



**MASTER AGREEMENT**

**BY AND BETWEEN**

**THE MERRIMACK SCHOOL BOARD**

**AND**

**MERRIMACK EDUCATIONAL**

**SUPPORT STAFF ASSOCIATION**

**JULY 1, 2012 - JUNE 30, 2015**

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ARTICLE I  
AGREEMENT

THIS AGREEMENT made and entered on this 21<sup>st</sup> day of May, 2012, by and between the Merrimack School Board, hereinafter referred to as the "Board" or "Public Employer" and the Merrimack Educational Support Staff Association, National Education Association - New Hampshire, (NEA-NH) hereinafter referred to as the "Association".

ARTICLE II  
RECOGNITION

- Section 2.1 The Board recognizes the Association as having been certified by the New Hampshire Public Employees Labor Relations Board (PERLB) pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all permanent full-time and regular part-time employees in the following job classifications: Paraeducators, Paraeducators I, Paraeducators II, Kindergarten Instructional Assistants, Library Assistants, Certified Occupational Therapist Assistants, Speech-Language Assistants, Custodians, Mechanics, Food Service Workers, Administrative Assistants, and Title I Tutors.
- Section 2.2 Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all support staff employees, represented by the Association in the negotiating unit as above defined, and reference to male employees shall include female employees and vice versa.
- Section 2.3 Unless otherwise indicated, the terms "administrator" or "supervisor" shall refer to those persons acting in the capacity defined by RSA 273-A: 8 (II) as excluded from the bargaining unit.

**ARTICLE III  
PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- Section 3.1 On or before September tenth (10<sup>th</sup>) of the prior year in which this Agreement expires, the Association may, in writing by certified mail, return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement, and the Association shall submit no later than October first (1<sup>st</sup>) at a meeting with the Board, its proposals. The parties shall, no later than November first (1<sup>st</sup>), meet, confer, and negotiate in a good faith effort to reach a mutual understanding and agreement. Time limits for the submission of Association proposals and the subsequent negotiating meetings may be extended by mutual agreement.
- Section 3.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the Association covered by this Agreement.
- Section 3.3 The Board agrees to supply the Association with such non-confidential information as may be reasonably required under the New Hampshire Right to Know Law. Any request for such non-confidential information by the Association shall be in writing to the Superintendent of Schools.
- Section 3.4 Any Agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached on cost items which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made. Cost items within this Agreement which require the expenditure of public funds for their implementation will be submitted to the legislative body of the public employer for approval. If the legislative body rejects any part of the submission, or while accepting the submission takes any action which would result in a modification of the terms of the cost items submitted to it, either party may reopen negotiations on all or part of the entire agreement according to RSA 273-A:3 II(b).
- Section 3.5 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, the parties will attempt to agree upon a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. If the parties cannot agree upon the mediator, either party may request the American Arbitration Association (AAA) to appoint a mediator. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such an appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutual acceptable agreement.
- Section 3.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his/her appointment, either party may, by written notification to the other, request that their differences be submitted to fact finding. Within five (5) days after receipt of the aforesaid written request, either party may request the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designations.

- Section 3.7 The fact finder will, within five (5) days after his/her appointment, meet with the parties or their representative, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as he deems appropriate. The time limits contained in this Section and in Section 6 above shall be presumed mutually extended unless one party notifies the other in writing in a timely fashion. Any such hearings will be held in closed session. The Board and the Association will furnish the fact finder, upon his/her request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to him. The fact finder may make his/her report public pursuant to the provisions of RSA 273-A.
- Section 3.8 The cost for the services of the mediator and/or fact finder including per diem expenses, if any, will be shared equally by the Board and the Association.
- Section 3.9 Determinations and/or recommendations under the provisions of Section 6 and Section 7 of this Article will not be binding upon the parties.
- Section 3.10 During negotiations, the Committee of the Board and the Committee of the Association will present relevant data, exchange points of view, and make proposals and counter-proposals.
- Section 3.11 A copy of any agreement reached hereunder will be filed with the PELRB within fourteen (14) days of its execution.
- Section 3.12 If the monies to fund the cost items are not appropriated as provided in this Article III, Section 4, and/or if either party rejects the recommendations as set forth in this Article III, Section 9, pursuant to RSA:273-A the parties shall do the following:
- A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of this Agreement; and,
  - B. If either negotiating team rejects the neutral party's recommendations, his/her findings and recommendations shall be submitted to the full membership of the employee organization and to the Board of the public employer, which will vote to accept or reject so much of his/her recommendation as is otherwise permitted by law.
  - C. If either the full membership of the employee organization or the Board of the public employer rejects the neutral party's recommendations, his/her findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of his/her recommendations as otherwise is permitted by law.
  - D. If the impasse is not resolved following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party and may involve the Board of the public employer if the mediator so chooses.
- The parties may, by mutual agreement, pass over mediation and go directly to fact finding.

**ARTICLE IV  
MANAGEMENT CLAUSE**

- Section 4.1 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 Merrimack School District and all its employees in all its phases and details shall be retained by the Board and its agents.
- Section 4.2 The parties agree that the powers, discretions, and authority which by law are vested in the Board and Superintendent will not be unlawfully delegated.

**ARTICLE V  
ASSOCIATION RIGHTS AND SECURITY**

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- Section 5.1 As the need arises, meetings will be arranged between the Association and the designated representative of the Board upon request of either party.
- Section 5.2 The Association will have the right to post notices (subject to review of the building principal) on its activities and matters of support staff concern on bulletin boards located in staff lounges only. The Association shall also have the right to use the school mailboxes to distribute Association materials. The Association agrees to hold the Merrimack School District, Board, and all its agents harmless from any and all claims which may result from the posting and/or placement of any such material.
- Section 5.3 The Association will have the right to use school buildings at reasonable times for meetings. Request for the use of buildings will be made in writing to the principal in advance. The Association shall, however, pay any additional cost incurred by the Board in granting this use.
- Section 5.4 The Association may, with permission from the building principal, use school equipment normally used by staff, for Association activities. However, expendable material will be at the expense of the Association.
- Section 5.5 Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations. Such representatives will notify the school office of their presence in the building.
- Section 5.6 Should a meeting be scheduled on working time where a member of the Association may request representation by the Association, such meeting shall be rescheduled before or after working hours.
- Section 5.7 Rights granted to the Association under this Article shall be exercised in a professional manner.
- Section 5.8 Under normal circumstances, the employer will continue to give employees a preference for work they have customarily performed.
- Section 5.9 The employer agrees that it will not sub-contract work regularly performed by bargaining unit members if to do so would cause the reduction of personnel covered by this Agreement.
- Section 5.10 The President of the Association or the President's designee shall be granted a total of thirty-two (32) hours of paid leave per year for the purpose of conducting Association business. To be eligible for leave under this Section, written request shall be presented to the superintendent or his/her designee.
- Section 5.11 During the term of this Agreement, up to three (3) Association Delegates shall be allowed a paid professional day to attend the annual NEA-NH, NEA Assembly of Delegates.

Section 5.12 On or before January fifteenth (15<sup>th</sup>) of each year, the Association shall present in writing to the board suggestions for the ensuing school year calendar. The Association will also be given an opportunity to provide input in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and make appropriate changes at any time, and such action by the Board shall not be subject to the Grievance Procedure of the Agreement.

## ARTICLE VI EMPLOYEE RIGHTS AND PROTECTIONS

Section 6.1 No employee shall be disciplined (including written warnings, suspensions, discharges, or other punitive measures) without just cause. The specific grounds forming the basis for disciplinary action will be provided to the employee in writing.

Section 6.2 An employee shall be entitled to have present a representative of the Association during any meeting which the employee believes may lead to disciplinary action. If a timely request for such representation is made, no final disciplinary action shall be taken with respect to the employee until such representative of the Association is present.

Section 6.3 No employee shall be required to appear before the School Board without forty-eight (48) hours written notification.

Section 6.4 The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, handicap, national origin, sex, domicile, marital status, membership and/or activity in the Association.

**ARTICLE VII  
GRIEVANCE PROCEDURE**

Section 7.1 A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation or application of any of the provisions of this Agreement.

Section 7.2 As both parties acknowledge that it is most desirable for problems to be resolved through free and informal communications, the parties agree that when a possible cause for complaint occurs, the affected employee(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the problem. An Association representative can be present with the employee at such a meeting. Grievances which are not satisfactorily settled may be formalized in writing as provided hereunder.

Section 7.3 The grievance shall state the specific violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, any other related facts, and the remedy sought which will provide a sound basis for a complete understanding of any such grievance. The grievant will send a copy of the grievance to the Association and the immediate supervisor.

1. Level A - Within five (5) days of receipt of a formal grievance, the immediate supervisor shall meet with the aggrieved employee if either party deems it necessary. Within five (5) days of such meeting, the immediate supervisor shall render a written decision. A copy of this decision shall be forwarded to the grievant and to the Association.
2. Level B - If the Association is not satisfied with the disposition of grievance at Level A or if no disposition has been made within the applicable time limit, the grievance may be transmitted to the Superintendent or his/her designee. Within five (5) days the Superintendent or designee shall meet with the participants on the grievance. The Superintendent or his/her designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision. A copy of this decision shall be forwarded to the grievant and to the Association.
3. Level C - If the grievance remains unsettled, then the matter may be referred by the Association for final and binding arbitration. The parties shall apply for the selection of an arbitrator under AAA rules. No new grounds or evidence shall be presented in arbitration that has not been made known to the Board or Association prior to the arbitration hearing. The arbitrator shall conduct a hearing and will issue a decision in a timely fashion consistent with AAA rules. In his/her decision, the arbitrator shall not have the power to add to, or subtract from, amend, or modify any of the terms or conditions of this Agreement. Except by mutual agreement of the parties, the arbitrator will be selected for and will conduct hearings for only one grievance submission. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions of the issues submitted. Both parties agree to share equally the compensation and expense of the arbitrator. The decision of the arbitrator shall be final and binding, except that either party may appeal the arbitrator's decision in conformity with RSA 542.

Section 7.4 Additional Provisions

1. All time limits in this Article shall mean school days except if a grievance is filed on or after June first (1<sup>st</sup>), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
2. A grievance, in order to be considered under this Article must be initiated within thirty (30) days of when the employee knew or should have known of its occurrence or reoccurrence.
3. Time periods specified in this procedure may be extended by mutual agreement.
4. Grievances of a general nature may be submitted by the Association to Level B.
5. A grievance must be forwarded to the next appropriate level within ten (10) days from receipt of the answer at a preceding level.
6. Subject to the provisions of RSA 273-A:11, I(a) an employee has the right to have an Association representative present at all steps of the procedure.
7. No reprisals of any kind will be taken by the Board against any party in interest or other participant of the grievance procedure.
8. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

**ARTICLE VIII  
STRIKES PROHIBITED**

Section 8.1 The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without any interruption of the operations of the Merrimack School District. The Association, therefore, agrees that during the life of this Agreement, it will not sponsor, support, or instigate any strike, work stoppage, or other job action against the employer which would interrupt the operation of the Merrimack School District.

**ARTICLE IX  
EVALUATION AND PERSONNEL FILES**

- Section 9.1 The parties recognize and agree that employee evaluations are the sole responsibility of the Board and Administration; however, the Association shall have the right to contribute input. Such input should be submitted in writing to the Superintendent and consideration will be given to such input. The parties agree that the purpose of employee evaluations is to attempt to improve the quality of work through open observation of the employee.
- Section 9.2 An employee shall be given a copy of any written evaluation observation within ten (10) days of its occurrence and shall be entitled to file a written response. The employee shall sign the evaluation to indicate only that he/she has seen same and received a copy. If requested, the evaluator shall hold a discussion with the affected employee within a reasonable time of any request. The request must be in writing.
- Section 9.3 Employees shall know that monitoring, observation, and evaluation is continuous while performing job duties.
- Section 9.4 No material relating to an employee's conduct service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer which shall be attached to such file material. There shall be no obligation on the part of the Administration or 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 in agreement with the employee's comments. This Section shall not apply to material of a confidential nature, that is, references secured in employing any employee or materials defined by RSA 275:56(II).
- Section 9.5 An employee will have the right, upon request, to review and make copies of non-confidential contents of that employee's personnel file, at reasonable times. Except in an emergency situation where time is of the essence, an employee wishing to utilize the provisions of this Section shall notify the Superintendent in writing at least twenty-four (24) hours in advance.
- Section 9.6 It is the intent of the parties that every reasonable effort shall be made for each employee to be evaluated at least once during each school year in accordance with the Merrimack Educational Support Staff Performance Evaluation Plan. This shall not prevent other appropriate supervisors from evaluating employee performance as may be necessary.
- Section 9.7 All employees will be made aware of the Merrimack Educational Support Staff Performance Evaluation Plan. All new employees will be informed within thirty (30) days of employment, including criteria, goals, and objectives, of any such plan (including new plans).
- Section 9.8 The procedures contained herein may be subject to the grievance procedure.

**ARTICLE X  
ROLE DESCRIPTIONS**

Section 10.1 If at any time during the term of this Agreement the role descriptions of the support staff employees are updated or revised by the Board, it is agreed by both parties (Merrimack Educational Support Staff Association and Merrimack School Board) that prior to a change, the President of the Association may submit to the Board, through the Superintendent, any recommendations for the role descriptions. The Board shall give due consideration to such recommendations of the Association.

All new employees shall receive, at the time of hire, the role description for their position.

**ARTICLE XI  
WORKING CONDITIONS**

Section 11.1 During the operation of school, each building shall be under the supervision of an administrative employee or his/her designee and administrative decisions shall not be required of support staff. In the event of an emergency that requires immediate action (such as fire alarm signal, unexplained smoke, possible gas leak, bomb threat, or child requiring immediate medical attention) where time is of the essence and supervisory personnel are momentarily unavailable the support staff shall (1) take the necessary action (i.e., call fire department, call parents or ambulance, etc.) and (2) inform supervisory personnel of the emergency and action taken as soon as a proper person can be reached. The Board shall defend such an employee and hold him/her harmless from any litigation arising from such a decision under emergency conditions provided the support staff employee has not acted negligently.

Section 11.2 The Employer will make every effort to have at least two district employees in each building during normal working hours.

Section 11.3 The Employer shall provide lounges and restrooms for employee use.

Section 11.4 The Employer agrees to provide liability insurance which shall cover the employee while acting within the scope of his/her duties.

Section 11.5 The Board acknowledges its responsibility to provide a safe environment for students and staff. The Association acknowledges the need for a safe environment for students and staff. It is the responsibility of the employees to report in writing any known unsafe or hazardous conditions to the administration. The District agrees it must act in a timely manner to correct any unsafe or hazardous conditions.

Section 11.6 Dispensing of medication shall only be required of support staff employees in accordance with Merrimack School District policy.

Section 11.7 Each employee shall be notified of their primary supervisor in writing annually. The employee is entitled to assume that requests from other supervisors have been cleared with the primary supervisor.

Section 11.8 The Employer agrees to provide the employee materials, equipment and tools that are required to perform an employee's assigned duties. An exception to this Section shall be made for support staff employees whose trade normally requires the tradesperson to provide their own tools, and who were properly notified at time of initial employment that provision of these tools was a condition of employment.

Section 11.9 Paraeducators who are required to travel in their personal vehicles to activities which extend beyond the normal school day shall be reimbursed for incurred travel expenses at the Internal Revenue Service rate for mileage reimbursement.

Employees in other categories who are required to use their personal vehicle for job related purposes for the District during their regularly scheduled work day shall be reimbursed travel expenses at the Internal Revenue Service rate for mileage reimbursement.

Section 11.10 The Association shall be entitled to appoint two members to the Merrimack School District Safety Committee. Employees shall immediately report any unsafe or hazardous conditions to their immediate supervisor. Such unsafe or hazardous condition shall also be reported to the chairperson of the Merrimack School District Safety Committee.

Section 11.11 Employees required to work when schools are closed due to inclement weather shall not be required to report prior to the time the parking lots have been plowed; provided, however, that the School District reserves the right to require those of the fifty-two (52) week employees it deems essential to the day's operations to report to work prior to the time the parking lots have been cleared.

If inclement weather prevents any employee who works more than one hundred and seventy nine (179) days and less than one hundred and ninety one (191) days per year from reporting on such days, the employee may take personal leave or leave without pay for the day.

If a delay in school is announced, employees are expected to arrive at work as close to their regular schedule as possible. Announced delays only apply to student arrival times.

If the town is unable to maintain access in and out of the parking lots due to snow, employees who have reported to work who are not essential to the continuation of the day's operations will be dismissed and shall suffer no loss in pay for the day.

The discretion afforded the District in these paragraphs will not be exercised arbitrarily or capriciously.

If conditions prevent any employee who works two hundred and sixty (260) days per year from reporting on such days, the employee may take vacation leave, personal leave, or leave without pay for the day.

Section 11.12 During instances of inclement weather or any other unforeseen circumstances, employees needing to be retained for student supervision and safety will be required to remain in their respective buildings until dismissed by the building principal or his/her designee. Building administration may devise staggered departure times for staff to ensure the supervision and safety of their students.

Section 11.13 Employees working as Mechanics I and Mechanics II shall be provided with an approved uniform consisting of three (3) pairs of work pants and three (3) work shirts in each contract year covered by this agreement. Mechanics will be required to wear the approved uniform during their working shift.

Section 11.14 When a claim is accepted by Workers' Compensation Insurance, an employee will receive a set portion of wages as determined by law. There are two (2) options available to an employee:

1. An employee may elect to receive the difference between the Worker's Compensation payment and his/her regular wage as a School District employee. In the event the employee chooses this option, then a proportional day of sick leave will be charged for each day paid. For example, if Worker's Compensation pays sixty percent (60%) of an employee's pay the District makes up the remaining forty percent (40%), the employee shall have four-tenths (4/10) of a sick day deducted for every day of absence while covered by Worker's Compensation. The differential between Worker's Compensation and the regular wage shall cease when the employee's cumulative sick leave is exhausted.

An employee must notify the Superintendent's office in writing if selecting this option.

2. An employee may elect not to receive the differential between the Worker's Compensation payment and his/her regular wage, in which case no absence will be charged to sick leave.

Additionally, the District agrees to continue the district's share of health and dental insurance premiums (for which the employee would normally be qualified) for a maximum of eighteen (18) months while the employee is covered by Worker's Compensation. The employee will continue to be responsible for his/her contribution required by this collective bargaining agreement.

**ARTICLE XII  
HOLIDAYS**

Section 12.1 All employees who are scheduled to work more than two hundred (200) days per year shall have the following days off with pay. Pay shall be for the regular scheduled hours of each employee. For these purposes, a day shall be defined as the twenty-four (24) hour period (12:01 a.m. to 12:00 p.m.) that encompasses the holiday. The Board will designate a day for the observation of a holiday which falls on a Saturday or Sunday. The Superintendent shall notify employees in writing in a timely manner.

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the day after
- Christmas Day and the day after
- New Year's Day
- Civil Rights Day
- Presidents' Day
- Memorial Day

If the employee uses sick leave on the day prior to or the day after the holiday, the District may require a doctor's certificate of that illness.

Section 12.2 Compensatory time will be provided for paid holidays which occur while school is in session.

**ARTICLE XIII  
VACATIONS**

Section 13.1 Any employee hired after June 30, 1987 must complete one full year of service before vacation leave is granted. Employees accrue time based on the following schedule:

Employees Hired After June 30, 1987

<u>Years of Service</u>	<u>Number of Days</u>
After the first through fifth .....	10 days
After the sixth .....	11 days
After the seventh .....	12 days
After the eighth .....	13 days
After the ninth .....	14 days
After the tenth .....	15 days
After the eleventh .....	16 days
After the twelfth .....	17 days
After the thirteenth .....	18 days
After the fourteenth .....	19 days
After the fifteenth .....	20 days

Any employee hired before June 30, 1987 shall be allowed to carry up to five (5) days of earned vacation time from one year to the next.

Section 13.2 Vacation time shall be computed as of each employee's anniversary date of employment. Vacation time may be taken at a time approved by the employee's immediate supervisor. Vacation time must be taken within one year of the year in which it is accrued. In a year where the employee is unable to expend annual leave due to unusual circumstances, the employee's building principal or director may submit a letter of exception to the Superintendent of Schools to request an extra time period for expending said annual leave.

Section 13.3 Upon termination an employee shall be paid for all unused vacation time based upon his/her then current rate of pay.

Section 13.4 Employees permanently moved into positions which have a normal work schedule of fifty-two (52) weeks per year will be credited with years of service in less than fifty-two (52) week positions on a pro rata basis. For example, an employee who worked one hundred and eighty-one days (181) in a school year would be credited for one hundred and eighty-one (181) over two hundred and sixty (260).

Section 13.5 Requests for vacation leave will be in writing by the employee and approved or disapproved by the supervisor based on seniority, wherever possible, within each building. A written response to the employee's request for vacation leave shall be given in a timely manner by the employee's supervisor. An employee's choice of vacation time shall not be denied unreasonably.

**ARTICLE XIV  
LEAVES OF ABSENCE**

Section 14.1 **Illness and Disability** - At the end of each month of scheduled work, employees who have not reached their ten (10) year anniversary date shall be credited with paid sick leave on an accrual basis:

Less than fifty-two (52) week employees - 13 days per year

Fifty-two (52) week employees - 15 days per year

Employees who have reached their ten (10) year anniversary shall begin the Contract year with a credit of sick days as noted above, regardless of the number of sick days accrued, to that point.

It is agreed that the use of sick leave will be confined to the legitimate purposes provided for in this section. Sick leave will be utilized in fifteen (15) minute increments for an employee's illness or disability. This section shall also cover appointments made with a doctor or dentist, and out-patient procedures when such appointments cannot be scheduled after working hours. The District may request medical verification for such leave. The District shall not request such verification arbitrarily or capriciously.

Employees shall not arrive fifteen (15) minutes before their scheduled shift or leave fifteen (15) minutes after their scheduled shift to avoid utilizing the fifteen (15) minute increments of sick time.

In addition, up to five (5) days of the current year's allotment may be used to attend to a sick member of the immediate family (child/spouse/parent). Sick leave will be utilized in fifteen (15) minute increments for an employee's immediate family member (child/spouse/parent). If the family member resides outside the household of the support staff employee, the District may request medical verification for such family illness leave.

Effective June 30, 1991, any employee who had accumulated sick leave in excess of ninety (90) days up to one hundred thirty (130) days shall be grandfathered for those days. An employee in this category shall use those days in excess of ninety (90) days first for illness. This sick leave shall be subtracted from those in excess of ninety (90) days. If an employee in this category falls below ninety (90) days accumulated sick leave, then that employee shall only be allowed to accumulate sick leave to ninety (90) days.

All employees hired after July 1, 1991, who are eligible for the Long Term Disability benefit shall accumulate the unused portion of sick leave from year to year to a maximum of ninety (90) days.

For those employees who are ineligible to receive the Long Term Disability benefit, the unused portion of sick leave shall accumulate from year to year up to a maximum of one hundred thirty (130) days.

The Board will provide to each employee a statement of the employee's sick leave in September of each year showing sick leave status as of the prior June 30th.

Section 14.2 **Funeral/Bereavement Leave** - The Board will grant up to five (5) paid leave days for a Bereavement caused by the death of an employee's spouse, parent, or child or an employee's spouse's parent or child. The board will grant up to three (3) paid leave days for a Bereavement caused by the death of an employee's or employee's spouse's sister, brother, grandchild or grandparent. One (1) paid leave day will be granted to attend the funeral of a close acquaintance, provided approval has been obtained from the Superintendent or the Superintendent's designee. In the event of extenuating circumstances, employees are eligible for two (2) additional days with the approval of the Superintendent or his/her designee.

Section 14.3 **Personal Business** - The Employer will grant up to three (3) paid personal leave days to employees as follows: conducting important affairs which cannot be accomplished at any other time; attending to sick relatives; and important Holy Days. Personal leave will be utilized in fifteen (15) minute increments. Leave under this Section shall be with the permission of the Superintendent or his/her designee (who shall not act in an arbitrary or capricious fashion) and excludes such things as social affairs, pleasure trips, and recreation. To be eligible for personal leave under this Section, written request shall be presented to the respective supervisor at least twenty-four (24) hours prior to any such personal leave. Personal leave will not be granted in circumstances involving the day immediately prior to or the day immediately following any district scheduled holiday/vacation unless extenuating circumstances exist and are approved by the building principal/director or his/her designee. Personal leave will not be granted on or before a scheduled vacation request unless extenuating circumstances exist and are approved by the building principal/director or his/her designee.

Employees shall not arrive fifteen (15) minutes before their scheduled shift or leave fifteen (15) minutes after their scheduled shift to avoid utilizing the fifteen (15) minute increments of personal time.

Section 14.4 **Jury Duty** - An employee called as a juror, or subpoenaed as a witness, as long as it does not involve an action brought by the subpoenaed employee or the Association against the School Board or School District, will be paid according to either A or B or C below:

- A. His/her regular earnings for the period of jury service. The employee will turn over to the District any fee received for such jury service.
- B. His/her regular earnings for the period of jury service, minus the amount of the fee received for such jury service. The employee will keep the fee paid for such service. A receipt or other such evidence indicating the amount paid to the employee must be submitted to the superintendent's office.
- C. His/her regular earnings for the period of jury service, minus the amount of the fee offered for jury service, if the employee chooses to waive receipt of the fee. Evidence of the amount offered to the employee must be submitted to the Superintendent's office.

Section 14.5 **Reserve/National Guard Duty** - An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason for such service, based on the employee's regular daily rate.

Section 14.6 Military Leave - Military leave of absence shall be granted by the Board in accordance with existing State and Federal Statutes.

Section 14.7 Family and Medical Leave

1. Employees who meet the provisions of the Family and Medical Leave Act of 1993 shall be eligible for up to twelve (12) weeks of unpaid leave for the birth or adoption of a child, an employee's own disability or serious health condition, or the serious health condition of an employee's spouse, child, or parent.
2. Where a leave of absence is approved for an employee's own serious health condition, the employee must exhaust all earned and unused sick leave as part of the twelve (12) week period. The employee may elect to use paid vacation leave as part of the twelve (12) week period.
3. Where a leave of absence is approved for other family or medical reasons, the employee must exhaust all earned and unused vacation as part of the twelve (12) week period.
4. Any request for an unpaid leave of absence or an extension of an unpaid leave of absence must be made in writing to the Superintendent at least thirty (30) days in advance of the requested leave. If circumstances prevent such advance notice, as much notice as possible shall be provided. If the leave is for medical reasons, the employee must provide medical verification of the illness or disability.
5. It is the employee's responsibility to keep the Superintendent informed of any changes in the employee's medical condition or in the spouse's, child's or parent's medical condition, including notifying the Superintendent if he or she is no longer disabled.
6. Benefits such as vacation and sick time do not accrue during any unpaid leave of absence or while an employee is on workers' compensation or long term disability. Seniority and any other benefits accrued prior to the leave of absence and not exhausted as part of the leave shall be reinstated when the employee returns to work.
7. The employer will continue to pay its portion of health, dental, life and long term disability premiums in accordance with Article XIX for up to twelve (12) weeks of any unpaid leave of absence for family or medical reasons. Employees wishing to maintain health and dental coverage during such leave must pay their share of the premium directly to the Office of the Superintendent.
8. An employee returning to work following an unpaid leave of absence for family or medical reasons shall be returned to an equivalent position the employee held prior to the leave.

Section 14.8 Other Leave - Leaves for any and all other reasons, paid or not paid, shall be granted at the discretion of the Superintendent or his/her designee.

Section 14.9 The Board agrees to maintain a Sick Leave Bank (hereafter referred to as the Bank) for serious illness or disability. Any sick days remaining in the Bank at the end of the one school year shall be carried over to the following school year. New employees shall be required to donate one (1) day, regardless of the number of days currently in the Bank. In the event the Bank reaches the level of thirty (30) days or below in any school year, then every employee shall be required to donate one (1) day from the days set forth in Section 1. Employees will be notified within two (2) pay periods after the day has been donated. In the event that an employee does not have a sick day to donate, they will be required to contribute their first subsequent accrued sick day. To become eligible to request extended benefits from the Bank, an employee must complete a Sick Bank Request Application and have donated one (1) day to the Bank; exhausted all accrued sick leave under Section 1 of Article XIV; continue to be seriously ill or disabled five (5) work days beyond the exhaustion of sick leave; present satisfactory evidence of serious illness or disability (excluding work-connected accident); and gain the approval of the Sick Leave Bank Committee. Any employee who continues to be seriously ill or disabled beyond the five (5) day work period, and is found to be eligible for payment under this section, will be paid from the first day of serious illness or disability. The five (5) day delay before Bank eligibility shall not apply to those employees who begin the school year with forty (40) or more accrued days of sick leave.

Employees may draw from the Sick Leave Bank in accordance with years of service according to definitions set forth in Article XXV, Section 4. An employee may draw up to:

- ten (10) days for employees with 0-3 years of service,
- forty (40) days for employees with 4-9 years of service, and
- sixty (60) days with ten (10) or more years of service

from the Bank in any one (1) year. However, the sixty (60) day allocation will be limited by the long term disability insurance policy. After a total of ninety (90) days of disability, a disabled employee who is using the Bank will be required to receive benefits under the terms and conditions of the long term disability insurance policy. The Bank shall be administered by the Sick Leave Bank Committee which shall consist of an employee appointed by the MESSA Executive Board, an employee mutually agreed upon by the parties, and a person who is the designee of the Superintendent. Twice a year, upon request, the Association will be notified of the status of the Bank.

**ARTICLE XV  
VACANCIES, TRANSFERS, AND PROMOTIONS**

- Section 15.1 Vacancy shall be defined as a newly created position or a present position that is not filled.
- Section 15.2 All vacancies which the employer intends to fill shall be posted in a conspicuous place in each building of the District for a period of six (6) weekdays. Weekdays are defined as Monday through Friday. Interested employees may apply in writing to the Superintendent, or designee, within the six (6) day posting period. The Employer shall notify the Association President of all vacancies by electronic media.
- Section 15.3 In filling vacancies, preference will be given to qualified applicants from the affected job classification, then to applicants from other classifications within the District. Among those qualified, the applicant with the greatest seniority in the district shall be offered the position. When applicants from outside the District have applied, the applicant (in-district or out of district), who is best qualified shall be offered the position.
- Employees who have received a written warning(s) and/or unsatisfactory evaluation within the past three (3) years from the date of the job posting are not eligible to apply for promotions or transfers.
- Section 15.4 Seniority shall be defined as the total years of uninterrupted service to the District.
- Section 15.5 Within twenty (20) work days after the expiration of the posting period, the Employer shall make known its decision to the applicant selected to fill a posted position. Each applicant who applied shall be so notified by electronic media of the decision by the principal/director or his/her designee. The Employer shall notify the Association President of a filled position by electronic media.
- Section 15.6 In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a minimum of sixty (60) days to a maximum of one hundred and twenty (120) days work day trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate reasonable ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.
- Section 15.7 The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. Employees shall not be placed on a lower step on the salary schedule or wage scale due to involuntary transfers.
- Section 15.8 Any employee asked by a supervisor to temporarily assume the duties of another employee for three (3) or more consecutive days will be paid the regular rate for those duties retroactive to day one. An employee's pay rate will not be reduced as a result of any temporary change in duties.
- Section 15.9 All newly hired employees must serve a probationary period of one hundred and eighty (180) consecutive working days (exclusive of sick leave) from the employee's date of hire. Such probationary employees will not be covered by the just cause provision of this contract.

- Section 15.10 All newly hired employees must complete the probationary period as mentioned in Section 15.9 before applying for any other position covered by this agreement.
- Section 15.11 Current non-probationary employees shall be eligible for only one of the following in any school year:

1. Transfer
2. Promotion
3. To fill a vacancy

If the employer and/or employee requests that an employee be transferred, promoted, or is asked or asks to fill a vacancy, then the employer may transfer, promote, or fill the vacancy.

The employer still retains its right under Section 15.7.

This section does not negate Section 15.6 of this article.

**ARTICLE XVI  
REDUCTION IN FORCE**

Section 16.1 When a planned reduction of staff is necessary, staff reductions will be accomplished where possible, through attrition of staff.

Section 16.2 Probationary support staff will be terminated prior to those who are classified as permanent.

Section 16.3 If it is necessary to extend staff reductions to permanent staff, the decision as to which employee(s) will be affected by the reduction will be made in the following manner:

1. Each employee shall be classified by their area of responsibility in their current position.
  - a. Library Assistant
  - b. Paraeducator
  - c. Paraeducator I
  - d. Paraeducator II
  - e. Kindergarten Instructional Assistant
  - f. COTA - Certified Occupational Therapist Assistant
  - g. Speech-Language Assistant
  - h. Title I Tutor
  - i. Custodian
  - j. Mechanic
  - k. Administrative Assistant I
  - l. Administrative Assistant II
  - m. Food Service Program - Hot Lunch 4
  - n. Food Service Program - Hot Lunch 3
  - o. Food Service Program - Hot Lunch 2
  - p. Food Service Program - Hot Lunch 1
2. The staffing needs of the District shall determine which classifications are to be reduced. Affected employees shall receive thirty (30) days notice of layoff.
3. Employees in the affected classification who have received more than one (1) unsatisfactory evaluation(s) in the past three (3) years and have not shown improvement in the deficient areas shall be laid off first. Such employees are not subject to recall.
4. Once the above criteria are met, seniority shall determine the order of reduction with the least senior employee the first to be laid off in the affected classification. Seniority shall be defined as the total years of uninterrupted service to the District in any position now in the bargaining unit. Accumulation of seniority shall begin on the employee's first working day in the District. Part-time employees shall accrue seniority on a pro-rata basis. For the purposes of this article only, six (6) hours per day shall be considered full-time employment. Employees with less than six (6) hours a day shall accrue seniority at one half (½) the rate of full-time employees.

Section 16.4 Laid off employees shall be recalled in reverse order of layoff to any open position within their classification. Notices of recall shall be sent certified to the last known address as shown on the employer's record. It shall be the employee's responsibility to keep the employer informed of his/her current address. The employee shall have ten (10) calendar days to respond to the notice of recall. An employee who declines recall to perform work for which he/she is qualified, shall forfeit all rights under this Article, provided, however, former full-time employees who are offered part-time work may decline without loss of their recall rights. Also, a former part-time employee may refuse an offer of full-time employment without loss of recall rights.

Section 16.5 Employees shall be eligible for recall up to eighteen (18) months following their last date of employment. Recalled employees shall retain their previously accrued benefits such as sick leave and seniority.

**ARTICLE XVII**  
**OCCUPATIONAL AND PROFESSIONAL IMPROVEMENT AND TRAINING**

Section 17.1 The District agrees to appropriate:

Eighty Thousand Dollars (\$80,000.00)

for occupational and professional improvement and training.

A. Up to Seventy Thousand Dollars (\$70,000.00)

for individual support staff employees for professional improvement and training.

Employees shall be allowed up to a maximum of one thousand dollars (\$1000.00) in each year of the contract.

Prior written approval from the Superintendent or his/her designee must be obtained by the employee requesting funds under this Section before the activity is undertaken. Occupational and professional improvement/ training need to be directly related to the employee's current position. College course(s) or a course of study relevant to the employee's current position or relevant to education shall also qualify. Upon approval by a building principal/director or his/her designee such monies may be used to cover tuition registration, meals, lodging and mileage. These funds are to be used solely by support staff members as defined in Article II, Section 1 of this Agreement.

Employees who hold New Hampshire Department of Education certification shall use such monies in accordance with procedures established by the Merrimack School District Professional Development Committee.

Mileage shall be reimbursed at the current Internal Revenue Service rate.

B. Up to Ten Thousand dollars (\$10,000.00)

for general staff development activities, such as district workshops, seminars, and other approved activities as determined by the Superintendent, his/her designee, or the Merrimack School District Professional Development Committee. This portion shall be used to reimburse support staff only after expenses for these general professional development activities have been met.

Section 17.2 The District agrees to appropriate:

Up to Eight thousand dollars (\$8,000.00)

for any support staff employee or category of employees to receive training to meet the needs of the District as determined by the Superintendent or his/her designee. Such monies may be used for salary reimbursement for training conducted beyond contracted hours.

Section 17.3 With the approval of the Superintendent or his/her designee, employees may be granted paid leave (in a normal work day) to take advantage of such programs.

Section 17.4 Requests by support staff for occupational and professional improvement/training funds and/or paid leave to take advantage of these programs will not be denied arbitrarily or capriciously.

Section 17.5 Any and all monies remaining from the funds established in Section 17.1 at the end of that fiscal year shall be returned to the general fund.

**ARTICLE XVIII  
RETIREMENT**

- Section 18.1 All employees in the bargaining unit who meet the eligibility requirements of the New Hampshire Retirement System (NHRS) shall be eligible for this benefit. The conditions for membership in this retirement system shall be governed by rules and regulations of the NHRS Board of Trustees.
- Section 18.2 All employees shall have the option to contribute at their own expense to Section 403(b)(7) of the Internal Revenue Code-Group Annuity For Public School Employees, through payroll deductions.

**ARTICLE XIX  
HEALTH AND DENTAL INSURANCE**

- Section 19.1 All employees in the bargaining unit employed for a minimum of thirty (30) hours per week shall be eligible for the benefits of this Article.
- Section 19.2 The Board agrees to provide hospital-medical insurance coverage. The Board shall pay a percentage of the monthly cost of service for either single person, two-person or family hospital-medical insurance plan covering School District employees, or apply the dollar equivalent thereof toward other insurance plans offered to employees by the School District. The Board agrees to pay:
- 95% of the Health Maintenance Organization Plan (HMO) Option 2 in 2012-2013  
94% of the Health Maintenance Organization Plan (HMO) Option 2 in 2013-2015
- Section 19.3 Each employee may select single, two-person, or family coverage.
- Section 19.4 Eligible employees must enroll as a member of one of the selections under the provisions of Section 3 above in order to be eligible for benefits or contributions set forth herein.
- Section 19.5 The difference between the Board's contribution set forth in Section 19.2 above and the actual cost to the Board to provide the coverage selected by an employee under Section 19.3 above will be payroll deducted from an appropriate payroll period(s) by the Board.
- Section 19.6 If a married couple is employed by the School District, then only one (1) spouse shall be eligible for the benefits provided in this Article. The non-enrolled spouse shall be eligible for a lump sum payment equal to one thousand two hundred dollars (\$1,200.00). This payment shall take place by the end of the contract year.
- If a married couple is employed by the School District and both employees are covered by this contract, then both employees are eligible for dental benefits as described in Section 19.7.
- Section 19.7 The Board agrees to pay ninety percent (90%) of the monthly premium cost for either the single person, two-person, or family plan to provide Dental Plan IV with a twenty-five dollars (\$25.00) deductible of this so-called Delta Dental Plan for employees covered by this Agreement with the following coverage:
- Coverage A - 100 percent payment  
Coverage B - 80 percent payment, \$25 deductible, \$1,000 contract year maximum  
Coverage C - 50 percent payment, \$25 deductible, \$1,000 contract year maximum  
Coverage D - 50 percent payment, life time maximum \$1,000
- Section 19.8 Should an employee of the District opt out of the health insurance benefit and choose to be covered under their spouse's health insurance only, the District shall pay said employee a lump sum equal to one thousand two hundred dollars (\$1,200.00). Said stipend shall be paid to the employee in a lump-sum payment at the end of the contract year. Current employees choosing this benefit must select this option during the annual spring enrollment period of each year. Proof of insurance must be provided to the District by August first (1<sup>st</sup>) of year. Newly hired employees may select this option when hired.

## INSURANCE

Section 19.9 The Board agrees to provide a long-term disability plan for support staff employees. The cost to the District to provide this coverage shall be no more than \$13,000 per year.

In order for an employee to be eligible for this benefit, the employee must be an active, full-time employee who works at least thirty (30) hours per week. No temporary or seasonal employees will be eligible.

The carrier for the long-term disability plan benefit will be mutually agreeable to the Board and the Association. All costs in excess of those borne by the District for this long-term disability plan will be paid by the insured employee on a monthly basis through payroll deductions. The long-term disability plan will pay sixty-six and two thirds (66 2/3) percent of basic monthly earnings to a maximum benefit of \$3,000.00 per month after accumulated sick leave is depleted or ninety (90) calendar days, whichever is greater. This benefit covers employees up to the Social Security normal retirement age.

Section 19.10 The Board and/or the Association reserve the right to investigate a change in the insurance carrier(s). In the event the Board or the Association desires to change the insurance carrier(s) or the design of the current plans, the party shall notify the other in writing to discuss the proposed change.

The Board and/or Association will lend its resources to facilitate the research of the carrier(s). A research committee will be formed in agreement by both the Association and the Board. The committee shall make a recommendation and present to both parties any proposed changes to the carrier and/or plan designs. Any changes in carrier or plan designs must be approved by both parties by March first (1<sup>st</sup>) of the contract year.

Section 19.11 If a provision of this Article becomes contrary to law, the parties will reopen negotiations in order to conform this Article only to applicable law.

Section 19.12 The District agrees to continue to purchase Worker's Compensation insurance at no cost to the employee only as long as it is required by law.

## ARTICLE XX DEATH OF AN EMPLOYEE

Section 20.1 The Board agrees to pay Seven Thousand Five Hundred Dollars (\$7,500.00) to the named beneficiary or estate of any member of the bargaining unit who dies while employed by the Merrimack School District. It is agreed by the parties that the Board shall have the sole and absolute right to make any such Seven Thousand Five Hundred Dollar (\$7,500.00) payment from either Merrimack School District monies or from any other source of the Board's choosing.

**ARTICLE XXI  
DEDUCTIONS**

- Section 21.1 The Board, through the office of the Superintendent, agrees to deduct from the salaries of members of the bargaining unit dues for said Association in ten (10) equal installments, provided that said bargaining unit members authorize the Board to make such deductions annually. Dues deduction authorizations shall be submitted each year in accordance with the following paragraphs and shall be in writing and signed by the employee in the form set forth in Appendix A attached hereto.
- Section 21.2 New employees hired during the school year shall be entitled to dues deductions provided that notification is given to the Central Office in writing within thirty (30) school days of permanent employment.
- Section 21.3 No dues shall be deducted from employees on probationary status.
- Section 21.4 The specific amount of the current dues of the Association referred to above shall be certified to the Merrimack School Board (Superintendent) by the local Treasurer of the Merrimack Educational Support Staff, NEA-New Hampshire, on or before May first (1<sup>st</sup>) of each year, if determined. In the event the dues rates have not been established by May first (1<sup>st</sup>), the Association shall make notification as soon as possible after the dues rates have been set.
- Section 21.5 Within ten (10) working days, the Office of the Superintendent shall transmit any dues so deducted to the Treasurer of the Merrimack Educational Support Staff, NEA-New Hampshire.
- Section 21.6 The Association agrees to relieve the Merrimack School District, the Merrimack School Board and all of its officers, agents, and employees from any liability in any claim or dispute between any employee and the Association for any deductions made or inadvertently omitted and transmitted in good faith in accordance with the Payroll Deduction Authorization Form attached hereto as Appendix A.

**ARTICLE XXII  
PAYMENT SCHEDULE**

- Section 22.1 Employees who are not entitled to holiday pay will have the option of receiving salary to which they are entitled spread over equal pay periods, normally twenty-one (21), between the first (1st) day of any such employee's contract and June thirtieth (30th), or he/she may request that he/she shall receive a lump-sum summer check as if the monies had been earned in the summer. The contract shall provide a form for the employee to choose a method of payment. See the form set forth as Appendix B attached hereto.

**ARTICLE XXIII  
EMPLOYEE WORK SCHEDULES**

Section 23.1 The normal work day and year for the following categories shall be as follows. The hours of the workday will be contiguous.

**Library Assistant:**

- The normal workday will consist of 7 hours of paid work.
- The normal work year will be 190 days.

**Paraeducator, Paraeducator I and Paraeducator II:**

- The normal workday will consist of 4 to 7.25 hours paid work which includes 20 minutes paid lunch break.
- The normal work year shall be 137 to 183 days.
- The normal work year will include three (3) in service days.

**Kindergarten Instructional Assistant:**

- The normal workday will consist of 4 to 7.25 hours paid work which includes 20 minutes paid lunch break.
- The normal work year shall be 183 days.
- The normal work year will include three (3) in service days.

**Certified Occupational Therapist Assistant:**

- The normal workday will consist of 7 hours paid work.
- The normal work year will be 185 days.

**Speech-Language Assistant:**

- The normal workday will consist of 7 hours paid work.
- The normal work year will be 185 days.

**Title I Tutor:**

- The normal workday will consist of 7.50 hours paid work which includes 20 minutes paid lunch break.
- The normal work year will be subject to the limit of federal funding.

**Custodian/Mechanic:**

- The normal workday will consist of 8 hours of paid work which includes a 30 minute paid lunch break.
- The normal work year will be 52 weeks.

**Administrative Assistant I:**

- The normal workday will consist of 6 to 7.50 hours of paid work.
- The normal work year will be 185 or 190 days.

**Administrative Assistant II:**

- The normal workday will consist of 7.50 hours of paid work.
- The normal work year will be 260 days.

**Food Service Hot Lunch 4:**

- The normal workday will consist of 4 to 5.50 hours of paid work.
- The normal work year will be 180 - 181 days.

**Food Service Hot Lunch 3:**

- The normal workday will consist of 4 to 5.50 hours of paid work.
- The normal work year will be 180 - 181 days.

**Food Service Hot Lunch 2:**

- The normal workday will consist of 6 hours of paid work.
- The normal work year will be 180 - 181 days.

**Food Service Hot Lunch 1:**

- The normal workday will consist of 6 hours of paid work.
- The normal work year will be 180 - 181 days.

Section 23.2 Employees who work six (6) or more hours per day will be entitled to one fifteen (15) minute break. All breaks must be taken on the premises of the employer.

Section 23.3 Employees who are not entitled to a paid lunch break may elect to take a thirty (30) minute duty-free unpaid lunch during which time they may leave the building. Employees who are required by their supervisor to work any part of their unpaid lunch break will be paid for the entire lunch period at their normal hourly rate of pay for that one-half hour.

Section 23.4 Employees must make their election known to their supervisor in April of any year to become effective July first (1<sup>st</sup>) of that year. Exception may be granted upon verbal request and approval by the immediate supervisor.

Section 23.5 Employees who are entitled to a paid lunch break will not be permitted to leave their buildings. They will be deemed to be "on call" for emergencies that may arise during their lunch breaks.

Section 23.6 Employees shall receive their Statement of Employment by the third (3<sup>rd</sup>) Friday in May.

Section 23.7 Employees in the school lunch program will continue to be entitled to lunch at no cost so long as this practice is not prohibited by law. Consistent with current practice these employees will be afforded time during their scheduled work day during which to eat their lunch.

This Article shall be applied consistent with RSA-275:30-a which permits an employee to eat lunch on work time at their work station.

Section 23.8 If it is mutually agreeable to any Certified Occupational Therapist Assistant, Speech-Language Assistant or Paraeducator/Paraeducator I/Paraeducator II and their immediate supervisor, then the Certified Occupational Therapist Assistant, Speech-Language Assistant or Paraeducator/Paraeducator I/Paraeducator II may also work Parent-Teacher Conferences.

If it is mutually agreeable to any Title I employee and their immediate supervisor, then the Title I employee may also work the Title I Open House and/or Title I parent meetings.

The employee's work day may exceed eight (8) hours that day for which the employee shall be paid straight time. Additional hours worked will be counted towards fulfillment of contract hours for that particular position.

Such time may or may not be contiguous for support staff employees as listed above.

Section 23.9 Both parties agree that during those days in which school is not in session, a full time two hundred and sixty (260) day per year Administrative Assistant II may elect with approval of his/her immediate supervisor to work a work day of six (6) hours. The two hundred and sixty (260) day Administrative Assistant II shall be paid at his/her hourly rate for only the six (6) hours worked. This agreement does not negate Article XI (Working Conditions), Section 11.

Section 23.10 Employees hired for less than twenty (20) hours per week shall not be covered by this agreement. All part time employees covered under this agreement shall receive the same leave benefits on a pro rata basis as all other employees in the specific classification. The Association will be notified in a timely manner in writing, of the name, position, number of hours employed, and the pay rate of any employee(s) hired under this provision.

It is not the intent of the Board to hire part time employees in an arbitrary and capricious manner in order to avoid hiring permanent full time or regular part time employees in any work category. The Association has the right to grieve the hiring issue through the use of the grievance process as outlined in Article VII of this agreement.

Section 23.11 Employees called back to work outside their normal work hours shall be paid for a minimum of two (2) hours, or timed worked, whichever is greater.

## ARTICLE XXIV OVERTIME

Section 24.1 The following conditions shall apply to overtime: All hours worked in excess of forty (40) hours in a workweek (workweek is defined as 12:01 A.M. Friday until 12:00 Midnight on the subsequent Thursday) shall be paid at the rate of one and one-half (1½) times the employees normal hourly rate.

Section 24.2 Employees who are asked to work holidays listed in Article XII when school is not in session will be paid time and one-half for all hours worked plus the regular holiday pay as provided in Article XII.

Section 24.3 Paid leave shall count toward hours worked.

Section 24.4 Overtime work shall be offered on a rotating basis by seniority among all available employees who enter their names on the overtime rotation list; unless however, the employee otherwise entitled to the overtime is not qualified to perform the work, in which case the employer will move to the next name on the list and the employee not selected will retain his/her current position on the list. If an employee declines an offer of overtime his/her name will drop to the bottom of the rotating list as though the person had worked the assignment. If no eligible employee is willing to accept a particular overtime assignment the employer reserves the right to assign the work to the least senior employee who has indicated availability for such overtime that month.

Section 24.5 In cases of demonstrable emergency, the employer may deviate from the rotation system in order to obtain coverage as quickly as possible.

Section 24.6 Any lunch program employee who accepts an assignment to provide services for an organization or group other than the Merrimack School District shall be compensated at one and one-half (1-1/2) times the employee's normal rate of pay. Opportunities to work these special functions will be rotated among employees as in Section Four (4) above.

ARTICLE XXV  
COMPENSATION

Section 25.1 2012-2013 Wage Scale

Position	1	2	3	4	5	6	7	8	9
Hot Lunch 4	9.86	10.13	10.39	10.93	11.47	12.28			
Hot Lunch 3	10.17	10.44	10.71	11.26	11.80	12.60			
Hot Lunch 2	10.60	10.87	11.12	11.67	12.21	12.98			
Hot Lunch 1	10.92	11.17	11.45	12.00	12.53	13.34			
Custodian	13.15	13.40	13.67	14.21	14.74	15.28	15.82	16.62	17.04
Mechanic	16.18	16.44	16.70	17.26	17.80	18.32	18.87	19.66	20.14
Library Assistant	10.88	11.15	11.43	11.96	12.51	13.02	13.55	14.10	14.91
Paraeducator	11.20	11.41	11.73	12.29	12.80	13.34	13.88	14.41	15.23
Paraeducator I	11.55	11.77	12.08	12.63	13.17	13.68	14.22	14.76	15.56
Paraeducator II	11.87	12.08	12.42	12.94	13.48	14.01	14.54	15.08	15.89
Kindergarten Instructional Assistant	11.20	11.41	11.73	12.29	12.80	13.34	13.88	14.41	15.23
Administrative Assistant I/II	11.68	11.94	12.22	12.73	13.29	13.81	14.35	14.87	15.69
Title One Tutor	13.55	13.84	14.12	14.64	15.19	15.72	16.27	16.79	17.60
Certified Occupation Therapist Assistant	14.40	14.68	14.95	15.46	16.03	16.55	17.10	17.63	18.43
Speech - Language Assistant	14.40	14.68	14.95	15.46	16.03	16.55	17.10	17.63	18.43

ARTICLE XXV  
COMPENSATION

Section 25.1 2013-2014 Wage Scale

Position	1	2	3	4	5	6	7	8	9
Hot Lunch 4	9.96	10.23	10.50	11.04	11.59	12.40			
Hot Lunch 3	10.28	10.54	10.81	11.37	11.92	12.73			
Hot Lunch 2	10.70	10.98	11.23	11.79	12.33	13.11			
Hot Lunch 1	11.03	11.28	11.57	12.12	12.66	13.47			
Custodian	13.29	13.53	13.81	14.35	14.88	15.43	15.98	16.79	17.24
Mechanic	16.34	16.60	16.87	17.44	17.98	18.50	19.05	19.86	20.34
Library Assistant	10.99	11.26	11.55	12.08	12.63	13.15	13.68	14.24	15.06
Paraeducator	11.31	11.53	11.85	12.41	12.93	13.47	14.02	14.56	15.38
Paraeducator I	11.67	11.89	12.20	12.76	13.31	13.82	14.36	14.90	15.72
Paraeducator II	11.98	12.20	12.54	13.07	13.61	14.15	14.69	15.23	16.05
Kindergarten Instructional Assistant	11.31	11.53	11.85	12.41	12.93	13.47	14.02	14.56	15.38
Administrative Assistant I/II	11.80	12.05	12.34	12.86	13.42	13.95	14.50	15.02	15.85
Title One Tutor	13.68	13.98	14.26	14.78	15.34	15.88	16.43	16.96	17.77
Certified Occupation Therapist Assistant	14.55	14.82	15.10	15.62	16.19	16.71	17.27	17.80	18.62
Speech - Language Assistant	14.55	14.82	15.10	15.62	16.19	16.71	17.27	17.80	18.62

**ARTICLE XXV  
COMPENSATION**

Section 25.1 2014-2015 Wage Scale

Position	1	2	3	4	5	6	7	8	9
Hot Lunch 4	10.05	10.33	10.59	11.14	11.69	12.51			
Hot Lunch 3	10.37	10.64	10.91	11.48	12.03	12.84			
Hot Lunch 2	10.80	11.08	11.33	11.90	12.44	13.23			
Hot Lunch 1	11.13	11.39	11.67	12.23	12.77	13.59			
Custodian	13.41	13.65	13.93	14.49	15.02	15.57	16.13	16.94	17.51
Mechanic	16.49	16.75	17.02	17.60	18.14	18.67	19.23	20.04	20.69
Library Assistant	11.09	11.36	11.65	12.19	12.75	13.27	13.81	14.37	15.19
Paraeducator	11.42	11.63	11.96	12.52	13.05	13.59	14.15	14.69	15.52
Paraeducator I	11.78	12.00	12.31	12.87	13.43	13.94	14.50	15.04	15.86
Paraeducator II	12.09	12.31	12.66	13.19	13.74	14.28	14.82	15.37	16.20
Kindergarten Instructional Assistant	11.42	11.63	11.96	12.52	13.05	13.59	14.15	14.69	15.52
Administrative Assistant I/II	11.91	12.16	12.45	12.98	13.54	14.07	14.63	15.15	15.99
Title One Tutor	13.81	14.10	14.39	14.92	15.48	16.02	16.58	17.11	17.93
Certified Occupation Therapist Assistant	14.68	14.96	15.23	15.76	16.33	16.87	17.43	17.96	18.79
Speech - Language Assistant	14.68	14.96	15.23	15.76	16.33	16.87	17.43	17.96	18.79

Section 25.2 In addition to the above printed schedules, each employee shall receive \$1.50 per hour in his/her hourly rate for the year covered by this contract for longevity on his/her tenth (10<sup>th</sup>) July 1<sup>st</sup> anniversary.

In addition to the above printed schedules, each employee shall receive \$2.00 per hour in his/her hourly rate for the year covered by this contract for longevity on his/her fifteenth (15<sup>th</sup>) July 1<sup>st</sup> anniversary.

In addition to the above printed schedules, each employee shall receive \$2.50 per hour in his/her hourly rate for the year covered by this contract for longevity on his/her twentieth (20<sup>th</sup>) July 1<sup>st</sup> anniversary.

In addition to the above printed schedules, each employee shall receive \$3.00 per hour in his/her hourly rate for the year covered by this contract for longevity on his/her twenty-fifth (25<sup>th</sup>) July 1<sup>st</sup> anniversary.

Section 25.3 The Head Custodian shall be paid \$2.00 per hour in addition to his/her proper hourly rate as determined by this schedule for Custodians.

Section 25.4 Years for placement on the wage scale are years employed in the Merrimack School District, unless additional credit was awarded previously and reflected in the 1983-84 pay rate (excluding temporary positions). Step 1 equals the starting date to the first subsequent July first (1<sup>st</sup>). Step 2 equals the first July first (1<sup>st</sup>) to the second July first (1<sup>st</sup>).

Section 25.5 Employees who have received a School Nutrition Association Level I Certification shall be paid an additional twenty-five cents (.25) above their hourly rate.

Section 25.6 Employees who have received a two-year college degree or two-year college certificate shall be paid an additional three hundred dollars (\$300.00) per year above their hourly rate. Such payment shall be paid in equal installments according to the employee's twenty-one (21) or twenty-six (26) pay period selection.

Employees who have received a four year college degree shall be paid an additional six hundred dollars (\$600.00) per year above their hourly rate. Such payment shall be paid in equal installments according to the employee's twenty-one (21) or twenty-six (26) pay period selection

Employees must submit official transcripts to receive the college degree stipend.

Title I Tutors whose position requires New Hampshire Certification, shall be paid an additional one thousand five hundred dollars (\$1,500.00) for a Degree Stipend. Such payment shall be paid in equal installments according to the employee's twenty-one (21) or twenty-six (26) pay period selection.

The degree stipend for employees in all categories who work less than a contract year will be prorated.

- Section 25.7 Effective July 1, 2009, Paraeducators who hold a Paraprofessional Certification I or II from the Department of Education and who wish to use the certification for the purpose of changing salary tracks at the beginning of the school year must notify the Superintendent by August thirty-first (31<sup>st</sup>) of the contract year. The certification must have a date of issuance on or before September first (1<sup>st</sup>) of the school year. Paraeducators may change to a new salary track at the beginning of the second semester, provided notice of intent to change to the new salary track level was given to the Superintendent on or before September thirtieth (30<sup>th</sup>) of that school year with certification issued by Department of Education.
- Section 25.8 Kindergarten Instructional Assistants (KIAS) who hold a Paraprofessional I Certification shall be paid an additional two hundred dollars (\$200.00) per year above their hourly rate. Kindergarten Instructional Assistants (KIAS) who hold a Paraprofessional II Certification shall be paid an additional three hundred dollars (\$300.00) per year above their hourly rate.
- Section 25.9 Upon voluntary termination of employment in the Merrimack School District, an employee covered by this agreement shall receive a severance benefit equal to his/her per diem rate times the number of sick days the employee has accumulated at the time of termination as follows:
- fifteen (15) years – twenty-five (25) percent
  - twenty (20) years – thirty-five (35) percent
  - twenty-five (25) years – fifty (50) percent
- The School District payment to any individual employee with less than twenty (20) years in the District will be capped at four thousand dollars (\$4,000.00).
- For a voluntary resignation, an employee must give a minimum of a two (2) week written notice to his/her building principal or director.
- Section 25.10 The District agrees to establish an IRS Section 125 Plan for members of the bargaining unit. An employee may elect to set aside pre-tax dollars for payment of the employee's share of medical insurance premiums, reimbursement of medical expenses not covered by insurance and reimbursement of dependent care expenses.

**ARTICLE XXVI  
GENERAL PROVISIONS**

- Section 26.1 This Agreement represents the final resolution of all matters in dispute between the parties, and the provisions of this Agreement shall not be changed or altered unless the change or alteration has been agreed to by an instrument in writing duly executed by both parties.
- Section 26.2 If any provision of this Agreement is found contrary to law, then such provision will not be deemed valid and subsisting except to the extent permitted by law, provided, however, that all other provisions of this Agreement will continue in full force and effect.
- Section 26.3 Copies of this Agreement will be printed at Board expense and given to each employee within thirty (30) days of reaching final agreement.

ARTICLE XXVII  
DURATION

The provision of this Agreement shall be effective as of July 1, 2012, and, continue to remain in full force and effect until June 30, 2015.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this the 21<sup>st</sup> day of May, 2012.

MERRIMACK SCHOOL BOARD

BY: Christopher S. Clitz  
Chairperson

BY: Thomas G. Chuguey  
Superintendent of Schools

MERRIMACK EDUCATIONAL  
SUPPORT STAFF ASSOCIATION

BY: Dorcas M. Scadoux  
President

BY: Rene Beaulieu  
Chairperson

BY: Paul A. Sousa  
Secretary

BY: Deborah S. Donohue  
Treasurer

APPENDIX A

Dues Authorization Form - Payroll Deduction

In accordance with Article XXI of the Collective Bargaining Agreement between the Merrimack Educational Support Staff and the Merrimack School Board, I hereby authorize the Merrimack School District to deduct dues [full time \$ \_\_\_\_\_ per year or \$ \_\_\_\_\_ per pay period or for part time \$ \_\_\_\_\_ per year or \$ \_\_\_\_\_ per pay period] in the amount of \$ \_\_\_\_\_ for the school year \_\_\_\_\_ - \_\_\_\_\_. These monies are to be deducted in 10 equal installments.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Number

APPENDIX B

Compensation Payment Schedule - Authorization Form

In accordance with Article XXII of the collective bargaining agreement between the Merrimack Educational Support Staff-NEA-New Hampshire, and the Merrimack School Board, I hereby elect to have my salary paid in either twenty-one (21) or twenty-six (26) pay periods.

Please check one of the following:

I elect:

Twenty-one (21) \_\_\_\_\_

Twenty-six (26) \_\_\_\_\_

pay periods for the \_\_\_\_\_ - \_\_\_\_\_ school year.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Number

APPENDIX C

Merrimack School District  
GRIEVANCE REPORT FORM  
MERRIMACK EDUCATIONAL SUPPORT STAFF ASSOCIATION

GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_\_

MERRIMACK SCHOOL DISTRICT

To: \_\_\_\_\_  
Principal or Director

Complete in Triplicate with copies to:  
1. Principal or Director  
2. Superintendent  
3. Association

\_\_\_\_\_  
SCHOOL:

\_\_\_\_\_  
NAME OF GRIEVANT:

\_\_\_\_\_  
DATE FILED:

LEVEL A

Date of Grievance: \_\_\_\_\_

1. Statement of Grievance (Be sure to include the specific violation or condition with proper references to the contract agreement):

\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Answer given by Principal or Director:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

LEVEL B

Received by Superintendent: \_\_\_\_\_

Answer given by Superintendent:

\_\_\_\_\_  
\_\_\_\_\_

Position of Grievant:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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LEVEL C

Date Submitted to Arbitration:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date