AGREEMENT

between the

Wilton-Lyndeborough Cooperative School Board

and the

Wilton-Lyndeborough Cooperative Support Staff Association NEA-NH

July 1, 2009 - June 30, 2010

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1. RECOGNITION

1.1. The Wilton-Lyndeborough Cooperative School Board (the "Board") recognizes the Wilton–Lyndeborough Cooperative Support Staff Association/NEA-NH ("Association") as the exclusive representative for all support staff as defined in Section 1.2, employed by the Wilton-Lyndeborough Cooperative School District (the "District") for the purpose of negotiating with the Board with respect to terms of employment pursuant to RSA 273-A.

1.2. The term "Support Staff" shall mean and include: Special Education paraprofessionals, personal assistants, part-time secretaries, part-time custodians, in school suspension paraprofessionals, and bus monitors. All other employees are excluded from this bargaining unit.

2. NEGOTIATION PROCEDURE

2.1. On or before October 1 of the year preceding the expiration date of this Agreement, either party may notify the other party in writing of its intent to negotiate terms of a successor agreement. Within fourteen (14) calendar days of the receipt of such notice, the parties shall meet to establish ground rules. Either party may present initial proposals at any time up to and including this first meeting.

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

2.3. Either party may, if it desires, utilize the services of outside consultants.

2.4. The Negotiating Committees of the Board and the Association shall have the authority to reach a complete Agreement, subject to ratification by the Board and members of the Association covered by this Agreement.

2.5. Any agreement reached upon ratification shall be reduced to writing and signed by the Board and the Association.

2.6. If any agreement is not reached by December 1 preceding the termination date of any year, either party may declare an impasse pursuant to RSA 273-A:12.

2.7. Any agreement reached which requires the expenditure of public funds for implementation shall not be binding on the Board, unless and until the necessary appropriations have been approved by the vote of the District. If such funds are not forthcoming, and the District voters adopt an amount less than the budget proposed by the School Board for the administration of the school and the payment of school bills, the agreements reached by the parties shall be void and the parties shall return to negotiations within fifteen (15) days.

2.8. If the parties fail to reach an agreement on any matter or matters, which are subject to negotiations, either party may declare an impasse. The parties will then attempt to mutually select a Mediator of their own choosing. If no agreement is reached with a Mediator, either party may request the Public Employee Labor Relations Board to appoint a Mediator for the purpose of assisting the parties in reconciling their differences and resolving the controversies on terms, which are mutually acceptable.

2.9. In the event an impasse still exists, the parties agree to follow the procedures outlined under RSA 273-A:12 as that statute may be amended or replaced from time to time.

2.10. The costs of mediation and/or fact-finding shall be shared by the Board and the Association.

2.11. Each year, the District will provide a copy of this Agreement to all bargaining unit members along with the first work agreement proposal given to each member.

3. ASSOCIATION RIGHTS.

3.1. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that the Association reimburse the District for any special custodial service or other costs associated with such use.

3.2. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.

3.3. Special Education Paraprofessionals, Personal Assistants, In-school Suspension Paraprofessionals, and Bus Monitors will be permitted to attend all faculty meetings with pay. All bargaining unit members will be permitted to attend such meetings during the time that building operations (policies, etc.) are part of the agenda. Upon request, the Association may meet with Association and/or bargaining unit members for a period of at least 15 minutes before or after any meeting held by the District in which all or part of the bargaining unit membership is to be in attendance.

3.4. The Association will have the right to post notices of its activities and matters concerning bargaining unit members in at least one place designated by the District. The Association shall also have access to any mail system used by the Support Staff.

3.5. Bargaining Unit members designated as Association representatives to the NEA-NH Assembly of Delegates, as defined in the NEA-NH Bylaws, shall be granted professional leave to attend the one-day Assembly.

3.6. Up to five (5) days total per year shall be granted to members of the Association (in the aggregate) upon timely request for the purpose of conducting Association business; said days are to be non-cumulative. As a condition of granting Association leave, the Association shall pay to the District the cost of any substitute the District uses to cover for the day or period.

4. SALARY DEDUCTIONS

4.1. The Association shall submit to the Superintendent's Office at one time, all dues deduction authorization forms (attached as Appendix A). The Board agrees to deduct from the salary of any bargaining unit member an appropriate remittance for the NEA-NH payments, annuities, credit union and any other plans or programs jointly approved by the Association and the Board.

4.2. New employees hired during the school year shall be entitled to dues deductions provided that the Association provides the respective deduction form to the Central Office within 30 days of the employee's date of hire.

4.3. The Central Office will transmit any dues deducted to the Treasurer of the Association within 10 business days of the date of the deduction.

4.4. The Association agrees to relieve the District and the 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.

5. GRIEVANCE PROCEDURE

5.1. The Association and the Board, recognize that honest differences do arise, and that fair and peaceful resolution of such differences is in the best interests of the District.

5.2. Informal Grievance Procedure: The parties acknowledge that it is more desirable for a member and the immediately involved supervisor to resolve problems through free and informal communications, before resorting to more formal measures. Grievances, which are not satisfactorily settled in an informal way, shall be reduced to writing and processed as provided in 5.3 – 5.9.

5.3. A "grievance" shall mean a claim by a Support Staff employee covered under this agreement or by the Association that there has been a loss or injury because of a violation of one or more provisions of this agreement. However, the following administrative actions shall not be grievable, and any claim relating thereto shall not constitute a grievance, unless the action is a disciplinary action against the employee with a negative reference placed in the employee's personnel file:

5.3.1. any claim which arises by reason of the employee not being rehired; and

5.3.2. placement on Administrative Leave (as described in Article 9).

5.4. For a claim to be considered a grievance it must be submitted in writing within twenty (20) calendar days of its occurrence, or from the time the employee or the Association should have known of its occurrence. (See Appendix B for grievance procedure forms).

5.5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level, except at Board level. The Association, however, may demand arbitration in the absence of a timely Board decision. Failure at any level of the procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision at that level, and a waiver of any further appeal or other claim arising from or relating to the same occurrence.

5.6. Until a grievance has been finally determined (by agreement or exhaustion of appeals), a grievant shall continue to fulfill his or her assigned duties, observe applicable rules and regulations, including assignments or directives which may be the subject of the grievance, until the outcome of such grievance has been determined by agreement with the Board.

5.7. Any time periods set forth in this Article may be extended by agreement of the parties. All references to days shall mean calendar days. If a deadline falls on a Saturday or Sunday, a holiday, or a snow day, then the deadline shall be the next business day. All times will be triggered by the receipt by the other party of the appeal or decision at issue.

5.8. Right of Representation: A member has the right to have a representative of choice present when processing a grievance. The representative should be an official representative of the Association or if not, the Association has the right to have someone present to represent its interests.

5.9. Formal Grievance Procedure:

Step 1: The member shall submit the written grievance to his/her Building Principal on the grievance form attached as Appendix B. The Principal will meet with the grievant within fifteen (15) calendar days of receiving the grievance. A decision by the Principal shall be rendered in writing within fifteen (15) calendar days of the meeting.

Step 2: If the member or the Association is not satisfied with the Building Principal's decision, he/she may appeal the decision to the Superintendent of Schools within fifteen (15) calendar days after receipt of the Principal's decision. The appeal must be in writing and must specify:

(a) The specific provision of the agreement which is alleged to have been violated.

(b) The injury or loss which is claimed.

(c) The remedies sought.

If the appeal fails to include any of the above, then the Superintendent may deny the grievance as a matter of procedure, and any appeal of such decision will be limited to the issues of whether the grievant fulfilled such conditions. If the appeal is timely and includes the requisite information, the Superintendent shall investigate the grievance. The Superintendent's investigation should include a meeting with the grievant and other participants, unless the Superintendent states in writing the reason(s) for not so meeting. The Superintendent shall render his/her decision within fifteen (15) calendar days after receipt of the appeal.

Step 3: If the member or Association is not satisfied with the decision of the Superintendent, he/she may appeal the decision to the Board. Such an appeal must be made within fifteen (15) calendar days after receipt of the Superintendent's decision. The appeal shall be in writing and include in addition to a, b and c above, the specific fault with the Superintendent's decision.

The Board, or a panel of at least three Board members, shall review the grievance, and shall hold a hearing with those involved in the grievance. The hearing shall be held no more than thirty (30) calendar days after receipt of the appeal. The Board or designated panel shall render its decision in writing fifteen (15) calendar days after such hearing.

Step 4: If the Association is not satisfied with the decision rendered by the Board, or the Board fails to render a decision within the time limits provided above, the Association may appeal the grievance to arbitration by a written "Notice of Intent to Arbitrate". The notice must be received by the Board within fifteen (15) calendar days after receipt of the decision or from the date the decision of the Board should have been rendered.

An arbitrator may be selected by mutual agreement of the parties. If the parties fail to agree upon an arbitrator within fifteen (15) calendar days of the Notice of Intent to Arbitrate, either party may file a demand for arbitration through the procedures set forth by the American Arbitration Association. No demand for arbitration may be filed more than sixty (60) days after the date of the Notice of Intent to Arbitrate.

The costs for the services of the Arbitrator, including per diem costs, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

The best efforts of the arbitrator shall be used to arbitrate the grievance, but the arbitrator shall have no power to do anything other than interpret and apply provisions of this agreement. The arbitrator shall have no power to add to, subtract from, or modify any provision of this agreement or any policy of the Board, unless the policy is contrary to the provisions of the agreement or state law.

The decision of the arbitrator shall be binding. However, either party reserves the right to appeal said decision under the provisions of RSA 542, as it may be amended or replaced, and which is incorporated herein by reference.

6. NOTICES

Any notice required to be given to a bargaining unit member, or to either of the parties, will be deemed received as of:

6.1. the date of a return receipt for USPS Certified Mail;

6.2. the date of a signed record of delivery by Federal Express or some other commercial courier;

6.3. the date of any signed receipt from the person to whom the notice is directed (such receipt shall not constitute an admission or agreement with the subject matter of the notice/item delivered); or

6.4. the date shown on any statement of service completed by a New Hampshire resident over the age of eighteen that the notice, etc. was delivered in hand to the person to whom the notice is directed, or the person's residence. The limitation to New Hampshire residency shall not apply to bargaining unit members, representatives of the NEA-NH, or employees of the District or SAU #63.

Notices to bargaining unit members may be made in hand, or by delivery to the residential address on record with the District.

7. EMPLOYMENT

7.1. The District agrees that it will in no way discriminate against bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, domicile, physical characteristics, sexual orientation, disability, or Association membership/activity.

7.2. The superintendent of schools will make all assignments and transfers within the District.

7.3. On or before July 21st of each year, the Superintendent shall notify each member whether the District has an expectation of re-employing the member for the following year. The notice of expectation of re-employing the member is not a contract for employment and represents only an estimate of the District's anticipated personnel needs.

7.4. New employees hired for positions within the recognition clause of the Agreement shall be on probation for sixty (60) workdays. During that time, the employee will receive no sick days or other benefits provided herein, but if the new employee is retained after the probationary period, the sick days and medical reimbursement benefits will apply retroactively. Probationary employees may be terminated at the will of the District.

7.5. Before the beginning of the academic year (or start of work date for employees working in the Summer), each member will receive an individual work agreement. The work agreement will specify the position, the hourly wage, the employee's anticipated "normal" or "regular" work schedule (hours per day, and days per week), and the number of accumulated sick days, if any. If the position for which the employee is being assigned is anticipated to terminate before the end of the academic year, the individual agreement shall so state.

7.6. The number of days/hours in a typical individual work agreement will vary according to the position.

7.7. Typical individual work agreements are intended to last the duration of the academic year. Individual work agreements may, however, involve work during the Summer (some summer employees may have separate work agreements for the Summer position(s)). Also, because the number of positions within the bargaining unit is subject to unforeseen increases and decreases as the year progresses, the District may permanently modify an individual work agreement, or may terminate such an agreement as provided in Article 9 of this Agreement. In cases where the position is terminated, the employee is entitled to receive his or her hourly pay through the last day actually worked, and other benefits as may be provided in Article 9. In addition, although individual work agreements will generally state a certain number of hours the employee is anticipated to work, the needs of the District can fluctuate on a daily basis and an employee's hours may be changed as provided in Sections 7.11 and 14.2.

7.8. To be entitled to full benefits under this Agreement, a member's normal workweek must be a minimum of thirty (30) hours. All members whose normal work week is less than thirty (30) hours will receive benefits as provided in this Agreement based on the ratio of the normal hours per week to 30 hours (for instance, a member with a normal work week of 26 hours (equal to 86% of 30), would receive 86% of the amount allowed a full time member for medical reimbursement). Pay for sick/personal days, however, will be equal to the amount the member would have received had the member worked his or her regularly scheduled hours. Any benefits which are determined by year shall be pro-rated according to the number of months (rounded up e.g., 1.5 weeks = 1 month) portion of the school year that the person is to be employed (e.g., a person hired in December) over 10 months. That pro-ration, however, shall not exceed 10/10 for members who work in the Summer.

7.9. Except as provided in this Agreement, or in other exceptional circumstances, in order for a member to receive compensation for hours worked beyond the member's normal schedule, the member must first have the excess hours approved by the member's Building Principal.

7.10. School Cancellation/ Delayed opening/ Early dismissal: If a school day is delayed in opening or dismissed early due to inclement weather, or an emergency, and yet the day qualifies as a school day, Support Staff will be paid for the full day. If school is cancelled before the school day begins, or if dismissal occurs before the day qualifies as one of the 180 days of required attendance, Support Staff will be compensated only for time worked that day and will be required to work any resulting makeup day at the end of the school year. Although the District will endeavor to provide individual notice of such cancellations/delays, the District will be deemed to have provided adequate cancellation/delay is broadcast on local radio or television stations prior to the beginning of a member's individual work day.

7.11. The District reserves the right to reduce the hours of any member based on daily needs (e.g., 1:1 aide's student is absent). If the member's work day is cancelled, then the District will call the member at least 30 minutes prior to the time that the member is to report to work. If the District is not able to/or does not call or otherwise contact the member prior to that time, and the member reports to work, then the member will be entitled to 2 hours pay and may be assigned accordingly for that period.

7.12. Should a member's health ever appear to be a hazard to others, or to interfere with the discharge of the member's responsibilities, the Superintendent may require an additional medical examination. This examination will be made at no cost to the member, provided the employee uses the services of an examiner designated by the District.

7.13. If an employee is aware of an unsafe condition or unsafe act, the member should immediately report the condition to his or her supervisor and if the report is made in writing, the Supervisor will provide to the employee confirmation of the receipt of the report within ten school days of the receipt of the report.

7.14. Whenever it is practical to do so, the District will post notice of any vacancy or anticipated vacancy for any bargaining unit position or extra-curricular position. The District will post such vacancy on the bulletin board(s) assigned for Association use. Whenever possible, the vacancy will be posted before initial applicant screening and bargaining unit members will be given consideration for such positions upon application. The District will also provide notice to the president of the Association or his/her designee at the time of posting, or if there has been no posting, as soon as is practicable under the circumstances. The notice will include job title, description, compensation, and requirements for the position.

7.14.1. A vacancy shall be defined as a position presently unfilled, currently filled, but will be open in the future, or a new position. Support Staff will have the right to apply to fill vacancies.

7.14.2. When a vacancy opens in the summer months, the requirement for posting shall not apply.

7.15. Complaints or concerns by parents or other members of the community shall not be used in the evaluation or discipline of a bargaining unit member, unless he or she is given full knowledge of the origin and substance of those concerns or complaints and given the opportunity for rebuttal.

7.16. Members whose position is a 52 week position will receive the following paid holidays: New Year's Day, Civil Rights Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas...All other members will receive the amount of pay they would ordinarily receive for that day of the week for the following Holidays: Christmas Day, New Years Day, Thanksgiving Day, Labor Day and Memorial Day if they work in a week adjacent to the week in which the holiday falls.

7.17. Bargaining unit members will receive a 20 minute paid lunch each day they work over five hours.

7.18. Vacation and Eligible Employees: Bargaining unit members who work year-round (July 1 – June 30), shall be eligible for vacation time as follows:

7.18.1. Years of Service	Weeks
In the first through fifth years	2 weeks
In the sixth through the tenth years	3 weeks
In the eleventh and beyond	4 weeks

7.18.2. Computation of Vacation Time: Vacation time shall be computed as of each employee's anniversary date of employment. Vacation time may be taken at time approved by the employee's immediate supervisor. Vacation time must be taken within one year of the year in which it is accrued.

7.18.3. Scheduling of Vacation Time: Requests for vacation leave will be in writing, by the employee and approved or disapproved by the supervisor based on seniority, wherever possible. 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.

7.18.4. Paid Vacation Time Upon Termination: Upon termination, an employee shall be paid for all unused vacation time based upon his/her then current rate of pay.

8. VOLUNTARY LEAVES

8.1. Members shall be entitled to unpaid leaves as provided in 8.2 below, and subject to the following: All requests for leaves of absence shall be made in writing, shall be granted in writing, and shall not be modified except in writing.

8.1.1. Any member on an unpaid leave under this Article has the option of continuing insurance benefits at his/her own expense (paid in advance).

8.1.2. All benefits to which a Support Staff member was entitled at the time s/he commenced any leave under this Article shall be restored upon his/her return, provided such benefits remain legally permissible and available under any then applicable collective bargaining agreement.

8.1.3. The member may return to the District as an employee at the end of the Leave provided a) the member's position, or other similar position is then available, and b) the member pursued the purpose for which the Leave was granted.

8.1.4. A leave will not cause any loss of experience on the Salary Schedule, but experience shall not accrue during the leave. Upon return, the member will be placed at the same salary track and level of experience, and retain all accumulated sick days, he or she had obtained at the time the leave commenced.

8.2. Family and Medical Leave: Eligible members are entitled to benefits as provided in the Family and Medical Leave Act of 1993, PL 103-3 and all subsequent amendments thereto.

8.3. Child Leave: A member parent shall be granted a leave to care for a newborn child (or adopted child), provided that he or she has provided the Administration a written request no less than sixty (60) days prior to the anticipated birth date or adoption when known. The member shall be guaranteed a leave of no less than one (1) full academic year. The written request must include the intended return date, which shall be the first day of a school year or the first day of a marking period. Up to three (3) days of unused sick time may be taken for paternity leave.

8.4. Bereavement Leave: The District will grant a paid leave of up to three (3) days for the death of a member of a bargaining unit member's family. The District will grant a paid leave of one (1) day for the death of a close friend of the unit member. In extenuating circumstances, additional time may be granted with the approval of the Superintendent and the Principal.

8.4.1. Military/Jury Duty: Bargaining unit members will be granted up to five days paid leave per academic year for military reserve/national guard duty, and up to five days paid leave for jury duty. The amount paid by the District will be the difference between the amount the member receives for the military or jury duty and the amount of compensation the member would ordinarily receive from the District for the specific day the member is on such leave.

8.4.2. Discretionary Leave: Upon written request to the Superintendent, and for good cause, the Board may, at its sole discretion, grant other unpaid leave. The denial of leave under this paragraph shall not be grievable.

9. ADMINISTRATIVE LEAVES

Should the District find it necessary to eliminate one or more positions within the bargaining unit (to include a reduction by more than 40% in the number of hours for a position), the following processes will be followed:

9.1. The Superintendent will notify the President of the Association when such an elimination/reduction is contemplated, the notification shall include the reasons for the elimination, and a statement as to the District's intentions with respect to any personnel reassignments/attrition relating to the elimination.

9.2. In the event a position is terminated, the Superintendent retains sole discretionary authority in determining the employee or employees who will not be rehired, reassigned, put on administrative leave, or terminated as the case may be.

9.3. In the event that a member is either not rehired or is terminated solely by virtue of the elimination of one or more positions within the bargaining unit, that employee will be deemed to have been placed on "Administrative Leave".

9.4. If placed on "Administrative Leave" a member who is then subsequently rehired within two years after the Administrative Leave began will be placed at same salary track and level of experience, and retain all accumulated sick days as he or she had obtained at the time of the Administrative Leave.

9.5. When a member is placed on administrative leave, the member shall continue to receive paid insurance benefits for thirty (30) days from the date last worked, or, if during the summer, the date he or she receives the Leave Notice. For two years thereafter, the member may continue his or her insurance benefits at his/her own expense (paid in advance).

10. SICK TIME/PERSONAL DAYS

In addition to leaves as provided in Articles 8 and 9, above, unit members will be allowed leave for personal illness or illness of a minor dependent of the employee's ("sick day") or for other personal reasons ("personal day"), subject to the following:

10.1. Each member shall receive one (1) sick day at the beginning of the school year and shall accrue one (1) sick day at the end of each calendar month (September – May) in which the member actually works at least 60% of the days he or she is otherwise scheduled to work Except for those members who are assigned Summer hours, the maximum number of sick days to accrue for a single academic year shall be ten (10). Summer employees may earn up to two additional sick days.

10.2. Members may accumulate a maximum of thirty (30) unused sick days, to be carried over to the next academic year, and which are to be added to the maximum of ten (10) days for that new academic year. The days carried over, however, may only be used as sick days (personal illness or the illness of a minor dependent).

10.3. In order to be eligible to be compensated for a sick day, the employee must call the Principal or designee no less than 60 minutes before the time that the employee is to report to work.

10.4. Each member will receive one (1) day personal leave ("personal day") at the end of each of the 1st and 3rd academic quarters, provided such member has worked at least 60% of the days he or she was otherwise scheduled to work

during that quarter. Except in cases of an emergency, the employee must submit a written request to the Principal or designee at least two full school days before the requested personal day. No personal days may be taken adjacent to school holidays or vacations except in emergencies. There is no accumulation of personal days.

10.5. For the purposes of calculating the days worked for the accrual of sick or personal days, sick days, approved personal days, and snow days count as days worked.

10.6. If a member is absent three or more times during any single four week period, then upon request from the District that person must provide certification from a physician or nurse practitioner confirming the illness of the employee or minor child of the employee, or other reliable evidence for the purpose of the absences.

10.7. Attendance awards: Any member using two (2) or fewer sick days, or 1 or 0 personal days, shall be granted the following annual attendance awards:

10.7.1. Sick days: 0 days = 2 days' pay

1 day = 1 day's pay

2 days = ½ day's pay

10.7.2. Personal Days

0 days = 1 day's pay

1 day = ½ day's pay

10.8. Unit members shall be given a written accounting of their accumulated sick leave at the beginning of each school year.

10.9. A member shall not be compensated for accumulated or other sick or personal days upon the permanent or temporary cessation of employment with the District.

10.10. The Association and the Board agree that a sick pool of ninety (90) days will be available to be distributed to members of the bargaining unit who have exhausted their sick days. It is further agreed that each bargaining unit member will contribute an equal number of days each year (not to exceed two days) to maintain the pool at 180 days. Up to one hundred eighty (180) days, if available at the end of each contract year, may be carried forward from the pool to be available for use in the next contract year. Thus, if the pool is at 180 days in September, no days will be taken from any staff member. These days shall be distributed by the Administration among eligible members of the Association as determined by the Executive Council of the WLCSSA.

11. STAFF DEVELOPMENT

11.1. The District **may** provide staff development opportunities for bargaining unit member during in-service/workshop days as deemed appropriate by the District. There will be no cost for such workshops, and members will be paid for actual hours attended.

11.2. Upon written request and District approval, employees will be granted paid time off for conferences or workshops, which are scheduled during the school day.

11.3. The District will reimburse members for any classes, training or other staff development a member is required to incur as a condition of maintaining his or her current employment position within the District, and which classes, training, etc. the District does not provide in house. In order to receive reimbursement, the member must receive prior approval for the class, training, or other staff development activity, and must receive a Grade of B or better, or a "Pass" if there is no letter grade.

11.4. Nothing in this Section shall prohibit the Administration from granting, or members from requesting, reimbursement for other training, conferences etc., when the Administration determines it is in the best interests of the District that the employee receive the training or attend the course/workshop, etc..

12. COMPENSATION

Subject to the terms of this Article, members shall be paid in accordance with their years of experience and level of training and/or certification required by the position for which they are employed, as set forth in the Wage Schedule attached at Appendix C.

12.1. At the time a person is hired for a membership position, the Superintendent or his/her designate shall review such person's work experience prior to being hired by the District and determine the person's experience level for placement on the Wage Schedule. The person will receive one year of experience for purposes of the schedule for each period of full time employment (30 hours per week) for nine months in a field related to the field of the position for which the person is hired.

The Superintendent may also approve additional experience for placement on the Wage Schedule as he or she may deem appropriate in his or her sole discretion.

12.2. In order to qualify as a year of experience for purposes of moving vertically on the Wage Schedule, the member must actually work a minimum of ninety (90) days during the academic year, or if part-time, at least 6 full months of the 10 month academic year.

12.3. Positions within the bargaining unit are created and maintained on an as needed basis. Consequently, creation or termination of a position requiring certain training, education, or certification (thereby qualifying for an advanced track on the salary schedule) may occur at any time.

12.4. As positions within the bargaining unit are created and maintained on an as needed basis, movement to an advanced track on the salary schedule is at the sole discretion of the Superintendent.

12.5. Ideally, when a member desires to be considered for a position on a track more advanced then the member's then current track, the member should provide written application to the Superintendent no later than January 15 of the preceding academic year. Members may apply for such advancement before the actual receipt of any necessary credits, degrees or certifications, but in order for the advance in track to occur, the member must provide certification or other proof of completion no later than twenty-one (21) days before the first day of the school year in which the advancement is to take effect.

12.6. Any member who has advanced from the SPED Aide No Cert track on the salary schedule to the SPED Aide Cert Required track, will remain in that track if the position requiring the certification is later eliminated and the employee is appointed to an Aide No Certification position.

12.7. Retirement: A member who has completed ten (10) or more years of employment in the District, shall receive $50 for each year of employment with the District. If a member has given notice at least 7 months before the anticipated retirement date (i.e. notice by November 30, 2004 to retire on June 30, 2005), the District will make the appropriate payment within thirty days of the member's last day of employment. Otherwise, the payment will be made at the discretion of the District, but no later than July 15 of the calendar year immediately following the calendar year of retirement.

13. LIFE/DISABILITY INSURANCE AND OTHER BENEFITS

13.1. The District shall pay the cost of providing $10,000 of term life insurance with accidental death and dismemberment to all employees covered by this Agreement.

13.2. The District shall pay the cost of providing long term disability insurance for all employees covered under this agreement. Insurance shall provide 66-2/3% one month's gross wages based on the employee's regular schedule, with a maximum benefit of $3,500 per month. Benefits accrue and become payable only after a 90 day waiting period. Such benefits shall be payable until normal Social Security retirement entitlement age.

13.3. Section 125 Flex Savings Account – Medical Expenses: The District will make a Flexible Savings Account ("FSA") plan available for reimbursement of health, dental and child care expenses as provided under section 125 of the Internal Revenue Code. The District will pay an additional $1,200 each year (pro-rated) toward the wages of each bargaining unit member, irrespective of whether such member participates in an FSA. The District will be responsible for all third party fees and costs required for administration of the plan.

13.4. Any member employed as of the end of an academic year shall receive benefits under this Article through the summer vacation.

13.5. The District will make an IRS 403B plan available to bargaining unit members.

14. HOURS OF WORK

14.1. Employees will be notified of their normal work hours by their supervisor. Employees will be given fifteen (15) days notice of any permanent change in the normal hours of work.

14.2. An Employee's hours may be temporarily changed by a supervisor or managerial employee. A temporary change for purposes of this Article is a change of fifteen (15) or fewer consecutive workdays. Notification of such change may be made on the day that the change is to occur or sooner if possible.

14.3. The Superintendent retains sole discretionary authority in determining whether there shall be a permanent change to the number of hours stated in a member's individual work agreement.

14.4. Nothing in this Article or in the designation of normal work hours constitutes a guarantee of hours and Employees shall be paid only for actual hours worked.

15. PERSONNEL FILE

15.1. The District shall maintain an official personnel file for each employee; which shall include applications for employment, employment agreements, formal evaluations; records of formal disciplinary actions; other documents which the Superintendent or Board deem appropriate; and any other documents required to be kept in the personnel file under the Statutes of the State of New Hampshire.

15.2. Any member shall have the right, upon reasonable notice, to review and make copies of any information in his or her personnel file. The District reserves the right to require that any such review be in the presence of, and that any copies are to be made by, a District representative. The member shall have the right to be accompanied by an Association representative.

15.3. Anonymous or unattributed material shall not be placed in a personnel file.

15.4. The employee shall receive copies of any material to be placed in his/her personnel file.

15.5. The employee may attach a response to any such material. Such response must be delivered to the Superintendent within twenty (20) days of the member's receipt of the copy of the material placed, or to be placed, in the personnel file. The District need not reply to the employee's response, and the failure of the District to reply shall not be deemed or construed to be an acceptance of or agreement with the employee's response.

15.6. It is desirable that the District obtain a signed statement from the member that he or she has received a copy of the material to be placed in his or her personnel file. Such a signed statement shall only constitute evidence of receipt of the material and not as assent to the comments, unless such assent is clearly demonstrated.

16. DISCIPLINE

In the event that an employee is formally disciplined, said employee shall be provided with written notice specifying the reasons for the disciplinary action. Formal disciplinary actions shall be defined as: written warnings or reprimands intended to be placed, or actually placed, in an employee's personnel file; suspensions; reductions in salary track or experience level; probations and/or dismissals.

Dismissal does not include:

16.1. an administrative leave;

16.2. a reassignment or reduction in hours resulting from a reduction in demand for District support staff hours (e.g., child for 1:1 aide reduces time in school);

16.3. a decision not to rehire a current or former employee.

All members have the right to have a member of the Association present during any formal disciplinary conference, hearing etc.

17. MANAGEMENT RIGHTS

The Board shall retain the sole right and authority to operate and direct the affairs of the School District in all its various aspects, subject only to such limitations as are expressly set forth in this Agreement. Among the rights retained, in addition to those enumerated in RSA 273-A:1, XI, are the Board's rights to:

17.1. Set standards and service offered to the public;

17.2. Direct the working forces;

17.3. Plan, direct, control and determine the operations or services to be conducted by the School District or by employees of the School District;

17.4. Assign and transfer employees on a permanent or temporary (including daily) basis;

17.5. Hire, evaluate, promote, or demote employees;

17.6. Suspend, discipline or discharge employees;

17.7. Relieve employees due to lack of work, funds or other legitimate reasons;

17.8. Make and enforce rules and regulations;

17.9. Determine days of operation, employees' work schedules and school calendars;

17.10. Change methods, equipment or facilities; and

17.11. Maintain the efficiency of governmental operations, including the determination of and the right to contract out bargaining unit work as the Board deems in the best interest of the District. The District agrees, however, that it will not contract out bargaining unit work during the term of this Agreement.

18. DURATION

The provisions of this Agreement shall be effective as of July 1, 2007and continue to remain in full force and effect until June 30, 2009.

19. ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter not specifically referred to, or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The foregoing sentence shall not apply to matters which primarily impact a term or condition of employment.

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Wilton-Lyndeborough Cooperative ~~School Board~~ Support Staff Association

By: Linda M Draper Date: 6/22/09

Print Name and Title: LINDA M DRAPER

By: _____ Date: _____

Print Name and Title: _____

Wilton-Lyndeborough Cooperative ~~Support Staff Association~~ School Board

By: [signature] Date: 6/19/09

Print Name and Title: HARRY S. DAILEY / VICE CHAIRMAN

By: [signature] Date: 6/22/09

Print Name and Title: _____

wjp\wlcssa/neg08/WLCSSA 00-10 CBA FINAL 6-11-09
Revised: 06/11/2009 & Printed: 6/11/09

APPENDIX A

WILTON/LYNDEBOROUGH COOPERATIVE SCHOOL DISTRICT

Dues Deduction Authorization Form

Name: _____ School Year: _____

I hereby authorize the Wilton/Lyndeborough Cooperative School District to withhold from my salary the sum of $ _____ for membership dues as follows:

A. For membership in the Wilton/Lyndeborough Cooperative Support Staff Association (WLCSSA): $_____

B. For membership in NEA-NH: $_____

C. For membership in the National Education Association: $_____

The sums thus to be deducted (beginning no later than the first pay period in November) are hereby assigned by me to the Association, and are to be remitted by the Wilton/Lyndeborough Cooperative School District to the Treasurer of the Association. The Board assumes no financial liability except to forward on a monthly basis those funds which have been properly authorized and deducted. I elect to pay the amount I have determined above (check one):

_____In installments, through payroll deductions

_____In one sum, from pay check

_____By check in one sum, to the WLCSSA treasurer by October 15th

I understand that, upon leaving the Wilton/Lyndeborough Cooperative School District before full dues authorized have been deducted, the balance shall be deducted from my final check.

_____ Date: _____

Signature

wjp/wlcssa/neg08/&[file]
Revised: 06/05/2009

WLCSSA Grievance Report Form

STEP ONE

Date received by Principal

Grievant: _____

To: _____ _____
Name of Principal School

MUST BE RECEIVED BY PRINCIPAL WITHIN 20 DAYS OF OCCURRENCE

1. Statement of Grievance. Include the general factual circumstance and state how you believe the Collective Bargaining Agreement has been violated; include: personnel involved; and the specific Article and Section of the Collective Bargaining Agreement. (Attach additional sheets if necessary).

   Date(s) of alleged occurrence(s): _____ Article/section(s) of CBA alleged violated: _____

2. Relief sought:

_____ _____
(Grievant's Signature) **Date**

Answer given by Principal (Attach additional sheets if necessary): _____

_____ _____
(Principal's or representative's Signature) **Date**

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WLCSSA Grievance Report Form

STEP TWO

(Appeal to Superintendent)

Date received by Superintendent

Grievant's response to Principal's answer (attach additional sheets if necessary: _____

_____

_____

_____

_____

_____

_____

_____

_____ _____

(Grievant's or Representative's Signature) **Date**

Answer/Decision of Superintendent (attach additional sheets if necessary): _____

_____

_____

_____

_____

_____

_____

_____ _____

(Superintendent's Signature) **Date**

wjp-wlessarnegOR\WLCSSA 00-10 CBA FINAL 6-11-09
Revised: 06/11/2009 & Printed: 6/11/09

WLCSSA Grievance Report Form

STEP THREE

Appeal to School Board*

*Deliver to SAU Office

Date received by School Board/SAU

Grievant's response to Superintendent's answer – must also include reason Grievant believes Superintendent's decision is at fault (attach additional sheets if necessary): _____

_____

_____

_____

_____

_____

_____

_____ _____

(Grievant's or Representative's Signature) **Date**

Requesting a hearing from School Board? yes no

Schedule for hearing? yes no

Reasons Board rejects hearing or Board's decision (attach additional sheets if necessary): _____

_____

_____

_____

_____

_____ _____

(Board Representative's Signature) **Date**

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WLCSSA Hourly Wage Schedule

2009 - 2010 Wage Schedule					
Step	Para-Position No Degree or Certification Required	Para-Position Requiring Degree or HQ Certification	Personal Assistant	Part-time Secretary	Part-time Custodian
1	$10.55	$10.92	$14.07	$11.90	$11.10
2	$10.79	$11.17	$14.31	$12.15	$11.32
3	$11.04	$11.41	$14.55	$12.37	$11.57
4	$11.26	$11.64	$14.78	$12.62	$11.81
5	$11.51	$11.88	$15.02	$12.86	$12.04
6	$11.75	$12.13	$15.26	$13.09	$12.28
7	$11.97	$12.35	$15.49	$13.33	$12.53
8	$12.22	$12.60	$15.74	$13.58	$12.75
9	$12.46	$12.84	$15.97	$13.80	$12.99
10	$12.69	$13.07	$16.21	$14.05	$13.24
11	$12.93	$13.31	$16.45	$14.29	$13.46
12	$13.18	$13.56	$16.69	$14.51	$13.71
13	$13.40	$13.78	$16.92	$14.76	$13.95
14	$13.65	$14.03	$17.17	$15.00	$14.19
15	$13.88	$14.27	$17.40	*	*

* Bargaining unit members who were employed by the District and at Step 15 or above during 2009/10 fiscal year, will receive a 4% increase over their respective 2008-09 rates.

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