AGREEMENT

BETWEEN THE

MILFORD SCHOOL BOARD

AND THE

MILFORD EDUCATION SUPPORT STAFF ASSOCIATION

JULY 1, 2009

TO

JUNE 30, 2012

MILFORD SCHOOL DISTRICT
SUPPORT STAFF AGREEMENT
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AGREEMENT BETWEEN MILFORD SCHOOL DISTRICT
AND THE
MILFORD EDUCATION SUPPORT STAFF ASSOCIATION

AGREEMENT, made March 10, 2009, by and between the School Board of the Milford School District, Milford, New Hampshire ("Board") and the Milford Education Support Staff Association ("Association").

1. RECOGNITION

A. The Board recognizes the Association as the representative of all regular full and part-time Speech Language Associates, Instructional Assistants, Library Associates, Health Associates, 1:1 Nurse Associates, Instructional Associates, ESOL Tutors, Program Associates and 1:1 Associates employed by the Milford School District ("District") for the purpose of negotiating with the Board with respect to salaries and fringe benefits and other terms of employment in accordance with RSA 273-A. The Board agrees to meet, confer, and negotiate with representatives of the Association concerning such matters in accordance with the provisions of RSA 273-A and the procedures outlined below.

B. The Association agrees to represent equally employees covered by this Agreement without regard to membership in the Association.

C. This Agreement shall not prevent the Board from communicating or consulting with any individual employee or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any employeefrom appearing before the Board in his own behalf on matters relating to his employment by the Board.

D. The terms "he" or "his" in the Agreement are understood to apply to either gender.

E. Unless otherwise noted, the term "employee" shall apply to all members of the aforementioned bargaining unit.

F. Employees hired or rehired shall serve a probationary period of three (3) months of actual working time for the District (breaks shall not be counted in this calculation). Probationary employees shall be entitled to paid leave and flex benefits.

2. MANAGEMENT RIGHTS

A. Except to the extent that there is contained in this agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Board are retained and reserved exclusively to the Board including, but not limited to, the right to manage the affairs of the District and to maintain and improve the efficiency of its operations; to determine methods, means, process and personnel by which operations are to be conducted; to determine the size and direct the activities of the work force; to determine the schedule and hours

of duty consistent with the statutes and the assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, continue and divide existing job classifications for all jobs, to require from each employee the efficient utilization of his/her services; to hire, promote, assign and retain employees, to discipline, suspend, demote and discharge employees, to promulgate and support reasonable rules and regulations pertaining to the operations.

B. The exercise of the management rights and responsibilities of the Board set forth hereby, except discharge, shall not be subject to the grievance procedures set forth in this agreement, except that where a management right is specifically required to be exercised in accordance with a specified procedure as provided in this agreement, grievance alleging a failure to comply with such procedure will be subject to Grievance Article 13 of this Agreement.

3. ASSOCIATION RIGHTS

A. The Association shall have the right to use school facilities for meetings and school equipment, when such equipment and facilities are not otherwise is use. Notice for the use of buildings will be made to the Principal in advance and such use will not interfere with the working responsibilities of bargaining unit members. The Association shall pay for the cost of all materials and supplies incident to such uses and shall be responsible for the proper operation of all such equipment.

B. The Association may post notices of its activities and matters of employee concern in employee work locations; except that such notices shall not be posted in areas in which students have access to such information. The Association shall also have the right to use the school mails to distribute Association materials.

C. Association officers or their designees, during working hours and without loss of time or pay, may represent employees and investigate and present grievances to the employer.

D. 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.

4. NEGOTIATION PROCEDURE

The parties agree that negotiations for any successor to this Agreement shall be conducted pursuant to RSA 273:A and that either party may request to start the negotiations process at any time after May 1 of the year prior to the last year of the existing Agreement. The parties shall make every effort to secure funds necessary to implement said Agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations in accordance with the provisions of this Agreement.

5. PAYROLL DEDUCTIONS

A. The Board agrees to deduct from the salaries of its employees covered under this Agreement dues for the Association, the National Education Association of New Hampshire, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association.

B. The President of the Association agrees to provide annually, by September 30, a list of those individuals who have authorized deductions and the amounts of these deductions.

C. The Board will discontinue such deductions upon notice of withdrawal from any Employee.

D. The parties agree that once the dues have been deducted and paid over to the Association, all further responsibility on the part of the Board for said funds shall cease and the Association agrees that the Board and/or its officers shall have no further liability with regard to the same. The Association agrees to indemnify and defend the Board, Superintendent, District, or any SAU or Disctrict employee for any claims connected to or arising under this section of the Agreement.

E. The Board agrees to deduct from the salaries of its employees covered under this Agreement other monies to be used for Credit Union, Insurance, and Annuities.

6. LEAVES AND BENEFITS

Except as specifically provided herein, all leaves and other benefits, including insurance, for Employees shall be in accordance with policies as implemented and interpreted by the Superintendent and Board and as modified from time to time at their discretion.

7. FLEXIBLE BENEFIT PLAN

A. The Milford School District offers a flexible benefit plan ("Plan") under Section 125 guidelines. Flex benefits apply to full-time school employees working a minimum of 30 normally scheduled hours per week. Annual open enrollment is normally during May/June for a Plan Year of July 1 - June 30.

B. The Plan includes health, dental, life and AD&D, long-term disability insurance, supplemental life insurance, and health and dependent care reimbursement accounts. During the term of this Agreement, the School District shall make payments of insurance premiums as outlined above to assure insurance coverage for a twelve (12) month period commencing September 1 and ending on August 31 of each school year for all bargaining unit members who complete their contractual obligations for each such year, provided members who are not returning for the subsequent year notify the District by July 1.

C. Each employee receives a flex allotment (flex dollars) to purchase benefits through the Flex Plan. The employee's flex allotment is based on marital status and number of dependent children. A dependent child is defined as any child covered by the District's health insurance plan.

D. Flex dollars for single, two-person and family allotments are determined by the following formulas:

   a. For Group 1 Employees (hired prior to July 1, 2005): Effective July 1, 2009, eighty-three percent (83.0%) of the cost of the SchoolCare POS Plan + 100% single Delta Dental (50% for two-person and family) + basic life insurance + long-term disability as computed by the Superintendent or designee. Effective July 1, 2010, eighty-two percent (82.0%) of the cost of the SchoolCare POS Plan + 100% single Delta Dental (50% for two-person and family) + basic life insurance + long-term disability as computed by the Superintendent or designee.

   b. For Group 2 Employees (hired on or after July 1, 2005): Effective July 1, 2009, eighty-five percent (85.0%) of the cost of the SchoolCare HMO Plan + 100% single Delta Dental (50% for two-person and family) + basic life insurance + long-term disability as computed by the Superintendent of Schools or his designee.

E. Employees who waive coverage will receive a "buy out" payment of thirty-five percent (35.0%) of the employee's unused portion of his/her flex plan allotment.

F. When both spouses are employed by the District, health and dental insurance will be paid 100% by the District.

8. PAID LEAVE

A. Sick Leave

Employees who have a personal or family illness or disability may use available accrued sick leave time. For purposes of this paragraph, the term "family" shall mean a mother, father, spouse, son or daughter of the employee. A doctor's certificate may be required upon an employee's return from an absence.

One (1) day will be granted, up front, to each staff member eligible for sick time accrual at the start of the new school year. This day shall be donated to the Sick Leave Bank. Additional sick leave time will accrue at the rate of one (1) day (based on normally scheduled hours per day) per calendar month (and is available at the end of the month), September through June.

Accrued sick time will be used in a minimum of ½ workday increments. Staff members who actually use less than a ½ work day increment, and do not wish to be docked a whole

½ day of sick time, can either take the time off without pay or make arrangements with his/her supervisor to make up the missed time.

Employees are responsible for contacting their immediate supervisor as soon as practically possible, preferably before the start of their work day, whenever he/she cannot come to work due to an illness. Sick leave in excess of three (3) consecutive days should be reported by the employee's supervisor to the Superintendent or designee and requires a doctor's note in order to return to work.

Unused sick leave days will be carried over from year to year to a maximum of one hundred (100) accumulated days for full-time school year and year round employees. Upon expiration of sick leave, the School Board may consider written requests for additional leave on an individual basis. Unused sick leave will not be paid at the time of termination unless the employee qualifies for "payout" as noted in Section C, Unused Sick Leave, Paragraph 2.

B. Sick Leave Bank

The Sick Leave Bank, "Sick Bank" was established to assist Classified Staff members in the event of long-term illness. All staff eligible for sick day accrual are members of the Sick Leave Bank.

The Sick Bank Committee:

The Bank will be administered by the Sick Bank Committee. The Committee is to be made up of the Superintendent or designee and four (4) Classified Staff members chosen at large by the staff. Each Classified Staff member will serve for a two-year staggered term.

Joining & Stocking of the Bank:

The Committee will oversee the stocking of the Bank.

Process for Applications:

Applications are considered on a case-by-case basis. In order to be eligible to withdraw days from the Bank, a Classified Staff member must belong to the Sick Bank. There is no guarantee that requests will be approved.

All requests for sick bank days will be handled with the strictest confidence. However, there may be cases where additional information is requested from the individual's immediate supervisor.

Applications for Sick Days:

Application for withdrawal of sick days from the Bank is to be submitted in writing to the Committee. Applications are available at the main office of each school building. The application should include:

a) number of days requested
b) detailed information regarding the request
c) medical documentation to support the application

The Sick Bank is not intended to supplement workers compensation benefits. Days from the Sick Bank are to be used only after the individual has used all of his/her accumulative leave (sick days, vacation time, and personal leave).

The Committee retains the right to access and review attendance records and other information related to accrued leaves and flex benefits.

C. Unused Sick Leave

Full-time employees who have accrued the maximum number of sick leave days (one hundred (100)) and who have six (6) or more unused sick leave days during the year (July 1-June 30), shall be paid the sum of $300.00 before June 30th of each year.

An employee, upon termination, who has fifteen (15) consecutive years and is eligible for retirement based on the NH Retirement System, shall be compensated for all unused accumulated sick days. Such compensation shall be equal to 40% of the Employee's most recent per diem pay for each day of said employee's unused accumulated sick days to a maximum of one hundred (100) days for full-time employees and paid to the employee within thirty (30) days of his last day of employment.

D. Personal Leave

Full-time school year employees are eligible for personal leave.

Up to three (3) days of personal leave (non-accumulative) during a fiscal year may be granted with pay upon the recommendation of the Building Principal/Supervisor and the approval of the Superintendent of Schools. Personal Leave is to be used for sound and pressing personal matters that cannot be accomplished outside the normal workday.

The amount of personal days granted to new-hires will be prorated the first year of employment based on the employee's date of hire. Such requests shall be submitted, in writing, at least one (1) week in advance unless an emergency occurs where one (1) week's advance notice is impossible. In cases of an unplanned personal emergency, the employee is responsible for contacting his/her direct supervisor as soon as reasonably possible, preferably prior to the start of his/her workday.

Personal time will be used in a minimum of ½ workday increments. Staff members who actually wish to use less than a ½ work day increment, and do not wish to be docked a whole ½ day of personal time, can either take the time off without pay or make arrangements with his/her supervisor to make up the missed time.

Unused personal leave shall be paid to the Classified Staff member who completes the fiscal year (July 1 to June 30) by July 15th of each year based on ½ their hourly rate of pay as of June 30 of the year the personal days were accrued.

When, on occasion, an employee may need time off for license renewal, a lawyer's appointment, a doctor's appointment, etc. in excess of personal days allotted, the supervisor may allow an adjustment to a pay period or debit a personal day or vacation allotment.

E. Holidays

Bargaining unit members are entitled to receive holiday pay based on normally scheduled work hours in a day for seven (7) holidays designated each school year by the Superintendent of Schools. Part-time employees will receive holiday pay for any designated holiday that falls within his/her normally scheduled workweek.

9. WORK YEAR

The work year shall consist of one hundred and eighty-nine (189) days, including one hundred and eighty (180) student days, seven (7) holidays, and two (2) workshop days.

10. WAGES

A. Effective for the first full pay period after July 1, 2009, wage rates of bargaining unit members will be increased by six percent (6.0%).

B. Effective for the first full pay period after January 1, 2010, wage rates of bargaining unit members will increase six percent (6.0%).

C. Effective for the first full pay period after July 1, 2010, wage rates of bargaining unit members will be increased by four percent (4.0%).

D. Effective for the first full pay period after July 1, 2011, wage rates of bargaining unit members will be increased by four percent (4.0%).

E. Bargaining unit members will be paid an additional five dollars ($5.00) to substitute for a classroom teacher for a full teaching/academic period or one (1) hour when assigned to do so by the Principal or designee.

F. SPED paraeducators working with the most involved students as determined by the Special Education Director will receive a five hundred dollar ($500.00) annual stipend. The Director's decision is not subject to the grievance procedure.

11. LONGEVITY

The longevity schedule will remain unchanged unitl the first full pay period after July 1, 2010, when it will be adjusted as follows:

Year 6	$0.65 per hour
Year 7	$0.80 per hour
Year 8	$0.95 per hour
Year 9	$1.10 per hour
Year 10	$1.25 per hour

Thereafter an additional $0.75 increase upon additional 5-year increments.

12. TAX DEFERRED ANNUITY

The District agrees to contribute an amount equal to a bargaining unit member's contribution to a payroll-deducted tax sheltered annuity, not to exceed one hundred fifty dollars ($150) per year.

13. TUITION REIMBURSEMENT

The District shall reimburse bargaining unit members who have completed one (1) year of service in the Milford School District up to 2/3 of the current UNH rate per credit to a maximum of six (6) credits during the fiscal year.

Course work must be related to the employee's current position or a career path within the District. Proof of a "B" or better is required. Prior course approval must be obtained from the Building Principal and Superintendent of Schools. Employees should obtain a Request for Course Approval/Reimbursement form from their Principal's Office **prior to** the start of the course. A receipt indicating the employee has paid for the course will be required. Employees shall request reimbursement within 60 days following completion of the course.

14. GRIEVANCE PROCEDURE

Definition:

A "grievance" shall mean a complaint by a non-probationary employee that there has been to the grievant(s) a violation, misinterpretation or inequitable application of any of the provisions of this Agreement governing said employees, except a grievance shall not be:

a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

A grievance to be considered under this procedure must be initiated in writing on the form as contained in Appendix A by the employee within thirty (30) calendar days of its occurrence, or within thirty (30) calendar days of when the employee should have known of its occurrence.

Procedure:

Step 1 - Any member of the bargaining unit who has a grievance shall discuss it first with his Principal in an attempt to resolve the matter informally at that level. The Principal shall communicate his decision to the grievant within five (5) school days in writing.

Step 2 - The grievant may appeal the decision of the Principal to the Superintendent within five (5) school days after receipt of the decision at Step 1. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury or loss; (c) the results of previous discussions of the grievance; (d) his dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the grievant, to the Association, and to the Principal involved at the previous step of the grievance procedure.

Step 3 - If the Superintendent's decision does not resolve the grievance to the Grievant's satisfaction, the Grievant may request a review by the Board. Such request must be made within five (5) school days after receipt of the Superintendent's decision and shall be submitted, in writing, through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board shall schedule and conduct a hearing within thirty (30) calendar days after the grievance is referred to them. The scope of the Board's authority shall be limited to interpretation and application of the terms of this agreement. The Board does not have any power to add or subtract from, alter, or modify any of the said provisions of this Agreement. The Board shall render its decision within fifteen (15) calendar days of the hearing.

Step 4 - If the matter is referred to arbitration by the Association, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to so within ten (10) work days of the Association's request for arbitration, then either party shall apply to the Public Employee Labor Relations Board (PELRB) to name an arbitrator under the rules and procedures of the PELRB. The arbitrator shall use his/her best efforts to arbitrate the grievance, including matters of procedural and substantive arbitrability, but he/she shall have no power to add to or subtract from, alter, or modify any of the provisions of this Agreement. The arbitrator shall thereafter submit a written decision to both parties. The arbitrator's decision shall be an advisory recommendation to the parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

General:

It is understood that any employee grievant shall, during and not withstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

15. EVALUATIONS AND DISCIPLINE

A. An employee shall be provided a written copy of his/her evaluation prior to said evaluation being placed in the employee's personnel file. The employee may request a conference to meet with the supervisor to discuss the evaluation. The employee's signature on the report shall only indicate that the report has been read by the employee and in no way indicates agreement with its contents. The employee may write any comments or rebuttal to his/her evaluation report, which shall be attached to the report and placed in the employee's personnel file.

B. The District will provide written notification to any employee of any disciplinary action.

16. MISCELLANEOUS

A. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be 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 applications shall continue in full force and effect.

B. It is understood that both parties have had an opportunity to make proposals during negotiations and that the Agreement reached as a result represents the total of all understandings between the parties for the contract term.

17. DURATION AND RENEWAL

This Agreement shall become effective as of July 1, 2009 and shall expire at midnight on June 30, 2012. No cost item in this Agreement shall be retroactive unless it has been specifically provided in this Agreement and approved specifically as retroactive cost items by the Board and the District Meeting.

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

MILFORD EDUCATION SUPPORT STAFF ASSOCIATION

BY: Denise Patrizio
Denise Patrizio

BY: Lynda Abaid
Lynda Abaid

BY: Amanda Bentley
Amanda Bentley

BY: Deborah Hayes
Deborah Hayes

DATE: 3/16/09

MILFORD SCHOOL BOARD

BY: Peter Bragdon
Peter Bragdon, Chairperson

DATE: 4/6/09