SUPPORT STAFF
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

SANBORN REGIONAL SCHOOL BOARD

AND THE

SANBORN REGIONAL EDUCATION ASSOCIATION

JULY 1, 2011 - JUNE 30, 2013

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SANBORN REGIONAL SCHOOL DISTRICT
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT

1. Agreement

This agreement between the Sanborn Regional School Board (hereinafter called the "Board") and the Sanborn Regional Support Staff/Affiliated with the Sanborn Regional Education Association/NEA-New Hampshire (hereinafter called the "the Association" is made and entered into on the 5th day of January, 2011.

2. Purpose

The general purpose of this Agreement is to set forth agreements reached between the Board and the Bargaining Unit with respect to wages, hours, and other terms and conditions of employment for support staff personnel in the Bargaining Unit described in the recognition clause as follows.

3. Recognition

The Board recognizes the Association as the exclusive bargaining agent for all support staff to include: school secretaries, administrative assistants, administrative secretaries, guidance secretaries, all paraeducators and coordinators, permanent full-time substitutes, inside suspension and planning room staff, occupational therapist assistants and speech and language assistants, unless excluded in Article 4.

4. Exclusions

4.1 Position Exclusions

The following positions are excluded from the Bargaining Unit:
maintenance supervisor, maintenance personnel, groundskeepers, custodians, all SAU office personnel including secretaries, clerks, bookkeepers, accountants, technology staff, student service secretaries and all administrators.

4.2 Definition of Employee

The term "employee" as used herein refers to members of this Bargaining Unit as listed in Article 3 above.

4.3 Other Meetings

It is understood that nothing contained in this Article shall be construed to prevent the board or appropriate representatives thereof from meeting with any individual or organization to hear views on any matters, except as to matters so presented which are a proper subject of collective negotiations. This agreement shall not be modified in whole or in part except through the voluntary, mutual consent of the parties by an instrument in writing duly executed by the parties.

5. Non-Discrimination

5.1 Pursuant to RSA 273-A

Pursuant to the RSA 273-A, the Employer hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. The Employer agrees that it will not deprive any employee in the enjoyment of any rights conferred by the Act or other state and federal laws; and that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement.

5.2 Definition of Discrimination

The parties agree that they will not discriminate illegally against or between employees covered by this Agreement because of age, ancestry, color, creed, handicap, marital status, national origin, race, religion, sex, sexual orientation or veteran status.

6. Management Rights

6.1 Rights and Responsibilities of the Board

The parties agree that all rights and responsibilities of the Board which have not been addressed by this Agreement are retained in the sole discretion of the Board.

6.2 Rights of the Bargaining Unit

It shall also be the right of the Bargaining Unit, however, to present and process grievances of its members whose wages, hours, or working conditions are changed in violation of this Agreement as a result of Administration exercising the above-mentioned rights, whenever such grievances exist.

7. Negotiations Procedure

On or before October 15, the parties shall conduct the initial negotiating session.

The parties agree to negotiate according to the procedures set forth in RSA 273-A, and that such negotiations will be good faith. Each party shall make proposals, counter-proposals and exchange information in an effort to reach an accord on all issues raised with respect to wages, benefits and working conditions.

Any agreement reached shall be reduced in writing and signed by the Board and the Association. Any agreement will need to comply with the timelines of Senate Bill 2 in order to have the Agreement introduced as a warrant article and reviewed at a public budget hearing.

If an Agreement is not reached by December 1st preceding the termination date of any year, either party may declare an impasse pursuant to RSA 273-A:12, request a list of mediators from the PELRB. If the parties are unable to agree on a mediator within seven (7) days after being provided with a list of mediators by the PELRB, the parties shall request the PELRB to appoint a mediator. Costs for the retention of a neutral mediator shall be borne equally by both parties.

Either party may, if it desires, utilize the services of outside consultants, and may call upon professional representatives to assist in negotiations.

When bargaining sessions are scheduled during the school day, employees may participate as provided in RSA 273-A:11-II.

8. Severability

Should any article, section, or portion thereof, of this Agreement be declared invalid because it is in conflict with federal or state law or held to be un-enforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or subsection thereof which has been declared invalid or unenforceable, but all other provisions or applications will continue in full force and effect. Both parties will resume negotiations under the provisions of RSA 273-A on the article, section, or portion thereof declared invalid or unenforceable.

9. Association Rights by Contract

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

9.1 Use of Bulletin Boards and the Mail

The Association shall be provided with bulletin boards or sections thereof for the purpose of posting Association materials. The Association shall also have the right to use school mails to distribute Association material provided that the Association shall submit bulletin board materials to the Superintendent or his/her designee before posting and the Superintendent shall have the right to deny posting rights for materials he/she deems offensive or inappropriate (in which case the Association retains the right to distribute the material via school mails.

9.2 Use of Equipment

The Association shall have the right to use school equipment, including typewriters, duplicating equipment including copiers, computers and all types of audio-visual equipment during non-work hours and so as to not interfere with nor interrupt school operations. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

9.3 Authorized Representatives of the Bargaining Unit

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 school operations.

9.4 Request for Documents

The Board shall furnish to the Association, upon reasonable notice, such documents within the Board's custody or control as may be relevant to the administration or renewal of the Agreement.

9.5 Displacement of Employees

The employee and the employer agree that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the Bargaining Unit except, in emergencies when union employees are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by the employee, instruction and training, unavailability of employees or necessary equipment and incidental work. For the purpose of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action.

9.6 Information provided to Bargaining Unit

The Board agrees to provide the President of the Association or his/her designee copies of agendas, minutes and additions and deletions to the policy manual. These materials shall be available at the superintendent's office on the day before a scheduled school board meeting.

9.7 Paid leave for Bargaining Unit Business

Officers and agents of the SREA shall be provided with five (5) days per year of paid leave to conduct Association business. Such use shall be at the discretion of the Association, except that no one person shall take more than two (2) days. The Superintendent will be notified at least twenty-four (24) hours prior to the commencement of such leave.

10. Employee Rights and Protection

10.1 Right to Membership in the Association

The Board and the Association hereby agree that every employee shall have the right to join, and/or support the Association, or to refrain from the same or to oppose the Association, provided that employees shall not engage in activity in support of or in opposition to the Association during working time or in such portions of school premises where other employees are working or where normal school activities are in progress.

10.2 Equal Right of Employment

The Board and the Association mutually agree to provide equal employment to all Bargaining Unit employees with regard to age, ancestry, color, creed, handicap, marital status, national origin, race, religion, sex, sexual orientation or veteran status.

10.3 Just Cause

No employee shall be formally disciplined, up to and including discharge, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and Association in writing.

10.4 Right to Representation

An employee shall be entitled, upon request, to have present an Association representative during any investigatory interview which may lead to disciplinary action against him/her. When a request for such action is made, no action shall be taken against the employee and the interview shall be halted until an Association representative is present, unless the circumstances are such as to necessitate immediate action, in which case the interview shall be halted and any action taken shall be provisional only and subject to revision following resumption of the interview in the presence of the Association representative. The role of the Association representative at any such interview shall be the observer only. She/he may confer privately with the employee prior to commencement of the interview but shall not participate in or interfere with the conduct of the interview.

10.5 Notice for Appearance Before Board

No employee shall be required to appear before the School Board without seventy-two (72) hours' notice except as mutually agreed by the parties.

10.6 Right to Access to Records with Written Notice.

The Board shall afford to each employee such access and rights with respect to its records pertaining to him or her as is provided by RSA 275:56. At the employee's written request, the Board shall permit an Association representative said access to those records.

11. Consultation

11.1 Meeting with Superintendent without Interference

Representatives of the Association to be selected by the Association without interference by the Board may meet with the Superintendent or his/her designee once a month to discuss matters of mutual concern including those matters necessary to the implementation of this Agreement. A written agenda may be exchanged by the Association and the Superintendent or his/her designee no less than five (5) days before the scheduled date of the meeting. Nothing contained herein shall prevent the Superintendent or his/her designee and the Association from meeting at any time by mutual agreement.

11.2 Meeting with the Superintendent about Matters of Mutual Concern

Nothing contained herein shall prevent such representatives of the Bargaining Unit from consulting with the Superintendent or his/her designee at any time, if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedures outlined in this Agreement.

12. Evaluations

Every employee shall receive a written evaluation report once each year, before May 15 and shall be afforded the opportunity to discuss its content with an administrator within thirty (30) days following his/her receipt. All written evaluations of an Employee's performance, by anyone in a supervisory position, shall be made available to the employee within thirty (30) days of the evaluation. Employees may be required by the Administrator to sign the completed evaluation form, but the employee's signature is not to be deemed to constitute agreement by the employee with its content. The employee shall be afforded an opportunity to insert comments on the form. Disciplinary action will not be taken by the Administrator on the basis of the employee's evaluations unless they were previously notified in writing, warning them of any potential disciplinary action. Evaluations will not be subject to the grievance procedure.

13. Working Conditions

13.1 Safe Working Conditions

Employees shall not be required to work under unsafe, unhealthy, or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.

13.2 Training for Professional Responsibilities

When deemed necessary by the administration, an employee shall be directed to participate in training needed to carry out assigned duties. In such cases, the cost of training shall be paid by the District and the employee shall be compensated for training time at the employee's hourly rate.

13.3 Reimbursement for Employees

The Board shall reimburse the employee for the loss, damage or destruction of personal property used in the performance of the employee's duties, unless such loss is the result of negligence of the employee or as a result of normal usage and wear.

13.4 Employees

Employees shall not be required to carry out administrative or supervisory responsibilities in the absence of a building supervisor (principal) or designee.

13.5 Self-Defense

Employees may use physical force in self-defense or in defense of another, but only to the degree required by the circumstances.

13.6 Dispensing of Medication

No employee, except nurses, shall be required to dispense or administer medicine.

13.7 Materials, Equipment and Tools

The Board shall provide to employees such materials, equipment, and tools, as the Board requires.

13.8 Paid Breaks and Duty-free Lunch

Each full-time employee shall have two (2) paid fifteen (15) minute breaks per day and a thirty (30) minute paid duty-free lunch per day, to be taken at such time as the employee's supervisor directs. Part-time employees who work a minimum four (4) hours per day shall receive one fifteen (15) minute paid break. Six (6) hours per day employees shall be accorded a minimum of one fifteen (15) minute paid break during working hours and a minimum of thirty (30) minutes paid lunch break each day.

13.9 Posting of Vacancies

A vacancy shall be defined as a newly created position or a present position that is to be filled. All vacancies shall be posted in a conspicuous place in each building of the District for a period of six (6) workdays. Said posting shall contain the following information: (1) type of work, (2) location of work.

14. Employment Status

14.1 Definition of Employment Status

For the purpose of supplemental compensation, fringe benefits, insurance, vacation, holidays, etc., there shall be three categories of employees:

1.	Full-time	1050 hours or more in a school year
2.	Part-time	466-1049 hours per school year
3.	Casual	less than 466 hours per school year

14.2 Verification of Employment Status

By June 1 of each year, each employee will receive a contract regarding their employment status for the following school year including his/her job position, working hours, wage rate and benefits. Each employee will return their signed contract by June 15 or they will be considered as not returning and their position will be declared vacant. Signed contracts will be returned to employees from the Board by June 25. If the employment status, as shown in 14.1 is to be changed, during the year, a two-week advance notice of such change shall be given to the employee.

14.3 Employees and Eligibility for Benefits

Full-time employees will be eligible for full benefits.
Part-time employees will be eligible for one-half benefits.
Casual employees will not be eligible for benefits.

14.4 Non-Reduction of Benefits for Existing Employees

Members of the Bargaining Unit at the time the original Agreement was signed will not have their benefits reduced, but shall have them either maintained at previous levels or increased in accordance with the current Agreement.

14.5 Contractual Days

Paraeducators will normally work 181 student contact days and three additional days for a total of 184 days. These three additional days will be the two teacher work days prior to the opening of school and the district-wide Professional Development Day (SES).

15. Seniority

Seniority shall be defined as the length of service within the district retroactive to the completion of a sixty (60) day probation period following initial employment. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations.

In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots. Part-time incidental employees shall accrue seniority on a pro-rata basis.

16. Reduction in Personnel, Layoff and Recall

16.1 Definition of Layoff

Layoff shall be defined as a reduction in work force occasioned by reasons other than voluntary termination or (disciplinary) discharge of employees.

16.2 Prior Notice of Layoff

The Board shall provide any employee to be laid off at least thirty (30) days' notice of the layoff.

16.3 Classifications of Employees

For the purpose of layoff, there shall be three classifications of employees: (1) paraeducators, (2) secretaries and (3) full-time district substitutes.

If a layoff is necessary, the least senior employee in the classification(s) affected shall be laid-off, except, that paraeducators hired after June 30, 2001 shall be considered for layoff based on the multiple factors of training, experience, prior performance evaluations and seniority.

16.4 Seniority List

The Board shall prepare, deliver and post in a conspicuous place to the employees, in each job site, on a semi-annual basis, a seniority list for the Bargaining Unit. The Board shall also deliver a copy of the seniority list to the Association president. Such notification shall be made during the months of September and March. The Association shall review the list and bring to the Board's attention any errors therein or omissions therefrom within thirty (30) days of receipt. Failure by the Association to notify the Board of errors in or omissions from the seniority list shall be deemed a waiver by the Association to grieve or in any manner complain of Board action in accordance with the list.

16.5 Loss of Seniority

Seniority shall be lost by an employee upon termination, resignation, or retirement. Upon transfer to a non-bargaining unit position, an employee's seniority shall be suspended, subject to renewal at such time as the employee returns to a position within the Bargaining Unit.

16.6 Eligibility for Recall

Employees shall be eligible for recall for two years. Employees shall be recalled in reverse order of layoff. No new employees shall be hired for vacant positions unless laid off employees within that classification have been given opportunity for recall. It is responsibility of the employee to inform the District when he/she no longer wishes to be eligible for recall. It is the responsibility of the District to keep the employee informed of his/her current status.

16.7 Laid Off Employee and Eligibility for Health Insurance

Laid off employees shall be eligible to participate in the District's health insurance program at their own expense and to the extent of the law.

16.8 Laid Off Employees and Substitute Positions

Laid off employees shall be given priority consideration for substitute positions within their job classification.

17. Job Descriptions

The Board agrees to develop job descriptions for Bargaining Unit positions within ninety (90) days following the signing of this Agreement and to consider the Association's advice and counsel with respect thereto. Such job descriptions, however, shall not be deemed to constitute provisions of this Agreement and shall be subject to modification, at the Board's discretion, provided that the Board shall notify the Association and consider its comments before any modifications.

18. Deductions

18.1 Dues Deduction

It is agreed by and between the Board and the Bargaining Unit that upon receipt of written authorization signed by the employee, the Board shall deduct an amount to provide bi-weekly payments of dues for membership in the local, state, and/or National Education Association from regular salary check of such employee each two weeks and that the amounts so deducted pursuant to such written authorization and signed by the employee shall be promptly remitted as deducted directly to the Association. It is further agreed that such authorization for deduction of dues shall continue in full force and effect until thirty (30) days after the employee submits, via the Superintendent, a written revocation of such authorization to the Board.

18.2 Transmittal of Funds to the Bargaining Unit

The School Board agrees to deduct and transmit bi-weekly monies, authorized in writing by the employee, to companies providing annuities according to the regulations established by the School Board.

19. Grievance Procedure

Definition: A grievance shall be defined as any complaint by a Bargaining Unit employee or the Association alleging the violation of any provision of this Agreement. The grievant may have an Association representative accompany him/her throughout any of the grievance steps.

Procedure: Step 1:

Any employee or the Association with a grievance shall first submit it to his/her immediate supervisor. The submittal shall take place no later than fifteen (15) working days from the date upon which the employee became aware, or reasonably should have become aware, of the facts giving rise to the grievance. The grievance shall be submitted in writing and shall contain a statement of the facts surrounding the grievance, the provision(s) of the Agreement allegedly violated, and the relief requested. The supervisor shall meet with the employee within five (5) working days after receiving the written grievance. If the grievance is resolved between the supervisor and the employee to the employee's satisfaction, the employee shall so indicate, in writing, on the face of the grievance, and the matter will be considered closed.

Procedure: Step 2

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by his/her supervisor, or if no decision has been rendered within five (5) working days after his/her meeting, the written grievance may be filed with the Superintendent or his/her designee. The Superintendent or his/her designee shall meet with the employee within five (5) working days after receiving the written grievance and shall communicate his decision in writing to the aggrieved person and the Association within five (5) work days after the meeting. If the employee is satisfied with the disposition of the grievance at this stage, he/she shall so state in writing and the matter will be considered closed.

Procedure: Step 3

If the employee is not satisfied with the disposition of the grievance by the Superintendent of his/her designee, he/she shall notify the Association within five (5) days after receipt of the Superintendent's decision. If the Association determines that the matter should be arbitrated, it shall advise the Superintendent in writing within ten (10) workdays of receipt of the employee's request. If the parties fail to agree upon an arbitrator within fourteen (14) days after the employee request for arbitration, then either party may apply to the American Arbitration Association, who will, in accordance with their procedures, arrange for the designation of an arbitrator.

The Arbitrator shall proceed forthwith to make a final and binding disposition of the grievance by such means and methods as he/she may determine to be necessary. The arbitrator is limited in his/her authority to interpreting the contract in the resolution of the issue submitted to him by the parties and has no authority to alter, change, or modify any provisions in this agreement.

The cost of arbitration, including arbitrator's fees and reasonable expenses, shall be borne equally by the District and the Association. Any additional cost attendant with the hearing shall also be borne equally, subject to the agreement of both parties.

a. No reprisals of any kind will be taken by the District or the Association against any other participant in the grievance procedure.

b. Forms for the grievance procedure will be jointly prepared by the District and the Association and given appropriate distribution.

20. Strikes and Lockouts Prohibited

During the term of this Agreement, the Sanborn Regional Support Staff/Affiliated with the Sanborn Regional Education Association, NEA-New Hampshire agrees not to participate in or condone any strike, slowdown, or refusal as a job action to perform required duties by members of this bargaining unit. The Board agrees not to engage in any lockout of employees covered by this Agreement.

21. General

21.1 Board Policy

This agreement constitutes Board policy for its term, and the Board will carry out its commitments contained herein and give them full force and effect as Board policy. The Board will amend its policies and take such other action in order to give full force and effect to this Agreement.

21.2 Expenses for Printing

Copies of this agreement will be printed at the equal expense of the Board and the Association and distributed to employees by the Association.

22. Compensation

22.1 Assignment to Step

All new support staff will be assigned to an appropriate step based upon evaluation of their experience. The Superintendent will consider degree status and years of experience prior to entering the District when making a placement.

22.2 Advancement in Step

At the beginning of each school year, July 1, all non-probationary employees shall be advanced one step.

22.3 Movement in Pay Scale

Employees in the Bargaining Unit shall move through the pay scale as provided.

22. 4 Compensation Matrix

Salary schedules shall reflect the following "cost of living" adjustments and step movement, if any:

2011-2012	2%	One step for all unit members
2012-2013	2%	One step for all unit members

Salary Matrix - See attached page.

All Members who remain off matrix will receive a 2.5% increase for 2011-2012 and 2012-2013. In addition, degree holding paraeducators will receive the following increases in their hourly rate: Forty ($.40) cents for an Associate's degree, Sixty ($.60) cents for a Bachelor's degree, and Eighty ($.80) cents for a Master's degree.

For example:

Paraeducator with an Associate's degree off matrix currently making $16.62/hour:

2011-2012	$16.62/hour + $.40 = $17.02 x 2.5% = $17.45/hour
2012-2013	$17.45 x 2.5% = $17.89/hour

Paraeducator with a Bachelor's degree off matrix currently making $16.62/hour:

2011-2012	$16.62/hour + $.60 = $17.22 x 2.5% = $17.65/hour
2012-2013	$17.65 x 2.5% = $18.09/hour

Paraeducator with a Master's degree off matrix currently making $16.62/hour:

2011-2012	$16.62/hour + $.80 = $17.42 x 2.5% = $17.86/hour
2012-2013	$17.86 x 2.5% = $18.31/hour

22.4a Expiration of Salary Schedules

Notwithstanding any other provisions in this Agreement, in the event the Evergreen Law, RSA 273-A:12, VII, would apply to the expiration of this agreement, the salary schedules contained within the Salary Matrix in Appendix A shall expire on June 29, 2013; step raises on the salary schedule shall not be considered part of the pay plan in effect when this agreement expires on June 30, 2013. Staff will be frozen at the step on which they are placed during the last year of the agreement until a successor agreement is approved by the voters.

22.5 Pay for Additional Education

Any employee who is in a position other than a paraeducator having an earned degree which the Superintendent deems to be related to the employee's specific assignment shall receive the following stipends to be added to the annualized wages.
For degree holding paraeducators, see language in Article 22.4.

Degree:

Associate's degree	$ 500
Bachelor's degree	$ 750
Master's degree	$ 1,000

22.6 Professional Development Committee Service

Any support staff representative who serves on the Professional Development Committee shall be paid an amount equal to other paid members of the Professional Development Committee.

22.7 Severance Payment

Employees shall be eligible for a severance payment upon termination of employment as follows: (1) After 10 years of service - $1,200 (2) After 15 years of service - $1,750, except that if an employee leaves employment, voluntarily, without having given two (2) weeks notice all severance pay will be forfeited.

22.8 Overtime Payment

Overtime payments are made in accordance with applicable standards established by the Fair Labor Standards Act (FLSA) and the New Hampshire Department of Labor. Time cards are required prior to payroll computation.

22.9 Pay for Acting as a Substitute

When a paraeducator is required to act as a substitute for a full day outside their normal duties, he/she will be paid his/her rate or the substitute pay, whichever is greater.

22.10 Pay for Paraeducator attendance at Faculty Meetings

In order to prove paraeducator input at faculty meetings and to keep paraeducators informed, one paraeducator per building will be paid for one (1) hour at his/her rate to attend faculty meetings.

23. Supplemental Compensation (Benefits)

Employees in the Bargaining Unit are afforded the benefits as specifically outlined in this Article to the extent and under the conditions as provided. If not otherwise qualified, all benefits are pro-rata in accordance with Section 14.1 of this agreement with "part-time" employees receiving 50% of the benefit.

23.1 Vacation

Vacation time shall be computed as of each employee's anniversary date on the basis of the following schedule for year-round employees only:

1-5	years of service	2 weeks
6	years of service	2 weeks, 1 day
7	years of service	2 weeks, 2 days
8	years of service	2 weeks, 3 days
9	years of service	2 weeks, 4 days
10	years of service	3 weeks
11	years of service	3 weeks, 1 day
12	years of service	3 weeks, 2 days
13	years of service	3 weeks, 3 days
14	years of service	3 weeks, 4 days
15	years of service	4 weeks

A pro-rata accumulation of unused vacation time will be paid to employees terminating employment.

23.2 Holidays

All employees shall have the following ten (10) days off with pay. Pay shall be for the regularly scheduled hours of each employee:

New Year's Day
Martin Luther King Civil Rights Day
President's Day
Memorial Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees working summers shall be entitled to the days provided above, plus July 4th.

23.2.1 Holiday Options

All employees shall have the option to either:

a. Time off with pay on the designated holiday equal to their average daily compensation.

b. Compensating time off on another regularly scheduled day of work equal to their average daily hours of work.

c. Extra compensation equal to their average daily compensation. Selection will be with mutual agreement with the school principal.

23. 3 Sick Leave

Each employee shall be credited with 13 days sick leave at the beginning of the school year. All previously credited and unused sick leave shall accumulate year to year to a maximum of 120 days.

23.3.1 Sick Leave Bank

The parties agree to establish a sick leave bank. For the initial year, the District will match donated days to 60.

23.3.2 Sick Bank Leave Committee

The Association shall establish a Sick Leave Bank Committee of not more than seven members, not less than one member of each administrative unit.

23.3.3 Record of the Current Number of Days

The Sick Bank Committee and the School Administrative Unit office shall keep a record of the current total number of days in the Sick Leave Bank up to a cap of 800 days.

23.3.4 Written Authorization for Deduction

When appropriate, upon receipt of written authorization therefore, signed by the member, the school administrative unit office shall:

a. Deduct one day from that member's unused sick leave.

b. Add one day to the Sick Leave Bank.

23.3.5 Date for Receipt of Written Authorization

These written authorizations must be received by the School Administrative Unit Office by September 15, for all contributing members who are on a year-long contract. Any member who joins the district after September 1, and who wishes to contribute to the Sick Leave Bank shall have two weeks from the day they begin work to provide written authorization to the School Administrative Unit Office.

23.3.6 Effective Date for Sick Bank

The Sick Bank shall become effective on September 15, for all sick bank members on a year-long contract, and upon receipt of their written authorization by the School Administrative Unit Office for any sick bank member who joins the district after September 1.

23.3.7 Additional Sick Leave

In the event any sick bank member has used all his/her accumulated sick leave because of extended or chronic illness, he/she shall apply to the Sick Bank Leave Committee for additional sick days to be drawn from the Sick Leave Bank.

23.3.8 Member Applications

The Sick Leave Bank Committee shall be responsible for the approval of member applications for Sick Leave Bank loans and shall notify the district office and the member of approved loans. The district shall then withdraw the approved days from the bank.

23.3.9 Unused Sick Leave

Any unused portion of the Sick Leave Bank shall be cumulative and shall carry over to the next year.

23.3.10 Limited Sick Day Use Compensation

All employees who do not use any sick time during a given year (except for a donation to the sick leave bank) shall receive two days' per diem salary at the conclusion of the school year. All employees who utilize no more than two sick days during a given year (except for the donation to the sick leave bank) shall receive one days' per diem salary at the conclusion of the school year.

23.4 Death in the Immediate Family

The employee shall be granted a maximum of three (3) paid leave days per death. Immediate family shall be interpreted as husband, wife, children, mother, father, brother, sister, step-father, step-mother, stepchildren, grandparents, grandchildren, father in-law, and mother in-law, or any other person living in the home of the employee or persons for whom the employee is supporting.

23.4.1 Death Leave Not Accumulative

Unused funeral/bereavement leave shall not be cumulative.

23.5 Personal Business

At the beginning of the school year, each employee shall be credited with three (3) days to be used for personal business that cannot be conducted at any other time, except that these days cannot be used prior to or immediately following a holiday or vacation as an extension of that vacation or holiday. Further, these days are non-accumulating and require written prior approval on the district's form at least twenty-four hours in advance, except in cases of emergency.

23.6 Jury Duty

An employee called to jury duty (including court testimony pursuant to subpoena) shall not be required to use any other category of leave or be docked in pay, however, the combination of jury duty compensation and this benefit shall not exceed the regular pay for the employee.

23.7 Unpaid Leave

Leaves of absence without pay or benefits up to two (2) years in duration may be granted upon written request from an employee. During said leaves seniority shall continue to accumulate. The allowance of such an unpaid leave to any employee more than once in any ten (10) year period shall be at the Board's discretion.

23.7.1 Request for Leave

Request for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable.

23.7.2 Reinstatement to Position

An employee returning from a leave of absence shall be reinstated to a position and classification comparable to the one he/she held when the leave began. At thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.

23.7.3 Purpose for Unpaid Leave of Absences

Unpaid leaves of absences may be taken for the following purposes:

(1) Child rearing or adoption
(2) Personal, family or medical reasons
(3) Professional Growth

23.7.4 Use of Other Leaves

Nothing in this Article shall be construed as limiting an employee's use of other categories of paid leave.

23.8 Insurances

The district will pay no more per year per employee than the amounts listed below to subsidize the employee's choice of either Cigna's Open Access+ carrying a $250/$500 deductible or a Cigna's HMO or a Cigna's POS health plan and dental insurance (which includes child orthodontics) , provided the member completes the teaching service specified in his/her individual contract or is released by the Board therefrom. The District shall pay the following percentage of Cigna's Open Access+ carrying a $250/$500 deductible plan premium toward the monthly premium for whichever plan and coverage (single, 2-person or family) is selected by the employee:

2011-12	95%
2012-13	90%

An employee who selects a more expensive plan than the Cigna's Open Access+ carrying a $250/$500 deductible plan shall be responsible for the difference between the Cigna's Open Access+ carrying a $250/$500 deductible plan's premiums and the selected plan's premium.

WAIVER OF HEALTH INSURANCE BENEFITS
Employees who would otherwise be eligible for district coverage, who elect insurance coverage under their spouse's plan, or another comparable insurance plan, will be eligible for compensation in lieu of the district's health insurance plan. Eligible employees will be compensated Two Hundred Dollars ($200) per month for waiver of the benefit.

To be eligible for this benefit, the employee must meet the following criteria:

a. Have and show proof of their health insurance coverage in a comparable plan;

b. Initially, attend informational seminar to hear an explanation of the effect of this waiver;

c. Sign a "Waiver of Health Insurance Benefits" form discontinuing health insurance coverage with the district.

Employees who sign a "Waiver of Health Insurance Benefits" form may re-enroll in the district's health plan at the district's annual renewal/open enrollment date, subject to the qualifications established by the provider or carrier.

23.8.1 Part-time Employee Coverage

Part-time employees as defined in Article 14 will receive 50% of the amounts listed in **23.8** for such insurance as they choose to elect.

23.9 Life Insurance

Each employee shall be provided with term life insurance at the amount of $15,000.

23.10 Worker's Compensation

Employees who suffer an injury or illness that qualifies for compensation under Workers Compensation shall receive said compensation as prescribed by NH State Statute. Insurance benefits will continue* for an absence of ninety (90) days at District expense, however, the employee may for the period beyond ninety (90) days purchase insurance benefit under the COBRA benefit.

*Continue shall mean continuation of insurance benefits enrolled at the time of injury.

23.11 Professional Advancement Program

Ten Thousand ($10,000) will be available for college/university course work specifically related to their job function. Of these funds, Five Thousand Dollars ($5,000) will be available from July 1, through December 31, and Five Thousand Dollars ($5,000) will be available from January 1, through June 30.

Reimbursement will be made at the cost per credit hour for tuition, not to exceed the prevailing rate for graduate and undergraduate courses at the University of New Hampshire, and shall not include reimbursement for university fees or cost over and above tuition. Reimbursement will be for one (1) course per member per year upon receipt of a "B" or better in the course. Additional requests for reimbursement will be placed on a waiting list to be paid in June if funds from the Professional Advancement Program account remain.

The Board will provide an in-district Associate Degree and Special Education Certification Program with a minimum participation of ten (10) people. If the minimum is not met; the district will pay for members to participate in a similar program offered in another district. Those members currently working towards the degree or certification program will get priority in course enrollment. An individual may register and be approved for one course per year.

24. Workshops and Conferences

Members of the Bargaining Unit who are approved by the building principal to attend workshops or conferences which are related to their duties will be compensated at their hourly rate or may be given compensatory time in lieu of pay, as mutually agreed by the employee and the District.

Each year Five Thousand Dollars ($5,000) will be available for members to attend workshops and conferences. Of these funds, Two Thousand Five Hundred Dollars ($2,500) will be available from July 1, through December 31, and Two Thousand Five Hundred Dollars ($2,500) will be available from January 1, through June 30. The district will reimburse a maximum of $150 towards registration for a workshop or conference. An individual may request reimbursement for up to one workshop or conference per year. Additional requests for reimbursement will be placed on a waiting list to be paid in June if funds from the workshop and conferences account remain.

25. Certification

25.1 Application for Certification

Paraeducators must apply for state certification within sixty (60) days of employment or face termination. This requirement applies to staff classified as paraeducators only.

25.2 Reimbursement for Cost of Certification

The District will reimburse paraeducators for the cost of obtaining and maintaining a state certificate.

25.3 Professional Growth

The District will provide opportunities for professional growth each year for paraeducators staff.

26. Effect of this Agreement

This instrument constitutes the entire Agreement of the Board and the Association, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

27. Duration of this Agreement

This agreement shall become effective as of July 1, 2011 and shall continue in effect until June 30, 2013. Any extension shall be mutually agreed upon in writing by the parties, and unless such extension is agreed upon, this Agreement shall expire on the date indicated herein.

IN WITNESS WHEREBY the parties have caused this Agreement to be signed by their respective president/chairperson and attested by their respective negotiation committee chairperson and/or representative.

SANBORN REGIONAL EDUCATION ASSOCIATION

April 20, 2011
Sanborn Regional Education Association President

April 21, 2011
Negotiations Team Representative

April 21, 2011
Support Staff Representative

SANBORN REGIONAL SCHOOL BOARD

Sanborn Regional School Board Chairperson

Negotiations Team Representative

Date: 4-20-11

Article 22.5 - SUPPORT STAFF (UNIT #2) SALARY SCHEDULE

2011-2012 WAGE SCHEDULE & MATRIX POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Speech/Language Assistant and COTA	$15.56	$16.40	$17.04	$17.74	$18.43	$19.18	$20.03	$20.97	$21.91	$22.90	$23.92	$25.00	$26.12
Paraeducator	$10.54	$11.11	$11.39	$11.67	$11.96	$12.26	$12.64	$13.01	$13.39	$13.78	$14.19	$14.61	$15.05
Paraeducator - Associates Degree	$10.94	$11.51	$11.79	$12.07	$12.36	$12.66	$13.04	$13.41	$13.79	$14.18	$14.59	$15.01	$15.45
Paraeducator - Bachelors Degree	$11.14	$11.71	$11.99	$12.27	$12.56	$12.86	$13.24	$13.61	$13.99	$14.38	$14.79	$15.21	$15.65
Paraeducator - Masters Degree	$11.34	$11.91	$12.19	$12.47	$12.76	$13.06	$13.44	$13.81	$14.19	$14.58	$14.99	$15.41	$15.85
Receptionist/Secretary	$11.63	$12.25	$12.56	$12.87	$13.21	$13.53	$13.91	$14.32	$14.75	$15.18	$15.62	$16.07	$16.53
Secretary	$12.58	$12.89	$13.23	$13.56	$13.89	$14.24	$14.60	$14.95	$15.33	$15.73	$16.11	$16.52	$16.93
Secretary Year Round	$13.74	$14.19	$14.55	$14.90	$15.29	$15.67	$16.07	$16.46	$16.87	$17.29	$17.73	$18.17	$18.63

2012-2013 WAGE SCHEDULE & MATRIX POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Speech/Language Assistant and COTA	$15.87	$16.73	$17.39	$18.09	$18.80	$19.56	$20.43	$21.39	$22.35	$23.36	$24.40	$25.50	$26.64
Paraeducator	$10.75	$11.33	$11.62	$11.90	$12.20	$12.51	$12.89	$13.27	$13.66	$14.06	$14.47	$14.90	$15.35
Paraeducator - Associates Degree	$11.16	$11.74	$12.03	$12.31	$12.61	$12.91	$13.30	$13.68	$14.07	$14.46	$14.88	$15.31	$15.76
Paraeducator - Bachelors Degree	$11.36	$11.94	$12.23	$12.52	$12.81	$13.12	$13.50	$13.88	$14.27	$14.67	$15.09	$15.51	$15.96
Paraeducator - Masters Degree	$11.57	$12.15	$12.43	$12.72	$13.02	$13.32	$13.71	$14.09	$14.47	$14.87	$15.29	$15.72	$16.17
Receptionist/Secretary	$11.86	$12.50	$12.81	$13.13	$13.47	$13.80	$14.19	$14.61	$15.04	$15.48	$15.93	$16.39	$16.86
Secretary	$12.83	$13.15	$13.49	$13.83	$14.17	$14.52	$14.89	$15.25	$15.64	$16.04	$16.43	$16.85	$17.27
Secretary Year Round	$14.01	$14.47	$14.84	$15.20	$15.60	$15.98	$16.39	$16.79	$17.21	$17.63	$18.08	$18.53	$19.00

Distribution of Copies:
___Grievant
___Principal
___Superintendent
___School Board
___SREA

SANBORN REGIONAL SCHOOL DISTRICT
GRIEVANCE RECORD FORM
(For use at Levels 1, 2 & 3)

Grievance No. _____

Name of Grievant_____Date Filed/Appealed_____

Building _____ Assignment _____ Date of Alleged Violation_____

Article of the agreement allegedly violated: _____

Statement of the grievance:_____
_____

Nature and extent of the injury or loss involved:_____
_____

Results of previous discussions of the grievance:_____
_____

Grievant's dissatisfaction with decisions previously rendered:_____
_____

Remedy sought:_____
_____

_____
Signature of Grievant

Disposition by: _____Principal _____Superintendent ____Board
_____
_____

_____ _____
Date Answered Principal/Superintendent/Board

Grievance settled on basis of Principal/Superintendent/Board answer.

Grievant:_____

20__ to 20__Professional Staff____Full Time _____Part Time _____Support Staff _____

AUTHORIZATION TO DEDUCT MEMBERSHIP DUES

NAME _____ SS#_____

SCHOOL BUILDING_____Sanborn Regional School District

To: Superintendent of Schools, Sanborn Regional School District

I hereby request and authorize the disbursing officer of the Sanborn Regional School District to deduct from my earnings the following amounts:

National Education Association		$_____
NH Education Association		$_____
Sanborn Regional Education Association		$_____
Region IV		$_____
	Subtotal	$_____
NEA-PAC		$_____
NEA-NH-PAC		$_____
	Total	$_____

In payment of yearly membership dues as certified by the organization indicated:

I understand that such deductions are to commence September ____ 20___ and are to be made in payments of $____every two weeks for the current school year and for succeeding school years.

I understand that such authorizations for deduction of dues shall continue in full force until I submit a written revocation of such authorization to the Superintendent of Schools not less than thirty (30) days prior to the date such written revocation shall become effective.

I hereby waive all right and claim of said monies so deducted in accordance with this authorization and relieve the School Board and all of its officers from any liability therefrom.

I designate the Sanborn Regional Education Association to receive all dues and distribute them to the organizations indicated.

Date_____ Signature of Teacher_____