Master Agreement

by and between the

Hooksett School District

and the

Hooksett Educational Support Professionals Association

for the period

July 1, 2011 Through June 30, 2013

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PREAMBLE

The Hooksett School Board (hereinafter "the School Board") and the Hooksett Educational Support Professionals/NEA-NH (hereinafter "the Union"), hereby enter into the following Agreement.

ARTICLE 1 – RECOGNITION

1.1 The School Board recognizes the Union as the exclusive bargaining representative of those Hooksett School District (hereinafter "the District") employees holding positions for which the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Union as the exclusive bargaining representative.

1.2 The Certification of Representative and Order to Negotiate, dated September 9, 2005 and issued by the Public Employee Labor Relations Board (PELRB) (Decision No. 2005-118), includes the following positions in the bargaining unit: School Nutrition Service Assistants, School Nutrition Service Supervisors, Secretaries, Clerks, Library Assistants, Title I Tutor, Computer Technician, Custodians, Lead Custodians, and Paraeducators.

ARTICLE 2 – NEGOTIATION PROCEDURES

2.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, the Public Employee Labor Relations Law.

2.2 The Union will notify the School Board of its intent to negotiate no later than July 1 of the year before the expiration of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The School Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District, to non-renew employees, and to suspend, demote, discharge, withhold wage increases, or take any other disciplinary action against the employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees; and (i) to take actions as may be necessary to carry out the mission of the District in emergencies.

3.2 The School Board may, at its discretion, adopt either a days-based school year or an hours-based school year under N.H. Admin. R. Ed 306.18. The Board shall determine the number of student hours and days per year.

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

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

ARTICLE 4 – UNION RIGHTS

4.1 The Union will have the right to use school buildings, without cost, immediately before and after school for meetings provided there is no interruption to regular school activities. Requests for the use of buildings will be made to the superintendent in advance.

4.2 The Union may use school equipment normally used by employees for Union activities provided notice is provided to the building Principal. However, expendable material will be at the expense of the Union.

4.3 The Union will have the right to post notices of its activities and matters of employee concern. One bulletin board shall be designated in each school for this purpose, in a location agreed upon by the parties. No union notice shall be posted in or around the Board's property except on such boards, and no notice shall be posted until it has been signed by the appropriate union representative. The union shall continue to have the use of the employee mailbox system.

4.4 The President of the Union or his/her designee may be granted time off with pay for the purpose of attending Union business meetings, state association meetings, attending training sessions, or testifying before legislative bodies. The total number of days used for this purpose shall not exceed an aggregate total of two (2) days. Notice shall be provided to the superintendent at least five (5) school days in advance of such absence. The days may be used in half-day increments. The Union shall reimburse the District for the cost of a substitute, if hired. These days are in addition to those days referenced in Section 12.6.

4.5 The Union president shall be given a list of any newly hired bargaining unit member within 30 calendar days of initial start date.

ARTICLE 5 – PERSONNEL FILES

5.1 An employee shall have the right to examine his/her personnel file(s) upon twenty-four (24) hours written notification excluding weekends and holidays. This condition may be waived by the Superintendent provided office staff can accommodate such a request.

5.2 An employee may submit a written response to any material in the folder and have said response attached to the original material. There shall be no obligation on the part of the Administration or the Board to respond to the employee's comments and, if no response is made, it shall not be deemed or construed to be an acceptance of, or agreement with, the employees' comments. The District will, however, acknowledge receipt of the employee's comments.

5.3 Except as otherwise provided by law or regulation, the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents received prior to the employee's initial employment.

5.4 No derogatory material shall be added to the personnel file of an employee without a copy of said material first being given to the employee. The employee shall sign a statement acknowledging only that the employee has received a copy of said material. Anonymous complaints about an employee will not be used for disciplinary action or negative evaluations.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 A. A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is established by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone; (5) a complaint concerning the substance of an evaluation of an employee's performance; (6) any matter listed in Article 3; and (7) any matter which this Agreement states shall not be subject to the grievance process.

B. For purposes of Article 4, "days" shall mean school days, except that during summer school vacation, days shall mean Mondays through Fridays excluding holidays.

6.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within fifteen (15) days of its occurrence.

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

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

6.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her building principal. A union representative shall be excluded from this meeting if the employee so requests, however, any resolution of the grievance shall not be inconsistent with the terms of the Agreement. The union shall be notified of any such resolution of the grievance.

6.4 Formal Procedure:

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

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

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

6.5 The following procedure shall be used to secure the services of an arbitrator:

The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) days following receipt of the request for arbitration, either party may request the American Arbitration Association ("AAA") to submit to the Union and the superintendent, rosters of persons qualified to function as the arbitrator. The AAA shall thereafter appoint the arbitrator and provide administrative services in accordance with its rules.

6.6 At Step 3, arbitration, the Union shall not be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the superintendent.

6.7 The arbitrator shall limit himself/herself to the issue(s) submitted. He or she shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

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

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

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

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

6.12 A Union representative may be present with the grievant at all steps of the grievance process if requested by the grievant, however, only the Union, on behalf of the employee(s), may request arbitration.

ARTICLE 7 – DISCIPLINARY PROCEDURES

7.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.

7.2 Expiration of a letter of agreement, severance with 10 work days notice per Section 8.1, expiration of an assignment and reduction-in-force shall not constitute discipline and shall not be subject to the grievance procedure. The employee does have the right to meet with the Superintendent.

7.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.

7.4 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.

ARTICLE 8 – LETTER OF AGREEMENT

8.1 The District shall provide by June 15 of each year, for continuing employees only, a letter of agreement to reemploy, signed by the Superintendent, or his or her designee, including the expected position, expected rate of pay, expected hours per day, and expected days per year. Such letter of agreement will specify that the School District may end the employment of the individual holding that position by providing ten (10) work days written notice. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.

8.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by July 1. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

8.3 The employee's signature on the letter of agreement shall constitute an acknowledgement by the employee that the information contained therein is true and accurate.

8.4 Once an employee returns a letter of agreement by July 1, should a change in the expected terms of employment be contemplated by the District, the employee shall be consulted prior to any change being made.

8.5 Each employee shall be provided with a copy of his/her job description if one has been established for his/her position. The Board, or its designee, shall consult, but not negotiate, with the Union and bargaining unit employees prior to the adoption or modification of job descriptions. Upon revision of a job description, the employee shall be provided with an updated copy, and shall have the right to consult with the superintendent concerning said revisions before they become final.

ARTICLE 9 - VACANCIES, TRANSFERS AND REASSIGNMENTS

9.1 A vacancy shall exist when a member of the bargaining unit leaves her/his position or the employer creates a new position covered by this agreement and the Board, or its designee, elects to fill the position.

9.2 Notices of bargaining unit vacancies shall be posted on the official bulletin board in each school by the District. Such notice shall be posted within five (5) business days of the position becoming vacant or created. Such notice shall be posted for a period of at least five (5) business days. This posting may be waived by mutual agreement.

9.3 The posting shall contain the title of the position, wage rate and minimum qualifications.

9.4 "Business days," for purposes of this article, shall mean Mondays through Fridays, excluding legal holidays and school vacations during the school year.

ARTICLE 10 – WAGES

10.1 Effective July 1, 2011, employees shall receive a 2.0% "cost of living" wage increase.

10.2 Either party, with written notice to the other by September 1st, 2011 may reopen negotiations on wages only, under this agreement, for the 2012-2013 contract year. In the event neither party requests to reopen negotiations in accordance with this provision, or unless otherwise agreed by the parties, no cost of living increase shall occur.

10.3 A. An additional 1.0% cost of living increase (based upon the total 2010-2011 payroll for all unit members) shall be placed in a "pool" for the first year of the CBA. The 1.0% shall be disbursed per the joint labor-management committee established by the parties.

[See parties' Memorandum of Agreement attached hereto]

B. Any and all pay adjustments under this agreement are deemed to be cost of living increases within the meaning of RSA 273-A:12,VII.

ARTICLE 11 – INSURANCE

11.1 Health Insurance:

11.1.1 The District shall offer the following health insurance plans: Standard SchoolCare POS, Standard SchoolCare HMO, Standard SchoolCare OA+, or equivalent plans.

11.1.2 For all employees who work at least 30 hours per week and at least 180 days per year, the District shall pay 85% percent of the premium for whichever plan and coverage (single, 2-person or family) the employee selects.

11.2 Dental Insurance:

11.2.1 For all employees who work at least 30 hours per week and 180 days per year, the District shall pay 100% percent of the premium for SchoolCare dental insurance (Benefit Plan DPO 1) with whichever coverage (single, 2-person or family) the employee selects.

11.2.2 All other employees may participate in said health insurance plans at their own expense, subject to the insurer's permission.

11.3 Life Insurance.

11.3.1 For all employees who work at least 30 hours per week and 180 days per year, the District shall provide Thirty Thousand Dollars ($30,000.00) in term life insurance.

ARTICLE 12 – LEAVES

12.1 Sick Leave:

12.1.1. Employees who work at least 35 hours per week and at least 200 days per year shall accrue one day per month, to a maximum of ten (10) days per calendar year and up to a maximum accrual of 50 days, as paid sick leave.

12.1.2 Other employees who work at least 25 hours per week and at least as many work days as student days per year shall accrue 7 paid sick days per full school year, up to a maximum accrual of 33 days.

12.1.3 If an employee utilizes sick leave for three (3) or more consecutive work days, the superintendent or his/her designee, may require a doctor's note for verification.

12.1.4 Sick Leave Contingency Bank: The sick leave contingency bank is intended to serve a member who, because of extended and serious illness, has exhausted his/her individual sick leave.

Provisions:

1. Each employee wishing to be covered agrees to donate one (1) day he/she is allowed to accrue in a one-year period, to be deposited in said bank, such day to be deducted from the employee's annual sick leave.

2. Days contributed to the Sick Leave Bank shall, subject to the provisions below, be carried over to the next school year. If, at the beginning of any school year, the number of sick bank days available equals or exceeds seventy-five (75) days, members will not be permitted to contribute an additional day. If during the course of the school year the number of days in the sick leave bank falls below seventy-five (75) days, any employee wishing to be covered must donate one (1) day in accordance with the provisions of Section 1 above. Any new employee wishing to be covered must agree to donate one (1) day in accordance with the provisions of Section 1.

3. The sick leave contingency committee shall be comprised of the following:

   a. Three (3) unit members, one from each school voted by the unit members in that school who are enrolled in the sick bank.
   b. One school board member.
   c. One administrator, but not the Superintendent.

4. The sick leave contingency committee will make recommendations as to the granting of sick leave contingency days, and how many such days shall be awarded. The recommendations shall be based upon guidelines developed by the committee.

5. Any unit member needing to utilize the contingency must submit to the committee: i) written request to the committee specifying the number of days requested, and ii) a doctor's certificate verifying the applicant's illness.

6. The requesting unit member shall also send a letter to the Superintendent requesting that a copy of that member's attendance record be sent to the committee.

7. The committee's written recommendation will be forwarded to the Superintendent within seven (7) school days of receipt of all necessary documents by the committee. The committee's recommendation shall be advisory only. The final decision shall be at the sole discretion of the Superintendent.

8. The Superintendent shall inform the applicant of his/her decision upon receipt of the committee's recommendations.

9. The annual anniversary date for enrollment into the sick leave contingency bank shall be the fifteenth (15) day of September.

10. In no event may a unit member utilize more than sixty (60) days from the sick leave bank for any illness.

12.2 Personal Leave:

12.2.1 Employees who work at least 25 hours per week and at least 180 days per year may use up to 3 days per calendar year as paid personal days.

12.2.2 Personal leave may be taken for urgent personal business that cannot be conducted outside school hours. Except as may be specifically authorized by the superintendent, personal leave may not be used for any other purpose. Personal leave shall not be taken immediately before or after a vacation or holiday unless otherwise granted at the discretion of the superintendent. The superintendent's decision shall not be subject to the grievance procedure.

12.2.3 The employee shall provide at least 48 hours advance notice to the principal of the need to take personal leave, except in emergencies.

12.2.4 Personal leave may not be accumulated or carried over from year-to-year.

12.3 Bereavement Days:

Upon approval of the superintendent, employees are permitted to take up to five (5) paid days for deaths in the immediate family or household. The "immediate family" means the employee's spouse, children, parents, parents-in-law, grandparents, grandchildren, siblings, domestic partner and "significant other." Additional days, with or without pay, may be granted upon request to, and at the discretion of, the superintendent. The superintendent's decision regarding additional days shall not be subject to the grievance procedure. Bereavement leave may not be accumulated or carried over from year-to-year.

12.4 Vacation:

12.4.1 Employees who work at least 35 hours per week and at least 250 days per year shall earn the following paid vacation leave based upon their completed years of service:

A. From date of hire to 5 years of service to the Hooksett School District, 0.8333 days per month (2 weeks per full calendar year).

B. Upon completion of five (5) years of service to the Hooksett School District, 1.25 days per month (3 weeks per full calendar year).

C. Upon completion of fifteen (15) years of service to the Hooksett School District, 1.666 days per month (4 weeks per calendar year).

12.4.2 Employees shall obtain approval from their immediate supervisor prior to taking vacation leave.

12.5 Holidays:

12.5.1 Custodians and secretarial staff who work at least 35 hours per week and at least 200 days per year shall receive the following paid holidays:

New Year's Day
Civil Rights Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

12.6 Paid Association Leave – The Association shall be permitted to send two (2) members for one (1) day with pay to the NEA-NH Delegate Assembly each year.

12.7 Unpaid Leave: Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the superintendent. The superintendent's decision shall not be subject to the provisions of the grievance procedure.

12.8 Military Leave: Military leave of Absence shall be granted by the Board in accordance with existing State and Federal Statutes. An employee called to serve not more than a fourteen (14) annual training day tour of duty with the National Guard or Armed Forces Reserves, will be paid the difference between his/her pay for such government services and the amount of earnings lost by him/her for reason of such service, based on the employee's regular daily rate.

This provision shall not apply to any employee who has a tour of duty scheduled during the school year and who could postpone said tour of duty until the summer, but who instead chose to serve said tour of duty during the school year.

12.9 Jury Duty Leave: When an employee is called to jury duty, the employee shall receive full pay and benefits. It is understood that the employee shall turn over jury duty pay to the District for any days served that are also contracted work days. At the conclusion of the employee's daily period of jury duty, he/she shall return to work if such can be accomplished during the school day.

ARTICLE 13 – DUES AND DEDUCTIONS

13.1 Upon individual written authorization (see Appendix A) by an employee who is a member of the Union, the District agrees to deduct from the pay of such employee the current Union dues, as certified to the District by the Treasurer of the Union. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. The District shall forward the amount so collected to the Union at least once per month. However, the District shall not deduct dues from the wages of any employee who notifies the District in writing that he/she is withdrawing a previous authorization for such deductions.

13.2 Employees who are not members of the Union shall be required to pay a fair share fee as determined by the Union, not to exceed actual membership dues. This fee shall be payroll deducted in accordance with the other provisions in this Article.

13.3 Should there be a dispute between an employee and the Union and/or the District, over the matter of deductions, the Union agrees to defend, indemnify and hold harmless the Board, the District and their agents in any such dispute.

ARTICLE 14 – REDUCTIONS IN FORCE

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

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

ARTICLE 15 – SEPARABILITY

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

ARTICLE 16 – EVALUATIONS

16.1 At a minimum, all employees shall be formally evaluated at least once per school year. The employee's supervisor shall meet with the employee concerning the evaluation. Teachers and others may provide information and make recommendations, orally and in writing, to supervisors concerning the performance and evaluation of bargaining unit employees.

16.2 In the evaluation, an employee shall be notified of any alleged deficiencies in performance, and given direction and suggestions for improvement.

ARTICLE 17 – DURATION

17.1 This Agreement shall be in full force and effect from July 1, 2011 through June 30, 2013.

17.2 The District agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.03(b).

ARTICLE 18 – RETIREMENT

Notwithstanding any other provision in this Agreement, the amount otherwise payable to an employee shall be reduced, by such amount as is necessary, to prevent the School District from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a or similar law. Any such funds so reduced shall be due and payable to the employee no earlier than 121 days or later than 150 days after the employee's date of retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System.

APPENDIX A

UNION DUES AND FAIR SHARE FEE AUTHORIZATION FORM

Date: _____

I, _____, hereby authorize the Hooksett School District to deduct my membership dues totaling $ _____ or my fair share fee totaling $_____ from my paychecks. The deduction shall be divided in equal amounts beginning on _____ and transmitted to the Hooksett Educational Support Professionals' Treasurer as prescribed by agreement between the District and the Union. The amount stated above is correct as of the date of this authorization, but may change from time to time as determined by the Union. When such change takes place, you are hereby authorized to deduct the then current amount.

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

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

Signed: _____

School District Office Record:

Received by _____

Title: _____

Date: _____

One copy to the Union's Secretary/Treasurer

One copy for the Union Member or Fair Share Fee Payer

Appendix B

BENEFIT MAINTENANCE

The parties agree that the benefits of certain employees may not correspond to the benefits as may be prescribed in this agreement. The parties agree that the employees listed below shall not have their benefits, as noted, diminished as a result of this agreement. Also, their benefits shall be enhanced at such time as they become eligible for upgrades or improvements as may be prescribed in this agreement.

Sick Leave

Tracey Huppe	Works 6.0 hours per day for 181 days	Receives 7 days - Accumulates 33
Susan Niederman	Works 3.0 hours per day for 103 days	Receives 4 days - Accumulates 33
Cheryl Purington	Works 4.5 hours per day for 181 days	Receives 7 days - Accumulates 33

Personal Leave

Tracey Huppe	Works 6.0 hours per day for 181 days	Receives 3 days
Susan Niederman	Works 3.0 hours per day for 103 days	Receives 2 days
Cheryl Purington	Works 4.5 hours per day for 181 days	Receives 2 days

Vacation

Paul Palmer	DOH 7-2-03	Currently receives 11 days

Life Insurance

Kelly Alois	Works 5.0 hours per day for 191 days
Jenny Townley	Works 5.5 hours per day for 181 days

HOOKSETT SCHOOL BOARD AND
HOOKSETT EDUCATIONAL SUPPORT PROFESSIONALS/NEA-NH

MEMORANDUM OF AGREEMENT RE:
LABOR-MANAGEMENT COMMITTEE

The parties hereby establish a labor management committee. The committee shall begin its work following ratification of the parties' 2011-2013 tentative agreement by voters and is formed for the purpose of determining disbursements out of the "wage pool" created as part of the parties wage settlement in said tentative agreement. More specifically, the parties agree as follows:

A. The committee shall be composed of six (6) members with equal representation from parties. The District shall appoint three (3) members to represent its interest and the Union shall appoint three (3) members to represent its interest.

B. Following ratification by voters, the committee shall meet on a regular basis until disbursements of all monies in the pool are determined, or until May 15, 2011. If the committee is unable to reach agreement on disbursement of any portion of the pool by that date, those monies shall be distributed equally amongst all remaining bargaining unit employees yet to receive a disbursement from the pool. The disbursement of pool monies, as determined by the committee, shall be added to the annual wage of unit employees.

C. The disbursement decisions of the Committee shall be final. All monies placed in the pool shall be disbursed by the Committee no later than May 15, 2011.

D. While the final decision on hiring rates rests with the superintendent and School Board, the labor-management committee shall further meet for purposes of studying and recommending wage guidelines for new hires, and shall make such recommendations to the superintendent by June 30, 2011.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their representatives.

HOOKSETT SCHOOL BOARD

By [signature]
Title Board Chair

By James A Sullivan
Title Board member

By Cheryl Akstin
Title [signature]

By Trisha Korhosz
Title Board Member

By [signature]
Title Board Member

HOOKSETT EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION

By Kate A. Sandler
Title Co. president

By Diane Lovejoy
Title Co. President

By Kenneth B. Chustee
Title Negotiator

Joe Saxon
NEGOTIATOR

Bernice S. Gillen

Amanda [signature]