AGREEMENT

BETWEEN THE

MANCHESTER
BOARD OF SCHOOL COMMITTEE

AND THE

ASSOCIATION of
MANCHESTER PRINCIPALS
Affiliated with Teamsters Local 633 of NH

ON BEHALF OF PRINCIPALS AND
ASSISTANT PRINCIPALS

2010-2013

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PREAMBLE

The Manchester Board of School Committee and the Association of Manchester Principals affiliated with Teamsters (Local 633) recognize that the development of a quality educational program for the children attending the public schools of Manchester is a joint responsibility that can be best achieved by agreement that all parties work toward common goals. The Manchester Board of School Committee and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community. The parties agree that this Preamble shall not be subject to any grievance or arbitration provisions hereinafter set forth.

The Manchester Board of School Committee (referred to hereinafter as the "Board") and the Association of Manchester Principals (referred to hereinafter as the "Association") agree as follows:

ARTICLE ONE

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative pursuant to provisions of New Hampshire RSA 273–A for all Secondary School Principals, Assistant Secondary School Principals, Middle School Principals, Assistant Middle School Principals, Elementary School Principals, and full–time Elementary School Assistant Principals of the Manchester School District, hereinafter referred to as "bargaining unit members". Excluded from recognition or coverage under this Agreement are the Superintendent, Assistant Superintendents, all administrative personnel, temporary help, attendance officers, social workers, all full–time workers on general projects and all other job classifications and employees of the Manchester School District, SAU No. 37. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those bargaining unit members in the job classifications set forth in the first sentence of this Article. Unless otherwise indicated, references to males include females.

ARTICLE TWO

NEGOTIATIONS PROCEDURE

A. The parties agree, in the interest of good faith effort to reach agreement, to negotiate on wages, hours and conditions of employment, other than those managerial policies referred to in RSA 273-A:I,XI, which are the exclusive prerogative of the Board.

B. On or before December 1 of the year preceding the expiration date of this Agreement, either party may notify the other party of its intent to negotiate the terms of a successor agreement. By February 15 of the year of the expiration date of the contract, the parties shall meet to begin the collective bargaining process.

C. The Board will, upon written request of the Association, within a reasonable period of time, make available to the Association such information as may be allowed by law, which is necessary for negotiations and the resolution of grievances.

D. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board unless, and until, the necessary appropriations have been made by the Board of Mayor and Aldermen.

E. Disagreements over interpretations and applications of this Article shall be resolved either by arbitration, the PELRB or a court of competent jurisdiction. Use of one forum precludes use of the others by the party which makes the initial choice. Either party to this Agreement may exercise any right of appeal to a forum of competent jurisdiction.

ARTICLE THREE

STRIKES, SANCTIONS, RESIGNATIONS AND LOCKOUTS

The Board and the Association desire uninterrupted services and, therefore, it is agreed that during the term of this Agreement, the Board shall not cause or sponsor any lockout, and the Association shall not cause, sponsor, encourage or condone any strikes, sanctions, wholesale resignations, job actions or any curtailment or interruption of the operations of the Manchester School District. Both parties agree that they will immediately disavow any such activity. If, at the expiration of the Agreement, the Board and the Association have not reached agreement on a Master Agreement for the following school year, the Association may engage in any activity which is not unlawful in the State of New Hampshire.

ARTICLE FOUR

MANAGEMENT CLAUSE

The Association agrees that, except as specifically abridged or limited by the provisions of this Agreement or any agreement that may hereafter be made, all of the rights, powers and authority of the Board and its agents to manage, direct or supervise all of the operations of the Manchester School District and its employees in all its phases and details shall be retained by the Board and its agents and the exercise of any such right as set forth in this Article shall not be subject to the grievance or arbitration provisions of this Agreement.

The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions and authority which by law are vested in them.

ARTICLE FIVE

SALARIES

A. The Agreement between the Manchester Board of School Committee and the Association of Manchester School Principals in effect from July 1, 2007 to June 30, 2010 shall continue in full force and effect until June 30, 2013 modified by the following agreements:

1. The salary schedule increase for 2009-2010 shall be 0% for the first 65% of the work year and a 2.5% increase to the salary schedule effective the remaining 35% of the work). Effective with the 9/17/09 payroll the salary will return to the schedule of 10/1/08. Principals will receive 5 payrolls at the new rate and will receive the next 17 at the old rate beginning 9/17/09 – 4/29/10. Effective with the 5/13/10 payroll and the remaining 4 payrolls (5/13/10 – 6/24/10) will be paid at the new rate of 2.5% increase. Those unit members who are eligible to participate in the NHRS and give notice by March 31, 2010 of intent to retire during or at the end of the 2009-10 work year shall receive a 2.5% raise effective for the entire year paid in equal amounts in each pay period after the notice has been given. Should a unit member recant and not retire after receiving the 2.5% raise, that unit member will have 1.5% of salary deducted from the last pay

check. If there are no remaining pay periods, the member shall repay the 1.5% within 30 days of the end of the school year.

2. The salary schedule in effect on June 30, 2010 shall be increased by 1.5% for the 2010-2011 work year.

   Should a unit member retire after the 2009-2010 work year and before the end of the 2010-2011 work year, that member shall be made whole for a raise of 2.5% for 2009-2010 and pro-rated 1.5% for days worked in the 2010-2011 work year.

3. The salary schedule in effect for the 2010-2011 work year shall be increased by 2.5% for the 2011-2012 work year.

4. The salary schedule in effect for the 2011-2012 work year shall be increased by 2.5% for the 2012-2013 work year.

B. All bargaining unit members shall be paid in twenty-six (26) equal installments each fiscal year, beginning with the second Thursday in July.

C. Bargaining unit members who may be required to use their own automobile in the performance of their duties shall be reimbursed at the IRS rate for all driving done by them outside the Manchester City limits. The distance shall be computed by the Superintendent or the Superintendent's designee.

D. A bargaining unit member, who serves in another administrative capacity, for twenty (20) consecutive days or more, shall receive the base salary for that capacity, providing that the base salary for that capacity is higher.

E. Bargaining unit members, qualifying for a salary adjustment because of the attainment of additional college credit, shall be paid on the new scale effective July 1st of each year, and will have until that date to submit documentation of completion of courses. Bargaining unit members, qualifying for a higher scale at the close of the fall or winter semester, will be paid on that scale effective February 1st each year and will have until that date to submit documentation.

F. It is agreed that the Association and the Board will enter into discussions relative to the concept of compensation based on performance. These discussions will take place during the 2000-2001 school year between no fewer than three representatives of the Board and three representatives of the Association. The results of these discussions shall be reported to the Board and to the Association on or before June 30, 2001.

ARTICLE SIX

INSURANCE

A. Effective July 1, 2000, the Board agrees to provide hospital/medical insurance coverage under Blue Cross–Blue Shield Blue Choice Plan with benefit coverage equal to the best plan provided to any other group or individual in the school district. Effective as soon as practicable after the date of

ratification, the Board will continue to provide the Blue Choice Plan, except the bargaining unit members' co-pay shall be as follows:

Effective September 1, 2006, the co-pays shall be as follows:

Option I (primary care physician) office visit -- $15.00
Option II (self referral to specialist) office visit -- $30.00
Emergency Room -- $75.00
Generic prescriptions (one month supply) -- $10.00
Other prescriptions (one month supply) – 15.00
Mail order prescriptions (three month supply)

Benefit Summary – Appendix D

HMA vs. Mathew Thornton Blue Plan

B. Also, the Manchester School District may, in its so
different carrier, provided the benefits are comparable with
insurance plan, and provided that such change does not
below. It is further agreed that the Manchester School Dist
Cross–Blue Shield Blue Choice Plan, health insurance pla
plans have been approved by the Associati

B1. Effective September 1, 2009, the District shall pay 87
cost. Effective July 1, 2010, the District shall pay 86.5% o
Effective July 1, 2011, the District shall pay 86% of the Blue
July 1, 2012, the District shall pay 85.5% of the Blue Cross/E

a. Effective September 1, 2009, the District shall pay 94.5% of the HMA Access Blue Plan's premium cost. Effective July 1, 2010 94% of the plan's premium cost. Effective July 1, 2011 93.5% of the plan's premium cost and effect July 1, 2012 93% of the plan's premium cost.

b. Effective September 1, 2009, the District shall pay 84.5% of the Northeast Delta Dental monthly premium for the coverage selected by each employee, and each employee shall pay 15.5% of the cost. Effective July 1, 2010 the District shall pay 84% of the monthly premium and the employee pay 16% of the cost. Effective July 1, 2011, the District shall pay 83.5% of the monthly premium and each employee will pay 16.5% of the cost. Effective July 1, 2012, the District shall pay 83% of the monthly premium and the employee shall pay 17% of the cost.

B.2. All bargaining unit members shall be covered from the first day of employment, provided the bargaining unit member has been hired and has completed and returned to the Administration the application forms for such coverage at least thirty (30) days prior to the first day of contracted employment. The Administration shall send to all new employees covered by this contract, immediately upon hiring, all necessary forms for health insurance coverage.

C. The Manchester School District agrees to establish a fund to provide for the payment of Fifty Thousand Dollars to the named beneficiary or estate of any member of the bargaining unit who dies from any cause while employed by the Manchester School District or who dies within sixty (60) calendar days of separation from service with the Manchester School District because of paid

retirement, disability retirement or resignation due to health reasons. There shall be no right to the Fifty Thousand Dollar benefit under this provision beyond the sixty (60) calendar day period referred to in the preceding sentence. It is agreed by the parties that the Board and/or the Manchester School District shall have the sole right to determine whether the Manchester School District will make the payment referred to above from the fund established by the Manchester School District or contract with an insurance carrier or another company of the Manchester School District's choosing to provide this benefit.

D. It is agreed that if any other group of District employees receive a paid dental benefit during the term of this Agreement, it shall be offered to the members of this bargaining unit on the same basis as it is given to the other employee group(s).

The Board agrees to continue coverage under Delta Dental Insurance Plan Coverage A, B and C as agreed to by the parties. The Board shall pay an amount not to exceed eight-five percent (85%) for the coverage selected by the bargaining unit member. The annual maximum dental allowance will continue to be $1500.00 per person, per year. See Appendix F

E. Liability insurance coverage, and/or self–insurance, and indemnification for any deductible amount of the liability coverage shall be maintained for bargaining unit members under the same terms and conditions as for other employees of the City.

F. The Board agrees to create a Salary Reduction Dependent Care Assistance Plan in accordance with current Federal laws and regulations. The DCAP will be maintained for the exclusive benefit of the members of the bargaining unit as long as it is approved by the Internal Revenue Service and in compliance with applicable Federal laws and regulations.

G. Effective on the date of ratification of this Agreement, the District will pay one thousand five hundred dollars ($1500.00) to any bargaining unit member who terminates his/her existing health insurance coverage under the District's plans and who also provides satisfactory evidence that he/she has valid alternative health insurance coverage elsewhere.

ARTICLE SEVEN

PROFESSIONAL DEVELOPMENT

A. The Board will pay ninety percent (90%) of the cost of seminars, workshops, conference fees, tuition for courses, textbooks and required course fees taken upon the approval of the Superintendent.

B. If a specific course for the purpose of acquiring additional skills is required of a bargaining unit member by the Superintendent, the Board will pay the cost of tuition, required course textbooks and required fees for such courses.

C.1. Effective July I, 2000, the Board shall expend no more than Three Thousand Dollars ($3,000.00) per year (July I through June 30) for each bargaining unit member, provided however, that the total annual expenditure (July I through June 30) by the Board for all bargaining unit members shall not exceed Twelve Thousand Dollars ($I2,000.00). Effective July 1, 2001 through June 30, 2002, the

annual expenditure shall not exceed Fifteen Thousand Dollars ($15,000.00). Effective July 1, 2002 through June 30, 2003, the annual expenditure shall not exceed Eighteen Thousand Dollars ($18,000.00).

C.2. If at the end of a contract year on June 30, the total amount specified in Section C.1. has not been spent, the amount that remains will be used to reimburse those bargaining unit members whose professional development expenses exceeded $3,000.00 during the contract year. The funds will be divided equally except in no case will a bargaining unit member be reimbursed for more than the actual cost incurred for professional development.

D. Annually, the Board shall pay 100% of the dues for state and national association memberships for bargaining unit members to the following associations: The Association of Supervision and Curriculum Development (ASCD), National Association of Elementary/Secondary School Principals (NAESP/NASSP) and the New Hampshire Association of School Principals (NHASP), or equivalent professional organization(s) approved by the Superintendent.

E. Each administrator shall be allowed to attend the annual meeting of the NHASP and at least one–third, on a rotating basis, shall be able to attend the applicable annual meeting of the NASSP, NAESP and ASCD. The Board shall pay the reasonable travel costs and expenses incurred while attending the aforementioned meetings; payment to be charged against the dollar amount provided in Article Seven (C) above.

F. The Board will pay the State recertification fee for each administrator upon presentation of proof of payment.

ARTICLE EIGHT

RETIREMENT SUPPLEMENT

A.I. Bargaining unit members who retire with fifteen (15) years of service in the Manchester School District, and who are taking benefits from the New Hampshire Retirement System at the time of separation shall receive at the time of separation a payment of Seven Thousand Five Hundred Dollars ($7,500.00), provided they give notice of their intention to retire by the preceding March 31st, except in the case of disability retirement.

B. Retirees are entitled to benefits in accordance with State and Federal Laws.

ARTICLE NINE

EMPLOYMENT

A. The work year of bargaining unit members shall be July I through June 30 and shall be implemented as follows:

A.1. Bargaining unit members recognize the importance of their administrative functions in the educational process and they agree that they must expend additional time each work day in order to fulfill all routine and innovative duties.

A.2. Effective July 1, 2000 the contractual work year for secondary and middle school principals shall be two hundred twenty-two (222) days. The contractual work year for secondary and middle school assistant principals shall be two hundred twenty (220) days. The contractual work year for elementary school principals shall be two hundred ten (210) days. The contractual work year for elementary school assistant principals shall be two hundred five (205) days.

Effective July 1, 2001 the contractual work year for secondary and middle school principals shall be two hundred twenty-four (224) days. The contractual work year for secondary and middle school assistant principals shall be two hundred twenty-two (222) days. The contractual work year for elementary school principals shall be two hundred twelve (212) days. The contractual work year for elementary school assistant principals shall be two hundred seven (207) days.

Effective July 1, 2002 the contractual work year for secondary and middle school principals shall be two hundred twenty-six (226) days. The contractual work year for secondary and middle school assistant principals shall be two hundred twenty-four (224) days. The contractual work year for elementary school principals shall be two hundred fourteen (214) days. The contractual work year for elementary school assistant principals shall be two hundred nine (209) days.

Up to one half of the additional days added to the contract each year may be specifically scheduled by the Superintendent. The remaining days will be used at the discretion of the bargaining unit member provided that all days are worked within the work year as defined in Section A above. A work day may be completed on a weekend or holiday.

The Superintendent may require bargaining unit members to work additional days, not to exceed three (3) per contractual work year; however, in such cases the bargaining unit member affected will be paid on a per diem basis. In no event will any bargaining unit member be required to work additional days unless they have received at least two (2) weeks advance notice, by restricted signature certified mail, if the notification is made during non-contractual work year days, from the Superintendent or his designee.

B.1. All newly employed or reinstated bargaining unit members shall be compensated in accordance with Appendix A.

B.2. Any bargaining unit member hired for a full contract year shall receive full contract benefits. Any bargaining unit member who works for more than one half contract year in the same position shall also receive full contract benefits on a prorated basis for salary and fringe benefits. Any bargaining unit member, who works in the same position for more than thirty (30) calendar days, but less that one half contract year, shall be paid the per diem rate for that position.

B.3. Any bargaining unit member who is hired to fill a specific vacancy will be so advised in writing that they are hired for a limited period of time by letter and will, in all probability, receive a notice on or before April 15th that their contracts will not be renewed for the following year.

C. If it becomes necessary to decrease the number of bargaining unit members, the governing body of the school system may lay off the necessary number based on their seniority in accordance with the guidelines and procedures set forth below:

C.1. The length of actual service of bargaining unit members in the Manchester School System in the following classifications shall be used to determine seniority, provided the bargaining unit member holds certification in that classification.

a. Secondary School Principal
b. Middle School Principal
c. Elementary School Principal
d. Assistant Secondary School Principal
e. Assistant Middle School Principal
f. Assistant Elementary Principal (Full–Time)

C.2. In the event of a layoff of personnel in any classification, the bargaining unit member laid off shall be notified in writing on or before April 15th prior to the contract year in which the layoff becomes effective. If a bargaining unit member has previously worked in another classification in the bargaining unit, that bargaining unit member will be placed in that member's former classification. When placed in the former classification, that bargaining unit member's seniority shall include the total years in service in the bargaining unit.

C.3. In the event of the layoff of any bargaining unit member in the classifications set forth above, the governing body of the school system shall lay off the necessary number of bargaining unit members in the inverse order of their seniority ranking in such classification. When seniority is equal, the layoff shall be determined by lottery. Seniority shall accrue from the first day of employment as a bargaining unit member. Any bargaining unit member on layoff shall not be prevented from securing employment during the period of the layoff.

C.4. Seniority lists within the classification set forth above shall be established by the Administration by February I of each year. Such lists shall be promptly transmitted to the Association. A bargaining unit member's position on the seniority list shall remain unchanged during military and maternity leave of absence.

C.5. If a vacancy occurs, a laid off bargaining unit member with the highest seniority in that classification shall be recalled first. Such notice shall be in hand or by restricted signature certified mail, postage prepaid, to the last address given to the Administration by the employee. If a bargaining unit member rejects the offer or fails to respond to the Superintendent within ten (I0) calendar days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered and the Superintendent may strike that bargaining unit member's name from the various seniority lists and shall then notify the bargaining unit member with the next highest seniority.

C.6. Seniority shall be broken by:

a. Discharge for just cause;
b. Voluntary resignation;
c. Failure to respond to a notice of recall as specified in the preceding Section 5;
d. Remaining on layoff for more than twenty-four (24) months.

C.7. A bargaining unit member who is laid off will remain on the recall lists for twenty–four (24) months after the effective date of said employee's layoff unless that bargaining unit member:

a. Waives recall rights;
b. Resigns;
c. Fails to accept recall to the position that the bargaining unit member held immediately prior to layoff or to a substantially equivalent position; or,
d. Fails to report to work in a position that said bargaining unit member has accepted within thirty (30) days after receipt of the notice of recall.

C.8. No new bargaining unit member shall be employed while there are certified, laid off and available bargaining unit members to fill the vacancies.

D.1. A bargaining unit member who is subject to layoff and has the appropriate certification, shall be allowed to assume a teaching position before any new staff is hired to fill an existing vacancy. The parties agree that this Section shall not have precedence over rights contained in any other collective bargaining agreement within the Manchester School District.

D.2. An AMP bargaining unit member who assumes a new teaching position shall be treated as laid off for the purpose of recall rights under Sections C.5, 6 and 7, above.

ARTICLE TEN

ASSIGNMENT

A. All bargaining unit members will be given written notice of their salaries and building assignments for the forthcoming year not later than June 30 of the preceding year, which will be adhered to, except in unusual circumstances. In the event that changes in such schedules are proposed after June 30th, the Association and all bargaining unit members affected will be notified promptly, in writing, by restricted signature certified mail and upon the request within five (5) days from the bargaining unit member and the Association, the changes will be promptly reviewed between the Superintendent or the Superintendent's representative and the Association.

ARTICLE ELEVEN

INDIVIDUAL CONTRACTS

A. The Board and the individual bargaining unit members will enter into individual contracts as set forth in Appendix C attached hereto and incorporated herein by reference.

B. The following terms and conditions shall apply with respect to the employment of each bargaining unit member:

B.1. The contract shall be renewed annually, automatically, during the period of said bargaining unit member's first three (3) years of continuous employment by said Board, unless the bargaining unit member has been notified, in writing, prior to April 15 that the contract will not be renewed for the following year. If a bargaining unit member receives a notice of non–renewal set forth in the preceding sentence, the parties agree that the bargaining unit member shall not be entitled to a statement of

reasons relating to any such notice except as may be required by law. For each year for which this contract is renewed, the annual salary of the bargaining unit member shall be in accordance with the provisions of the prevailing Master Agreement between the Board and the Association.

B.2. After three (3) years of continuous employment by said Board, the contract shall continue in force from year to year, subject to the following conditions:

a. It may be terminated by mutual consent at any time.

b. The bargaining unit member may resign by submitting written notice to the Board not later than March 31 of the bargaining unit member's intention not to return for the ensuing year.

c. The Board may terminate this contract at any time for one or more of the following reasons:(1) inefficiency or incompetence; (2) insubordination against reasonable rules of the Board; (3) moral misconduct; (4) disability, as shown by competent medical evidence; (5) elimination of the position to which the bargaining unit member was appointed, if no other position exists to which the bargaining unit member may be appointed, if qualified, or (6) other due and sufficient cause, provided prior to terminating the contract, that Board shall give the bargaining unit member a written notice that termination of that bargaining unit member's contract is under consideration and upon written request filed by the bargaining unit member with the Board within five (5) days after receipt of such notice, the Board shall within the next succeeding five (5) days give the bargaining unit member a statement, in writing, of its reasons therefore. Within twenty (20) days after receipt from the Board of written notice that contract termination is under consideration, the bargaining unit member may file with the Board a written request for a hearing, which the Board shall hold within fifteen (15) days after receipt of such request. Such hearing shall be public if the bargaining unit member so requests or the Board so designates. The bargaining unit member shall have the right to appear with counsel of the bargaining unit member's choice at such hearing, whether public or private. The Board shall give the bargaining unit member its written decision within fifteen (15) days after such hearing. Nothing herein contained shall deprive the Board of the power to suspend the bargaining unit member from duty immediately when serious misconduct is charged, without prejudice to the rights of the bargaining unit member as otherwise provided herein.

C. The contract will automatically terminate upon the termination of the Master Agreement.

D. Pay will be terminated at the time services are terminated.

E. This Article shall not be subject to the grievance or arbitration provisions of this Agreement with respect to the dismissal or non–renewal of any bargaining unit member hired after the effective date of this Agreement who has not been a Principal or Assistant Principal for three (3) consecutive years or more in the Manchester School District.

ARTICLE TWELVE

INVOLUNTARY TRANSFER

A. When a transfer is required and the bargaining unit member does not wish to accept the transfer voluntarily, the superintendent may implement the change as an involuntary transfer. The bargaining unit member shall be notified as soon as practicable that a transfer is being considered and shall be notified of the reason for the transfer by the appropriate administrator(s) involved.

B. An involuntary transfer will be implemented only after a meeting between the bargaining unit member involved and the Superintendent if such meeting is requested by the bargaining unit member.

C. When an involuntary transfer is necessary, a bargaining unit member's area of competence and major or minor field of study will be considered.

D.1. Bargaining unit members being involuntarily transferred will be informed of appropriate vacancies known and existing at the time the transfer decision is being made. Bargaining unit members will be able to indicate their preference of assignment to the appropriate administrator involved and this preference will be given consideration.

D.2. A bargaining unit member being involuntarily transferred will be granted time to visit the new assignment prior to reassignment.

E. Whenever involuntarily transferred, a bargaining unit member may resign by giving written notice to the Superintendent within fifteen (15) workdays of receipt of notice of the transfer or after the grievance procedure, subject to the provisions of Section F of this Article, has been exhausted.

F. The final decision regarding the implementation of the transfer shall rest with the Superintendent and the actual transfer and its implementation shall not be subject to the grievance procedure provided that the transfer has not been arbitrary or capricious. Failure to follow the procedure leading up to the involuntary transfer, as outlined in Sections A, B, C, and D of this Article, shall be grievable.

ARTICLE THIRTEEN

VACANCIES AND PROMOTIONS

A. Promotional positions are:

A.1. Non–Unit Positions

Superintendent
Assistant Superintendents
Directors

A.2. Unit Positions

Principals
Assistant Principals

A.3. Newly created promotional positions (for one (1) full year; i.e., July through June) which have a salary above the minimum salary set forth in Appendix A for the year in which the position becomes effective. The Board has the right to add, delete or modify the promotional positions as in their sole judgment they may decide.

A.4. Bargaining unit members interested in lateral transfers shall notify the Superintendent in writing. Whenever a vacancy occurs, the Superintendent will give due weight to the professional background and attainments, length of time in administrative positions, and other relevant factors for all unit members requesting transfers. Transfer requests will be acted upon prior to the posting of positions outlined in Section A.2. of this article.

B. All vacancies in promotional positions specified in Section A of this Article will be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted on a bulletin board in each school as far in advance as practicable, ordinarily at least 15 school days before the final date when applications must be submitted, and in no event fewer than 10 school days before such date. Bargaining unit members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.

2. During the summer vacation period, the Superintendent shall notify, in writing, on or about July 10th, each bargaining unit member who, on the basis of credentials, would qualify for such vacancies. The list of such qualified bargaining unit members for promotional positions shall be furnished in writing to the Superintendent. Bargaining unit members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice (which shall in no event be fewer than fifteen (15) days after the date the notice was deposited in the United States Mail). In addition, the Superintendent shall, within the same time periods, post a list of promotional positions to be filled during the summer vacation period on a bulletin board at the Administration Office and shall send such list of positions to the Association.

C. In both situations set forth in Section B above, the qualifications for the position, its duties and the rates of compensation will be clearly set forth. All qualified bargaining unit members will be given adequate opportunity to make application for such positions. Appointments will be made no later than sixty (60) days after the notice is posted in the schools or the giving of notification to the interested bargaining unit members. If a vacancy occurs in a promotional position specified in Section A above during June or July, appointments will be made not later than ninety (90) days after the giving of notification required by Section B(2) above. The Association recognizes that the Board has the right to repost the position.

D. The Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. In filling

such vacancies, preference will be given to qualified bargaining unit members already employed by the Board. This section shall not be subject to the grievance procedure.

E. Bargaining unit members shall have a Master's Degree as a mandatory qualification for appointment.

ARTICLE FOURTEEN

EVALUATION

A.1. All monitoring or observation of the work performance of a bargaining unit member will be conducted openly and with full knowledge of the bargaining unit member.

A.2. Bargaining unit members will be given a copy of any report prepared by their superiors immediately upon completion of such report. No such report shall be submitted to the School District Administration, placed in the bargaining unit member's file or otherwise acted upon without a prior conference with the bargaining unit member, who may comment on the contents of such report on a separate document which shall be attached to the report and placed in the bargaining unit member's file. There shall be no obligation on the part of the School District Administration or Board to respond to the bargaining unit member's comments and if no response is made, it shall not be considered an acceptance of or agreement with the bargaining unit member's comments. A bargaining unit member shall sign a separate statement that the bargaining unit member has been given any such report referred to in the first sentence of this paragraph and if the bargaining unit member refuses to sign the separate statement, that refusal shall be noted on the statement. The Report referred to in the first sentence of this paragraph and the statement relating to the refusal may then be submitted to School District Administration, placed in the bargaining unit member's file and otherwise acted upon.

A.3. Access to a bargaining unit member's personnel file shall be limited to the bargaining unit member, the Administration (defined as the Superintendent of Schools, Assistant Superintendents of Schools) and members of the School Board or the bargaining unit member's designated representatives. A bargaining unit member shall be able to make copies of documents contained therein.

A.4. If after evaluation, deficiencies are observed in school management, administrative skills and/or professional preparation, such deficiencies shall immediately be brought to the attention of the bargaining unit member.

The bargaining unit member's immediate supervisor, Superintendent and/or Assistant Superintendents shall determine appropriate affirmative action designed to help correct such deficiencies and shall provide assistance to implement such action.

B. No bargaining unit members will be disciplined or reprimanded without just cause. This Section B shall not be subject to the grievance or arbitration provisions of this Agreement with respect to the dismissal or non–renewal of any bargaining unit member hired after the effective date of this Agreement who has not been a Principal or Assistant Principal for three (3) consecutive years or more in the Manchester School District.

C. 1. A bargaining unit member's personnel file will be cleared of written reprimands after a period of thirty–six (36) months from the date of the reprimand, provided that there are no infractions committed during the intervening period.

C.2. A bargaining unit member's personnel file will be cleared of suspensions after a period of five (5) years from the date of the suspension provided there are no infractions during the intervening period.

ARTICLE FIFTEEN

PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a bargaining unit member shall be the concern of and warrant the attention of the Board only as it may, directly or indirectly, prevent the bargaining unit member from properly performing the bargaining unit member's assigned functions during duty hours or be in violation of local or state law.

B. Religious or lawful political activities of a bargaining unit member conducted off school property shall not be grounds for disciplinary action or for discrimination with respect to the bargaining unit member's professional employment. The Association and the Board agree that they will not take any action against any bargaining unit members for their participation in any lawful activities conducted off school property with regard to religious, political or bargaining unit member organizations.

F. The Board and the Association agree that academic freedom is basic to the attainment of the educational goals of the Manchester Public Schools.

ARTICLE SIXTEEN

ASSOCIATION PRIVILEGES

A. There will be no reprisals of any kind taken against any bargaining unit member by reason of membership in the Association or participation in its lawful activities.

B.1. The agenda of regular School Board meetings and the minutes of same shall be placed in the Association's mailbox when completed. The Board will, upon request, provide the Association with any non–confidential and non–personal documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the bargaining unit members and the students in their schools, together with any other non–confidential information which may be necessary for the Association to formulate programs or process grievances under this Agreement.

B.2. The Administration will, upon request, provide the Association with new or revised forms used to administer benefits arising out of this Agreement.

C. The Association will have the right to place notices, circulars, and other material in bargaining unit member's mailboxes, provided that such materials shall not relate to local, state or national political

matters. Copies of all such material will be given to the Superintendent or Superintendent's designee, but the latter's advance approval will not be required.

ARTICLE SEVENTEEN

DUES DEDUCTION

A. The Board agrees to deduct from the salaries of bargaining unit members dues for the Association of Manchester Principals affiliated with Teamsters Local No. 633 as said bargaining unit members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Secretary–Treasurer of Teamsters Local No. 633. Bargaining unit member authorizations will be in writing in the form set below.

"DUES AUTHORIZATION CARD"
ASSOCIATION OF MANCHESTER PRINCIPALS
AFFILIATED WITH TEAMSTERS LOCAL 633

NAME: _____

ADDRESS: _____

I hereby request and authorize the Manchester Board of School Committee to deduct from my earnings in accordance with the procedure set forth in Article Seventeen of the Master Agreement between the Board and the Association and transmit to the Secretary–Treasurer of Teamsters Local No. 633 an amount sufficient to provide for regular payment of the membership dues, as certified by the Association for the present school year and for succeeding school years. I understand that if I wish to discontinue such deductions for any school year, I must notify the Board and the Association in writing to do so no later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all of its officers from any liability therefore.

Bargaining Unit Member's Signature: _____

Dated: _____

B. The Association will certify to the Board, in writing, the current rate of its membership dues and will give the Board thirty (30) days written notice, prior to July I of the year of any such change.

C. Dues deduction procedure will be as follows:

C.1. One half (1/2) of the monthly dues will be deducted from 24 paychecks each contract year, beginning with July through June of that year. The months having three (3) paychecks will not have a dues deduction on the third paycheck.

C.2. The Board will not be required to honor any authorizations that are delivered to it later than October 15.

C.3. Excepted from the July 1 cut–off date will be new bargaining unit members hired after June 30. If such new bargaining unit members submit a Dues Authorization Card to the School Board within thirty (30) days of their appointment, they shall have the current month's dues deducted for the remainder of the contract year.

C.4. All retroactive amounts will be paid directly to the Teamsters by the bargaining unit member.

D. Any employee who is in the bargaining unit and is not a member of the Association but wishes to be represented by the Association in grievances shall assume full financial responsibilities as to the actual costs of processing the grievances. Collection of such fees shall be the sole responsibility of Teamsters Local 633. Should there be a dispute between an employee and the Association and/or the City or the Board, relating to such grievances or costs, the Association agrees to defend, indemnify and hold the City and/or the Board harmless in any such dispute.

E. The District agrees to a D.R.I.V.E. check off for bargaining unit members. Upon written authorization by the employee, the District shall deduct the amount specified by the employee on a bi-weekly basis to the Granite State Teamsters' D.R.I.V.E. account. The employee shall provide written authorization in the form required by law.

ARTICLE EIGHTEEN

SICK LEAVE AND LONG TERM DISABILITY

A. A bargaining unit member shall earn sick leave at the rate of one and one–half (1 1/2) days at the beginning of each month commencing from when employed to start work through and including the last month of that bargaining unit member's work year, provided, however, that a bargaining unit member shall not accumulate more than fifteen (15) sick leave days during the entire work year. Sick leave days, for members hired into the bargaining unit prior to September 1, 2009, may be accumulated from year to year with a maximum limit of one hundred and twenty (120) days. Members hired after September 1, 2009, may only accumulate a maximum of sixty (60) sick leave days. Sick leave shall be used by a bargaining unit member only for actual personal illness, including pregnancy, and to care for sick family members for up to five days, which prevent that bargaining unit member from performing his/her normal duties. Any bargaining unit member who is absent from school for three (3) days or more on any one occasion may be required by the Superintendent or the Superintendent's designee to produce a certificate from a physician certifying to the actual sickness of the bargaining unit member and inability to perform that bargaining unit member's normal duties resulting therefrom.

If there is evidence that the bargaining unit member's absence is due to other than legitimate illness and inability to perform that bargaining unit member's normal duties resulting therefrom, that bargaining unit member may be required to provide proof of such illness and inability to perform normal duties.

If the Superintendent or the Superintendent's designated representative questions a physician's certificate of proof of a bargaining unit member's illness and/or inability to perform normal duties submitted pursuant to the first two paragraphs of this Article, the bargaining unit member (or, at the option of the Superintendent, the bargaining unit member's documentation or medical record pertaining to the period of time, and the specific illness in question only) may be required to be examined by a

physician other than the bargaining unit member's treating physician, which examination shall be paid for by the School District.

B. Bargaining unit members, hired into the bargaining unit prior to September 1, 2009 who retire under the New Hampshire Retirement System and receive retirement benefits from same at the time of separation from the Manchester School District and who has fifteen (15) consecutive years of service with the Manchester School District shall receive a payment for unused accrued sick leave up to a maximum of ninety (90) days. Consecutive years of service will not be broken by absences covered under this Article or by leaves granted under Articles Nineteen, Twenty or Twenty-one.

Bargaining unit members hired after September 1, 2009, shall be entitled to payment for accrued sick leave, under the conditions specified above; provided however, that payment shall not exceed sixty (60) days.

C. Bargaining unit members shall be given a written accounting of their accumulative sick leave during July of each year.

D. Effective May 1, 1987, the Board shall provide a long term disability income plan for each bargaining unit member who enrolls in said plan. The schedule of benefits of such plan are set forth in Appendix B. The Board may, in its sole discretion, obtain such benefits from a source of its choice, provided that the schedule of benefits is equivalent to that schedule of benefits set forth in Appendix B.

ARTICLE NINETEEN

TEMPORARY LEAVES OF ABSENCE

Bargaining unit members will be entitled to the following temporary leaves of absence, with full pay, each work year:

A. Three (3) days of personal leave will be available to bargaining unit members. No reason is required; however, written notice must be given to the Superintendent a reasonable time in advance except in an emergency when verbal notice will be adequate. When verbal notice is given, it will be followed by a written notice to the Superintendent. The Superintendent's approval is only required in order to maintain sufficient administrative coverage. If during a school year, a bargaining unit member uses one or fewer personal leave days, that member shall receive one bonus day's pay the following school year. Effective July 1, 1999, if during a school year, a bargaining unit member uses two (2) or fewer personal leave days, that member shall receive one bonus day's pay the following school year. The payment shall be made in September of the following school year.

B. Officers of the Association will be granted leave for one (1) day to attend the annual meeting of the Association, provided, however, that the total number of leave days under this section shall not exceed two (2) bargaining unit members.

C. An Association member, designated by the Association President, shall be granted a one (1) day leave of absence in order to conduct preplanned official Association business such as attending meetings, workshops and conferences. The Association shall pay the costs of any substitute for the day used.

D. Five (5) consecutive calendar days, excluding weekends and holiday weekends only, leave of absence because of death in the immediate family of the bargaining unit member. Immediate family is hereby defined to mean spouse, parents, children, brothers, sisters, mother–in–law or father–in–law, or a blood relative or ward residing in the same house. In addition to the leave of absence provided for the immediate family as defined herein, the bargaining unit member is entitled to one (1) day of leave to attend the funeral of a relative not listed in the preceding sentence.

E. Military Reserve Training Leave – Military reserve training leave, with pay, will be available to a bargaining unit member up to a maximum of ten (10) working days during the contract year if such training is unavoidable and required by the military. The bargaining unit members shall be paid the difference between their salary and the payment received for military reserve training.

F. Jury Duty – The Board recognizes the civic responsibility of its bargaining unit members, who are randomly selected to serve on a jury or subpoenaed to appear in court. Bargaining unit members shall notify in writing the Superintendent immediately after being summoned to appear for jury duty or a court appearance. The bargaining unit member shall be paid the difference between the bargaining unit member's salary and the payment received for serving as a juror or witness. The bargaining unit member shall make a written request to the Clerk of Court for a waiver. If the clerk does not grant the waiver, then the Superintendent shall grant a paid jury duty leave. If a bargaining unit member is dismissed from Court prior to 1:00 p.m., the bargaining unit member shall return to work.

G. One (1) day leave of absence, deducted from sick leave, may be used for the observation of a religious holiday which is celebrated when school is in session.

ARTICLE TWENTY

EXTENDED LEAVES OF ABSENCE

A. All benefits to which a bargaining unit member was entitled at the time the bargaining unit member's leave of absence commenced, including unused accumulated sick leave, will be restored to the bargaining unit member, provided said member signs and complies with the memo required under Section J of this Article. Further, provided said member signs and complies with said memo, that bargaining unit member will be assigned to the same position held at the time said leave commenced, unless the position no longer exists in which case the bargaining unit member will be assigned to a similar position, if available.

B. Military leave shall be governed by existing law.

C. A leave of absence, without pay or any other benefits, of up to one (1) year will be granted for the purpose of caring for a sick member of the bargaining unit member's immediate family. Additional leave may be granted at the discretion of the Board.

D.1. A bargaining unit member who has worked for two (2) full contract years with the Manchester School District under an individual contract as set forth in Appendix C and who is pregnant, shall be entitled to a leave of absence without pay, provided that such bargaining unit member notifies the Superintendent in writing of such pregnancy and the anticipated delivery date within one (1) month of

the determination of such pregnancy and, provided further, that such bargaining unit member, except in the case of an emergency, gives the Superintendent no less than thirty (30) days prior written notice of: (1) a specific date for the commencement of the leave, and (2) a specific date when the bargaining unit member intends to return to work. In the event the anticipated delivery date falls within the first month of a new work year, leave requested pursuant to this Section shall commence at the beginning of that new work year. Notwithstanding the provisions of the first sentence of this Section D (1), a bargaining unit member in her second year of employment with the Manchester School District may apply for a leave pursuant to this Section, but only if such leave is to commence during the third year of employment with said District.

D.2. Subject to the provisions of the first paragraph of this Section D (1), a bargaining unit member who is actually working during the contract year and takes maternity leave for part of that year shall, if the leave commences no more than three (3) weeks before the anticipated delivery date, be eligible, pursuant to the provisions of Article Eighteen, for unused accumulated sick leave, but (1) only to the extent that such bargaining unit member has any unused accumulated sick leave, and (2) only for the period of actual personal medical disability resulting from the pregnancy which prevents the bargaining unit member from performing the member's duties.

To be eligible for sick leave under Article Eighteen, a bargaining unit member must furnish to the Superintendent a certificate from a physician certifying to the dates of the period of such actual disability of the bargaining unit member and the specific nature of the medical disability resulting from the pregnancy. If the Superintendent or the Superintendent's designated representative questions a physician's certificate or proof of a bargaining unit member's disability and/or inability to perform normal duties submitted pursuant to this Section, then, after the bargaining unit member has been absent for three (3) days or more on any one occasion, the bargaining unit member (or, at the option of the Superintendent, the bargaining unit member's documentation or medical record pertaining to the period of time and the specific medical disability resulting from the pregnancy) may be required to be examined by a physician other than the bargaining unit member's treating physician, which examination shall be paid for by the School District.

Also, the Superintendent may, in his discretion, require certificates from the bargaining unit member's physician certifying to either (1) the pregnant bargaining unit member's ability to continue to work, or (2) the bargaining unit member's ability to return to work after such leave. If the Superintendent, after consultation with the bargaining unit member's immediate supervisor, questions either the period of actual disability, or the specific nature of the disability, the Superintendent may require the bargaining unit member to be examined by a physician, other than the bargaining unit member's treating physician who is mutually acceptable to the bargaining unit member and the Superintendent. In the event the Superintendent determines, after obtaining such certificates and after consultation with the bargaining unit member's immediate supervisor, that the bargaining unit member is either not able to continue to work or is not able to return to work, said bargaining unit member shall commence a leave of absence or continue same. If the Superintendent requires a certificate concerning the bargaining unit member's disability or ability to continue to work or return to work from a physician other than the bargaining unit member's own physician, the School District shall pay the cost of obtaining the same.

D.3. A leave of absence taken pursuant to this Section D shall not extend longer than twelve (12) months from the time said leave commences. If, however, this twelve (12) month period ends during the last quarter of a work year, the Superintendent, in his discretion and at the request of the bargaining

unit member, may extend the leave to the beginning of the next work year. Upon return, a bargaining unit member shall be assigned to the same position which he/she held at the time the leave commenced.

D.4. Days absent while on leave shall not be counted to determine if a bargaining unit member has worked "one or more" or "three or more" years as set forth in New Hampshire RSA 189:14–a, and nothing in this Section D shall be construed to exclude or in any way limit the Board's or the Superintendent's rights under RSA Chapter 189 or any other provision of the Revised Statutes Annotated.

E. Other leaves of absence (including child rearing and adoption leave), without pay or other benefits, may be granted by the Board for any good reason and for such period as the Board may determine, provided, however, that prior to the granting of any such leave, a suitable replacement must be hired for the period of the leave.

F. Except in the case of a bona fide emergency beyond the control of the bargaining unit member, all leaves taken pursuant to this Article Twenty must commence at a time mutually agreed upon by the Superintendent and the bargaining unit member returning from a leave of absence shall return only at the beginning of a work year unless otherwise provided by the Board.

G. Except in emergencies, all requests under this Article for leaves of absence for the following work year shall be made no later than December 1. All requests for extensions or renewals of leaves will be applied for and granted in writing. Such requests shall be made by December 1.

H. A bargaining unit member on leave of absence without pay shall not be denied the opportunity to substitute in the School District by reason of the fact that the bargaining unit member is on such leave of absence.

I. Persons on leave of absence shall notify the Superintendent, in writing, between December 1 and February 1 of their intent to return to work at the start of the following work year in order to qualify for assignment for a position for the following school year.

J. Before an extended leave commences, bargaining unit members will be given and sign, within twenty–one (21) days from receipt, a memo describing the terms of any extended leave set forth in this Article and failure by the bargaining unit member to comply with such terms shall immediately terminate any and all obligations, contractual and otherwise of the Manchester School District.

ARTICLE TWENTY-ONE

SABBATICAL LEAVE

A. Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted to a member of the bargaining unit by the Board for full–time study in the United States at any regionally accredited graduate school or at a foreign school approved by the Superintendent, including study in another area of specialization, subject to the following conditions:

A.1. The bargaining unit member has completed at least seven (7) consecutive full work years of service in the Manchester School System.

A.2. All sabbatical leaves shall be for a full Manchester work year (i.e., July 1 through June 30) and bargaining members will be paid by the Board at fifty percent (50%) of the salary rate which they would have received if they had remained on active duty. The salary rate shall only include the compensation set forth in Appendix A. Also, bargaining unit members will receive a payment not to exceed one–half (1/2) of what the District shall be required to pay for Hospital/Medical Insurance pursuant to the provisions of Article Six (entitled Insurance), Section A.

A.3. A request for sabbatical leave must be received by the Superintendent of Schools, in writing, in such form as may be required by the Superintendent, no later than November 15 of the year preceding the school year for which the sabbatical leave is requested.

The Superintendent shall inform each applicant, in writing, of the action to be recommended on the request for sabbatical leave no later than January 15 of the school year preceding the school year for which the sabbatical is requested. The Board shall notify the bargaining unit member of its intent relative to the request for sabbatical leave by February 15.

A.4. Each bargaining unit member must agree to return to service in the Manchester Public Schools immediately upon termination of sabbatical leave and to continue in such service for a period of two (2) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed statement in the format of a promissory note shall stipulate that failure of the bargaining unit member to provide such service shall result in the obligation to reimburse the City of Manchester a proportional part of the salary paid to that bargaining unit member during sabbatical leave determined by the fraction of the two (2) years not served following the leave.

A.5. A complete and detailed outline of work and/or study to be performed during the period of leave shall be provided in the request for leave.

A.6. Approval of leave shall specify the work and/or study to be performed and failure to abide by the terms and conditions of such approval shall automatically result in pro rata adjustment or cancellation of salary, or reimbursement to the Board of all or part of salary paid to date.

B. The Board agrees to fund one (1) sabbatical leave each year.

ARTICLE TWENTY–TWO

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. Only claims based upon the interpretation, meaning or application of any of the provisions of this Agreement shall constitute grievances under this Article.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest' is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. A "work day" means Monday through Friday, excluding holidays when school is not in session.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of bargaining unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the work year, and if left unresolved until the beginning of the following work year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the work year or as soon thereafter as is practicable.

1. Level One

a. Individual Grievances

(I) An aggrieved person must file the grievance, in writing, with the Chairperson of the Member Rights Committee. Within five (5) work days after receiving the written grievance, the Chairperson of the Member Rights Committee will refer it to the Superintendent of Schools.

(2) Within ten (I0) work days after the receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.

(3) If a bargaining unit member does not file a grievance, in writing, with the Chairperson of the Member Rights Committee and the written grievance is not forwarded to the Superintendent

within thirty (30) work days after the bargaining unit member knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Three.

b. Class Grievances

(1) If, in the judgement of the Member Rights Committee, a grievance affects a group or class of bargaining unit members, the Member Rights Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level One. The Member Rights Committee may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

(2) In the event the Member Rights Committee files a grievance which affects a group or class of bargaining unit members, such grievance must specify the names of all of the bargaining unit members who claim there has been a violation or misapplication of a provision of this contract as to them, the specific contract provision(s) involved and the date(s) of the alleged violation(s) or misapplication(s).

(3) A class grievance filed pursuant to this Section must be filed by the Member Rights Committee at Level One with the Superintendent within forty–five (45) work days after the date of the first alleged violation or misapplication of any provision of this contract claimed by a bargaining unit member. Any alleged violation or misapplication occurring prior to forty-five (45) workdays from the date the class grievance is filed with the Superintendent will be considered as waived.

2. Level Two

If the aggrieved person is not satisfied with the disposition of the aggrieved person's grievance at Level One, or if no decision has been rendered within ten (10) work days after that person has first met with the Superintendent, that person may file the grievance, in writing, with the Chairperson of the Member Rights Committee within five (5) work days after a decision by the Superintendent, or fifteen (15) work days after the aggrieved person has first met with the Superintendent, whichever is sooner. Within five (5) work days after receiving the written grievance, the Member Rights Committee may refer it to the Board, if it determines that the grievance is meritorious and that appealing it is in the best interests of the school system. Within ten (10) workdays after receiving the written grievance, the Board will meet with the aggrieved person for the purpose of resolving the grievance.

3. Level Three

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the meeting with the Board, the aggrieved person may, within five (5) work days after a decision by the Board, or fifteen (15) work days after the meeting with the Board, whichever is sooner, request, in writing, that the Chairperson of the Member Rights Committee submit that grievance to arbitration. If the Member Rights Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it may submit the grievance, in writing, to arbitration within fifteen (15) workdays after receipt of a request by the aggrieved person.

b. Within ten (10) workdays after such written notice of submission to arbitration, the Board and the Member Rights Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator so selected will confer with representatives of the Board and the Member Rights Committee and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act, which changes or amends this Agreement.

d. The decision of the arbitrator shall be binding upon both parties. However, both parties shall have a right to appeal to the New Hampshire Superior Court under the provision of Revised Statutes Annotated, Chapter 542, as amended. It is hereby specifically agreed by the Board and the Association that this contract and grievance procedure clause are subject to the provisions of New Hampshire Revised Statutes Annotated, Chapter 542, as amended.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association. The parties agree that the party which requests a postponement of any arbitration hearing shall be obligated to pay any costs or fees submitted by the arbitrator and/or the American Arbitration Association which result from the postponement.

D. Rights of Parties to Representation

1. No reprisals of any kind will be taken by the Board or by any member of the Administration against any party in interest, any Association Representative, any member of the Member Rights Committee or any other participant in the grievance procedure by reason of such participation.

2. Parties in interest may be represented at all stages of the grievance procedure by themselves, or at their option, by counsel and/or by a representative selected by the Association. When a bargaining unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Decisions rendered at Levels One and Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Chairperson of the Member Rights Committee. Decisions rendered at Level Three will be in accordance with the procedures set forth in Section C, Paragraph 3(c).

2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. If a grievance is not reported and/or processed by the grieving party and/or the Member Rights Committee within the time limits set forth in this Article, the matter shall be dismissed and no further action will be taken with respect to such grievance.

5. The term "Superintendent" as used in this Article shall mean the Superintendent or an Assistant Superintendent.

ARTICLE TWENTY-THREE

GENERAL

A. If any provisions of this Agreement or any application of the Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

B. The Board will amend its rules and policies and take such other action as may be necessary in order to give full force and effect to this Agreement.

C. Copies of this Agreement will be printed at Board expense and a copy given to each bargaining unit member.

D. The Board agrees not to negotiate with any bargaining unit member's group or organization other than the Association in regard to any matter subject to negotiation under Article Two of this Agreement, provided, however, that this shall not prevent the Board from Communicating or consulting with any individual bargaining unit member or group of bargaining unit members for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any bargaining unit member from appearing before the Board on matters relating to the bargaining unit member's employment by the Board.

E. The parties understand that neither the Board nor the Superintendent may lawfully delegate the power or authority which, by law, are vested in them, and this Agreement shall not be construed so as to constitute a delegation of said power or authority.

F. This Agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument, in writing, duly executed by both parties.

G. If the parties disagree as to the meaning or interpretation of any of the provisions of this Agreement, except those provisions expressly excepted from the grievance procedure, either party may utilize the grievance procedure set forth in Article Twenty–Two in order to resolve said dispute.

H. No bargaining unit member will be required to Chair more than one (1) District–wide committee during the life of this Agreement.

ARTICLE TWENTY-FOUR

DURATION

The provisions of this Agreement shall be effective as of the date of execution and will continue and remain in full force and effect until June 30, 2010, and thereafter will automatically renew itself for successive terms of one (1) year each unless by December 1, 2009, or December 1 of any succeeding year either party gives written notice to the other of its desire to modify or terminate this agreement for the 2010-2011 school year or thereafter. Notwithstanding the foregoing, the parties agree that the salary schedule set forth in Appendix A shall be effective in the pay period following September 1, 2007.

This contract is formally agreed to and signed this date: _____

by the following who hereby declare they are duly authorized to sign.

For the Board of School Committee:

By: _____, Vice Chairperson Date: 11-17-10

For the Association of Manchester Principals:

By: _____, President Date: 11-18-10

By: _____, Co–Chairperson Date: 11/18/2010

For Teamsters Local 633 of NH.:

By: _____, Business Agent Date: Nov 22, 2010

By: _____ Date: 11/22/10
David W. Laughton, Sec-Treasurer

APPENDIX A

SALARY SCHEDULE

Principals 2010-2011

Amps contract 9/1/07-6/30/13

Effective July 1, 2010 through June 30, 2011
1.5% increase

Munis		MA	MA+30	CAGS	# days
		A	B	C	
1	Assistant Elementary Principal	$ 73,558	$ 76,328	$ 77,019	209
2	Assistant Middle School Principal	$ 79,615	$ 82,621	$ 83,367	224
3	Elementary Principal	$ 83,685	$ 86,839	$ 87,626	214
4	Assistant Secondary Principal	$ 87,130	$ 90,134	$ 90,883	224
5	Middle School Principal	$ 89,837	$ 92,870	$ 93,628	226
6	Secondary School Principal	$ 97,414	$ 100,449	$ 101,207	226

Bargaining unit members with a Doctoral Degree will receive an additional 5% of the base salary ($73,558)

Principals 2011-2012

Amps contract 9/1/07-6/30/13

Effective July 1, 2011 through June 30, 2012
2.5% increase

Munis		MA A	MA+30 B	CAGS C	# days
1	Assistant Elementary Principal	$ 75,397	$ 78,236	$ 78,945	209
2	Assistant Middle School Principal	$ 81,605	$ 84,687	$ 85,451	224
3	Elementary Principal	$ 85,777	$ 89,010	$ 89,817	214
4	Assistant Secondary Principal	$ 89,308	$ 92,387	$ 93,155	224
5	Middle School Principal	$ 92,083	$ 95,192	$ 95,968	226
6	Secondary School Principal	$ 99,849	$ 102,961	$ 103,737	226

Bargaining unit members with a Doctoral Degree will receive an additional 5% of the base salary ($75,397)

Principals 2012-2013

Amps contract 9/1/07-6/30/13

Effective July 1, 2012 through June 30, 2013
2.5% increase

Munis		MA A	MA+30 B	CAGS C	# days
1	Assistant Elementary Principal	$ 77,282	$ 80,192	$ 80,918	209
2	Assistant Middle School Principal	$ 83,645	$ 86,804	$ 87,587	224
3	Elementary Principal	$ 87,921	$ 91,236	$ 92,062	214
4	Assistant Secondary Principal	$ 91,541	$ 94,697	$ 95,484	224
5	Middle School Principal	$ 94,385	$ 97,572	$ 98,368	226
6	Secondary School Principal	$ 102,345	$ 105,535	$ 106,330	226

Bargaining unit members with a Doctoral Degree will receive an additional 5% of the base salary ($77,282)

APPENDIX B

LONG TERM DISABILITY INCOME PLAN

Monthly Benefit 66 2/3% of salary* less offsets**

Elimination Period Accumulated sick leave or 30 consecutive calendar days, whichever is greater

Maximum Benefit Period for Accident and Sickness Is Based On Attained Age:

Prior to age 61 – The date of attainment of age 65. (But not less than four years)

Age 61 through 62 – 4 years.

Age 63 through 64 – 3 years.

Age 65 and over – 2 years, but not beyond the date of attainment of Age 70.

Maternity Benefits
Coverage for disabilities due to maternity will be covered the same as any other sickness.

* Salary means one–twelfth of the annual wage, salary or compensation the Insured is receiving for performing the duties of his regular occupation at the time total disability starts. This does not include bonuses and overtime earnings.

If premiums are on a level premium basis, salary means that salary which was used to calculate premium. This does not include bonuses and overtime earnings.

** "Offsets"

The monthly disability benefit shall be reduced by the following income sources which the insured, or any member of his immediate family due to his disability, is entitled to receive.

(a) Any amounts paid or payable by reason of disability under Workmen's Compensation or any similar law;

(b) Any amounts paid or payable by reason of disability under Social Security (Primary and Family Benefits) or any other private, state or federal government disability plans. After a period of disability has been established, increases in benefits paid or payable through Social Security (Primary and Family Benefit), will not reduce benefits currently payable under this plan for the period of disability.

(c) Any disability benefits paid or payable under any other group disability income plan;

(d) Any amounts paid or payable under any retirement plan;

(e) Any wages, salary or other compensation received for performing any work or service, except as provided for in Rehabilitation Provisions.

APPENDIX C

INDIVIDUAL CONTRACTS

ANNUAL CONTRACT FOR SCHOOL ADMINISTRATIVE UNIT 37
PRINCIPALS AND ASSISTANT PRINCIPALS

AGREEMENT made this _____day of_____, 20____, by and between the MANCHESTER BOARD OF SCHOOL COMMITTEE of School Administrative Unit 37, hereinafter called the "Board", and
_____, hereinafter called the (insert "Principal" or "Assistant Principal").

I. The Board agrees to employ the (insert "Principal" or "Assistant Principal") for School Administrative Unit 37 for the work year _____, 20_____ through and including , 20____.

II. The (insert "Principal" or "Assistant Principal") agrees to administer and supervise the school designated by the Board or its agents in accordance with all applicable Federal and State of New Hampshire laws and regulations, the rules and regulations of the State Board of Education and the rules and regulations of the Manchester Board of School Committee.

III. It is mutually agreed that:

A. The (insert "Principal's" or "Assistant Principal's") work year shall be _____days.

B. In the event any term or provision of this Contract is declared to be unenforceable by a court of competent jurisdiction or by action of the New Hampshire State Legislature, that provision shall be renegotiated but all other terms and provisions of this Contract shall remain in full force and effect

C. Grounds for termination include, but are not limited to, the following:

1. By the Board:

(a) For immorality, incompetence, insubordination, failure to conform to the rules and regulations of the State Board of Education or the Manchester Board of School Committee or upon revocation of the Professional Administrator's license, or

(b) Pursuant to the provisions of Article Eleven, Individual Contracts, of the Master Agreement between the Manchester Board of School Committee and the Association of Manchester Principals, on behalf of the Principals and Assistant Principals.

2. By mutual agreement of the (insert "Principal" or "Assistant Principal") and the Board.

D. If the Board does not intend to seek renewal of this Contract, it will notify the (insert "Principal" or "Assistant Principal") in writing on or before March 31 of the year in which this Contract expires. If the (insert "Principal" or "Assistant Principal") does not intend to seek renewal of this Contract, he/she will

similarly notify the Board in writing on or before March 31 of the year in which this Contract expires. Failure to provide the notice required by this paragraph shall entitle the other party to an automatic renewal of this Contract for one year upon the same terms and conditions herein set forth.

SCHOOL ADMINISTRATIVE UNIT #37

By _____
Chairman,
Manchester Board of School Committee

By _____
PRINCIPAL OR ASSISTANT PRINCIPAL
(Insert "Principal" or "Assistant Principal")