AGREEMENT

BETWEEN

THE HOLLIS/BROOKLINE COOPERATIVE
SCHOOL BOARD

AND

THE HOLLIS EDUCATION SUPPORT STAFF
ASSOCIATION/NEA-NH

2010-2013

July 1, 2010 to June 30, 2013

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ARTICLE I
RECOGNITION

1.1 The Hollis Brookline Cooperative School Board (hereafter referred to as "the Board" or "the Administration") recognizes the Hollis Education Support Staff Association, NEA/NEA-NH/HESSA (hereafter referred to as "the Support Staff Association" or "the Association") as the exclusive representative of all full-time and part-time secretaries, special education para-educators, ***504 para-educators,*** receptionists, office/clerical assistants, library/media assistants, instructional assistants, custodians, food service workers, grounds maintenance personnel, ~~and~~ audio-visual technicians ***and registrars.*** (hereinafter referred to as "Staff Member(s)" or "Staff") employed in the Hollis Brookline Cooperative School District (hereafter referred to as the "District").

1.2 The Association agrees to represent all included personnel in the unit designated above without discrimination and without regard to membership in the Association.

DEFINITIONS

(a) "Full-time": employees are those Staff Members whose normal work week consists of thirty-one (31) hours or more.

(b) "Part-time": employees are those Staff Members whose normal work week consists of less than thirty-one (31) hours.

(c) "Week": is defined as being Monday through Friday.

(d) "Day": is the normal work day as specified for each position in the Staff Member's employment contract.

(e) "Year": is the normal work year as specified for each position in the Staff Member's employment contract.

(f) "Full Year": employees are those Staff Members whose normal work year consists of 52 weeks inclusive of vacation and holidays.

(g) "School Year": employees are those Staff Members whose normal work year is dependent on the school year calendar.

ARTICLE II
NEGOTIATIONS PROCEDURE

2.1 Negotiations shall be in accordance with the procedures set forth in RSA 273-A.

2.2 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.

2.3 The costs for the services of the mediator and/or fact finder, including per diem expenses if any, will be shared equally by the Board and the Association.

2.4 Both parties recognize that any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters of the District. The Board recognizes that it must make a good-faith effort to secure the funds necessary to implement the agreement. If such funds are not forthcoming, the Board and the Association shall resume negotiations as provided in RSA 273-A.

ARTICLE III
PEACEFUL RESOLUTION OF DIFFERENCES

3.1 In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives, and members shall not, during the term of this Agreement, engage in or condone a strike, slowdown, work stoppage, or other concerted refusal to perform any appropriate assignment on the part of the Staff Member or Members represented under the terms of this Agreement.

3.2 Neither the Association nor its members shall take part in or condone "sanctions" against the Board or the District, nor shall the Association, or any Staff Member engage in any activity contrary to RSA 273-A.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1 Definition: A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a Staff Member or group of Staff Members 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 making the claim. All time limits specified in Article IV shall mean school days, except under Section 4.8 of Article IV.

4.2 Purpose: The parties acknowledge that it is more desirable for a Staff Member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix B attached hereto) and referred to the following formal grievance procedure.

4.3 Right of Representation: A Staff Member covered by this Agreement shall, under Article IV, have the right to have an Association representative present at any time subject to his/her requesting such representation.

4.4 Time Limit: A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days of its occurrence, or within twenty (20) school days of when the party should have known of its occurrence.

4.5 Formal Procedure: The grievance shall state the specific alleged violation or condition and relief sought with proper reference to the Agreement.

LEVEL A. Within three (3) days of receipt of a formal grievance, the building principal shall meet with the aggrieved Staff Member. Within two (2) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of any answer given at this level.

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

LEVEL C. Within thirty (30) days of a grievance being referred to this level, the Board will hold a hearing with the participants of Levels A and B, examine the facts of the grievance and render a decision. If the grievance is still not settled at this level, then within thirty (30) days from receipt of the answer rendered at this level, the matter may be referred to arbitration as set forth in Level D of this procedure.

LEVEL D. If the matter is referred to arbitration, the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to do so within ten (10) days of the Association's request for arbitration, then either party shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures

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 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 on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

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

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

4.8 In the event a grievance is filed on or after June 1, 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 end of the school term or as soon thereafter as is practicable. During the summer recess, all time limits shall refer to normal business days (Monday through Friday, except legal holidays).

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

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

4.11 The following matters are excluded from the arbitration provisions of this Agreement.

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

B. School Board Policies, except for Reduction-in-Force, as approved by the parties on ***January 20, 2010*** and referenced herein in Article X, Section 10.4.

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

ARTICLE V
STAFF EVALUATION

5.1 The Board recognizes that the responsibility for staff evaluation rests with the Administration and that such evaluation should be done on an ongoing basis.

5.2 A written evaluation following existing Board policies will be reviewed with the Staff Member and signed by both the Staff Member and the evaluator. The signature of the Staff Member will indicate only that the Staff Member has seen and reviewed the document and will not necessarily indicate agreement with it. A Staff Member who disagrees with an evaluation or any document contained in his or her personnel file will be given the opportunity to submit a rebuttal, in writing, to be attached to the document in question.

5.3 Other than the statutory guarantee of a Staff Member's own right to review the content of his or her personnel file, access to material contained therein will be limited to supervisory personnel within the District.

ARTICLE VI
EMPLOYEE RIGHTS

6.1 The Board and the Administration shall not discriminate against any person in accordance with Federal and State laws and regulations.

6.2 Full-time employees are entitled to a thirty (30) minute duty-free lunch. Work days and hours shall be explicit in each employee's contract of employment.

6.3 The degree of discipline administered in any particular case shall be reasonably related to (a) the seriousness of the employee's proven offense, and (b) the employee's record of service.

6.4 A Staff Member shall have the right to request that a local Association representative be called during a meeting called for disciplinary purposes or for other than disciplinary purposes which becomes disciplinary during the course of the meeting. Evaluations, meetings to discuss the quality of work and discussions related to areas of needed improvement shall not be considered disciplinary.

6.5 A Staff Member who has been employed more than 120 days and who is discharged by the District shall be given written notice of the reason for the termination.

ARTICLE VII
ASSOCIATION RIGHTS

7.1 As both parties acknowledge that it is desirable for issues and/or problems to be resolved through informal discussions and that the input of the Staff is important in the decision-making process of the Board and the District's Administration, all parties shall have the right to contact the other(s) to arrange meetings to discuss matters of mutual interest at times and locations mutually convenient to both. It is clearly understood that the Association shall seek to discuss and resolve such issues with the Administration before approaching the Board.

7.2 The Association shall have the right to post notices on Staff concerns on appropriate bulletin boards. Notices for posting shall be provided to the designated Administrator and shall not contain material which is detrimental to Association-District relations. The Association shall also have the right to use the school mail boxes to distribute Association materials.

7.3 The Association shall have the right to use school buildings at reasonable times for meetings when such use would not interfere with the operation of school programs nor services or rental obligations made to other organizations. Reasonable notification of use shall be given to the District.

7.4 Upon notification and the provisions of Section 3, of this Article, duly authorized representatives of the local, state and national levels of the Association shall be permitted to transact Association business on school property. It is clearly understood that the intent of this Section is to allow the Association to conduct its local business.

7.5 A Staff Member who is an officer of the Association and finds it necessary to exercise his/her responsibilities to represent another Staff Member(s) covered by this Agreement, such as in grievance hearings, including arbitration, mediation, fact-finding, labor board hearings, etc. shall not receive any reduction in pay for such activity. Such time off shall be reasonable and shall require notification to the appropriate supervisor. Except for lower level grievance hearings, such notification shall be given at least twenty-four (24) hours in advance. Such time off will be limited to the actual attendance at meetings or hearings and shall not be deemed to include preparation time.

7.6 Each officer of the Association shall be permitted to use his/her personal days to attend official conventions and meetings. Notification shall be required in accordance with Article XVI, Section (1).

7.7 An employee designated as an "Official Delegate" to the NEA/NH Assembly of Delegates shall be granted one (1) day paid leave to attend such assembly. The name of the designee and the date of the assembly shall be submitted in writing to the building principal at least forty-eight (48) hours in advance in order for the employee to be eligible for payment.

ARTICLE VIII
MANAGEMENT RIGHTS

8.1 Except as specifically limited by expressed provisions of this Agreement, the School Board reserves the right to exercise management prerogatives to include, but not be limited to: unilaterally determine the standards of service to be offered by it; set the standards of selection of employees; select employees; direct and assign its employees; take disciplinary action; relieve its employees from duties because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; allocate and reorganize positions and staffing; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work.

8.2 Nothing in this Agreement shall require the District to keep offices open in the event of inclement weather, an emergency, or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, Staff Members shall not be required to report to their job assignments. However, if a Staff Member is part of a skeleton staff, which is required to work on those days, and does not report for work, they shall suffer loss of salary for actual hours missed. Staff members not reporting for work and not part of the skeleton staff will be required to make up the time when the student's calendar is adjusted, and they will be required to work the number of days and hours specified in each contract.

ARTICLE IX
DUES DEDUCTIONS

9.1 The Board agrees that upon receipt of written authorization thereof, signed annually by a Staff Member covered by this Agreement, the Board will deduct from the regular salary check of such Staff Member an amount specified by the Staff Member to provide payment of dues for membership and assessments in the Hollis Education Support Staff Association (HESSA), National Education Association of New Hampshire (NEA/NH) and/or the National Education Association (NEA). Such deductions will be forwarded to the Association treasurer monthly.

9.2 Deductions for tax deferred annuities shall be transmitted to the appropriate vendor within one month of the deduction.

ARTICLE X
WORKING CONDITIONS

10.1 Job descriptions which reflect the appropriate duties and responsibilities of each position shall be made a part of each Staff Member's **SAU** file. No Staff Member shall be regularly asked to perform work or be rated on responsibilities which are not part of his/her description.

10.2 In the event that a Staff Member is duly required to perform, in excess of one (1) hour in his/her regular work day, job duties and responsibilities for work of another classification within the bargaining unit which is compensated at a higher level, s/he shall receive the higher salary for the time period in which s/he performed the work. For the purposes of this Section, hours worked in such other classifications shall, after the first full hour, be calculated in increments of one-half hour rounded to the nearest half-hour. Any staff member who must provide additional coverage when other staff members in the same job category are absent and not replaced, shall be paid a differential of $2.00 per hour above their regular rate of compensation for each full day of additional coverage.

10.3 Any staff member who substitutes for a teacher or librarian will be paid a sum equal to 50 percent of the current daily teacher substitute pay per day above their regular rate for each full day of substitution. Any special education program para-educator or special education classroom para-educator who substitutes for a special education personal care para-educator will be paid the per diem stipend rate of the absent special education personal care para-educator above the para-educator's regular rate of pay for each full day of substitution.

10.4 Hollis/Brookline Cooperative School Board Policy GDQA Reduction in Force, as amended ***January 20, 2010 to become effective July 1, 2010*** will remain in effect, unchanged, during the term of this agreement. This policy will be grievable and arbitrable notwithstanding the exclusion in Article IV, Section 4.11.

ARTICLE XI
OVERTIME

11.1 For all hours actually worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week, the Staff Member shall be compensated at the rate of one and one-half (1.5) times his/her regular hourly rate. For all hours actually worked over eight (8) hours in one (1) day or thirty-two (32) hours in one (1) week that contains a holiday, the Staff Member shall be compensated at the rate of one and one-half (1.5) times his/her regular hourly rate.

11.2 In the event that a Staff Member is called out to the school(s) when s/he is not normally scheduled to work s/he shall receive compensation of two (2) hours pay, at his or her normal rate of pay, in addition to the actual time spent at the school(s) including travel to and from the school(s) at straight time.

11.3 Staff Members required to work holidays shall be paid at the regular hourly rate for all hours actually worked in addition to their holiday pay if that Staff Member were eligible for holiday pay on that day.

11.4 Regularly scheduled overtime work shall be offered on a rotating basis by seniority among all Staff Members in a particular category. If a Staff Member declines an offer of overtime, his/her name shall drop to the bottom of the list as if s/he had worked the assignment. Where an emergency exists, the District may bypass the overtime list.

ARTICLE XII
HOLIDAYS

12.1 All full-time, school year Staff Members shall receive the same holidays scheduled by the School Board as school holidays. Holiday pay will be paid on a pro-rated basis for part-time employees. Such time off shall be paid at the regular rate, provided that the Staff Member would have been scheduled to work for that day if it had not been a holiday.

12.2 Full-time, full-year Staff Members shall receive twelve (12) holidays with pay at the regular rate. School year Staff Members shall receive no less than nine (9) paid holidays.

12.3 In order to qualify for holiday pay, the Staff Member must have worked the last scheduled work day before the holiday and the first scheduled work day after the holiday unless these days were a bonafide sick or vacation day.

ARTICLE XIII
VACATIONS

13.1 Full-time, full-year Staff Members shall be eligible for vacation time as follows:

Years of Service	Days	Earned per Month
0-5	10	0.83
6-7	12	1.00
8-9	15	1.25
10-14	18	1.50
15 plus	20	1.67

13.2 Vacation time shall be computed as of each Staff Member's anniversary date and Staff Members shall be entitled to apply for accumulated vacation as it is earned. Vacation time may be anticipated with approval by the appropriate supervisor. If an employee has anticipated vacation and leaves before the vacation would have been earned, the District shall be entitled to deduct the amount equivalent to the pay for anticipated vacation from the employee's last salary check at the present rate of pay being received by the employee at the time of separation. Should the amount of pay due for anticipated vacation taken exceed the amount due in the last salary check, the employee will remit the amount due the District.

13.3 Vacation time may be taken at times requested by the Staff Member, subject to the supervisor's need to maintain efficient operations. The District reserves the right to limit the number of Staff Members who may be on vacation at any one time and establish procedures for selecting vacations. Actions by the District shall not be arbitrary.

13.4 Earned vacation shall be paid in full at the current rate of pay to the beneficiary at death or to Staff Member at retirement or termination.

13.5 Up to one week of vacation may be carried over from one year to the next. Such carry-over shall not be cumulative and must be used by June 30 of the next fiscal year.

ARTICLE XIV
COMPENSATION

14.1 The basic hourly salaries of Staff Members covered by this Agreement are determined from the enclosed Salary Schedule, subject to approval of necessary appropriations by the voters of the District. Staff Members shall be divided into the appropriate pay categories as shown on the Salary Schedule.

14.2 Placement on the Salary Schedule at the time of initial hiring shall be based on years of school work experience and/or other relevant experience and the needs or shortages of the school district and shall be negotiated with each prospective employee at time of employment. Newly hired Staff Members may receive one-half (0.5) year credit for each year of relevant experience as determined by the Superintendent of Schools. Subsequent movement on the schedule shall reflect additional years with the District. ~~except in FY *08-09 and 09-10*, employees will not receive a step increase.~~

14.3 Individual employees covered by this Agreement will be eligible for reimbursement for pre-approved, job related courses, workshops or conferences and in any one year will be reimbursed up to $650. Special education para-educators will be eligible for reimbursement for pre-approved, job related courses, workshops or conferences and in any one year will be reimbursed up to $800. No more than ninety ($90) dollars may be used for travel related expenses. Courses, workshops or conferences must be successfully completed with a passing grade, certificate of completion or attendance certificate, as appropriate, in order to qualify. Reimbursement will be made upon receipt of a certificate of satisfactory completion along with evidence of course payment from the appropriate entity. Para-educators may attend pertinent teacher workshops, to a maximum of 3 per year, at the discretion of the administration. Para-educators will be paid for hours in attendance at their regular hourly rate. Hours in attendance at workshops will not count toward the total number of contract days.

14.4 The District will provide a savings and/or checking direct deposit program for Staff Members. Staff Members shall have a choice of two ways to receive their pay: direct deposit or paycheck. They will receive a biweekly paycheck unless the Staff Member chooses direct deposit. There will be no more than two (2) accounts for any employee. If the Staff Member chooses to start or stop direct deposit service, they may obtain the appropriate forms from the District anytime during the year. When completed, the forms will be sent to the SAU 41 Office for processing. There is a thirty (30) day period to terminate or implement the service. All new employees and employees currently using direct deposit will be required to use the direct deposit option.

14.5 Any special education para-educator who receives State Certification Para-educator I shall be entitled to an added hourly wage adjustment of twenty-five cents ($0.25) per hour to the Appendix A rate, subject to prior approval by the Superintendent.

Any special education para-educator who receives State Certification Para-educator II shall be entitled to an added hourly wage adjustment of fifty cents ($.50) per hour to the Appendix A rate, subject to prior approval by the Superintendent.

14.6 A special education personal care para-educator may be eligible for a yearly stipend of up to $5,000 at the discretion of the Superintendent.

ARTICLE XV
INSURANCE BENEFITS

15.1 Life Insurance: Full-time Staff Members will be provided with group term life insurance including accidental death and disability of $10,000 or a face value equal to two times an employee's annual salary rounded up to the nearest $1,000, whichever is greater.

Health Insurance: ***Full-time Staff Members may choose to participate in a health plan offered by the School Board that has a comparable schedule of benefits to Blue Cross/Blue Shield Blue Choice. Current plans offered include Blue Cross/Blue Shield plans and Matthew Thornton plans. The district shall contribute toward the premium for any single plan chosen by an employee 82.5% of the premium of the plan up to a maximum monthly amount of $550, whichever number is lower. For fiscal year 2012 the maximum monthly contribution shall increase to $575 and for fiscal year 2013 the maximum monthly contribution shall increase to $600.***

The district shall contribute toward the premium for any two person plan chosen by an employee 72.5% of the premium of the plan up to a maximum monthly amount of $975, whichever number is lower. For fiscal year 2012 the maximum monthly contribution shall increase to $1,025 and for fiscal year 2013 the maximum monthly contribution shall increase to $1,060.

The district shall contribute toward the premium for any family plan chosen by an employee 60% of the premium of the plan up to a maximum monthly amount of $1,020, whichever number is lower. For fiscal year 2012 the maximum monthly contribution shall increase to $1,090, and for fiscal year 2013 the maximum monthly contribution shall increase to $1,150.

Additionally any employee electing a Lumenos HSA plan shall receive at least $1,000 annually from the district contributed to a health savings account, as long as the employee continues employment for the full year and participates in the plan for the full year. The $1,000 HSA contribution shall continue for fiscal year 2011, fiscal year 2012 and fiscal year 2013, and thereafter be reconsidered by the School Board. Part-time employees who work 20 or more hours per week shall have the option to purchase any district health insurance plan at the group rate with the total cost of the premium to be paid by the part-time employee.

15.3 Dental Insurance: Full-time Staff Members will be provided with payment toward either Northeast Delta Dental Health Care Coverages A, B, C and D, or some other plan with a comparable schedule of benefits, as follows:

100 percent of Coverage A; and 80 percent of Coverage B; and 50 percent of Coverage C (no deductible, with $1000 maximum per person per year); and 50 percent of Coverage D (with $1000 lifetime maximum per person for orthodontia age 19 and under). For the term of this Agreement the District will contribute 100 percent of the cost for single person membership. For two person membership, the District shall pay up to $75 per month. For a family membership, the District shall pay up to $85 per month.

15.4 Intermediate Term Income Protection: A full-time Staff Member who has exhausted his or her accumulated sick leave and becomes or remains ill or disabled, will be paid for such continued absence at the rate of 60 percent of his or her normal daily rate of pay until such time as long term disability commences or the cessation of the illness or disability, whichever occurs first. The combination of paid sick leave days and intermediate term disability days will not exceed ninety (90) for a single disability. This benefit plan shall apply to the illness and/or disability of a Staff Member only, and does not cover absences related to illness and/or disability of a member of his/her immediate family. The District will maintain payment of the Staff Member's medical insurance during this period.

15.5 Long-Term Disability (LTD): The District will purchase Long-Term Disability Insurance to cover all full-time Staff Members. The policy/policies will provide for income at sixty-six and two-thirds (66 2/3) percent of the Staff Member's salary commencing after ninety (90) calendar days of disability, continuing until age seventy (70) or the cessation of disability, whichever occurs first. A Staff Member on Long-Term Disability who recovers from said disability will have the right to return to his or her position for up to two (2) years from the date on which Long-Term Disability payments began. The District will maintain payment of the Staff Member's medical insurance premiums from the commencement of Long-Term Disability until the Staff Member is eligible for health care under Medicare but in no case for a period of more than three (3) years. If a Staff Member is disabled for part of a school year, s/he will receive credit for that year for computing years of service.

15.6 Commencement of Benefits: An employee who begins work prior to the fifteenth (15th) day of the month shall have his/her benefits paperwork processed in time for submission on the first day of the next month. An employee who begins work on or after the fifteenth (15th) day of the month shall have his/her benefits paperwork processed in time for submission on the first day of the second full month of employment.

ARTICLE XVI
LEAVE BENEFITS

16.1 Personal Leave: A full-time Staff Member will be granted "personal days" by the Principal or Superintendent to enable him or her to attend to personal affairs which, because of their nature, must be attended to at a time when the Staff Member would normally be required to work. Application for personal day(s) must be made, in writing, as far in advance as is possible. In cases of emergency, the request may be made by telephone, followed as soon as possible by the required written application.

If the reason for personal day(s) is, in the Staff Member's judgment, of an extremely personal nature, and he or she does not wish to share any information connected with the personal day(s) request, he or she will not be required to state the reason. However, it is not intended that a Staff Member will use the language of this section to refuse to give reasons for request that are not of an extremely personal nature.

No full-time Staff Member should expect to be granted more than three (3) personal days per school year, and no part-time Staff Member more than two (2) personal days per school year. Personal leave under this Article may not be used to extend a holiday, a vacation, or a long weekend. Therefore, Staff Members requesting personal leave before or after a holiday, a vacation, or a long weekend will be required to give specific reasons for their requests.

16.2 Professional: Each Staff Member may be granted one (1) day per year as a professional day upon approval of their appropriate supervisor. Additional professional days may be granted at the discretion of the School District.

16.3 Sick Leave: Each full-time Staff Member will be granted two (2) sick days at the beginning of the year and will also be entitled to one (1) day of sick leave per month. Such sick time may accumulate to a maximum of 90 days for full-time employees. Sick leave will be pro-rated for part-time employees.

Sick leave may be used for the Staff Member's own illness, disability, or essential treatments related to the Staff Member's health. Current years sick leave (maximum 14 days) and not accrued sick leave may also be used when the staff member's absence is required due to like conditions or illness of a member of his or her immediate family, excepting only unusual, adverse health circumstances as determined by the Superintendent. "Immediate family," as used here, shall be interpreted to include husband, wife, son, daughter, father, mother, brother or sister, of the Staff Member, or any relative living in the immediate household of the Staff Member. A Staff Member may be required by the Superintendent to furnish satisfactory medical proof of illness or disability after five consecutive days of absence due to illness or disability.

16.4 Bereavement Leave: A Staff Member who is absent due to death in his or her immediate family is granted up to five (5) days leave not chargeable to sick leave or personal leave. "Immediate family," as used here, shall be interpreted to include husband, wife, son, daughter, father, mother, brother, sister, grandparents or grandchildren of the Staff Member or of his or her spouse, or any relative living in the immediate household of the Staff Member.

16.5 Court/Agency Appearance: Any employee required to be present in court or at a hearing before an administrative agency of the government shall be granted up to three (3) days of non-cumulative leave with pay per year. This limitation of three (3) days shall not apply to jury duty. The employee shall not be required to use another category of leave. This leave may not be used for personal legal matters. The district shall pay employees full salary for any such days. The employee shall sign over to the district any fees received from the court/agency less expenses for travel.

16.6 Child Care Leave: Staff members who desire child care leave may be granted leave by the Superintendent without pay. The Superintendent may require a physician's statement or other medical evidence showing the necessity of child care leave. In any event not more than thirty (30) work days (six calendar weeks) of child care leave may be granted in any one contractual year, excepting only unusual, adverse health circumstances as determined by the Superintendent.

16.7 Accrued Sick Leave: Each staff member shall upon resignation or retirement, excepting only termination for just cause, be paid for unused, accrued sick leave days to a maximum of ninety (90) days at the following rate:

(1) ten dollars per unused, accrued day after ten years or more of service to the district

(2) twenty dollars per unused, accrued day after twenty years or more of service to the district.

ARTICLE XVII
NOTICES OF VACANCIES

17.1 The Board agrees to post notices of vacancies within the District on a bulletin board at each of the schools as soon as the existence of such vacancies is known. Such notices will include a description of the position, as it is then known to be, the requirements of the position, and the place and date at which an application is to be submitted. Staff Members shall be given equal opportunity to apply for any job vacancy within the District. The Board shall make the final decision in any event.

17.2 The posting period shall be four (4) calendar days, including two (2) school days, during the normal school year and ten (10) calendar days during the summer recess.

Exceptions to the posting period may be made for emergency situations with the written agreement of the building principal and an official representative of the Association.

ARTICLE XVIII
JURISDICTION AND AUTHORITY

18.1 The Board, subject to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the District.

18.2 The parties understand that neither the Board nor the Superintendent may lawfully delegate the powers which by law are vested in them, and this Agreement shall not be construed so as to limit or impair these respective statutory powers.

18.3 In the event that any provision of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect. Further, the parties agree to meet within fifteen (15) days from the date of said ruling to negotiate a new provision within the limits established by said authority using the procedures outlined herein.

ARTICLE XIX
DURATION

19.1 The provisions of this Agreement between the Hollis/Brookline Cooperative School Board and the Hollis Education Support Staff Association will be effective July 1, ***2010*** and shall continue in effect until June 30, ***2013*** subject to the approval of funds by the Hollis/Brookline Cooperative School District Meeting. Any extension shall be mutually agreed upon, in writing, by the parties and unless such extension is agreed upon, this Agreement shall expire on the date indicated herein. This Agreement shall not be modified orally, but only through negotiations, as specified in this Agreement.

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

APPENDIX A

Hollis Brookline Cooperative School Board-Hollis Education Support Staff Association
Salary Schedules 2010-2013

Category 1:	Office/Clerical Assistant, Instructional Assistant, Library/Media Assistant, Custodian, Food Service Worker
Category 2:	Maintenance Worker, Cook, Grounds Maintenance Worker, Receptionist
Category 3:	Special Education Program Para-educator, Special Education Classroom Support Para-educator, Building Maintenance Shift Supervisor, Head Cook
Category 4:	Secretary, Special Education Personal Care Para-Educator, ***504 Para-Educator***
Category 5:	Building Maintenance Supervisor, Audio Visual Technician, Senior Secretary, Grounds Maintenance Supervisor, ***Registrar***

COOP SUPPORT STAFF *2010-2011*

	CAT. 1	CAT. 2	CAT. 3	CAT. 4	CAT. 5
BASE	$10.13	$11.16	$12.23	$13.30	$15.37
STEP 1	$10.65	$11.71	$12.82	$13.94	$16.03
STEP 2	$11.24	$12.30	$13.41	$14.54	$16.62
STEP 3	$11.83	$12.89	$14.00	$15.13	$17.22
STEP 4	$12.44	$13.48	$14.60	$15.72	$17.82
STEP 5	$13.02	$14.09	$15.18	$16.31	$18.51
STEP 6	$13.76	$14.84	$15.95	$17.05	$19.16

Those employees on step 6 shall move off the step table and receive a cost of living increase of two percent (2%) for fiscal year 2010-2011.

COOP SUPPORT STAFF *2011-2012*

	CAT. 1	CAT. 2	CAT. 3	CAT. 4	CAT. 5
BASE	$10.41	$11.42	$12.46	$13.49	$15.50
STEP 1	$10.58	$11.57	$12.62	$13.64	$15.67
STEP 2	$10.98	$12.10	$13.18	$14.26	$16.33
STEP 3	$11.53	$12.70	$13.76	$14.87	$16.92
STEP 4	$12.14	$13.32	$14.36	$15.46	$17.53
STEP 5	$12.77	$13.88	$14.95	$16.07	$18.12
STEP 6	$13.36	$14.49	$15.55	$16.65	$18.81
STEP 7	$14.06	$15.21	$16.25	$17.33	$19.47

Those employees on step 7 shall move off the step table and receive a cost of living increase of two point one percent (2.1%) for fiscal year 2011-2012.

COOP SUPPORT STAFF ***2012-2013***

	CAT. 1	CAT. 2	CAT. 3	CAT. 4	CAT. 5
BASE	$10.58	$11.57	$12.62	$13.64	$15.67
STEP 1	$10.74	$11.74	$12.85	$13.89	$16.02
STEP 2	$10.96	$11.92	$13.08	$14.07	$16.21
STEP 3	$11.34	$12.43	$13.56	$14.63	$16.76
STEP 4	$11.87	$13.02	$14.12	$15.22	$17.35
STEP 5	$12.48	$13.60	$14.73	$15.83	$17.95
STEP 6	$13.09	$14.20	$15.33	$16.43	$18.56
STEP 7	$13.71	$14.80	$15.93	$17.00	$19.25
STEP 8	$14.37	$15.48	$16.61	$17.70	$19.87

Those employees on step 8 shall move off the step table and receive a cost of living increase of two point one percent (2.1%) for fiscal year 2012-2013.

APPENDIX B
GRIEVANCE AND ARBITRATION FORMS

Copies to: 1. Staff Member(s) Immediate Supervisor; 2. Principal (if not 1); 3. Superintendent; 4. Association

To: _____ Date: _____
Immediate Supervisor

From: _____ School: _____

Date of Grievance: _____

Statement of Grievance, including the specific violation or condition, will reference the specific Article of the School Board/HESSA Agreement violated:

Relief Sought:

_____
Signature

Date Received: _____

Relief Sought:

_____

Signature

Date Received: _____

LEVEL A

Submitted to: _____
Building Principal

Date Received: _____

Decision of Principal:

_____
Signature

Date: _____

- -

LEVEL B

Appealed Prior Decision to: _____
Superintendent of Schools
Date Received: _____

Decision of Superintendent:

_____
Signature

Date: _____

Opposing Position of Aggrieved Staff Member(s):

_____
Signature
Date: _____

LEVEL C

Submitted to Hollis Brookline Cooperative School Board:

Date Received: _____

Decision of School Board:

_____
Board Chair

Date: _____

- -

LEVEL D

Request to Submit Decision in Level C to Arbitration:

_____
Superintendent of Schools
Date Received: _____

_____
Association President

Date: _____

REDUCTION IN SUPPORT STAFF WORK FORCE

When a reduction in staff is necessary, the Superintendent shall notify, in writing, the association president, specifying the details of the anticipated reduction. Every reasonable effort will be made to accomplish such reductions by attrition (retirements, resignations, and refusal to contract).

Within each job title of the respective Categories listed in Appendix A of the Support Staff Contract, the least senior employee shall be laid off first. In addition, Category 4 Para-educators shall have seniority rights over Category 3 Para-educators with less seniority.

Seniority shall be defined as total years of employment in the Hollis Brookline Cooperative School District. Part-time employees shall accrue seniority on a pro-rated basis. Employees who are being laid off [or displaced] shall be given thirty (30) calendar days notice of lay-off.

Employees who are going to be laid off and who are qualified to fill vacant positions in other job titles shall have the right to apply for the positions and shall be given preference over outside applications if substantially equal.

Recall for Support Staff as listed in Appendix A and as noted in paragraph 2 of this policy shall be in reverse order of lay-off. A recalled staff member must signify his/her acceptance of recall within five (5) working days of receipt of notice, or forfeit said recall rights. Staff members who have been given other positions in the district to avoid lay-off shall have the right to return to their original positions. If they waive recall, all rights under this policy for that employee shall cease. Staff members shall retain recall rights for a period of 18 months from the date of lay-off. No new employee shall be hired in any vacant or new position while there are laid off employees substantially qualified to fill those positions.

1st Reading: July 20, 2006
2nd Reading: October 18, 2006
Adoption: October 18, 2006
Amended: January 24, 2007 and November 14, 2007
Amendments Adopted: November 14, 2007
Amended and Adopted: January 20, 2010
To become effective: July 1, 2010

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day of , *2010.*

HOLLIS BROOKLINE COOPERATIVE SCHOOL BOARD

By _____
Janice Tremblay, Chair

By _____
Tom Enright, School Board

By _____
Steve Simons, School Board

By _____
Dr. James O'Shea, School Board

By _____
Susan Hodgdon
Superintendent of Schools

HOLLIS EDUCATION SUPPORT STAFF ASSOCIATION

By _____
Penelope Arsenault, President

By _____
Lorrie Bendl, President