AGREEMENT

BETWEEN THE

HINSDALE SCHOOL BOARD

AND THE

HINSDALE SUPPORT STAFF ASSOCIATION, NEA- NH

2009-2012

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DEFINITIONS

BOARD	Refers to the Hinsdale School Board
DISTRICT	Refers to the Hinsdale School District
ASSOCIATION	Refers to the Hinsdale Support Staff Association, NEA - NH, NEA
ASSOCIATION REPRESENTATIVE	Refers to any duly authorized representative of the Association.
PARTIES	Refers to Hinsdale School Board and the Hinsdale Support Staff Association, NEA -NH, NEA
PRINCIPAL	Refers to the responsible administrative head of a school or his designee.
SUPERINTENDENT	Refers to the responsible administrative head of the Hinsdale School District.
EMPLOYEE	Refers to persons covered by this agreement, who have complied with appropriate State and Federal Statutes and as certified by the New Hampshire Public Employee Labor Relations Board (NH PELRB). The Food Service Manager is not considered an employee for the purposes of this Agreement.

Whenever the singular is used in this Agreement, it is to include the plural.

Whenever a personal pronoun is used in this Agreement, such pronoun shall apply equally to both male and female.

PREAMBLE

To encourage the continuous, effective and harmonious working relationship between the Hinsdale School Board, hereinafter called the Board, and the Hinsdale Support Staff Association, NEA - NH, NEA, hereinafter called the Association.

ARTICLE I
RECOGNITION

The Hinsdale School Board recognizes the Hinsdale Support Staff Association, NEA–NH, NEA as the exclusive bargaining representative in accordance with the certification by the New Hampshire Public Employee Labor Relations Board for purposes of collective bargaining as provided by RSA 273:A.

ARTICLE II
MANAGEMENT RIGHTS

A. 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 this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities.

B. Except as otherwise provided in this Agreement, or agreed to in writing between the parties, the determination of educational policy, the operation and management of schools, the supervision and direction of the staff are vested exclusively in the Board.

ARTICLE III

PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

A. On or about September 15th of the prior year in which this Agreement expires, the Association may, in writing by certified mail, return receipt requested, notify the Board of its desire to negotiate terms and conditions of a successor agreement. The parties shall, no later than October 15th, negotiate in accordance with RSA 273:A in a good faith effort to reach understanding and agreement.

B. The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.

C. The Board agrees not to hinder the Association in obtaining such non-confidential information in its possession as is reasonably requested.

D. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Annual School District. The Board shall make a good faith effort to secure the funds necessary to implement said agreement. If the funds are not approved by the School District Meeting, the parties shall reopen negotiations in accordance with RSA 273:A.

E. If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their

differences and resolving the controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

F. If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his appointment, either party may, by written notification to the other, request that their differences be submitted to fact-finding. Within five (5) days after receipt of the aforesaid written request, either party may request the American Arbitration Association to designate a fact-finder. The American Arbitration Association will, within five (5) days after receipt of the such request, designate a fact-finder in accordance with rules and procedures prescribed by it for making such designation.

G. The fact-finder will, within five (5) days following appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as the fact-finder deems appropriate. Any such hearings will be held in closed session. The Board and the Association will furnish the fact-finder, upon request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact-finder. If the dispute is not resolved prior thereto, the fact-finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to the fact-finder. The fact-finder may make this report public subject to the provisions of RSA 273:A.

H. Determinations and/or recommendations under the provisions of Section F and G of this Article III will not be binding on the parties.

I. 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 counter-proposals.

ARTICLE IV
ASSOCIATION RIGHTS

A. The Association will have the right to use school buildings at reasonable times without cost for meetings. Request for the use of buildings will be made to the Principal in advance.

B. The Association will, upon request, be given an opportunity to present brief reports and announcements at the end of any Support Staff meeting called to discuss matters relating to employees covered by this Agreement.

C. The Association will have the right to post notices on its activities and matters of employee concern in employee break rooms.

D. Upon authorization by an employee (see Appendix B attached hereto) the Board will deduct for professional Association dues and forward such deduction to the Association treasurer. The Board shall only be responsible for deduction of the sums from employee paychecks and for the forwarding of said sums in total to the Association treasurer. The Association shall be notified of any employee withdrawal or drop from payroll deductions. The Board shall be held harmless except for its obligation to withhold and forward deductions authorized by individual employees.

E. Rights granted to the Association under this Article IV shall not, in the judgment of the Board, be contrary to the welfare of the Hinsdale Education System, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section, the Board shall not be arbitrary or capricious.

F. The rights and privileges as set forth in this Article shall not be granted to any other employee organization.

G. Request under the provision of this Article shall mean permission and shall be made to the Building Principal or the Principal's designee.

H. Authorized representatives of the Association will be permitted reasonable access to the employees in the schools with permission of the building principal.

I. The Board will, upon notice in writing, grant up to two (2) persons named by the Association, an aggregate total of two (2) paid days in any school year to act as delegate(s) to the Association's annual delegate convention. Notice shall reflect that such person(s) have been named as delegate(s) and payment will require proof of attendance.

J. Employees may with permission of the principal use certain school equipment. Expendable materials will be at the expense of the employee.

K. New employees shall receive a copy of the Collective Bargaining Agreement and a copy of the dues deduction form when they are provided with their employment packet.

ARTICLE V
TERMS AND CONDITIONS OF EMPLOYMENT

A An employee shall serve a probationary period of thirty (30) workdays during which time an employee may be discharged without such action being subject to grievance or arbitration.

B. An employee assigned to work in a higher paid job within the bargaining unit for more than three consecutive days, will receive the higher pay for the duration of any such assignment period. If the Administrator intends to assign or re-assign an employee to a position different from that then occupied by any such employee, then the Administrator must notify the affected employee as soon as any such change is anticipated. If the employee in writing objects to any such assignment, the administration will meet with said employee within ten (10) days of receipt of the employee's objection(s) including any alternatives the administration should consider. If following such a meeting the employee refuses the assignment or re-assignment in question, such refusal shall constitute termination of employment without prejudice and shall not be subject to grievance or arbitration or appeal to the New Hampshire Public Employees Labor Relations Board.

C. Overtime for employees shall be compensated as follows:

1) Hours worked in excess of forty (40) hours per week shall be compensated at one and one half times the employee's regular straight rate of pay.
2) There shall be no pyramiding of overtime pay.
3) Hours paid for but not worked shall not be counted towards the payment of overtime.

4) In the event that the employer offers compensatory time off in lieu of overtime payment, the election of time off or pay shall be the employee's.

5) Employees who are required to work on a holiday not part of their regular schedule shall receive one and one-half (1 1/2) times their appropriate straight time rate, plus their holiday pay.

6) An employee shall receive a minimum of two (2) hours pay whenever he/she is called into work to handle an emergency.

D. The Board will make every effort to provide each employee with an uninterrupted duty-free lunch period of thirty (30) minutes.

E. Each employee shall be entitled to access his personnel file at any time upon notice to the superintendent or his designee.

F. The employee shall have the right to respond to any material contained in his personnel file and such response shall be made a part of the material to which such response was aimed and made a part of said employee's file. No derogatory material, including complaints, shall be placed in an employee's file until it has been investigated and the employee has been given an opportunity to respond in writing to any such material. Reproductions of such material may be made by hand or copying machine if available.

G. A list of known vacancy(s) shall be published within ten (10) days of any such vacancy(s). The listing will include any new position(s) as well as any vacancy resulting from a promotion. Postings shall be made on school bulletin board(s) and sent to the Association. For purposes of this Section 12, a vacancy shall mean any opening which the Board has decided to fill and which is covered by this Agreement.

H. When the Board determines that a reduction in force is necessary, it shall follow the procedure below:

1) The Board shall notify the Association of any potential reduction in staff as early as possible.

2) Employees shall hold recall rights for a vacancy that occurs in the job category from which they were laid off for a period of two (2) years.

3) Notice of recall shall be sent by certified mail to the employee's last known address. The employee shall respond to the notice within fifteen (15) calendar days. Failure to respond will constitute a waiver of rights to recall. It shall be the responsibility of the employee to advise the Board of any changes in his/her current address.

I. The Association agrees to submit to the Board for its consideration suggestions for the school calendar on or before October 1, of the preceding year. The Association will also be given the opportunity to provide input in instances where the school calendar may require or undergo modification(s) during any school year. The Association's input in any event shall be advisory and shall not be subject to the grievance or arbitration provisions of this agreement.

J. Employees will not be required to transport students in their personal vehicle.

K. Employees shall not be required to work in unsafe or hazardous conditions.

L. In the event that the national or state government establish new requirements which could have an impact on employees represented by this bargaining unit, including but not limited to the relationship of compensation to increased education and/or equivalent qualifications, the Board and the Association will form a committee made up of equal representation from each organization to examine the possible effects. If the Board and the Association determine that the increased educational and/or professional requirements warrant additional compensation, the salary article will be reopened so that the salary for assistants can be re-bargained.

M. Course Reimbursement. The District shall create an annual fund consisting of $11,000.00 in the year 2009-2010, $11,500.00 in the year 2010-2011 and $12,000.00 in the year 2011-2012. The purpose of this fund will be to provide funding for staff development, including courses and workshops which are relevant to the employee's classification. This fund will operate in accordance with the following:

i. Employees may apply for reimbursement in advance of taking the course or workshop. Funds will be allocated on a first come, first serve basis but shall be limited to $500 per employee through April 15th. After that date, any employee who has qualified expenses beyond that date may apply for additional funds, if any remain. If applications after April 15th exceed funds available, those funds will be paid on a pro-rata basis.

ii. The employee shall make the request to his/her supervisor who shall review the request to ascertain if the staff development requested is job-related. In the event that the request to the supervisor is denied, the employee has the right to appeal the decision to the Assistant Superintendent for Hinsdale.

iii. An employee must satisfactorily complete the course with a grade of "C" or better or a workshop in order to receive the reimbursement

ARTICLE VI
LEAVES OF ABSENCE

A. It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article.

B. Sick leave shall be confined to the personal illness of an employee, excluding work-connected disability covered by New Hampshire Worker's Compensation laws.

C. Employees covered by this agreement will accumulate sick leave at the rate of one regularly scheduled work day per month, not to exceed twelve (12) days in any one year to a maximum of ninety (90) total days. Sick leave will be available for use in the case of an employee's non- work connected illness or disability, except that an employee may use up to four (4) days per year (non- cumulative) to attend to a sick relative living in their household. Each employee shall be notified on or before September 15th of each year of his total accumulated sick leave. The immediate supervisor and/or the Superintendent may request medical evidence whenever they feel it necessary or appropriate. (Also see Board's FMLA Policy.) Newly hired employees who have no sick leave shall be permitted to use up to twelve (12) days once in their first year of employment. Such payment shall be considered an advance and any such advance payment still owing upon the termination of any such employee will be deducted from any such employee's final pay.

D. Holidays - Employees who have completed their probationary period shall be eligible for holiday pay at their appropriate rate pro-rated for the number of hours that they would regularly be scheduled to work. Paid holidays for purposes of this agreement shall be as follows:

Independence Day (except for employees who do not work beyond June 30)
Labor Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving
Christmas Day
New Year's Day
Civil Rights Day
President's Day or a day during February Vacation
Memorial Day

In order to be eligible for holiday pay, an employee must work his/her regular schedule on the day prior to and immediately following any such paid holiday. Employees who are required to work on a holiday not part of their regular schedule shall receive one and one-half (1 1/2) times their appropriate straight time rate, plus their holiday pay. The Board reserves the right to pay employees in lieu of any holiday time off.

E. Vacation Pay - Full time custodial employees shall be eligible for vacation pay. Such employees shall accrue one (1) day of vacation for each full month of service up to a maximum of ten (10) in any one year, non-accumulative. Vacation time may not be carried from one year to the next. Vacations will be scheduled by the high school principal for all schools in the District subject to the operating needs of the District. Vacation requests must be received by May 15 of the year in which any such request is made. In cases of conflict, the principal's decision shall be final and not subject to the grievance and arbitration provisions of this agreement. The Board reserves the right to pay employees in lieu of vacation. (Also see Board's FMLA Policy).

F. Military leave of absence shall be granted by the Board in accordance with

State and Federal statutes.

G. An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between the employee's pay for such government service and amount of earnings lost by such employee for reason of such service based on the employee's regular daily rate.

H. When requested, employees shall receive funeral leave with full pay per occurrence as follows:

<u>One (1) Day</u>

1. Aunt
2. Uncle
3. Niece
4. Nephew
5. Cousins
6. Close Personal Friend

<u>Three (3) Days</u>

1. In-Laws
2. Siblings
3. Parents
4. Grandparents

<u>Five (5) Days</u>

1. Spouse
2. Child

I. Employees shall be entitled to a maximum of two (2) paid personal leave day as follows: conducting important legal business or personal affairs which cannot be accomplished at any other time; attending to sick relatives; important holy days; (excludes such things as social affairs, pleasure trips and recreation) with the recommendation of the Principal and subject to the discretion of the Superintendent. To be eligible for personal leave under this Section I, written intent shall (except in an emergency) be presented to the respective Building Principal at least twenty-four (24) hours prior to any such personal leave.

J. An employee called as a juror will be paid the difference between the fee such employee receives for such service and the amount of earnings lost by such employee by reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the employee's immediate supervisor.

K The Board will grant child-rearing leave to employees in accordance with State and Federal statutes.

L. Except as otherwise provided by the Board's FMLA Policy, an employee on child-rearing leave, shall be able to continue health care benefits at that respective employee's expense.

M. Except as otherwise provided by the Board's FMLA Policy, the Board will grant unpaid leave for the care of a disabled or infirm parent, spouse, child or grandparent (including same step relations) living in the same household. Such leave shall be for a maximum of twelve (12) months and may be extended by mutual agreement. The Board reserves the right to require reasonable evidence of such disability or infirmity as a condition of such leave.

N. Except as otherwise provided by the Board's FMLA Policy, leaves for any and all other reason(s), paid or not paid, shall be granted at the sole discretion of the Board or its designee.

O. All workshop opportunities will be posted in the teachers room and on a bulletin board near the front office of each school. Employees are guaranteed one (1) paid professional day with pay in order to attend workshops or seminars which are relevant to an employee's classification and which are not required by the district. Employees will notify the principal or designee of their intent to attend the workshop or seminar and will include with notification a description of topics addressed in the workshop or seminar. Employees may seek reimbursement from the district in accordance with the contract. Additional days beyond the 1 day shall be at the discretion the principal or designee.

ARTICLE VII
HINSDALE SUPPORT STAFF COMPENSATION

A. Compensation schedules for employees covered by this Agreement are attached as Appendix F and incorporated herein by reference.

B. Employees new to the District will be hired and placed on the salary schedule at the hiring rate set forth in the salary schedules under Paragraph A, above, provided that the Board may in its discretion grant credit for prior work experience which is relevant to the job responsibilities for which the person is hired.

C. Full time employees who work a year round schedule shall be entitled to be paid on a twenty six (26) equal pay basis spread throughout the calendar year. Less than calendar year hourly employees will be paid every two (2) weeks based on the hours worked.

D. Employees will receive notice of their anticipated job assignments for the following year prior to the last day of school. In the event of a transfer of job assignment which is not accepted by the employee, the employee shall have the right to meet with his/her supervisor to review alternatives that might be available. However, the decision of the administration on the assignment of staff is an exclusive management prerogative.

E. Employees who are requested by their supervisor to attend an in-service day or who request an in-service day and such request is granted at the discretion of the supervisor shall be paid regular compensation for attendance based on their hourly rate.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved party" is the person, or persons, or the Association or the Board representative making the claim. All time limits specified in this Article VIII shall mean school days.

B. Purpose

The parties acknowledge that it is more desirable to resolve problems through free and informal communications. Grievances which are not settled in any informal way shall be reduced to writing (see Appendix C attached hereto) and processed in accordance with the formal procedure. Once the grievance is reduced to writing, the Association shall be given an opportunity to be present.

C. Right of Representation

An employee covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time, subject to his requesting such representation.

D. Time Limit

A grievance to be considered under this procedure must be initiated in writing within ten (10) school days of its occurrence, or within ten (10) school days of when the party should have known of its occurrence.

E. Formal Procedure

The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement and state the remedy requested. It shall also set forth names, dates and any other related facts which will provide a sound basis for complete understanding of any such grievance.

LEVEL A. Within three (3) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved party. Within two (2) days following any such meeting the Principal shall give his answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) days of the receipt of an answer given at this level.

LEVEL B. Within five (5) days of a grievance being referred to this level, the Superintendent (or his designee) shall meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level the grievance may be referred to Advisory Arbitration under Level C.

LEVEL C. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement, and he/she shall have no power to add, subtract, alter or modify any of the said provisions. The arbitrator's decision shall be advisory. The parties agree to share equally in the compensation and expenses of the arbitrator.

LEVEL D. Within ten (10) days of receipt of the Advisory Arbitration decision, the School Board will review the Arbitrator's recommendations and render its decision which shall be final and binding and not subject to appeal or to review as provided in RSA Chapter 542 as amended or to the New Hampshire Public Employee Labor Relations Board.

The following matters are excluded from the grievance and/or arbitration provisions of this Agreement;

- Management prerogatives as set forth in this Agreement and as provided and interpreted under RSA 273:A;
- Employee termination which shall be subject to grievance but not arbitration.

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

G. Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee chairperson.

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

I. A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.

J. In the event a grievance is filed on or after June first (1st) the parties 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 beginning of the next school year, or as soon thereafter as is practicable.

K 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 party to proceed to the next level.

L. The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any grievances.

M. Grievances shall not be made a part of any employee's personnel file or used in making employment references.

ARTICLE IX
MISCELLANEOUS PROVISIONS

A. The Board and the Association 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 of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, disability, sexual orientation, or membership and/or activity in the Association.

B. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed by the Board.

C. The School District agrees to deduct requested amounts from paychecks for employees enrolled in credit unions.

D. No employee shall be reprimanded, suspended, terminated or otherwise disciplined in a manner that violates the covenant of good faith and fair dealing.

ARTICLE X
CONFORMITY TO LAW

A. 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, specifically including the Federal legislation adopted in 2001 known as the "No Child Left Behind Act," but all other provisions or applications shall continue in full force and effect.

ARTICLE XI
CHANGING THE AGREEMENT

This Agreement represents the resolution of all matters between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

ARTICLE XII
STRIKES AND SANCTIONS

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

ARTICLE XIII
INSURANCE

A The Board agrees to maintain in effect an insurance plan for eligible employees covered by this Agreement so long as they remain on the Hinsdale School District payroll. The plan options and the Board's contribution (s) are set forth in Appendix A attached hereto.

B. The Board will not itself pay the insurance benefits referred to in Appendix A, but will obtain policies or contracts from insurance companies who will administer said benefits.

C. To be eligible for benefits provided in Appendix A, an employee must be regularly scheduled to work at least one thousand two hundred and fifty (1,250) hours per year and not have coverage under any other plan. Employees who work at least on thousand and eighty (1,080) hours per year may elect to apply for participation in any health insurance plan offered within the District and the School District will contribute to the cost of said health insurance plan in accordance with the schedule in Appendix A. If permitted by the benefits provider, the Board will allow employees who work less than 1,080 hours per year purchase coverage at their own expense in accordance with the current practices in place at the SAU Administrative Offices relating to such coverages.

D. Subject to the Board's FMLA Policy, any eligible employee who is on authorized unpaid leave may be permitted to continue health and life insurance benefits provided by the School Board at the employee's sole expense, on condition that the employee remits the full monthly insurance premium by check, payable to the respective insurance carriers, to the Superintendent's Office no later than the 15th 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 School Board shall terminate immediately without further notice to the employee and the employee may not be re-enrolled in the group insurance plan for which the premiums were being paid until the employee returns to active service. The Board will follow its FMLA policy in notifying affected employees as to the dates and amounts owed.

ARTICLE XIV
NOTICES UNDER AGREEMENT

A. Whenever written notice to the Board is necessary, such notice shall be addressed to the Hinsdale School Board Chairman, c/o Assistant Superintendent of Schools for Hinsdale, SAU #38, 600 Old Homestead Highway, Swanzey, NH 03446.

B. Whenever written notice to the Hinsdale Support Staff Association, NEA–NH, NEA is necessary, such notice shall be addressed to the Hinsdale Support Staff Association, 49 School Street, Hinsdale, NH 03451.

ARTICLE XV
DURATION OF AGREEMENT

A. Unless otherwise specified, this Agreement and its terms shall become effective on the date ratified and executed by the parties hereto and shall continue and remain in full force and effect to and including June 30, 2012 when it shall expire unless an extension is agreed to by both parties in writing prior to such date.

B. This Agreement may be extended from time-to-time beyond its expiration date by written mutual agreement of the representatives of the Hinsdale School Board and the Association.

APPENDIX A
INSURANCE

A. Effective July 1, 1998, eligible employees (including grand fathered employees presently covered by the teacher plan JY W/MC and I MM/M rider) may choose either Blue Cross Blue Shield Blue Choice w/ MC or Matthew Thornton HMO and the Board will pay up to the following percentage or maximum amount (whichever is greater) toward the cost of any such selected Single, Two Person or Family plan as follows:

Grand-fathered	Blue Choice	Matthew Thornton
2009/2012-$8740.00	90%/$7500	100%

Note: Employees will not be permitted to select the Blue Cross Blue Shield Plan JY which is only available to grand-fathered as set forth in paragraph A, above. Any employee (including grand-fathered Plan JY employees) shall, not later than June 1st of any year, have the right to opt out of their respective plan and receive a one-time lump sum payment of 50% of the annual cost difference between their then current plan (Single, Two Person or Family) and the same coverage under another plan offered by the Board and set forth herein.

B. Employees who work at least one thousand and eighty hours per year and who are otherwise not eligible for health benefits under this Appendix A may elect to apply for participation in any health insurance plan offered by within the District and the District will contribute to the cost of said health insurance plan in accordance with the following:

1.) Effective 2009-2010:

Single	$3,750
Two person	$4,250

Family	$4,750

2.) Effective 2010-2011:

Single	$4,000
Two Person	$4,500
Family	$5,000

3.) Effective 2011-2012:

Single	$4,250
Two Person	$4,750
Family	$5,250

C. 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.

D. The School Board will sponsor a Premium Conversion Program under Section 125 of the Internal Revenue Code by which employees pay their health care premium contributions on a pre-tax basis. This means that the amount of co-payment will be deducted from the employee's pay before Federal, Social Security and most State taxes are determined. This will lower employee's compensation for tax purposes, thereby increasing take-home pay as an offset to making health care and other out-of-pocket contributions.

E. An employee who terminates employment with the District may continue health benefits at his or her sole expense, under the provisions of Federal COBRA law and procedures established by the Superintendent's office.

F. The Board will pay the cost to provide term life insurance to employees covered by this agreement as follows:

1.) Effective 2009-2012 $25,000

APPENDIX B
PAYROLL DEDUCTION AUTHORIZATION

NAME:_____

(Please print)

"I hereby authorize the Hinsdale School District to withhold from my salary the sum. of $ _____for membership dues as follows:

For membership in the Hinsdale Support Staff Association, NEA-NH,NEA the sum of $ _____per year;

For membership in NEA-New Hampshire, the sum of $_____ per year;

For membership in the National Education Association, the sum of $_____ per year.

The sums thus to be deducted over ten (10) pay periods are hereby assigned by me to the Hinsdale Support Staff Association and are to be remitted by the Hinsdale School District to the Treasurer of the Association and, having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix C. It is further agreed that the Board assumes no financial liability, and shall be held harmless except for the act of forwarding on a monthly basis (by the 15th of each month) any funds which have been authorized and deducted through the last pay period of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current school year of my desire to revoke same.

Signature _____ Date_____

APPENDIX C

GRIEVANCE REPORT FORM

Grievance No._____ Hinsdale School District

To _____ Complete in triplicate with copies to:

(Name of Principal)

1. Principal
2. Superintendent
3. Association

SCHOOL:_____

NAME OF GRIEVANT:_____

DATE FILED:_____

LEVEL A

Date of Grievance_____

I. 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 referred to Advisory Arbitration:_____

Disposition of Arbitrator:_____

_____

_____

_____ _____

Signature Date

LEVEL D

Date Received Arbitrator's Recommendations:_____

Disposition of School Board:_____

_____

_____

_____ _____

Signature Date

APPENDIX D

PERSONAL LEAVE FORM

Date of Request_____

Date Received_____

To the Principal:

I request a personal day (See Article VI I. of the Agreement) on _____ 20___ so that I may:

1. Conduct important legal business which cannot be accomplished at any other time.
2. Conduct personal affairs which cannot be accomplished at any other time.
3. Attend to sick relatives.
4. Observe an important Holy Day(s).
5. Other: Explain

Signature of employee_____

Date_____

Principal's Response: Date_____

_____

_____

_____

Signature of Principal_____

NOTE: Timely requests will result in timely responses. Please give as much advance notice as possible.

APPENDIX E

FUNERAL LEAVE

(See Article VI, H of the Agreement)

Name of employee:_____

Dates for which leave is requested_____

Relationship of the employee to the deceased:_____

Signature of employee_____

Date_____

Superintendent's Action Date_____

_____

_____

_____

Signature of Superintendent_____

APPENDIX F

WAGE SCHEDULES

Step (experience)	2009-2010	2010-2011	2011-2012
0	10.90	11.05	11.15
1	11.10	11.15	11.27
2	11.30	11.35	11.37
3	11.45	11.55	11.58
4	11.65	11.71	11.79
5	11.85	11.91	11.94
6	12.05	12.12	12.15
7	12.25	12.32	12.36
8	12.50	12.53	12.57
9	12.70	12.78	12.78
10	12.95	12.99	13.04
11	13.10	13.24	13.25
12	13.20	13.39	13.51
13	15.45	13.50	13.66
Red Circled	18.44	18.85	19.23

2009-2010 Off Step to receive 7.50%

2010-2011 Off Step to receive 2.25%

2011-2012 Off Step to receive 2.00%

All new employees must be placed on the salary schedule

IN WITNESS WHEREOF the parties have executed this Agreement on this 6th day of February, 2009, as of the date and year first written above.

HINSDALE SCHOOL BOARD

By _____
Wayne Temmen, Chairperson
Hinsdale School Board

By _____
David A. Crisafulli, Ed. D
Assistant Superintendent

HINSDALE SUPPORT STAFF ASSOCIATION
NEA NH, NEA

By Rosamond B. Blanchin

_____

_____

_____