

AGREEMENT BETWEEN  
THE HOLLIS SCHOOL BOARD

and

THE HOLLIS EDUCATION SUPPORT STAFF  
ASSOCIATION/NEA-NH

**2010-2014**

July 1, 2010 to June 30, 2014

## Table of Contents

| Section   | Page |
|---|------|
| ARTICLE I - RECOGNITION                                   | 1    |
| ARTICLE II - NEGOTIATIONS PROCEDURE                       | 2    |
| ARTICLE III - PEACEFUL RESOLUTION OF DIFFERENCES          | 2    |
| ARTICLE IV - GRIEVANCE PROCEDURE                          | 2    |
| ARTICLE V - STAFF EVALUATION                              | 5    |
| ARTICLE VI - EMPLOYEE RIGHTS                              | 5    |
| ARTICLE VII - ASSOCIATION RIGHTS                          | 6    |
| ARTICLE VIII - MANAGEMENT RIGHTS                          | 7    |
| ARTICLE IX - DUES DEDUCTIONS                              | 7    |
| ARTICLE X - WORKING CONDITIONS                            | 8    |
| ARTICLE XI - OVERTIME                                     | 10   |
| ARTICLE XII - HOLIDAYS                                    | 10   |
| ARTICLE XIII - VACATIONS                                  | 11   |
| ARTICLE XIV - COMPENSATION                                | 12   |
| ARTICLE XV - INSURANCE BENEFITS                           | 13   |
| ARTICLE XVI - LEAVE BENEFITS                              | 15   |
| ARTICLE XVII - NOTICES OF VACANCIES                       | 16   |
| ARTICLE XVIII - JURISDICTION AND AUTHORITY                | 17   |
| ARTICLE XIX - DURATION                                    | 18   |
| APPENDIX A - SALARY SCHEDULE 2012-2013 <i>School Year</i> | 19   |
| APPENDIX B - GRIEVANCE AND ARBITRATION FORMS              | 21   |
| SIGNATURE PAGE FOR CONTRACT                               | 24   |

ARTICLE I  
RECOGNITION

1.1 The Hollis 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, para-educators, receptionists, office/clerical assistants, library/media assistants, instructional assistants, custodians, food service workers, grounds maintenance personnel and audio-visual technicians (hereinafter referred to as "Staff Member(s)" or "Staff") employed in the Hollis 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": for purposes of this Agreement, "week" is defined as being Thursday through Wednesday. This change is intended only to reconcile contract language with the District's current payroll schedule and it is not intended to have any cost impact on the District.*

(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. The parties agree to commence negotiations for a successor agreement on October 1 of the school year in which the agreement expires.

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 or the Public Employee Labor Relations Board 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. The arbitrator's decision may be appealed in accordance with the provisions of RSA 542.

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.

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 annual 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 a part of the skeleton staff will be required to make up the time when the students' 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 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.

10.4 Reduction in Force.

A. When it is determined to reduce the number of support staff, the following procedure will be utilized:

1. As soon as a reduction-in-force becomes necessary the President of the Association shall be notified in writing, specifying the nature of the proposed reduction.
2. Reductions will first be accomplished by attrition (resignations, retirements, refusal to contract).
3. If more reductions-in-force are necessary, then part-time Staff shall be laid off.
4. For purposes of this policy, classifications will be defined as the positions described in Appendix A.
5. Within these classifications, probationary staff shall be laid off first. If further reductions are necessary, then non-probationary staff will be laid off. Among non-probationary staff, the following criteria will be utilized:
  - a. New Hampshire Certification.
  - b. Academic and professional preparation beyond minimum requirements.
  - c. Performance as determined by previous evaluations.

6. If these factors are substantially equal, then seniority shall determine the order of layoff, with the least senior staff being laid off first. Seniority is defined as the total years of uninterrupted service to the Hollis School District within a bargaining unit position. Approved leaves or transfers to a non-bargaining unit position shall not result in loss of previously accrued seniority. However, resignation shall terminate all previously accrued seniority.

B. Staff shall be recalled in reverse order of layoff for any open position within the classification in which the layoff occurred. Only non-probationary staff shall be eligible for recall rights. The same conditions as A. 4 above shall apply to recall.

1. Laid off staff shall be eligible for recall for a two (2) year period following their final date of employment.
2. Staff shall be responsible for notifying the Superintendent in writing of their current addresses. Recall notices shall be mailed certified, return receipt requested.
3. Staff shall have twenty (20) business days to respond to any recall notice. Failure to accept recall to a permanent full-time position shall terminate the staff member's rights under this Article.
4. No new employees shall be hired for any vacancy within a classification while there are laid off personnel from those classifications available to fill those positions.
5. Staff members recalled shall retain previous seniority and other accrued contract benefits, such as accumulated sick leave.
6. Should a vacancy occur within a classification and there are no staff members on the recall list for that classification, then that vacancy shall be offered to the most senior staff member laid off from another classification who is certified and substantially qualified for that position. If the laid-off staff member refuses the vacant position, his/her recall rights shall be retained.

10.5 In the event that the administration elects to require any staff member to perform any hazardous duties which necessitate the staff member use safety goggles, gloves or other similar protective devices, the administration shall provide same at no cost to the staff member. This provision shall not be construed to imply any obligation for the administration to supply any uniforms or other routine clothing for staff members.

## 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 *Effective July 1, 2012, full-time, full-year Staff Members shall be eligible for vacation time as follows:*

| <i>Years of Service</i> | <i>Days</i> |
|-------------------------|-------------|
| 0-5                     | 10          |
| 6-10                    | 15          |
| 11+                     | 20          |

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 Wage Schedule *attached at Appendix A*, subject to approval of necessary appropriations by the voters of the District.

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 unless the Superintendent withholds the step increase due to unsatisfactory performance. The decision of the Superintendent may be appealed to Level C (the School Board) but shall not be subject to arbitration or an unfair labor practice at the Public Employee Labor Relations Board. The Staff Member shall be re-evaluated within ninety (90) work days after being informed in writing of the Superintendent's decision to withhold the step increase. If the Staff Member has corrected the performance deficiency, based upon an improvement plan provided by the supervisor, the step increase shall be granted effective as of the date of the re-evaluation.

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. Instructional Assistants and Para-educators will be reimbursed an additional one hundred and fifty dollars (\$150.00) up to a total of eight hundred dollars (\$800.00). 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. *Upon approval, reimbursement for courses necessary for certification will be made by the District to the appropriate vendor, prior to the course. If the staff member does not pass or attend the course, the District will recover the amount paid through payroll deduction.* 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. All Staff Members shall receive their pay via direct deposit, but those receiving paper paychecks prior to January 1, 2006 have the option to continue. There will be no more than two (2) accounts per employee.

14.5 Any Para-educator who receives State Certification shall be entitled to an added hourly wage adjustment as follows, subject to prior approval by the Superintendent.

Paraeducator I: Twenty-five cents (\$0.25) per hour

Paraeducator II: Fifty cents (\$0.50) per hour (non-cumulative)

14.6 A Para-educator for a medically complicated student may be eligible for a yearly stipend of up to \$5,000 at the discretion of the Superintendent.

14.7 Employees may be assigned by the Administration to attend up to three additional in-service days per year.

#### 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.

15.2 Health Insurance: Full-time Staff Members will be provided with partial payment toward either Blue Cross/Blue Shield Plan JY, JY MC, Blue Choice, Matthew Thornton Health Plan, or some other plan chosen by the Board with a comparable schedule of benefits at the option of the Staff Member. Blue Cross/Blue Shield Plan JY and JY MC will not be available after June 30, 2006, except to Staff Members subscribing to one of those plans on that date. The District will contribute 90% of the cost of a single Blue Choice plan for any district single person plan, 85% of the cost of a two-person Blue Choice plan for any district two-person plan, and 75% of the cost of a family Blue Choice plan for any district family plan, all up to a maximum district cost of *one thousand twenty-five (\$1,025.00) per month, effective July 1, 2012*. In any event, a Staff Member shall pay a minimum co-pay of 10% of the cost of any premium for any plan.

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 a two person membership the District shall pay up to \$75 per month. For a family membership the District shall pay up to \$83 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 eighty percent (80.0%) 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 ( $66\frac{2}{3}$ ) 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.

15.7 Part-time employees shall have the option to purchase, at their own expense, any School District health insurance at the District's group rate, providing that, if the addition of part-time employees increases, for any reason, the overall cost of insurance to the District, benefits shall be re-negotiated to compensate accordingly, to ensure no additional net cost to the District.

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.

*Staff Members may request to use accrued personal leave to take paid time off to celebrate a religious holiday not otherwise covered by the school holiday schedule. Staff Members wishing to use personal leave for this purpose must submit a written request to Administration at least thirty (30) days in advance of the holiday. While Administration reserves the right to deny any such request if appropriate coverage cannot be arranged, Administration will not unreasonably deny any such request.*

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 members 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.

*18.4 Notwithstanding any other provision in this agreement, any payment to an employee otherwise due upon his/her retirement shall be reduced by such amount as is necessary to prevent the District from being assessed a spiking penalty by the New Hampshire Retirement System. Any payment withheld under this article shall be due and payable 121-150 days after the employees' retirement so as to prevent the District from being assessed a spiking penalty by the New Hampshire Retirement System.*

ARTICLE XIX  
DURATION

19.1 The provisions of this Agreement between the Hollis School Board and the Hollis Education Support Staff Association will be effective July 1, 2010 and shall continue in effect until June 30, 2014, subject to the approval of funds by the Hollis School District Meeting. However, none of the contractual modifications negotiated as part in the parties' most recent negotiations and included in the parties' December 19, 2011 tentative agreement will apply retroactively, and will all have an effective date of July 1, 2012. Additionally, other than the additional cost items negotiated as part in the parties' most recent negotiations and included in the parties' December 19, 2011 tentative agreement, there will be no additional step increases or wage increases during or after the conclusion of this Agreement. 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 School Board – Hollis Education Support Staff Association  
 Salary Schedule 2012-2013 School Year

|        | Cat. 1   | Cat. 2   | Cat. 3   | Cat. 4   | Cat. 5   |
|--------|----------|----------|----------|----------|----------|
| Base   | \$ 10.55 | \$ 11.63 | \$ 12.73 | \$ 13.85 | \$ 16.01 |
| Step 1 | \$ 11.28 | \$ 12.35 | \$ 13.47 | \$ 14.56 | \$ 16.71 |
| Step 2 | \$ 12.00 | \$ 13.09 | \$ 14.19 | \$ 15.29 | \$ 17.47 |
| Step 3 | \$ 12.73 | \$ 13.84 | \$ 14.92 | \$ 16.03 | \$ 18.20 |
| Step 4 | \$ 13.47 | \$ 14.54 | \$ 15.65 | \$ 16.74 | \$ 18.92 |
| Step 5 | \$ 14.19 | \$ 15.28 | \$ 16.41 | \$ 17.49 | \$ 19.65 |
| Step 6 | \$ 14.92 | \$ 16.02 | \$ 17.11 | \$ 18.22 | \$ 20.38 |

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: *Para-educator*, Special Education Para-educator, Reading Specialist Para-educator, Head Cook, 1:1 Special Education Para-educator

Category 4: Secretary, Personal Care Para-educator

Category 5: Building Maintenance Supervisor, Audio Visual Technician, Senior Secretary, Grounds Maintenance Supervisor

The Superintendent may in his/her discretion place Instructional Assistants or Para-educators with a Bachelors degree into Category 4 and with a Masters Degree or New Hampshire Teaching Certification into Category 5.

*2012-2013 School Year*

*On July 1, 2012, a one-step increase will be granted to each employee currently on the salary schedule, and a 2.25% increase to wages will be granted to those employees at the top step of the salary schedule or off the salary schedule [the intent is that each employee will either receive a step increase or the percentage increase to wages, but not both.]*

*2013-2014 School Year*

*On July 1, 2013, an increase in wages will be granted to all employees in the same amount as the average percent change in the CPI-U in the Boston-Brockton-Nashua area, as calculated by the United States Department of Labor, Bureau of Labor Statistics, for the period November 2011 to November 2012. Notwithstanding the foregoing, in no event will this increase to wages in year two of the Agreement be less than 2.0% or more than 3.0%.*

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: \_\_\_\_\_

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 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: \_\_\_\_\_

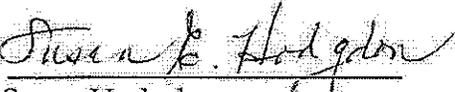
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27 day of June, 2012.

HOLLIS SCHOOL BOARD

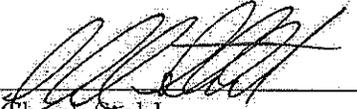
HOLLIS EDUCATION SUPPORT  
STAFF ASSOCIATION NEA-NH

By   
Robert Mann 6/22/12  
School Board Chairman

By   
Penelope Arsenault  
President, HESSA

By   
Susan Hodgdon  
Superintendent of Schools

By   
Ann Robinson  
HESSA Bargaining Team

By   
Chuck Stohl  
HESSA Bargaining Team