member.

- 2.6 “Part time” shall apply to anyone who works less than thirty (30) hours per week in a normal five-day week based upon her/his individual contract.

### **ARTICLE III**

#### **RECOGNITION**

- 3.1 The Board recognizes the Association for the purposes of collective negotiations pursuant to RSA 273:A as the exclusive representative of all secretaries, instructional teaching assistants and non-supervisory food service workers of the Amherst School District, as certified by the New Hampshire Public Employee Labor Relations Board and excludes all other employees.
- 3.2 If any new support staff position (other than a custodial position) is created during the life of this Agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

### **ARTICLE IV**

#### **SCOPE OF AGREEMENT**

- 4.1 The parties understand that the Board and Superintendent may not lawfully delegate powers, discretions and authorities which by law, or State Board of Education regulation are vested in them, and this Agreement shall not be construed so as to limit or impair their respective powers, discretions and authorities. Agreements reached pursuant to Article V hereof, shall not constitute a waiver and shall not be construed in derogation of such powers, duties and authorities. This Agreement covers all matters negotiated between the Board and the Association.
- 4.2 If any provision of this Agreement or any application of the 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.

The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the Amherst School System shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of bargaining unit members, or in the application or administration of the Agreement on the basis of race, creed, color, religion, sex, age, national origin, domicile, marital status, disability, membership and/or activity in the Association.

## **ARTICLE V**

### **PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- 5.1 On or before September 15th of the school year in which this Agreement expires, the Association may notify the Board of its desire to terminate or modify the terms and conditions of this Agreement. Such notification shall be made in writing by certified mail, return receipt requested, and is subject to compliance with Articles III and Article XVII of the contract and RSA 273:A. If proper notice is given, the parties shall no later than September 15th meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and Agreement. During negotiations the committee of the Board and the committee of the Association will present relevant data, exchange points of view and make proposals and counterproposals.
- 5.2 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 by qualified voting members of the Association covered by this Agreement.
- 5.3 The Board and the Association agree that non-confidential information each has in its possession shall be made available to the other as is reasonably requested.
- 5.4 Any Agreement reached shall be reduced to writing and signed by the Board and Association.
- 5.5 Any Agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the cost items in the Agreement have been approved by the Amherst School District Annual Meeting or any Special School District Meeting called for such purpose. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement. If the voters reduce the warrant article containing the support staff salaries and budget, the Board may opt to have the Association return to the bargaining table. It is understood that should the Board exercise its option under this section, the Association shall comply and the entire Agreement shall be subject to renegotiations.
- 5.6 If, after discussion of all negotiable matters, the parties fail to reach an Agreement, either party may declare impasse in writing. The impasse procedure shall be that outlined in RSA 273:A.

## **ARTICLE VI**

### **ASSOCIATION RIGHTS**

- 6.1 The Association will have the right to use school buildings at reasonable times without cost for meetings provided that these meetings do not increase costs to the Amherst School District. Request for the use of buildings will be made to the principal in advance and will be subject to the facility use policies approved by the School Board and in effect at the time of the request.
- 6.2 The Association will, upon request in advance, be given an opportunity to present brief reports and announcements at building faculty meetings.
- 6.3 The Association will, upon request in advance, be given a place on the agenda of the orientation program for all staff provided essential office duties are covered.
- 6.4 The Association will have the right to post notices of its activities and matters of bargaining unit members concern in the staff rooms and shall continue to have the use of the staff mailbox system.
- 6.5 On or before October 15, the Association shall submit to the Superintendent's Office at one time, all dues deduction authorization forms (see Appendix C, statement of authorization of dues for membership in the Association, the NEA-NH and the National Education Association). The Board agrees to deduct these dues from the salaries of bargaining unit members and to forward such deductions to the Association treasurer within five (5) working days of the issuance of payroll checks. Thereafter, the Board shall be held harmless in all claims in connection therewith. Dues deductions shall begin no later than the first pay period in November and end with the twenty-first pay period.
- 6.6 The Association may, with permission from the building principal, use equipment normally used by staff members for Association activities. However, expendable materials will be at the expense of the Association.
- 6.7 Rights granted to the Association under this Article VI shall not in the judgment of the Board, be disruptive or injurious to the Amherst School District, its students, the faculty, or administration, nor in violation of any provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious
- 6.8 Association members will have the right to be contacted at their school by mail or by phone concerning Association business, providing that such contacts cause no interruptions in a staff member's duties.
- 6.9 Bargaining unit members designated as Association representatives to the NEA-NH

Assembly of Delegates, as defined in the NEA-NH Bylaws Article VI, Sections 2B and 2C, shall be granted professional leave to attend the one-day Assembly.

- 6.10 The parties agree to form a joint labor-management committee. The committee shall meet no less than quarterly or on an as-needed basis. Each side will designate at least three (3) representatives from the administration and from the Association. One (1) of the Association representatives shall be an officer of the Association. A proposed agenda will be circulated one (1) week in advance.

The committee will research identified problems and make recommendations for resolution to the administration and the Association. (from side bar on joint labor/management committee)

## **ARTICLE VII**

### **MANAGEMENT RIGHTS**

- 7.1 Except as otherwise provided in this Agreement, the Board reserves to itself, sole and exclusive jurisdiction and authority over matters of policy and retains the unrestricted right to:
- A. Direct and manage all activities of the School District;
  - B. Direct the work of its employees;
  - C. Hire, demote, transfer and assign, terminate and retain employees;
  - D. Maintain the efficiency of school operations;
  - E. Take any action necessary to carry out the mission of the School District;
  - F. Determine the methods, means and personnel by which operations of the School District are to be carried out.

## **ARTICLE VIII**

### **EMPLOYMENT**

- 8.1 **STAFF HEALTH AND SAFETY.**

Should your health ever appear to be a hazard to others or to interfere with the discharge of your responsibilities, the superintendent may require an additional medical examination. Such examinations will be made at no cost to you provided the services of a Board-designated physician are used.

If you are aware of an unsafe condition or unsafe act, it should be reported immediately to a supervisor for action. The supervisor will respond in five working days and will follow up until a final decision or correction is made.

Each employee should know her/his own limitations in doing certain types of functions, such as lifting, driving, carrying, etc. No job function should be performed that is beyond the employee's ability. If there is a possibility of injury, assistance should be requested.

- 8.2 Placement on the salary schedule shall be in accordance with the support staff's total years of experience, highest degree and work classification; however, the credit for prior related experience shall be a maximum of five (5) years. A request to change the classification and/or hourly rate of an existing position may be submitted through the principal to the superintendent. Any change in the classification of any position in this bargaining unit will be done in negotiations with the Association.
- A. Employees shall be placed on the step of the wage schedule in Appendix A that corresponds to their credit for experience in the Amherst School District plus their credit for prior related experience; however, the two head cooks shall be placed two extra steps higher than their experience. The credit for prior related experience shall be a maximum of five years.
  - B. In addition to the wage rate on the schedule in Appendix A, employees who received credit for prior related experience at the rate of \$0.33 per hour during 2008-2009 shall be grandfathered to receive a differential payment of \$0.08 per hour for the same number of years of prior related experience, up to the same maximum of five years.
  - C. In addition to the wage rate on the schedule in Appendix A, employees shall receive education differentials equal to either \$0.33 per hour for an Associate Degree/ paraprofessional certification, or \$0.66 per hour for a Bachelor's Degree.

Support staff compensation components are found in Appendix A.

- 8.3 EMPLOYMENT PROBATION. New support staff members are considered to be on probation for the first 90 workdays.
- 8.4 CONTRACT DAYS AND DEDUCTIONS. The number of days in your contract is comprised of paid work days, vacation days and holidays.

Deductions required by federal and state law and any deductions that the employee and the Board agree upon will be subtracted from the employee's earnings, as will any deductions for absences which exceed allowed leave.

8.5 PAY PERIODS. You will be paid in equal bi-weekly payments. A yearly schedule of pay periods will be posted in the District office. The employment year is the same as the budget year, July 1 through June 30, or a portion thereof. All employees shall be given the option of being paid by direct deposit, but employees who do not opt to be paid by direct deposit shall be paid by paper checks. The hours worked and the paid leave taken shall be documented by timesheets or similar means determined by the School District.

8.6 WORK SCHEDULES. Your daily and weekly work schedule will be determined by your supervisor.

Included in your schedule will be a thirty (30) minute unpaid meal period if you work more than five (5) hours in any day; except if it is feasible and the employee prefers to eat during the performance of her/his work, and your supervisor approves.

8.7 OVERTIME. Overtime work may be required from time to time. All overtime work in excess of an employee's normal workweek must be approved in advance by the employee's supervisor.

Any duties assigned by an employee's supervisor that involve hours beyond the regular schedule will be compensated at the hourly rates shown below unless the employee and the employee's supervisor agree to compensatory time. Compensatory time, if elected by the employee, shall be at the rate of one and one half (1.5) hours for each hour worked in excess of forty (40) and at the rate of two (2.0) hours for each hour worked on Sundays.

Up to and including 40 hours per week:	Hourly rate
More than 40 hours per week and Saturdays:	Hourly rate times 1.5
Sundays:	Hourly rate times 2.0

Hours paid for sick leave, bereavement leave, or vacation leave will not be counted in determining total hours worked during the week for the purpose of computing overtime pay.

8.8 SCHOOL CANCELLATION/DELAYED OPENING/EARLY DISMISSAL. If schools are delayed in opening or are closed due to stormy weather or some other emergency and yet the day qualifies as a legal school day, employees will be paid for the entire day. If school is canceled before the school day begins, or if dismissal occurs before the day qualifies as one of the student days of required attendance, employees will be paid only for the hours worked. You will be expected to work on the day the canceled day is made up. Secretaries are expected to report to work unless notified by the superintendent or designee that school has been shut down completely. Employees will be expected to work on the day the canceled day is made up.

8.9 SUPERVISORY COVERAGE. During the operation of school, each building shall be



under the supervision of an administrative employee or her/his designee and administrative decisions shall not be required of support staff. In the event of an emergency that requires immediate action (such as fire alarm signal, unexplained smoke, possible gas leak, bomb threat, or child requiring immediate medical attention) where time is of the essence and supervisory personnel are momentarily unavailable the support staff shall (1) take the necessary action (i.e., call fire department, call parents or ambulance, etc.) and (2) inform supervisory personnel of the emergency and action taken as soon as a proper person can be reached. The Board shall defend such an employee and hold her/him harmless from any litigation arising from such a decision under emergency conditions provided the support staff employee has not acted negligently.

- 8.10 Management will give new employees a copy of the benefits package.
- 8.11 An employee may have a member of the Association present when being warned or disciplined for any serious infraction of rules or delinquency in performance. The administration shall inform the employee in advance if the meeting is to be disciplinary in nature.
- 8.12 The current practice when a 1:1 assistant cannot travel with a child is that someone else will switch with her/him for those days. If that is not possible, then someone will be hired to travel with the child. If the 1:1 assistant who is unable to attend is unable or uncomfortable finding a replacement, the principal will find a replacement. The 1:1 assistant who is unable to attend the event will work in the school doing other work for the days the child is gone.
- 8.13 A member of the bargaining unit who is authorized to present a lesson will be compensated at the rate of \$2.75 per hour for each such presentation. Prior written approval from the principal is needed in order to receive compensation under this article.
- 8.14 Employees shall receive notice of assignment for the following year no later than June 1. Employees are subject to termination with two (2) weeks prior written notice.
- 8.15 Any employee covered by this agreement who previously worked in another district within SAU 39 will be allowed to transfer any accumulated sick days, and will be given full credit for service on the wage schedule subject to the five year maximum of credit for prior related experience under Section 8.2, when hired by the Amherst School District.

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

- 9.1 **LEAVES OF ABSENCE: GENERAL PROVISIONS.** The number of days of leave will be prorated for part-time employees. For each day of unapproved absence, employees will lose a full day's pay. For each day of absence in excess of allowable benefits, approved in advance by your supervisor, employees will lose a full day's pay.

- 9.2 **SICK LEAVE.** Employees shall accrue annual sick leave at the rate of one (1) hour for each 12.7 hours contracted. Such leave not used in the year of service shall be accumulated for use in subsequent years up to a total accumulation of the equivalent of 110 times the number of hours the employee is contracted to work in a day plus the hours advanced in the current school year. Absence for the employee's own illness, disability, quarantine or disability caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery therefrom, shall be charged against sick leave, as well as sickness in the immediate family and/or household if the employee so desires. Essential treatments, examinations for diagnostic purposes, and other absences definitely related to an employee's health shall be allowed as sick leave when such treatment or examinations must be made during the school time. If an employee is absent for a period in excess of the accrued sick leave, and if they are a member of the Sick Leave Bank they may apply to the Sick Leave Bank, for any additional salary consideration. An employee may be required to furnish satisfactory medical proof of illness or disability. An employee whose illness may reasonably be expected to extend for one month or longer must notify the superintendent in writing as soon as the estimated duration of the absence is reasonably known. Sick leave will be taken by the hour. Notwithstanding the reference to unpaid leave in Section 9.5, an employee may use up to eight (8) weeks of accumulated sick leave for the purpose of caring for a newly adopted child.
- 9.3 **SICK LEAVE BANK.** The Support Staff Sick Leave Bank is established to provide protection for a support staff member in the event s/he must be absent from school for a period of time which exceeds that individual's accumulated sick leave. The absence for which Sick Leave Bank days are requested must be the result of true hardship, and must be of such a nature that absence from school is unavoidable. An enrolled employee may apply to draw up to 60 days from the Bank, or up to the number of days needed until eligible to receive disability insurance, whichever is less. The number of days deposited in the Sick Leave Bank will carry from year to year. The Office of the Superintendent administers the bookkeeping of the Sick Leave Bank.

Building representatives from each school will distribute Sick Leave Bank forms during September to the Support Staff who are not members of the Sick Leave Bank. Membership for enrolled members shall automatically continue from year to year. Members wishing to leave the Sick Leave Bank must indicate such by notifying the assistant superintendent of schools in writing by September 15<sup>th</sup> of a new school year. The assistant superintendent shall notify the Sick Leave Bank Committee of any changes to the Sick Leave Bank roster by September 30<sup>th</sup> of each year.

By September 15<sup>th</sup> of each year, support staff wishing to participate in the Sick Leave Bank must indicate by their signature their willingness to: (1) donate the number of hours worked in one day from accumulated sick leave upon initial enrollment in the bank; and (2) to donate additional hours worked in one day from their accumulated sick leave each time the total number of hours in the bank falls below the total number of participating support staff times the number of hours each works in a day. However, when an individual using the sick leave bank is expected to go on long-term disability (LTD), the

hours used shall be computed as one-third hours. This reflects the fact that, upon payment by the LTD provided, the district returns two-thirds of the hours to the Sick Leave Bank. Employees new to the District may enroll in the Bank within twenty (20) school days after employment is approved by the Board.

Additional hours beyond the original donation need not be donated until the total number of hours in the Sick Leave Bank falls below the minimum. However, support staff who indicate they are in their retiring year shall not be assessed additional hours when the total in the Sick Leave Bank falls below the minimum. An individual resigning, retiring, or choosing not to renew membership shall not be able to withdraw previously contributed days.

All requests for use of the Sick Leave Bank must be submitted in writing to the Chairman of the Sick Bank Committee, and should be supported by a written statement from the support staff member's physician or other appropriate professional. All requests will be kept confidential. The Committee which oversees the Sick Leave Bank shall have the option to request additional information from the applicant, or to deny the request in the event that the information from the applicant is insufficient, to make an informed decision. The Committee shall render a written decision within 10 school days, and shall inform the Superintendent's Office and the applicant. In the event that the request is denied, the applicant may appeal to the assistant superintendent of schools.

Applications to the Support Staff sick bank shall be administered by the Association.

- 9.4 BEREAVEMENT LEAVE. Up to three (3) days bereavement leave during the year shall be granted, with pay, should you request such leave for each occurrence of a death in your immediate family. "Immediate family" shall mean spouse, son, daughter, son-in-law, daughter-in-law, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, any person living in the household of the employee or other close relative or friend. The preceding list includes step-relatives of the same degree. Additional days may be granted at the discretion of the superintendent. Unused bereavement leave may not be carried over to the succeeding school years.
- 9.5 PERSONAL LEAVE. Up to three days personal leave during each year may be granted, with pay, to employees who request such leave to conduct urgent and compelling matters which cannot be accomplished at any other time. Requests shall be submitted whenever possible, in writing, to the principal at least one week in advance. Such requests will not require the employee to indicate the reason if it is of a private or personal nature. Personal leave shall not be used to extend vacation or holiday periods. Unused personal leave may not be carried over to the succeeding year.
- 9.6 UNPAID LEAVE. Upon written application to the Superintendent, the Board may grant requests for extended leaves of absence up to one year, without pay or benefits. To be eligible for such leave the employee must have worked in the Amherst School District a minimum of three years. Extensions, renewals, or modifications of leaves may be

granted upon the staff member's written request to the superintendent and the superintendent's recommendation to the Board and subsequent Board approval.

Any unpaid leave granted to an employee shall conform to all applicable provisions of the Family and Medical Leave Policy.

The Board may grant an employee's request to extend unpaid leave under FMLA up to one year; in this case, however, the Board's contribution to the employee's health premium is limited to the first 12 weeks.

Upon agreement of the insurance carrier, any employee who is on authorized unpaid leave beyond the period covered by the Family Medical Leave Act is permitted to continue health, dental, and life insurance benefits provided by the District at the employee's request and sole expense.

All benefits to which the employee was entitled at the time the leave of absence commenced and which are currently in effect for employees, including unused accumulated sick leave, shall be restored to the employee upon return. Leaves of absence for other reasons, or for more than one year, may be granted at the sole discretion of the Board.

- 9.7 VACATION LEAVE. An employee receives no vacation leave if s/he is contracted to work 215 days or less; however, an employee who received vacation leave during the 2011-12 contract year, or a current employee who changes positions, will be grandfathered to receive the following vacation days if s/he is contracted to work 191 to 214 days:

<u>Years of service in SAU 39</u>	(191-214 workdays)	<u>Vacation Days</u>
Less than 1 year of service		5
1 to 10 years of service		10
11 or more years of service		15

An employee is entitled to the following vacation days if s/he is contracted to work 215 to the maximum 245 days:

<u>Years of Service in SAU 39</u>	(215-245 workdays)	<u>Vacation Days</u>
Less than 1 year of service		5
1 to 5 years of service		10
6 to 10 years of service		15
11 or more years of service		20

Vacation days may not be used on days that school is in session for students unless approved by the Superintendent or his/her designee. Vacation days not used during the contract year or by the immediately following date of August 31 will be forfeited.

- 9.8 **PAID HOLIDAYS.** You will receive five (5) paid holidays if you are contracted to work at least one hundred eighty-five (185) days. If you are contracted to work less than one hundred eighty-five (185) days, you will receive paid holidays based on the ratio of the number of days contracted to work divided by one hundred eighty-five (185). This ratio is then multiplied by five (5).

Employees whose contract calls for them to work one hundred ninety-one (191) days or more, will be paid for those holidays which fall within the beginning and ending dates of their contract. Holiday dates vary year to year and will be announced by the superintendent at the beginning of the fiscal year.

- 9.9 **PROFESSIONAL LEAVE.** Each staff member may be granted professional days upon approval of their building administrator.

## **ARTICLE X**

### **FRINGE BENEFITS**

- 10.1 **GENERAL PROVISIONS.** These general provisions apply to health, dental, life and long term disability insurance; also sick day compensation and early retirement.

An employee must work at least thirty (30) hours per week during her/his contract period to be eligible for any of the insurance benefits included in this section. In addition, an employee must meet the minimum work hour requirements established by the insurance plan in which s/he wishes to participate. The School District will not request insurers to raise the minimum work hour requirements in their insurance plans.

The difference between the Board's maximum contribution and the actual cost to the Board to provide the coverage selected by the employee will be payroll deducted.

The Board will sponsor a Premium Conversion Program under Section 125 of the Internal Revenue Code by which you pay your health care premium contributions on a pre-tax basis. This means that the amount of copayment will be deducted from your pay before federal, social security and most state taxes are determined. This will lower your compensation for tax purposes, thereby increasing take-home pay.

An employee on authorized unpaid leave, may continue health, dental, and life insurance benefits provided by the Board at the employee's sole expense, on condition that s/he remit the full monthly insurance premium by check, payable to the Amherst School District, to the Superintendent's Office, no later than the 25th day of the month preceding the month the premium is due. In the event the employee fails to remit the premiums due, the benefits provided by the Board shall terminate immediately without further notice to the employee and s/he may not be re-enrolled in the group insurance plan for which the premiums were being paid until s/he returns to active employment.

When an employee terminates employment with the district, s/he may continue health and dental insurance benefits, at her/his sole expense, under the provision of federal COBRA law and procedures established by the superintendent's office.

- 10.2 During the term of this Agreement the Board shall provide upon the employee's request the benefits of an individual, two-person or family medical plan, for one of the following:
- (A) The Matthew Thornton Health Plan;
  - (B) Blue Cross POS (Two-tier) Plan;
  - (C) Health Savings Account Plan.

The Board shall contribute to the plan set forth above chosen by the employee a sum equal to 88% of the premium for that plan.

- 10.3 An employee who is eligible for health insurance but elects not to enroll, and works her/his full contract, and provides documentation that she/he has obtained alternate insurance that is not subsidized (e.g., is not subsidized through the Patient Protection and Affordable Care Act), will be paid one thousand dollars (\$1000) minus any penalty imposed on the District because the employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act). A prorated amount will be returned to the District in the event the employee begins to work less than thirty (30) hours a week or through a qualifying event, need to enroll in the District Plan.
- 10.4 The Board values the contribution of its part-time employees. Therefore, employees who work between twenty-five (25) and thirty (30) hours per week in permanent positions will be eligible for health insurance partially funded by the District. The District will contribute based on the following schedule:

- Works twenty-five (25) hours/week – District will contribute fifty per cent (50%) of the District portion
- Works twenty-six (26) hours/week – District will contribute sixty per cent (60%) of the District portion
- Works twenty-seven (27) hours/week – District will contribute seventy per cent (70%) of the District portion
- Works twenty-eight (28) hours/week – District will contribute eighty per cent (80%) of the District portion
- Works twenty-nine (29) hours/week – District will contribute ninety per cent (90%) of the District portion.

Employees in permanent positions who work less than twenty-five (25) hours per week will be allowed to participate in a District health plan solely at their own expense. Permanent is defined as a budgeted position expected to continue for more than a year. In addition, an employee must meet the minimum work hour requirements established by

the health plan s/he wishes to join. Payment for the employee share of health insurance will be made through a payroll deduction.

- 10.5 The group health insurance of any member of the bargaining unit terminating employment with the District for whatever reason – resignation, retirement, lay-off, discharge or unpaid leave of absence – shall expire on the last day of the month following the month the employee terminates employment with the District except that the group health insurance of employees terminating their employment with the District at the conclusion of the school year shall expire on August 31 unless the employee elects to transfer or terminate such insurance sooner or accepts another position.

- 10.6 DENTAL INSURANCE. The Board will provide, upon request of an eligible employee the benefit of an individual, two-person or family dental plan, as follows: The Delta Dental 6E or generally comparable plan coverage A (100%); B (100%); C (50%); D (50% - \$1500).

An eligible employee, may select single, two-person or family coverage and the Board will pay a sum equal to one hundred per cent (100%) of the premiums charged for single membership, ninety per cent (90%) of the premiums charged for two-person and eighty per cent (80%) of the premiums charged for family membership.

- 10.7 The Board values the contribution of its part-time employees. Therefore, employees who work between twenty-five (25) and thirty (30) hours per week in permanent positions will be eligible for dental insurance partially funded by the District. The District will contribute based on the following schedule:

- Works twenty-five (25) hours/week – District will contribute fifty per cent (50%) of the District portion
- Works twenty-six (26) hours/week – District will contribute sixty per cent (60%) of the District portion
- Works twenty-seven (27) hours/week – District will contribute seventy per cent (70%) of the District portion
- Works twenty-eight (28) hours/week – District will contribute eighty per cent (80%) of the District portion
- Works twenty-nine (29) hours/week – District will contribute ninety per cent (90%) of the District portion.

Employees in permanent positions who work less than twenty-five (25) hours per week will be allowed to participate in a District dental plan solely at their own expense. Permanent is defined as a budgeted position expected to continue for more than a year. In addition, an employee must meet the minimum work hour requirements established by the dental plan s/he wishes to join. Payment for the employee share of dental insurance will be made through a payroll deduction.

- 10.8 LIFE INSURANCE. The Board will pay the full premium for \$50,000 term life insurance with accidental death and dismemberment. At time of termination of

employment, you may convert your insurance policy at your own expense according to policies established by the insurance carrier. An employee must work at least thirty (30) hours per week during her/his contract period to be eligible for any of the insurance benefits included in this section. In addition, an employee must meet the minimum work hour requirements established by the insurer.

10.9 LONG TERM DISABILITY. The Board will pay one hundred per cent (100%) of the premium for a Long Term Disability Plan, as follows: The Plan shall cover sixty-six and two-thirds per cent (66 2/3%) of your monthly salary, less customary offsets, to a maximum monthly benefit of five thousand dollars (\$5,000). The elimination period shall be ninety (90) consecutive calendar days. Sick leave can be accrued up to one hundred ten (110) workdays to provide the primary layer of disability coverage. Sick leave, if available, may be utilized before Long Term Disability insurance becomes effective. An employee must work at least thirty (30) hours per week during her/his contract period to be eligible for any of the insurance benefits included in this section. In addition, an employee must meet the minimum work hour requirements established by the insurer.

10.10 SICK DAY COMPENSATION. Whenever an employee with ten (10) or more years of service in the Amherst School District terminates employment with the District, the employee or her/his survivors shall be compensated for all accumulated sick hours. Such compensation shall be equal to thirty per cent (30%) of the employee's current per hour rate. If the District has been notified of the impending resignation in time for it to be in the prior year's budget such compensation shall be paid within thirty (30) days of their last day of employment. Otherwise this compensation will occur during July following the retirement.

10.11 EARLY RETIREMENT.

A. An employee shall be eligible for early retirement if:

1. On June 30, final work day of the year, the employee will be at least 55 years of age; and
2. As of the end of the year preceding early retirement the employee has completed the equivalent of at least 12 years of full-time service at Amherst; and
3. On or before January 1 of the year preceding early retirement, the employee submits request to the board to be considered for early retirement.

B. The board shall consider all requests for early retirement and shall grant up to three (3) such requests per year. If the board receives more than three (3) requests for early retirement to commence in any given year, it shall determine those who receive early retirement as follows:

1. First by age of the eligible employees as of June 30 of the last service year, the older employee being given preference;



2. Should there be a tie, next by length of full-time service at Amherst.

The Board, at its discretion, may approve additional applicants beyond the number provided above, and/or extend the deadline for application beyond the date above.

- C. The Board shall postmark notification to applicants whether or not early retirement has been granted by April 15 of the year preceding early retirement. Each applicant shall have twenty-five (25) school days from the date notification is received to accept early retirement and submit a signed statement of retirement to the superintendent of schools. A statement of retirement shall be treated as a voluntary termination and the employee shall have no right to continue working in the district after that date. However, the employee may apply to be reinstated, and the board shall grant reinstatement if that request is forwarded to the board by January 1st of the retiring year, provided the employee includes as part of such application a signed, dated agreement and authorization for the district to deduct from salary the full amount paid to the employee under section E.1 of this Article.
- D. Eligible employees requesting but not receiving early retirement shall be given first consideration in the next year in accordance with the criteria in section B above. An employee who applies for and is granted early retirement, but decides not to take it, shall not receive preferential consideration in the next year.
- E. The early retirement shall include:
  1. A single cash payment of \$3,000 by the end of the school year preceding early retirement
  2. An additional amount in salary during the final year of service as follows:

Age on July 1 of Final Year of Service		Salary Benefit
<u>At least</u>	55	\$5000
  3. A retirement payment in the amount of \$1000 each year for five (5) years following retirement; said \$1000 to be paid to the retired employee or named beneficiary no later than thirty (30) days after the district receives a request for payment.

- 10.12 **WORKERS' COMPENSATION.** In the event that an employee is injured and is collecting workers' compensation insurance, the District will pay the difference between any dollar benefits received under Workers' Compensation and the employee's regular salary for absences up to the total of accumulated sick leave days.
- 10.13 Notwithstanding any other provisions in this Agreement, the amounts otherwise payable to an employee under this Agreement shall be delayed until at least 120 days after the employee's retirement in such amount as is necessary to prevent the School District from

being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a.

## **ARTICLE XI**

### **STAFF DEVELOPMENT**

- 11.1 Support staff employees are encouraged to complete a minimum of 25 hours of approved staff development activity in each three year period in accordance with the District Staff Development Master Plan. Employees will be reimbursed for approved staff development activities. This reimbursement is subject to the availability of funds.
- 11.2 The District agrees to budget \$12,000 for 2012-13 for workshop fees and college tuition costs incurred by members of this bargaining unit. If all budgeted funds are entirely expended in 2011-12, then the amount budgeted in 2013-14 will be increased by 5% to \$12,600. If budgeted funds are not entirely expended in 2011-12, then the amount budgeted in 2013-14 will be decreased by 5% to \$11,400. For each year of the Agreement the amount budgeted will be increased or decreased by 5% depending upon whether the amount budgeted in the last prior year ended was entirely expended. Each member of the bargaining unit will be entitled to up to three hundred dollars (\$300) for reimbursement of registration fees incurred in attending workshops, conferences, etc. and up to the cost of an undergraduate course at the University of New Hampshire incurred in attending a credit course approved in advance by the Superintendent. If funds are available for this account as of June 30, the excess will be divided proportionately among bargaining unit members who have un-reimbursed workshop fees (pre-approved), tuition costs (pre-approved), or mileage expenses incurred while traveling to and from pre-approved workshops and/or conferences; however, in no event shall any bargaining unit member be reimbursed for more than \$2500 in any contract year.
- 11.3 Management will provide staff development opportunities for secretaries and instructional teaching assistants during in-service days.

## **ARTICLE XII**

### **RETIREMENT**

- 12.1 **RETIREMENT PLANNING INCENTIVE.** The Board agrees to contribute an amount equal to a bargaining unit member's contribution to a payroll-deducted tax sheltered annuity, not to exceed two hundred fifty dollars (\$250) per year. A bargaining unit member who presently has a tax-sheltered annuity payroll-deducted by the District may continue with that same plan; however, a new enrollee shall choose from the District plan.

## **ARTICLE XIII**

### **VACANCIES**

- 13.1 A notice of vacancy will be posted in each of the schools in the District five working days prior to publicly soliciting applicants for a vacant position. Copies of said posting will be sent to the Association president at the same time as the posting.

## **ARTICLE XIV**

### **TERMINATION**

- 14.1 Termination of an individual agreement is subject to a two-week written notice by the employee or by the Superintendent. If employment is terminated through dismissal for cause, employees will forfeit all accrued rights and privileges including leave entitlement. During the probationary period, the two-week notice does not apply.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE**

- 15.1 The parties to this contract, recognizing that honest differences do arise and that fair and peaceful resolution of such differences are in the best interest of both parties, set forth the following procedures to be used by bargaining unit members to resolve grievances.
- 15.2 Definition: A "grievance" means an alleged violation, misinterpretation or misapplication of any term(s) of this Agreement. A "grievant" is the bargaining unit member or members making the claim. Any time limits specified in this Article shall mean school days, except under section 9 of the Article.
- 15.3 Right of Representation: A Support Staff member has the right to have a representative of choice present when processing a grievance.
- 15.4 Informal Procedure: The parties acknowledge that it is more desirable for a bargaining unit member and the 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 grievance procedure.
- 15.5 Formal Procedure: The grievance shall state the specific alleged violation of the Agreement as defined in 15.2. It shall also set forth names, dates and any other related facts which will provide a sound basis for a complete understanding of the grievance. Refer to form in Appendix B.

Level A. Within seven (7) days of receipt of a formal grievance, the building principal shall meet with the grievant. Within seven (7) days following any such meeting, the principal shall give a decision in writing to the grievant and the Association. If the grievance is not settled at this level, then it may be referred by the Association to Level B within eight (8) days of the receipt of an answer at this level.

Level B. Within seven (7) 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 an answer, in writing, within seven (7) days of any such meeting to the grievant and the Association. If the grievance is not settled at this level, then within eight (8) days from the receipt of the answer rendered at this level, the grievance may be referred to Level C by the Association. The grievance will be heard in nonpublic session if it meets the conditions set forth in RSA 91:A.

Level C. Within fourteen (14) days of a grievance being referred to this level, the Board will meet with the grievant for the purpose of resolving the grievance. The Board's decision shall be rendered in writing to the grievant and the Association with the reasons thereof within seven (7) days of the meeting. If the grievance is not settled at this level, then within eight (8) days from the receipt of the answer rendered at this level, the grievance may be referred to Level D by the Association.

Level D. If the grievance remains unsettled, then the matter may be referred by the Association to binding arbitration. When the matter is referred to binding arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures for obtaining the service. Neither the Board nor the Association shall be permitted to introduce into such arbitration proceeding any evidence not previously disclosed to the other party. The best efforts of the arbitrator shall be used to arbitrate the grievance, but s/he shall have no power or authority to do other than interpret and apply the provisions of this Agreement. The arbitrator shall have no power to add to, or subtract from, alter or modify, any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding. The parties agree to share equally in the compensation and expense of the arbitrator.

- 15.6 Time periods specified in this procedure may be extended by mutual agreement and reduced in writing, signed by both parties.
- 15.7 Grievance (s) of a general nature, or involving the superintendent, may be submitted by the Association to Level B.
- 15.8 A grievance, in order to be considered further, must be forwarded to the next appropriate level within eight (8) days from receipt of the answer given at the preceding level.

- 15.9 In the event a grievance is filed on or after June first, the parties may agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as it is practicable.
- 15.10 Specified time limits will be followed by both parties unless extended by mutual agreement. Failure at any level of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an immediate appeal of the grievance to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level.
- 15.11 A grievance in order to be considered, must be filed, in writing, within twenty (20) days of its occurrence.
- 15.12 Employees shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any grievance(s).
- 15.13 A grievance which is withdrawn or discontinued prior to the final step shall not be deemed to set precedent on future grievances of similar type.
- 15.14 A bargaining unit member whom the arbitrator determines must be involved in a grievance hearing during the work day shall be excused with pay for that purpose.
- 15.15 The Board agrees that nonconfidential information in its possession shall be made available to the Association as the Association demonstrates that such information is necessary to assist a bargaining unit member or the Association in processing a grievance.
- 15.16 When a grievance is filed, all information which may be personally or professionally injurious shall be kept confidential by all parties involved. This article is not meant to supersede the right of an outside party to have access to information to arbitrate effectively the grievance as outlined in 15.5 Level D.

## **ARTICLE XVI**

### **NOTICE UNDER AGREEMENT**

- 16.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Amherst School Board Chairperson, c/o Superintendent of Schools, Amherst School District, P.O. Box 849, Amherst, NH 03031.
- 16.2 Whenever written notice to the Association is provided for in this Agreement, such notice

shall be addressed to the Amherst Support Staff Association, c/o the president's current address.

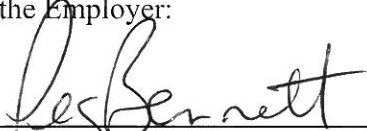
- 16.3 By prior written notice either party may change the address to which future written notices shall be sent.

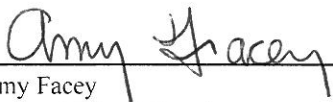
## ARTICLE XVII

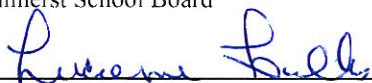
### DURATION OF AGREEMENT

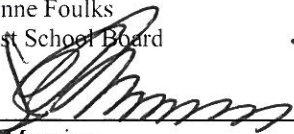
- 17.1 This Agreement shall commence on July 1, 2012, and shall continue in full force and effect until 12:00 midnight, June 30, 2015 and from year-to-year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other in accordance with the procedure set forth in Article 5.1.
- 17.2 This Agreement may be extended from time to time beyond its expiration date by written mutual Agreement of the representatives of the Board and the Association.

For the Employer:


  
Peg Bennett, Chair  
Amherst School Board

  
Amy Facey  
Amherst School Board

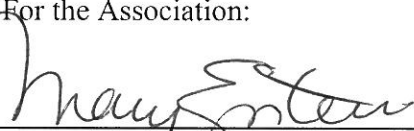
  
Lucienne Foulks  
Amherst School Board


  
James Manning  
Amherst School Board

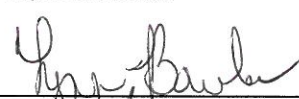
  
Paul Prescott  
Amherst School Board

  
Peter Warburton  
Superintendent of Schools, SAU 39

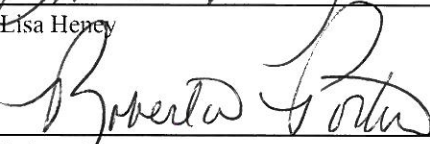
For the Association:

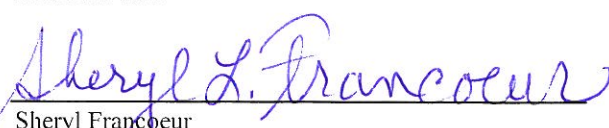
  
Mary Epstein

  
Millie Thibeault

  
Lynn Bowler

  
Lisa Heney

  
Roberta Potter

  
Sheryl Francoeur

  
Theresa Robert

For the Association (continued):

  
Linda Madden

APPENDIX A  
WAGE SCHEDULES

2012-2013 Wage Schedule

Step	1 Offc. Mgr. Sp. Ed. Secretary	2 Specialized Para SLA COTA Info. Specialist	3 Classroom Para	4 Secretary	5 Library Assoc. Classroom Asst. Certif'd. Reading Asst. Receptionist Head Cook	6 Food Service Worker
0	\$11.76	\$13.85	\$11.98	\$11.67	\$10.94	\$10.50
1	\$12.01	\$14.10	\$12.23	\$11.92	\$11.19	\$10.75
2	\$12.26	\$14.35	\$12.48	\$12.17	\$11.44	\$11.00
3	\$12.51	\$14.60	\$12.73	\$12.42	\$11.69	\$11.25
4	\$12.76	\$14.85	\$12.98	\$12.67	\$11.94	\$11.50
5	\$13.01	\$15.10	\$13.23	\$12.92	\$12.19	\$11.75
6	\$13.26	\$15.35	\$13.48	\$13.17	\$12.44	\$12.00
7	\$13.51	\$15.60	\$13.73	\$13.42	\$12.69	\$12.25
8	\$13.76	\$15.85	\$13.98	\$13.67	\$12.94	\$12.50
9	\$14.01	\$16.10	\$14.23	\$13.92	\$13.19	\$12.75
10	\$14.26	\$16.35	\$14.48	\$14.17	\$13.44	\$13.00
11	\$14.51	\$16.60	\$14.73	\$14.42	\$13.69	\$13.25
12	\$14.76	\$16.85	\$14.98	\$14.67	\$13.94	\$13.50
13	\$15.01	\$17.10	\$15.23	\$14.92	\$14.19	\$13.75
14	\$15.26	\$17.35	\$15.48	\$15.17	\$14.44	\$14.00
15	\$15.51	\$17.60	\$15.73	\$15.42	\$14.69	\$14.25
16	\$15.76	\$17.85	\$15.98	\$15.67	\$14.94	\$14.50
17	\$16.01	\$18.10	\$16.23	\$15.92	\$15.19	\$14.75
18	\$16.26	\$18.35	\$16.48	\$16.17	\$15.44	
19	\$16.51	\$18.60	\$16.73	\$16.42	\$15.69	
20	\$16.76	\$18.85	\$16.98	\$16.67		
21	\$17.01	\$19.10	\$17.23	\$16.92		
22	\$17.26	\$19.35	\$17.48	\$17.17		
23	\$17.51		\$17.73			
24	\$17.76		\$17.98			
25	\$18.01					
26	\$18.26					
27	\$18.51					
28	\$18.76					
29	\$19.01					
30	\$19.26					
31	\$19.51					
32	\$19.76					

cost of living increase in base= 0.00%

steps= \$0.25



APPENDIX A  
WAGE SCHEDULES

2013-2014 Wage Schedule

Step	1 Offc. Mgr. Sp. Ed. Secretary	2 Specialized Para SLA COTA Info. Specialist	3 Classroom Para	4 Secretary	5 Library Assoc. Classroom Asst. Certif'd. Reading Asst. Receptionist Head Cook	6 Food Service Worker
0	\$11.88	\$13.99	\$12.10	\$11.79	\$11.05	\$10.61
1	\$12.13	\$14.24	\$12.35	\$12.04	\$11.30	\$10.86
2	\$12.38	\$14.49	\$12.60	\$12.29	\$11.55	\$11.11
3	\$12.63	\$14.74	\$12.85	\$12.54	\$11.80	\$11.36
4	\$12.88	\$14.99	\$13.10	\$12.79	\$12.05	\$11.61
5	\$13.13	\$15.24	\$13.35	\$13.04	\$12.30	\$11.86
6	\$13.38	\$15.49	\$13.60	\$13.29	\$12.55	\$12.11
7	\$13.63	\$15.74	\$13.85	\$13.54	\$12.80	\$12.36
8	\$13.88	\$15.99	\$14.10	\$13.79	\$13.05	\$12.61
9	\$14.13	\$16.24	\$14.35	\$14.04	\$13.30	\$12.86
10	\$14.38	\$16.49	\$14.60	\$14.29	\$13.55	\$13.11
11	\$14.63	\$16.74	\$14.85	\$14.54	\$13.80	\$13.36
12	\$14.88	\$16.99	\$15.10	\$14.79	\$14.05	\$13.61
13	\$15.13	\$17.24	\$15.35	\$15.04	\$14.30	\$13.86
14	\$15.38	\$17.49	\$15.60	\$15.29	\$14.55	\$14.11
15	\$15.63	\$17.74	\$15.85	\$15.54	\$14.80	\$14.36
16	\$15.88	\$17.99	\$16.10	\$15.79	\$15.05	\$14.61
17	\$16.13	\$18.24	\$16.35	\$16.04	\$15.30	\$14.86
18	\$16.38	\$18.49	\$16.60	\$16.29	\$15.55	
19	\$16.63	\$18.74	\$16.85	\$16.54	\$15.80	
20	\$16.88	\$18.99	\$17.10	\$16.79	\$16.05	
21	\$17.13	\$19.24	\$17.35	\$17.04	\$16.30	
22	\$17.38	\$19.49	\$17.60	\$17.29		
23	\$17.63		\$17.85			
24	\$17.88		\$18.10			
25	\$18.13					
26	\$18.38					
27	\$18.63					
28	\$18.88					
29	\$19.13					
30	\$19.38					
31	\$19.63					
32	\$19.88					

cost of living increase in base= 1.00%

steps= \$0.25

APPENDIX A  
WAGE SCHEDULES

2014- 2015 Wage Schedule

Step	1 Offc. Mgr. Sp. Ed. Secretary	2 Specialized Para SLA COTA Info. Specialist	3 Classroom Para	4 Secretary	5 Library Assoc. Classroom Asst. Certif'd. Reading Asst. Receptionist Head Cook	6 Food Service Worker
0	\$12.06	\$14.20	\$12.28	\$11.96	\$11.22	\$10.76
1	\$12.31	\$14.45	\$12.53	\$12.21	\$11.47	\$11.01
2	\$12.56	\$14.70	\$12.78	\$12.46	\$11.72	\$11.26
3	\$12.81	\$14.95	\$13.03	\$12.71	\$11.97	\$11.51
4	\$13.06	\$15.20	\$13.28	\$12.96	\$12.22	\$11.76
5	\$13.31	\$15.45	\$13.53	\$13.21	\$12.47	\$12.01
6	\$13.56	\$15.70	\$13.78	\$13.46	\$12.72	\$12.26
7	\$13.81	\$15.95	\$14.03	\$13.71	\$12.97	\$12.51
8	\$14.06	\$16.20	\$14.28	\$13.96	\$13.22	\$12.76
9	\$14.31	\$16.45	\$14.53	\$14.21	\$13.47	\$13.01
10	\$14.56	\$16.70	\$14.78	\$14.46	\$13.72	\$13.26
11	\$14.81	\$16.95	\$15.03	\$14.71	\$13.97	\$13.51
12	\$15.06	\$17.20	\$15.28	\$14.96	\$14.22	\$13.76
13	\$15.31	\$17.45	\$15.53	\$15.21	\$14.47	\$14.01
14	\$15.56	\$17.70	\$15.78	\$15.46	\$14.72	\$14.26
15	\$15.81	\$17.95	\$16.03	\$15.71	\$14.97	\$14.51
16	\$16.06	\$18.20	\$16.28	\$15.96	\$15.22	\$14.76
17	\$16.31	\$18.45	\$16.53	\$16.21	\$15.47	\$15.01
18	\$16.56	\$18.70	\$16.78	\$16.46	\$15.72	
19	\$16.81	\$18.95	\$17.03	\$16.71	\$15.97	
20	\$17.06	\$19.20	\$17.28	\$16.96	\$16.22	
21	\$17.31	\$19.45	\$17.53	\$17.21	\$16.47	
22	\$17.56	\$19.70	\$17.78	\$17.46		
23	\$17.81		\$18.03			
24	\$18.06		\$18.28			
25	\$18.31					
26	\$18.56					
27	\$18.81					
28	\$19.06					
29	\$19.31					
30	\$19.56					
31	\$19.81					
32	\$20.06					

cost of living increase in base= 1.50%

steps= \$0.25

## APPENDIX B

### Grievance Report Form

Grievance No. \_\_\_\_\_

Amherst School District

To: \_\_\_\_\_  
(Name of principal)

Complete in triplicate with copies to:

1. Principal
2. Superintendent
3. Support Staff Member

School	Name of grievant	Date filed

#### Level A

Date of Grievance: \_\_\_\_\_

1. Statement of grievance (be sure to include the specific violation or condition with proper references 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: \_\_\_\_\_

Answer given by Superintendent: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of grievant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

**Level C**

Date submitted to Amherst School Board: \_\_\_\_\_

Answer given by Amherst School Board: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of grievant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX C

### AMHERST SUPPORT STAFF ASSOCIATION

### DUES DEDUCTION AUTHORIZATION FORM

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Total Amount of Dues \_\_\_\_\_

Amount of Dues Deduction \_\_\_\_\_

The sums to be deducted are hereby assigned by me to the Association, and are to be remitted by the Amherst School District to the Treasurer of the Association. The Board assumes no financial liability except to forward on a monthly basis those funds which have been properly authorized and deducted. I elect to pay the amount I have determined above by:

\_\_\_\_\_ In installments, through payroll deductions

\_\_\_\_\_ In one sum, from paycheck

\_\_\_\_\_ By check in one sum to the ASSA by October 15<sup>th</sup>

I hereby authorize the Amherst School District to withhold \$\_\_\_\_\_ from my salary for membership dues.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX D**

### **MEMORANDUM OF AGREEMENT**

For the period of July 1, 2012 through June 29, 2015, the parties agree to amend the first two sentences in Section 8.13 as follows:

A member of the bargaining unit who is authorized to cover and/or present a lesson for one hour or more will be compensated at the rate of \$2.75 per hour for each such presentation. Prior written or verbal approval from the principal is needed in order to receive compensation under this Section.

The Board and the Association do not intend this Memorandum of Agreement to remain in effect after June 29, 2015, and do not intend it to be part of the parties' obligations during any status quo period between collective bargaining agreements, unless the parties mutually agree in writing to extend the duration of this Memorandum of Agreement beyond June 29, 2015.