

AGREEMENT

Conway Educational Support Personnel

and

Conway School Board

Effective July 1, 2011

Expires June 30, 2012

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Article I
Recognition

- 1.1 Unit - The Conway School Board hereby recognizes the Conway Educational Support Personnel as having been certified by the N.H. Public Employee Labor Relations Board for the purposes of collective bargaining under the provisions of RSA 273-A, as the exclusive representative of the bargaining unit consisting of all clerical and secretarial employees, all aide employees, and administrative assistants, including guidance assistant.
- 1.2 Definition of Employee - Unless otherwise indicated, the term “employee” when used hereafter in this Agreement shall refer to all members of the above defined bargaining unit who will fall into one of four categories:
- (A) Full-time Calendar Year: Employees contracted for 30 or more hours per week for 260 or more days per year.
 - (B) Full-time School Year: Employees contracted for 30 or more hours per week for 190 days per year (September to June).
 - (C) Full-time Extended Year: Employees contracted for 30 or more hours per week for 191-259 days per year.
 - (D) Part-time: Employees that are contracted for less than 30 hours per week for any number of days.
- * Days include working days and paid holidays
- 1.3 Whenever the District hires new employees, they must complete a thirty (30) working day probationary period to attain benefits. The probationary period for continued employment will be 180 calendar days. One evaluation will be completed no later than 90 days. Should the employee receive an unsatisfactory evaluation, he or she will be provided thirty (30) working days to correct the deficiencies.

Article II
Negotiations Procedures

- 2.1 All negotiations will be conducted under the provisions of RSA 273-A.
- 2.2 Binding Arbitration - In the event of a neutral party functioning as a fact finder, the neutral party shall divide the issues into cost and non-cost items. On non-cost items, the neutral party shall make findings which shall be binding on both parties. Such findings shall attempt to reflect concerns and interests of both negotiating parties. Cost items shall be addressed by the neutral party as outlined in RSA 273-A:12.

Article III
Grievance Procedure

- 3.1 A “Grievance” shall mean an alleged violation, misinterpretation, or misapplication with respect to one or more employees, of any provision of this Agreement governing employees.
- 3.2 A grievance must be filed by the employee and/or group of employees within twenty-eight (28) calendar days of its occurrence.
- 3.3 Grievances must be processed in the following manner.

- (A) The aggrieved employee shall discuss with the principal his/her complaint. A verbal decision will be rendered by the principal within five (5) calendar days and must specifically state this is a grievance.
- (B) If the aggrieved is not satisfied with the principal's verbal decision, the employee will submit the grievance in writing to the principal within six (6) calendar days. This and all subsequent steps shall be in writing, specifying (1) the nature of the grievance and the article of agreement allegedly violated; (2) the nature and extent of the injury, loss, or inconvenience; (3) the results of previous discussions; (4) his/her dissatisfaction with decisions previously rendered; and (5) the remedy sought. The principal has six (6) calendar days to render a decision in writing to the employee.
- (C) If the aggrieved is not satisfied with the written decision of the principal, he/she may appeal the decision to the Superintendent within six (6) calendar days, and the Superintendent has six (6) calendar days to render a decision.
- (D) If the aggrieved is not satisfied with the decision by the Superintendent, he/she may appeal the decision, in writing, to the Board within six (6) calendar days. The Board shall have twelve (12) calendar days to render a decision.
- (E) An unfavorable decision by the Board may be appealed to the American Arbitration Association within twelve (12) calendar days. The decision of the American Arbitration Association shall be final and binding, and the cost of the Arbitrator shall be borne equally by both parties.
- (F) Each party shall bear the expense of its own representatives at each step of the procedure and will share equally in the costs of arbitration procedures.
- (G) Any grievance not processed within the time limits indicated above by the grievant shall be deemed a waiver of his/her claim. Any failure to process the grievance according to the time limits of the grievance procedure by the Board shall permit the grievant to move his/her grievance to the next level of the procedure.
- (H) No third party involved in the grievance procedure shall have the power or authority to add to or subtract from or in any way modify the terms of this Agreement, but shall make their decisions based solely upon the specific provisions contained within the written agreement of the parties.
- (I) By mutual agreement of the parties, the above time limits may be extended at any step.
- (J) An aggrieved person may be represented at all stages of the grievance procedure at his/her option, by himself/herself, by his/her representative, or by a representative selected by the Association.
- (K) With the permission of the aggrieved, the Association may be present and offer its position in writing at all grievance sessions. A copy of all written decisions at the Superintendent's level and beyond will be given to the President of the Association. Decisions will be held in confidence if requested by the aggrieved.

- (L) The Board and the Association shall assure all parties freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievances.
- (M) Personnel Files - All documents, communications, and records dealing with the processing of a grievance may be filed; provided, however, that such documents, communications, or records shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer.

3.4 Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent him/her in grievance, shall assume full financial responsibilities as to the actual costs of processing the grievance. Collection of such fees shall be the sole responsibility of the Union.

Article IV **Employee Rights and Privileges**

4.1 Discipline is defined to be (a) written reprimand, (b) suspension, (c) discharge. No member of the bargaining unit shall be disciplined without just cause as defined in 4.3. All suspensions and discharges must be stated in writing with the reason stated and a copy given to the employee and the Association at the time of suspension or discharge. An employee who is suspended or discharged shall have the right to have his/her Association representative present at such meeting or interview dealing with a suspension or discharge.

4.2 Disciplinary actions shall normally follow this order; however, discipline may be taken out of order depending on the severity of the infraction.

- (A) A written warning
- (B) Suspension without pay
- (C) Discharge

4.3 An employee may be suspended or discharged for just cause such as, but not limited to, the following.

- (A) impropriety such as making lewd remarks to fellow employees or students, theft, theft of services, gross dishonesty, or any other unethical act
- (B) incompetency or inefficiency
- (C) failure to perform assigned duties
- (D) insubordination
- (E) intoxication or under the influence of a drug while on duty; possession of alcohol or drugs while on duty
- (F) failure to observe rules and regulations established by the Board and administration
- (G) conviction of a felony
- (H) a pattern of behavior that interferes with job performance or the ability of others to perform their job
- (I) unauthorized absence from duty

4.4 Access to Files - Upon written request, each employee shall have the right to review, at a time mutually convenient, the contents of his/her file in the central office; excepting, however, any confidential

references. At the employee's request, a witness of his/her choice may accompany the employee in such review. The review shall be made in the presence of the administrator responsible for safekeeping of such files. The employee may use the copy machine in the office and pay base machine cost per copy for such contents and records as concerns his/her work or himself/herself.

- 4.5 An employee shall have the right to answer in writing any complaints filed in his/her personnel file, and the answers shall be attached to the complaint and reviewed by the Superintendent of Schools or his/her designated representative.
- 4.6 Evaluation - All employees are to be evaluated at least twice each work year. One evaluation should occur prior to December 15, and the second evaluation should occur prior to March 15. A written evaluation report must be completed by the employee's evaluator. If the employee disagrees with the evaluation report, he/she may so indicate in writing within one week of receipt of the evaluation report; and upon request, the written statement of disagreement shall be placed in his/her personnel file and attached to the relative documents.
- 4.6.2 When the district has an intent to revise either the procedure or the evaluation form, the CESP will be provided with a notice of such intent. A joint committee including CESP members will be formed to discuss any changes. Recommendations of the committee will be considered by the district prior to making the final decision to any changes.

Article V

Rights of the Parties

- 5.1 The Board agrees to make a good faith effort to provide the Association such nonconfidential information in its possession as is reasonably requested and necessary for the intelligent development of proposals. The Board shall make available to the Association information which the Board is required by law to release to the general public.
- 5.2 Association Representatives - Whenever any representatives of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay.
- 5.3 The Association shall be permitted to place notices, circulars, and other materials in school mail boxes after first submitting a copy of such material to the principal for his/her information and approval.
- 5.4 Dues Deductions - The employer agrees to deduct from the salaries of its employees dues for the Association, as said employees individually and voluntarily authorize the employer to deduct and transmit the monies within thirty (30) days to the Association. Employees requesting dues deductions shall do so on forms approved by the Superintendent. Such deductions may be made in a lump sum or prorated over twenty (20) paychecks.
- 5.5 Management Rights Clause - The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, assign, and retain employees in positions with the school district, and, with just cause, to demote, suspend, discharge, or take other disciplinary action against employees as defined by contract, (c) to relieve employees from duties because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e)

to determine the methods, means, and personnel by which such operations are to be conducted, and (f) to take whatever actions which may be necessary to carry out the mission of the school district in situations of emergency.

- 5.6 Rights of Parties - All members of the bargaining unit shall function within the parameters of the job description for which they have been hired. Deviation from the job description is permissible if reasonable and mutually agreeable.

Article VI
Work Year, Work Week, Work Day

- 6.1 Work Year - The normal work year for employees shall be specified for each position by the Board in writing prior to August 1. Changes in agreement will be made only by mutual consent.
- 6.2 Work Week - The normal work week for all employees is Monday through Friday.
- 6.3 Work Day - The normal work day for employees shall be specified for each position by the Board in writing prior to August 1. An employee working six (6) hours or more shall receive a paid lunch of thirty (30) minutes. Changes in agreement will be made only by mutual agreement.
- 6.4 Breaks - All employees will be entitled to one paid fifteen (15) minute relief time within each complete four (4) hour work period.
- 6.5 Substitutes - Recognized members of the agreement asked or required to substitute for an absent teacher shall receive substitute pay or their pay plus one-half (1/2) substitute pay, whichever is higher.
- 6.6 Inclement Weather - Nothing in this agreement shall require the employer to keep offices - school and administration - open in the event of inclement weather, or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, employees shall not be required to report to their job assignments. However, if an employee is a full-time calendar year employee and does not report for work, he/she shall suffer loss of salary for actual hours missed. Full-time school year, full-time extended year, and part-time employees will be allowed to make up the time when the students' calendar is adjusted, but he/she will be required to work the specified number of days and hours for each position. On the occasion when school is delayed or dismissed early due to inclement weather, the unit member will be permitted to make up lost time at the discretion of the building principal.
- 6.7 The administration will make an honest attempt to provide substitutes.

Article VII
Vacations

- 7.1 Vacation Pay – After one year, all calendar year employees (260 scheduled days+/-) are eligible for vacation pay. Eligible employees who have not served five years for the District will accrue one (1) vacation day per month of service. After five years of continuous service, eligible employees will earn the equivalent of 15 days vacation per year accrued at 1.25 days per month. After ten years of continuous service, eligible employees will earn the equivalent of 20 days vacation per year accrued at 1.67 days per month. Employees must work or be on compensable leave for at least 11 days in a month in order to earn the vacation leave. Vacation days for the year may be reflected on the pay stub, but may

not be used until earned unless special circumstances exist and approval is granted by the supervisor and Superintendent.

- 7.2 The School District reserves the right to limit the number of employees who may be on vacation at any one time and establish procedures for selecting vacations.
- 7.3 Earned vacation pay will be paid in full to the named beneficiary of the employee's life insurance policy at death or to employee at retirement or termination.
- 7.4 Use of Earned Vacation Time - Earned vacation time may not be accumulated to the following year, except that vacation earned during a year will be carried over until September 1 of the following year, and if not used by then will be lost.

Article VIII
Holidays

- 8.1 All full-time calendar year employees (i.e., normally scheduled to work 260 days or more) in the bargaining unit who have completed the probationary period shall be paid for the following named holidays.

Independence Day	Day After Thanksgiving
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Civil Rights Day
Thanksgiving Day	Presidents' Day
	Memorial Day

All full-time school year employees (30 hours, 190 days) shall be paid for the following holidays provided that school is not in session:

Labor Day	Thanksgiving Day
Columbus Day	Day After Thanksgiving
Veterans' Day	Civil Rights Day
	Memorial Day

If school is in session, or scheduled for a listed holiday, employees are expected to work, and another day will be designated as a paid day for all employees. Overtime pay does not apply to a holiday that becomes a school day.

- 8.2 In order to qualify for the holiday pay referred to in Section 8.1, the employee must have worked the last scheduled work day before the holiday and the first scheduled work day after the holiday. A bona fide sick day, vacation day, or bereavement day before or on the first scheduled work day after the holiday shall be considered a work day for this purpose. If the above named holidays referred to in Section 8.1 fall on a Saturday or a Sunday or a day when school is in session, the following Monday shall be considered a holiday; but if the employees are required to work that day, they shall be allowed equivalent time off at a time to be approved by the Superintendent of Schools.
- 8.3 All hours paid on a holiday shall be counted as hours worked for the purpose of computing overtime.

Article IX
Working Conditions

- 9.1 No employee shall be required to dispense or administer medication.
- 9.2 No employee shall be required to open up or lock up a building.
- 9.3 Members of the bargaining unit will not be required to punch a time clock.
- 9.4 No bargaining unit member shall be required to provide student transportation. No one will be dismissed if they decline to transport students, but they may be transferred to a different position where student transportation is not needed.

Article X
Vacancies, Transfers and Promotions

- 10.1 The District reserves and shall have the right to make promotions and transfers primarily on the basis of ability and performance of duty, but shall be governed by seniority where equal ability and performance of duty have been demonstrated to the District.
- 10.2 The District agrees that whenever a new job is created in any school, or a vacancy is created in any school, the name of the school, the name of the job, the requirements and pay grade of the job shall be posted in all schools and all employees shall be given four (4) days to apply for said job. If this were to occur during a vacation, the President or their designee shall be notified by the District.
- 10.3 In case of transfer to another classification within the bargaining unit, transfers will be lateral for the purpose of computing wage. For example, an Aide at Step 3 transferred to Administrative Assistant by the School Board would be employed at Step 3.
- 10.4 The CESP positions are organized according to job responsibilities and skill sets that include: aide, technology aide, secretary, and administrative assistant. Appointment to a position will be based on the skill set required for the job as defined in the specific job description and the discretion of the administrator.
- 10.5 A committee consisting of the Superintendent (or designee), one building administrator, one Board member, and three CESP members (appointed by the CESP President) shall be convened for the purpose of developing skill sets for hiring and reduction in force procedures. The committee will make appropriate recommendations to the School Board and the CESP no later than September 1, 2011.

Article XI
Seniority

- 11.1 Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. 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 the position on the Board's agenda for hiring. Seniority is based upon continuous service in the District from the most recent date of initial employment.

- 11.2 Part-time employees shall accrue seniority on a pro-rata basis.
- 11.3 All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the District. The second shall reflect his/her most recent date of District employment in one of its classifications. For purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments and seniority in one classification will not carry over to another classification.
- A. Secretary
 - B. Aide
 - C. Administrative Assistant
 - D. Technology Aide
- 11.4 The employer shall prepare, upon request from the Association, a seniority list. The Association asks that the information be submitted within ten (10) working days of the initial request.
- 11.5 Seniority shall be lost by an employee upon termination, resignation, retirement, or transfer to non-bargaining unit position.

Article XII
Reduction in Personnel, Layoff, and Recall

- 12.1 The District reserves and shall have the right to decide who shall be laid off or reduced, primarily on the basis of ability and performance of duty. Performance will be considered by categories (commendable, proficient, etc.). Within that category, lay off shall be governed by seniority.
- 12.2 If seniority is the determiner, the person with the least seniority in the District will be laid off first.
- 12.3 Laid-off employees will be rehired in the reverse order of layoff. All employees who have been laid off will be kept on a recall list for a maximum of one (1) year. Refusal to accept a position resulting from layoff or recall from layoff shall result in loss of seniority. Laid-off employees who opt to continue health insurance for the months of July and August will pay full premiums. If rehired for the next school year, they shall have the district's share reimbursed to them providing the employee work the full school year. Reimbursement will be paid in the last check in June. Any employee rehired for the next school year shall not be required to undergo a waiting period for insurance whether or not they have continued insurance coverage on their own.
- 12.4 Laid-off employees will be rehired on the basis of performance level and seniority within the specific CESP positions of - aide, technology aide, secretary, and administrative assistant.

Article XIII
Compensation

- 13.1 Definitions - The employment schedule of each employee shall be as set forth in Appendix "A."
- 13.2 In placing personnel on one of the Conway Support Personnel Scales, the Superintendent will determine which definition best applies to the job opening. The position will be advertised, filled, and maintained on that basis.

13.3 Performance Based Level Requirement

The School Board reserves the right, on recommendation of the Superintendent, to hold a bargaining unit member on the same level if his/her performance falls below the standard of the School District as measured in part by the evaluation procedure. The bargaining unit member shall be notified by the Superintendent concerning a recommendation to withhold advancement and the reason for the recommendation, all prior to the recommendation to the Board. Upon request of the bargaining unit member, the Board will review its decision and may, at its discretion, change its decision and place the bargaining unit member on the level as of the date of its decision. No request for review will be received prior to November 1, and any change in salary that results will not be retroactive.

13.4 Overtime - The following conditions shall apply to all overtime work.

- (A) Time and one-half will be paid for all hours worked over 8 hours in one day or over 40 hours in one week.
- (B) Time and one-half will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day; except that if school is in session, or scheduled for a listed holiday, employees are expected to work, and another day will be designated as a paid day for all employees. Overtime pay does not apply to a holiday that becomes a school day.
- (C) Paid leave shall count toward hours worked.
- (D) Compensatory time off may be given to avoid or instead of overtime pay if mutually agreeable to the employer and the employee. Such compensatory time shall be at time and one-half for overtime or straight time in the instance of avoiding overtime. If compensatory time has not been taken by the last day of the school year, it will be paid before the end of the fiscal year (at straight time).
- (E) There shall be no duplication of overtime.

- 13.5 (A) Educational Incentive Reimbursement - The Board agrees to reimburse full-time employees the actual tuition cost, up to the University of New Hampshire comparable cost, incurred for education conferences or courses (prorated for part-time employees). A pool of \$17,000 will be shared district-wide by all CESP members. Any member may apply for up to no more than eight (8) credits per contract year. Reimbursement will be distributed equally on a cent per dollar basis should the request exceed the amount available. The said reimbursement will be made at the end of the school year. The cost of additional hours beyond eight (8) will be reimbursed if the Superintendent requires those courses. Applications for such activities and estimated expenses must be submitted in advance to the Superintendent of Schools to be used in part for his/her action concerning approval or disapproval.
- (B) All training should be tied to district, school, and professional improvement target goals.
 - (C) Required Training - If the Superintendent requires training for current employees, costs of fees, materials, etc., will be reimbursed by the Board pending successful completion of the training

with an average or better grade (if applicable). If training occurs during the employee's work day, time off will be provided. An additional pool of \$3,000 will be budgeted for the purpose of meeting the "No Child Left Behind" requirements.

- 13.6 Longevity - Those receiving such payments, or employed prior to July 1, 1987 are "grandfathered" and will receive payments as previously negotiated.

Previously Negotiated Language - Those employed under the contract ending June 30, 1987, are eligible for longevity. Eligible employees will receive longevity payments of \$750.00 commencing with the 10th year, plus an additional \$250.00 commencing with the 15th year, and an additional \$250.00 commencing with the 20th year. This must be based on continuous employment in the District if so recognized at the time of hiring. Longevity will be paid separately from payroll.

- 13.6.1 (Effective July 1, 2003) – CESP personnel hired after July 1, 1987 shall receive longevity payments as follows: 12-14 (after completion of 12 years) years equaling \$250 per year (not an additional \$250 each year); 15-19 (after completion of 15 years) years equaling \$500 per year (not an additional \$500 each year); over 20 (after completion of 20 years) years equaling \$1,000 per year (not an additional \$1,000 each year); to be paid in a separate check the first pay period in December.

- 13.7 Wages - Other than negotiated increases to the scale, salary increases are those resulting from promotion to another level. Promotions between levels are dependent upon satisfactory performance that meets or exceeds the District standards.

13.7.1 In order to obtain a year's credit, the employee must work at least one-half (1/2) year plus one (1) day.

13.7.2 All employees of record as of January 1, 1998 who have demonstrated through evaluations and recommendation for continued employment will be promoted to the appropriate level effective July 1, 1998 based on their experience, evaluations, and recommendations.

13.7.3 New employees will be placed on the salary scale at the discretion of the Superintendent based on prior experience, provided that no new employee will be placed on the scale at a level higher than current employees with the same level of experience.

13.7.4 Any employee who demonstrates performance that is consistently commendable in all five categories of performance factors may be awarded an additional year credit. Any employee who is unsatisfactory in performance may be retained for one year beyond the normal promotion timelines, then must be promoted or dismissed.

13.7.5 Salary levels for the beginning of each promotional level will be attached to this agreement.

13.7.6 Educational Stipends – An employee shall receive a stipend of \$.10 per hour for having an Associates Degree or higher degree.

13.8 Payroll Options - At the beginning of each school year, school year and extended year employees may select one of three payroll options:

- (A) Hourly rate – paid by hours worked per pay period
- (B) 22 equal payments – salary prorated over 42-week contract period with 22 payments.

- (C) 26 equal payments – salary prorated over 52 weeks with 22 payments, plus a lump sum of the balance due at the end of the school year. Anyone employed after September 1 shall be limited to the per hour basis of pay.

Calendar year employees will not have the 22 week or 26 week option. School year employees who are employed in extended year programs will be paid on a separate schedule for those extended year programs.

Article XIV **Insurance**

- 14.1 Health Insurance – Health insurance benefits will be available to all unit members who regularly work thirty (30) hours or more per week.

Effective July 1, 2011 - Eligible employees may select the Harvard Pilgrim program that best meets their needs. The Board will pay 80% of the premium cost of the \$500.00 Deductible HMO Low \$15 Co-pay Rx \$0-\$20-\$30 Plan. The employee will be responsible for the remainder of the premium cost. The District will continue to offer a Point of Service and Indemnity Plan. If an employee chooses the POS or Indemnity Plan, they will be responsible for any cost above the District's share of the \$500.00 Deductible HMO Low \$15 Co-pay Rx \$0-\$20-\$30 Plan. The plans will include a prescription drug plan of \$0-\$20-\$30.

The District shall provide an Internal Revenue Code Section 125 Plan for medical expenses effective July 1, 2010. Under the Section 125 Medical Reimbursement Account (MRA), the District will provide reimbursement according to the schedule below for eligible Flexible Spending Account (FSA) expenses to all eligible individual employees and the employee's eligible dependents, for the HMO Plan only. The District reserves the right to contract with a third-party administrator for the processing and reimbursement of these allowed expenses.

- Employee Only: up to \$500 per contract year
- Employee plus one: up to \$1,000 per contract year
- Employee plus two or more: up to \$1,500 per contract year

In addition, the Board will create a \$4,500 deductible insurance pool for the purpose of reimbursing any unit member, and/or their eligible dependent, who experiences more than one (1) deductible in a collective bargaining year. Such reimbursement will require documentation of the additional \$500 deductible and will be made on a prorated basis should all \$4,500 be used (see attached Appendix D).

In the event a unit member signs a contract to return for the next year and resigns prior to September 15, the unit member will be required to reimburse the district for the full amount of the health and dental benefits paid by the district for the months of July and August for the unit member's health and dental insurance.

The summer co-pay due for insurance shall be taken out of the last three pay checks of the school year.

- 14.1.A Insurance Committee - The District Insurance Committee shall include representatives of all bargaining units who elect to participate, the school administrators, any non-union employees, a School Board representative, and representatives of the Superintendent's office. Membership will be such that an

equal number of “labor” representatives and “management” representatives are identified. This Committee will be charged with reviewing available insurance options and making recommendations for the best, most cost effective options available. Such recommendations will become effective when approved by the unit’s bargaining team and then by a majority of the bargaining unit and School Board.

14.1.B Retiree Health Insurance - All retirees currently receiving the health insurance through the District will continue to receive this benefit with the District paying the same co-pay as active employees for the single person HMO plan. Anyone hired after July 1, 2005 will have to have worked in the Conway School District for at least fifteen (15) years to be eligible for the health insurance plan available to active employees consistent with the terms of the collective bargaining agreement at the same co-pay as active employees for the single person HMO plan. (Those employees hired prior to July 1, 2005 are grandfathered at having to work 10 years in the Conway School District to be eligible for this benefit.) If the retired employee is eligible for and desires to have two-person or family coverage rather than single coverage, the retired employee is responsible to pay any difference in the cost which an active employee must pay for the additional coverage. This difference is the co-payment. The retiree's share of the insurance premium is to be paid to the district office in advance of the due date of payment to the health insurance carrier. If the retiree fails to pay the retiree's share as specified, the coverage will lapse without liability to the Conway School District. Coverage will continue to age 65, after which the Board will pay on the same basis toward membership in the appropriate Medicare Supplemental program offered by the District's insurance carrier. Any who retired prior to July 1, 1989, and are ineligible for this benefit, will become eligible if the State laws are altered to permit participation by those persons.

14.2.A Health Insurance Waiver - The Board will provide an insurance waiver payment of 50% of the Board’s share of a single premium to any employee who certifies health insurance coverage through a spouse or other legitimate source, and thus waives coverage by the Board. For married couples working for the Board, one member would be entitled to this waiver payment. **Those employees accepting an insurance waiver during their final year prior to retirement are not eligible for health insurance coverage through the School Board upon retirement.**

14.2.B An IRS section 125 program will be made available to all bargaining unit members for the health insurance premium co-payment.

14.3 Delta Dental Plan - The Board agrees to pay the cost of a single membership, or those who qualify, a family membership, in Delta Dental for the following coverage: Coverage A - 100%, no deductible; Coverage B - 95%, no deductible; Coverage C - 50%, no deductible.

Only employees who are regularly scheduled to work 30 hours per week or more will qualify for the dental insurance program with the exception of those employed under the contract ending June 30, 1987. Those employed 20 hours or more under the contract ending June 30, 1987, will be eligible to receive the dental insurance program.

Maximum Contact Year Benefit – The maximum amount which your plan will pay is \$1,000 per person per Contract Year.

14.4 The School Board will pay the premium for each employee who qualifies for such a program for a Group Term Life and Accidental Death and Dismemberment Insurance Policy (\$25,000 Life Insurance/\$20,000 Accidental Death and Dismemberment). The selection of this Group Term Life and Accidental Death and Dismemberment Policy will be at the sole discretion of the Conway School Board.

Only employees who are regularly scheduled to work 30 hours per week or more will qualify for the Group Term Life and Accidental Death and Dismemberment Policy with the exception of those employed under the contract ending June 30, 1987. Those employed 20 hours or more under the contract ending June 30, 1987, will be eligible to receive the Group Term Life and Accidental Death and Dismemberment Policy.

- 14.5 The purpose of Workmen's Compensation Insurance purchased by the District is to provide an employee the opportunity to receive his/her regular salary on those occasions when an absence occurs because of a work related injury and the claim is accepted by the insurance carrier. It is not intended that an employee will receive more than the regular salary.
- (A) When a claim is accepted by Workmen's Compensation Insurance, an employee will receive a set portion of wages as determined by the insurance carrier. There are two (2) options available to an employee:
 - (1) An employee may elect to receive the difference between the Workmen's Compensation payment and the regular salary as a School District employee. In the event the employee chooses to receive the differential, one-half (1/2) day sick leave will be charged for each day absent.
 - (2) An employee may elect not to receive the differential between Workmen's Compensation payment and the regular salary, in which instance no absence will be charged to sick leave.
 - (B) Upon notice from the Workmen's Compensation insurance carrier of the benefits to be paid, the employee shall advise the District payroll clerk which option they have chosen.
 - (C) The differential between Workmen's Compensation and the regular salary shall cease when the employee's cumulative sick leave is exhausted.
 - (D) An employee absent from work due to work related injury may be terminated after the Workmen's Compensation benefits have been exhausted, or after one year of continuous absence, whichever occurs first.
 - (E) In order to verify the Workmen's Compensation payments, the School District will be advised by the insurance carrier of all non-medical payments to the employee. Based on the option chosen, the payroll clerk shall make the appropriate adjustments in district payments and sick leave records.

Article XV
Temporary Leaves of Absence

- 15.1 Sick Leave - All employees employed on a ten (10) month basis shall be entitled to thirteen (13) days sick leave per year with full pay. Unused sick leave shall be accumulative from year to year up to a maximum of one hundred and twenty (120) days. Any employee who currently exceeds 120 sick days will retain those days without additional accumulation. Employees working more than ten (10) months will be granted one (1) additional day per month. Employees working less than six (6) hours per day, whose position for the school district increases in hours to six (6) hours or more will have their

accumulated sick leave adjusted on a pro-rata basis of their old time compared to their new time. The employee shall notify the Principal, or his/her designated representative, of his/her inability to work at the earliest possible time prior to the time set for his/her regularly scheduled working hours. A medical certificate may be required at any time from an employee requesting compensation for sick leave. If a medical certificate is required by the employer during the first five (5) days of absence, it will be done at the District's expense. After five (5) days of illness, a medical certificate may be required at the employee's expense at any time an employee is requesting compensation for sick leave. However, if the administration has reason to believe that the use of sick leave has not been for a bona fide illness, he/she may investigate the alleged abuse. The School Administrative Unit office will maintain a record of all credits and debits to the sick leave account of each employee. These sick leave accounts are available for inspection by the employee. Accumulated sick days will be reflected on the pay stub stating the number of sick days accumulated as of September 1 of each year. Any or all of these sick days may be applied toward an illness in the immediate family (as defined in 15.4).

- 15.2 Legal - An employee called as a Juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's supervisor. All time spent on jury duty will be counted as hours worked up to but not in excess of the number of hours that constitute that person's normal work day.
- 15.3 Personal Business Leave - Personal leave shall be available to all employees covered by this Agreement in situations which require absence during employment and/or school hours for the purposes of transacting or attending to personal or legal business, or family matters. Personal leave will be granted for not more than three days per year. Personal leave requests immediately before or after a holiday (vacation breaks, summer vacation, long weekend, state and federal required school closing), or after May 31st, shall be considered only under extenuating circumstances and shall require the approval of the Superintendent on an individual basis. Appropriate documentation may be required. Leave under this article shall be with at least forty-eight (48) hours advance notice to the building principal. The notification time required may be waived by the building principal in unusual or emergency circumstances. Use of personal leave shall be granted with the approval of the building principal, but approval shall only be withheld in such instances as in the judgment of the building principal will severely hamper the school in its ability to fulfill its educating function. Personal leave days are not accumulative from year to year. Personal leave will not be deducted from sick leave.
- 15.4 Death in the Immediate Family - A maximum of five (5) days per year will be granted each employee for death in the immediate family. These days, if used, shall not be deducted from sick leave. The definition of the immediate family for the purpose of this policy shall be as follows: the immediate family includes father, mother, wife, husband, children, brothers, sisters, grandparents, mother and father-in-law, sister and brother-in-law. If in the opinion of the supervising principal, a relationship exists similar to that of the family relationship, this leave may be granted. These days are not accumulative from year to year.

Article XVI

Illness Leave Bank

- (A) The Board agrees to establish an Illness Leave Bank to cover employees in the event of a long term illness or injury. The Board will provide an initial thirty (30) day contribution to the Bank. The Illness Leave Bank plan is provided as part of a comprehensive disability protection plan created in lieu of short term and long term disability insurance programs. Employee participation in the Illness Leave Bank plan is optional. The Illness Leave Bank shall be administered by a committee composed of three (3)

members of the Association appointed by the President of the Association. This committee shall hereinafter be called the Illness Bank Administrative Committee (Administrative Committee).

- (B) Participation in the Illness Leave Bank plan is accomplished by the completion of the instrument provided and set forth in the Appendixes (APPENDIX B) of this Agreement. Completion and submission of this instrument (APPENDIX B) to the Administrative Committee must be made by each employee wishing to participate in the Illness Leave Bank plan. This submission, indicating the desire to participate, must be accomplished by October 15 of the contract year of enrollment. Each employee wishing to participate and to be covered by the Illness Leave Bank plan shall agree to donate, initially, one (1) day to the bank. In the initial year of the bank, participation may be elected during the thirty days following contract signing. This day shall be deposited in the Illness Leave Bank. The donated day will be deducted from the employee's personal accrued illness leave. Accumulated days will be carried over from year to year, but in no case shall more than 100 days be carried over.
- (C) If the number of days in the Bank drops below twenty-five (25), all members in the Bank who wish to remain eligible for usage of the Bank must contribute an additional one (1) day to the Bank.
- (D) A participant in the Illness Leave Bank plan shall be eligible to request short term or extended benefits from the Illness Leave Bank after an incapacitating illness or disability, provided he/she has exhausted all of his/her accrued personal illness leave. Request for Illness Leave Bank benefits must be made in writing to the Administrative Committee. Approval of such requests shall be made at the sole discretion of the Administrative Committee. Approval of any and all requests is restricted to no more than the total number of days accrued in the Illness Leave Bank. An individual is limited to a maximum fifty (50) day withdrawal from the Bank per year.
- (E) The Illness Leave Bank Committee may provide all bargaining unit members with an annual accounting of accrued illness leave days donated and available in the Illness Leave Bank plan. The Administrative Committee shall provide the office of the Superintendent, in writing, an annual accounting of per annum days donated and total accrued illness leave days available in the Illness Leave Bank. The Administrative Committee will promptly notify the office of the Superintendent, in writing, of any benefits duly approved by the Administrative Committee, and such approved days will be posted to and deducted from the total accrued days available in the Illness Leave Bank.

Article XVII

Extended Leaves of Absence

- 17.1 Child Care Leave - Upon application of the employee, an unpaid child care leave of absence shall be granted to employees, male or female, for children born or adopted, who have been employed at least one (1) year before said application to extend for a period of three (3) months after the birth or adoption of the child. At the end of the three (3) month period, the employee may extend the child care leave until July 31. If an employee who has been granted a child care leave of absence in accordance with the provision shall fail to return to work upon the expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated employment.
- (A) An employee's health, dental, and life insurance coverage will be continued during the first three months of leave with the District continuing to pay its share of the premium. Following the first three months, insurance coverage continues at the employee's option, but the employee pays the full premium.

- (B) An employee returning from child care leave will return to the same duties and building, or those of a similar nature, as determined by the School Board, as were performed prior to the beginning of the absence, and be placed upon the salary scale at least at the level from which he/she left. If the employee has worked at least one-half (50%) of the school year, he/she will be entitled to advancement on the salary schedule.

Article XVIII
Safety Conditions and Occupational Injury

- 18.1 Employees shall immediately, not later than the end of their shift, report any and all defects of equipment.
- 18.2 Employees shall be required to report immediately any accident and any physical injury sustained.

Article XIX
Miscellaneous Provisions

- 19.1 Separability - If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 19.2 This Agreement may not be modified, in whole or in part, by the parties except by an instrument in writing, duly executed by both parties.
- 19.3 Any employee wishing to resign shall give 14 days written notice to the Chairperson of the School Board and the Superintendent.

Article XX
Duration of Agreement

- 20.1 This Agreement shall become effective July 1, 2011 and shall continue in effect until June 30, 2012, subject to the Association's right to negotiate a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extensions shall be mutually agreed upon in writing by the parties to the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized officers and representatives, or either, this _____ day of _____, 2011.

Educational Support Personnel

Witness

Conway School Board

Witness

Position Classification and Compensation Plan**Conway Educational Support Personnel****Effective 2011-12**

<u>Level</u>	<u>Aide</u>	<u>Secretary</u>	<u>Tech. Aide</u>	<u>Administrative Assistant</u>
0, 1	\$11.73	\$11.73	\$11.73	\$12.73
2, 3	\$12.25	\$12.25	\$12.25	\$13.24
4, 5	\$12.79	\$12.79	\$12.79	\$13.78
6,7	\$13.42	\$13.42	\$13.42	\$14.29
8, 9	\$14.07	\$14.07	\$14.07	\$15.12
10+	\$15.73	\$15.73	\$15.73	\$16.96

CONWAY SCHOOL DISTRICT
Conway Educational Support Personnel
AUTHORIZATION FOR PARTICIPATION IN THE ILLNESS LEAVE BANK

Name _____ Social Security # _____
District _____ Contract/School Year _____

To: Illness Leave Bank Administrative Committee

I hereby request and authorize the Illness Leave Bank Administrative Committee (Administrative Committee) to deduct one (1) day from my personal accrued illness leave. I understand that this donated day shall become part of the accrument of days of the Illness Leave Bank. I understand that the donation of this one (1) day to the Illness Leave Bank plan is final and not returnable.

I understand that participation in the Illness Leave Bank plan is governed by the following provisions:

- (1) Participation in the Illness Leave Bank plan is optional.
- (2) Employees wishing to participate in the Illness Leave Bank plan shall commit to participation in the plan with this instrument.
- (3) One day will be deducted only upon initial enrollment or when the Illness Leave Bank falls below 25 days.
- (4) Participation in the Illness Leave Bank plan must be initiated by the completion and submission of this instrument by the employee to the Administrative Committee.
- (5) Participation in the Illness Leave Bank plan shall be maintained only by completion and submission of this instrument by the employee to the Administrative Committee.
- (6) This instrument shall be submitted to the Illness Leave Bank Administrative Committee no later than October 15th of the contract year of enrollment.
- (7) That application for benefits available from the Illness Leave Bank plan must be made in writing to the Illness Leave Bank Administrative Committee.

By my signature below, I signify my wish to participate in the Illness Leave Bank plan, and that I understand the above and all the provisions of the Illness Leave Bank (ARTICLE XVI) plan as made under the master contractual agreement.

Signature

Date

I do not wish to participate in the Illness Leave Bank

Signature

Date

**CONWAY SCHOOL DISTRICT
SUPPORT STAFF EVALUATION FORM**

NAME: _____ **DATE:** _____

POSITION TITLE: _____ **SCHOOL/DEPT.** _____

For the performance factors listed below indicate (x) the effectiveness with which they were applied in achieving the results. When evaluating each factor, apply the following definitions:

- Commendable:** **Exceptional performance, role model for peers**
- Proficient:** **A skillful worker who consistently meets requirements and expectations**
- Basic:** **Improvement needed to increase effectiveness; growth will strengthen ability to handle responsibilities**
- Unsatisfactory:** **Unacceptable job performance**

PERFORMANCE FACTORS		COMMENDABLE	PROFICIENT	BASIC	UNSATISFACTORY
1. JOB PERFORMANCE 50% -Is able to interact appropriately & effectively with students ____ -Follows directions easily ____ -Completes assignments on time in compliance with direction given ____ -Is skilled at performing tasks ____ -Strives to succeed/stretches personal resources/listens well ____	10 pts each	41-50	31-40	16-30	0-15
2. SELF MOTIVATION/MANAGEMENT 20% -Builds on strengths and works on deficiencies ____ -Personally well organized ____ -Utilizes time efficiently ____ -Takes initiative ____	5 pts each	16-20	11-15	6-10	0-5
3. ADAPTABILITY TO CHANGE 10% -Possesses the ability to be flexible ____ -Adaptable to a multitude of situations ____	5 pts each	13-15	10-12	4-9	0-3
4. INTERPERSONAL EFFECTIVENESS 15% -Maintains effective working relationships with others ____ -Presents ideas effectively ____ -Uses feedback to improve performance ____	5 pts each	9-10	6-8	3-5	0-2
5. PUNCTUALITY 5% -Consistently performs all assigned responsibilities when expected and on time ____	5 pts each	5	4	2-3	0-1

_____ Total Points 84-100 62-83 31-61 0-30

APPENDIX D

THE DEDUCTIBLE POOL

If necessary, you will incur deductibles on high-ticket items such as MRI's, CAT scans, in-patient and day surgery hospital bills.

Single Subscriber:

You'll receive a pre-loaded \$500 debit MasterCard. This card can be used for *any* FSA eligible expense, including deductibles (for a list go to www.conceptsinbenefits.com).

If you incur a deductible in July, August or September then you've met your deductible for the 2011 calendar year.

If you don't have any deductibles for July-September but have one in October, November or December, just give them your debit card and your deductible will have been met for all of 2011 AND all of 2012.

If you have a deductible expense, but have already used the card for some other FSA eligible expenses, you will be responsible for the balance of the deductible.

WHERE THE POOL COMES IN: If you have deductible expense in July-September then you've met your deductible for 2011 (and expended your entire MasterCard debit card). If you have *another* deductible expense after January 1, 2012 then you would normally have to pay that expense out of pocket.

IF you already used your \$500 debit card on a 2011 deductible, then incur another deductible in 2012, that second deductible would be submitted to the POOL for payment (you would have to pay the invoice, and get reimbursed). Your 2012 deductible would be reimbursed after August 1, 2012 on a prorated basis depending on how many other claims have been submitted. Regardless, by paying any deductible after January 1, 2012, you have met your deductible for the entire 2012 calendar year, but will still be given *another* \$500 debit card on July 1, 2012.

It's important to note the POOL is only there to cover any potential "double *deductibles.*" If someone chooses to use their card for other FSA eligible expenses then those expenses would not be eligible for the POOL.

2-Person Subscriber:

You'll receive a pre-loaded \$1,000 debit MasterCard. This card can be used for *any* FSA eligible expense, including deductibles (for a list go to www.conceptsinbenefits.com).

Any *individual* that incurs a deductible in July, August or September then *that person* has met their deductible for the 2011 calendar year.

If neither of you has a deductible met for July-September but one of you meets it in October, November or December, then *that person* just gives the provider your debit card and *that person's* deductible will have been met for all of 2011 AND all of 2012. The same would hold true if the second person has a deductible during the same period.

If you have already used the card for some other FSA eligible expenses, you will only have that balance available on your card to cover *both* potential deductibles.

If person A has deductible expense in July-September then that person has met their deductible for 2011. If that same person has *another* deductible expense after January 1, 2012 then you could use the balance of the debit card to cover the "double deductible" (\$500 deductible in 2011 & \$500 deductible in 2012 = \$1,000 from the debit card)

WHERE THE POOL COMES IN:

Person A has deductible expense in July-September then that person has met their deductible for 2011. If person B has a deductible expense in July-September then person B has also met their deductible for 2011 (for a total cost of \$1,000).

If either A &/or B has *another* deductible expense after January 1, 2012 then that second deductible would be submitted to the POOL for payment (you would have to pay the invoice, and get reimbursed). Your 2012 deductible would be reimbursed after August 1, 2012 on a prorated basis depending on how many other claims have been submitted. Regardless, by paying any deductible after January 1, 2012, that person has met their deductible for the entire 2012 calendar year, but you will still be given *another* \$1,000 debit card on July 1, 2012.

It's important to note the POOL is only there to cover any potential "double *deductibles*." If someone chooses to use their card for other FSA eligible expenses then those expenses would not be eligible for the POOL.

Family Subscriber:

You'll receive a pre-loaded \$1,500 debit MasterCard. This card can be used for *any* FSA eligible expense, including deductibles (for a list go to www.conceptsinbenefits.com).

SCENARIO #1 (Individual deductibles)

Any *individual* that incurs a deductible in July, August or September then *that person* has met their deductible for the 2011 calendar year.

If nobody has a deductible met for July-September but someone meets it in October, November or December, then *that person* just gives the provider your debit card and *that person's* deductible will have been met for all of 2011 AND all of 2012. The same would hold true for up to 3 people in your family who might use a deductible during that same period (\$500 deductible x 3 people = \$1,500 available on the card).

If you have already used the card for some other FSA eligible expenses, you will only have that balance available on your card to cover *any* potential deductibles.

SCENARIO #2 (One person "double deductible"-balance available)

If person A has deductible expense in July-September then that person has met their deductible for 2011. If that same person has *another* deductible expense after January 1, 2012 then you could use the balance of the debit card to cover the "double deductible" (\$500 deductible in 2011 & \$500 deductible in 2012 = \$1,000 from the debit card). That would leave the balance on the card (\$500) for any other FSA use including up to one other deductible expense, prescriptions, dental needs, etc.

WHERE THE POOL COMES IN:

In Scenario #1 above, if more than three individual deductibles are met.

In Scenario #2 above if one person has a double deductible, and more than one other person has an individual deductible met.

In either case, any deductibles beyond the three paid, would be reimbursed after August 1, 2012 on a prorated basis depending on how many other claims have been submitted. Regardless, you will still be given *another* \$1,500 debit card on July 1, 2012.

It's important to note the POOL is only there to cover any potential deductibles beyond the three. If someone chooses to use their card for other FSA eligible expenses then those expenses would not be eligible for the POOL.