

MASTER AGREEMENT

Between the

Dover School Board

and the

Dover Educational Office Personnel, NEA-New Hampshire

Effective:

July 1, 2006 – June 30, 2009

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ARTICLE I: RECOGNITION, JURISDICTION, MANAGEMENT RIGHTS, DEFINITIONS

A. RECOGNITION

The Dover School Board recognizes the Dover Educational Office Personnel, NEA-New Hampshire, as the exclusive representative of all central office, school secretaries, food service secretaries, assistants, and all other employees listed in Article IV-A-2-c, employed fifteen (15) hours per week or more, excluding all administrative positions of assistant principal and above and the Superintendent's Secretary, Human Resources Coordinator, and the Payroll Supervisor, probationary employees, and other positions excluded by RSA 273-A.

B. JURISDICTION

The jurisdiction of the Association shall include those persons who perform on a full-time basis the duties or functions of the categories of employees in the bargaining unit. However, the Association's jurisdiction shall not extend to part-time personnel, or to personnel in positions excluded by the Recognition provision above.

C. MANAGEMENT RIGHTS

The School Board reserves to itself, subject only to the language of this Agreement and RSA 273-A, full jurisdiction and authority to manage the affairs of the Dover School District, including but not limited to, the right to (a) determine the means and methods of operation to be carried on; (b) determine the selection, direction, and number of its employees; (c) determine the methods, means, and personnel by which the operations of the District are to be conducted; (d) maintain the efficiency of the District operations; (e) conduct district operations in a safe and efficient manner; (f) hire, promote, demote, transfer, assign, retain, and discipline, suspend, discharge District employees; (g) determine the functions, programs, and methods of the District, including the use of technology; and (h) determine the District's organizational structure.

D. DEFINITIONS

The term "**Board**" as used in this Agreement means the Dover School Board.

The term "**Association**" as used in this Agreement means the Dover Educational Office Personnel, NEA-New Hampshire, NEA.

The term "**parties**" as used in this Agreement refers to the School Board and the Association as participants in this Agreement.

The term "**school**" as used in this Agreement means any work location or functional division maintained by the School District.

The term "**principal**" as used in this Agreement means the responsible administrative heads of their respective schools.

The term “**secretary**” or “**employee**” as used in this Agreement means a person employed by the School Board in the bargaining unit as described in Article I-A.

The term “**Association Representative**” as used in this Agreement means any qualified member of the bargaining unit who is designated by the Association to act as its representative.

The term “**Association Building Representative**” as used in this Agreement means any qualified member of the bargaining unit who is designated by the Association to act as its representative at meetings and conferences at the school building level.

The term “**state or national Association representative**” as used in this Agreement means any staff employee of the NEA-New Hampshire or the NEA. This term will be specifically stated whenever such representation is permitted under the terms of this Agreement.

Whenever the singular is used in this Agreement, it is to include the plural.

ARTICLE II: NO-STRIKE PROVISION

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives, and members shall not, during the term of this Agreement, and within the District, engage in or condone any strike, slow-down, work stoppage, or other concerted refusal to perform any legitimate assignment on the part of any employee(s) represented hereunder.

ARTICLE III: GRIEVANCE PROCEDURE

A. GRIEVANCE

A “grievance” shall mean a complaint by a secretary, or a group of secretaries, or by the association on behalf of probationary employees, that there has been an alleged violation of a term or provision of this Agreement. A grievance must be initiated within twenty (20) school days after the grievant knew or should have known of its occurrence. Grievances related to events during the school year shall be initiated no later than ten (10) calendar days after the last day of student attendance.

B. GRIEVANCE PROCEDURE

1. Level One (Informal)

A grievant will first discuss the grievance with the building principal or immediate superior, either directly or through the Association’s Representative, with the objective of resolving the matter informally. Failure to reach a mutually satisfactory resolution may be cause for the secretary to refer the grievance to Level Two.

2. Level Two – Principal (Formal Written)

A grievant wishing to process a grievance at Level Two will do so in writing to the Principal or immediate supervisor within eight (8) school days from the conclusion of the discussion at Level One. The grievance shall be specific in nature and shall state the provision(s) or term(s) of this Agreement allegedly violated and the remedy requested. The Principal or immediate supervisor shall establish a formal conference on the matter, and whenever a grievance is filed by a secretary without the Association Representative, the Principal or immediate supervisor shall notify the Association and shall give the Association the opportunity to be present and to state the views of the Association. The aggrieved secretary and the Association shall be given at least two (2) school days notice of said conference. The Principal or immediate supervisor shall respond in writing eight (8) school days from the date the formal grievance is filed. The Principal's decision shall be presented in writing to both the secretary and the Association.

3. Level Three – Superintendent

If the grievant is not satisfied with the Principal's or immediate supervisor's decision rendered at Level Two, the grievant may, within eight (8) school days of receipt of that decision, appeal that decision to the Superintendent of Schools. The grievance must be submitted in writing stating the specific nature of the grievance and remedy requested and shall include a copy of the Level Two decision. The Superintendent may schedule a meeting at a mutually convenient time to discuss the grievance with the secretary and the Association. Both parties reserve the right to include consultants in any such meeting. The Superintendent shall respond in writing together with supporting reasons to the secretary, Association, and Principal within ten (10) school days from the date the grievance is filed at Level Three. This period may be expanded to twenty (20) school days if the Superintendent is unable to address the matter because of previous commitments.

4. Level Four – School Board

If a grievance remains unsettled after having been processed through Level Three, the grievant may, within eight (8) school days from the date the decision is rendered at the previous level, submit the grievance to the School Board, in which case, the grievance is to be submitted in writing and shall specify the nature of the complaint and the remedy requested. Copies of the previous decisions are to be included with the grievance. Within eight (8) school days from the date the grievance is filed at level Four, the School Board will establish a mutually convenient date and time for a meeting to discuss the matter. Both parties reserve the right to include consultants in any such meeting. The School Board shall render its decision in writing together with supporting reasons to the secretary, Association, Principal, and Superintendent's office within twenty (20) school days from the date the grievance is received.

C. ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of the grievance procedure as stated herein may be submitted to arbitration by the Association by filing with the School Board and the American Arbitration Association a request for arbitration within twenty (20) school days after the final decision of the School Board has been given to the Association.
2. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. Only one request shall be scheduled for the same arbitration hearing except by mutual agreement of the parties.
3. In the conduct of an arbitration, the applicable provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.
4. The arbitrator shall issue a decision no later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of transmitting the final settlements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding except that any decision of the arbitrator which requires the School Board to expend more than one thousand dollars (\$1,000) shall be advisory to the School Board which shall, in such cases, make a final decision within twenty (20) school days after receiving the arbitrator's decision.
5. Both parties agree the arbitrator shall be prohibited from modifying or adding to this Agreement.
6. Each party will bear the total cost incurred by themselves. The cost of the arbitrator shall be shared equally by the parties to the dispute.

D. ADDITIONAL PROVISIONS

1. The grievant may be accompanied by a local, state, or national Association representative at conferences held at either Level One or Level Two.
2. The grievant may be accompanied by a local Association representative or a state or national Association representative at level Three and Level Four.
3. Any complaint which is filed with any agency or court may not also be filed as a grievance under the Agreement.
4. The Association President may on behalf of the Association file grievances affecting the contractual rights of the Association. The Association may only grieve on behalf of probationary employees.

5. The time limits in this article may be reduced or extended by mutual agreement of the parties at each and any level.
6. Failure to refer to a grievance to the next level within the specified time shall be considered an acceptance of the decision rendered.
7. Failure at any level of the grievance procedure to render a decision within the specified time limits shall permit the grievant to proceed to the next level.
8. The School Board and the Association shall guarantee the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.
9. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE IV: WORKING CONDITIONS

A. WORK HOURS AND DAY

1. Definition of Full-Time and School-Year Secretaries
 - a. Full-time secretarial personnel are employed forty (40) hours a week for fifty-two (52) weeks (exclusive of vacations).
 - b. School-year secretarial personnel are employed:
 - (1) six (6) or more hours per day for one eighty (180) or more school days
 - (2) less than six (6) or more hours per day for one hundred eighty (180) or more school days
 - c. Work schedules of all full-time and school-year secretarial personnel shall be approved by the Superintendent.
2. Compensation for work performed
 - a. It is recognized that it is the position that is classified and/or placed on a pay scale. The qualifications of the individual will determine placement in the position and performance will determine progression within the pay grade. However, the qualifications or over-qualification of the individual have nothing directly to do with the classification or placement of the position. If the position utilization or requirements change (regardless of the involvement of the incumbent in this change), then the position should be reviewed by the Superintendent or the Superintendent's designee.
 - b. At the inception of the schedule, placement of existing personnel will be recommended to the School Board by the Superintendent or the Superintendent's designee.

- c. The first five months from the employee's initial date of hire will be considered a probationary period. At the end of the five months, the full-time will be considered permanent. The week's pay that was held back at the time of hiring will be reimbursed, and the employee will be on a regular full-time schedule, i.e., paid to date.
- d. The wage scale in Appendix A-1 shall apply to the following Dover School District positions:

Grade I:	Receptionist
Grade II:	School Secretary SPED School Secretary Nurse's Secretary SAU Secretary Substitute Coordinator Secretary Title I Secretary Attendance Secretary Guidance Secretary Alternative School Secretary
Grade III:	Assistant Principal's Secretary Dean's Secretary
Grade IV:	Administrative Assistant (Athletic, Curriculum, DALC, Facilities, Federal Projects, Professional Development & Network Manager Secretary, Special Education, Vocational) Data Processing System Secretary Guidance Department Registrar Food Service Data Processing Secretary
Grade V:	Accounts Payable Bookkeeper MMS Data Coordinator Food Service Accounting Manager
Grade VI:	DALC Office Manager

B. BREAKS

Each secretary shall have one (1) fifteen (15) minute break, per work day.

C. LUNCH BREAKS

Each secretary shall be allowed a lunch break which shall not be reduced in duration but shall be consistent with his/her work schedule.

D. INCLEMENT WEATHER DAYS

1. When school has been called off due to inclement weather, all full-time secretarial personnel will report to work at 9:00 AM.
2. When a delayed opening of two (2) hours has been called, secretaries shall report one (1) hour later than their regular starting time.
3. It will be left to the discretion of the Superintendent whether or not the weather is such that secretaries should not report to work; however, for those who are unable to report, the day will be considered a vacation, personal, or loss of pay day.

E. LEAVING THE BUILDING

1. During their duty-free lunch, secretaries may leave the building by signing out noting the time that they shall return.
2. During their fifteen (15) minute break period, secretaries may leave the building only for work related purposes or with the permission of the building principal or immediate supervisor. The secretary shall sign out and note the time that the secretary shall return.
3. Absence from duty (except in cases of emergency) shall result in proportional loss of pay.

F. EMPLOYEE FILES

1. A secretary shall have the right, upon request, to review the contents of the secretary's personnel files and to make copies of any documents contained therein. A secretary must have a witness of the employee's choice present during such review.
2. At least once every year, a secretary shall have the right to indicate those documents and/or materials in the employee's file which the secretary believes to be obsolete or otherwise inappropriate to retain, with Superintendent approval.
3. Although the district agrees to protect the confidentiality of personal references, academic credentials, and other similar documents received prior to the secretary's initial employment, it shall not establish any separate personal file which is not available for the employee's inspection.
4. Each employee shall acknowledge that an opportunity has been given to see such material by signing the filed copy, with the express understanding that such signature in no way indicates agreement with the contents thereof. The secretary shall have the right to submit a written response to such material, and the secretary's response shall be attached to the original material.
5. Material will be removed from files and destroyed when a secretary's claim that it is inaccurate, untrue, or unproven is sustained. Any written warning shall be expunged from the employee's file, at the employee's request, after

three (3) years provided there are no reoccurrences of the same nature unless the Superintendent objects.

G. EVALUATION

1. All monitoring and/or observation of employee work performance shall be conducted openly and with full knowledge of the employee. Job descriptions and evaluation forms shall be provided to new employees no later than the day before the first day of school for students or the first day of work if hired during the school year. The District reserves the right to modify job descriptions and the evaluation process and/or criteria in consultation with the Association. Employees shall be provided reasonable notice of such modifications and shall be provided copies of the revised job descriptions and/or evaluation forms.
2. Prior to June 1, each employee shall receive a written copy of her/his annual evaluation. Such evaluation shall be ongoing and shall be done by the employee's immediate supervisor or building administrator. Designed to promote professional growth, the evaluation shall be as positive in nature as possible.
3. A conference between the immediate supervisor and/or the building administrator and the employee will be held to discuss the evaluation. A copy of the evaluation shall be given to the employee at least two (2) days prior to the conference. As a result of the conference, modification may be made in the written document prior to its placement in the employee's file.
4. No evaluation, which has not been shown to the employee, may be placed in the file. The employee shall sign the evaluation, however, such signature shall indicate only that it has been reviewed and shall not necessarily indicate concurrent with the contents. The employee shall have the right to attach a written response to the evaluation.

ARTICLE V: COMPENSATION

A. BASIC WAGE SCALES

The salaries and differentials of secretaries are set forth in Appendix A-1, which is attached to and made part of this Agreement.

B. PLACEMENT ON THE WAGE SCALE

Members of the bargaining unit shall be placed on the wage scale at the step appropriate for training and years of experience unless the absence of available personnel prevents such placement.

C. METHOD AND TIME OF SALARY PAYMENT

1. Secretaries shall receive their bi-weekly pay on alternating Fridays.

- 2. Employees may have their paychecks directly deposited in their personal banks by submitting the appropriate direct deposit materials and authorizations to the school district.

D. LONGEVITY

The School District of the City of Dover will make available to all school-year secretarial personnel working six (6) hours or more per day for one hundred eighty (180) school days a longevity benefit, paid by a separate check, for time spent working for the City of Dover as follows:

5-7 years.....	\$125
8-14 years.....	\$400
15-19 years.....	\$550
20-24 years.....	\$700
Over 25 years	An additional \$125 per 5-year interval

The School District of the City of Dover will make available to all full-time secretarial personnel a longevity benefit for time spent working for the City of Dover as follows:

5-7 years.....	\$200
8-14 years.....	\$700
15-19 years.....	\$1000
20-24 years.....	\$1300
Over 25 years	An additional \$300 per 5-year interval

Longevity payment will be made, paid by a separate check, on the final pay in the month of the employee’s anniversary.

E. ANNIVERSARY DATES

For the purpose of annual step advancement regular full-time secretaries who have performed satisfactorily for one hundred twenty (120) days or more, excluding authorized leave, will advance a step on the wage scale. For the purpose of annual step advancement school-year secretaries who have performed satisfactorily for ninety (90) days or more, excluding authorized leave, will advance a step on the wage scale.

F. MILEAGE ALLOWANCE

Secretaries who use their private automobiles for job-d demanded intradistrict travel authorized by the Superintendent or the Superintendent’s designee for assigned working duties shall be reimbursed at the current IRS rate.

G. ITEMIZED PAYROLL DEDUCTIONS

A statement of payroll deductions shall be provided with each salary payment.

H. SEVERANCE PAY

All secretaries terminating with a minimum of ten (10) years service in Dover shall receive severance pay in the amount of thirty (30) percent of their accumulated sick leave at their current per diem rate.

I. RETIREMENT

Membership in the New Hampshire Retirement System is compulsory for all full-time secretaries employed after July 1, 1968.

J. WORKERS' COMPENSATION

All secretaries employed by the Dover School District are covered by Workers' Compensation. This means that any person injured in performance of his/her duties for the School District should report any such injury or occupational disease to the Superintendent's office immediately or within forty-eight (48) hours. All accidents, no matter how minor, must be reported in writing. Employees shall be allowed to use accumulated sick time to make up lost pay while on a workers' compensation injury.

ARTICLE VI: FRINGE BENEFITS

A. MEDICAL INSURANCE

1. For all full-time and school-year secretarial personnel employed six (6) or more hours per day for one hundred eighty (180) or more school days, the School District of the City of Dover agrees to pay the premiums of the New Hampshire School Health Care Coalition plan, SchoolCare, or another health program providing equivalent or improved benefits, as follows:

Point of Service (OAPOS):

Effective July 1, 2006, the District shall pay eighty-eight (88) percent of the premium.

Effective July 1, 2007, the District shall pay eighty-five (85) percent of the premium.

Effective July 1, 2008, the District shall pay eighty-three (83) percent of the premium.

Health Maintenance Organization:

Effective July 1, 2006, the District shall pay ninety-four (94) percent of the premium.

Effective July 1, 2007, the District shall pay ninety-three (92) percent of the premium.

Effective July 1, 2008, the District shall pay ninety (90) percent of the premium.

2. The School Board agrees to submit retired secretaries to participate in the school health insurance plan at the School District rate. Premiums may be withheld from the state retirement pension checks and forwarded to the insurance company. Monies used for this purpose should not be construed to be a general wage increase. (Refer to Internal Revenue Code Section 106, date April 9, 1964.)
3. If an employee does not subscribe to the School District of the City of Dover, New Hampshire New Hampshire School Health Care Coalition plan, SchoolCare, health program or to another City of Dover health insurance plan

through a family member, he/she will receive an amount equal to twenty-five (25) percent of the Health Maintenance Organization premium benefit cost of the premium for the coverage to which he/she is entitled.

4. Whenever the employee leaves his/her employment in the Dover School District, this benefit automatically stops on the last day of the following month. Said employee has the option to continue medical coverage for eighteen (18) months or until he/she is eligible for another program, whichever comes first.
5. Secretaries employed less than six (6) hours per day shall be permitted, if eligible, to purchase health insurance coverage in the District's plan.

B. DISABILITY INSURANCE

The School Board will pay the premium for an income insurance program which will provide sixty percent (60%) of monthly salary up to \$1,750 per month, maximum benefit to begin after ninety (90) consecutive calendar days, or expiration of accumulated sick leave, whichever is greater, for all full-time and school-year secretarial personnel employed six (6) or more hours per day for one hundred eighty (180) or more school days. Said insurance will run until age sixty-five (65) and shall be coordinated with Social Security benefits.

C. LIFE INSURANCE

The School District of the City of Dover will make available to all full-time and school-year secretarial personnel employed six (6) or more hours per day for one hundred eighty (180) or more school days life insurance coverage, at no cost to employee, of three times (3X) the secretaries salary with a minimum benefit of \$50,000 and a maximum benefit of \$100,000 for natural death. Life insurance will be terminated in all cases on the last day of the month a person goes on leave of absence until the employee taking the leave returns on a full-time basis. New secretarial personnel joining the staff will be covered on the first of the month following a thirty (30) day waiting period.

D. DENTAL INSURANCE

1. The School Board will provide a Delta Dental Insurance Plan IV or equivalent for all full-time and school-year secretaries employed six (6) or more hours per day for one hundred eighty (180) or more school days as follows:

100% of the cost of a single coverage or
50% of the cost of 2-person or family coverage

2. New secretarial personnel joining the staff will be covered on the first day of the month following a thirty (30) day waiting period.
3. Whenever the employee leaves his/her employment in the Dover School District, this benefit automatically stops on the last day of the following month. Said employee has the option to continue dental coverage for eighteen (18) months or until he/she is eligible for another program, whichever comes

first.

E. LIABILITY INSURANCE

The School Board will provide an “errors and omissions coverage” to all members of the bargaining unit. Coverage will be the same as is provided for the School Board and its administrators.

F. TAX-DEFERRED ANNUITY

The School Board agrees to allow secretaries to take advantage of the federal law concerning tax-deferred annuities. Any new group must have at least ten (10) members.

G. PROFESSIONAL DEVELOPMENT

1. The following Professional Development plan will apply to all full-time and school-year secretarial personnel employed six (6) or more hours per day for one hundred eighty (180) or more school days. The District agrees to budget \$6,500.00 annually for course reimbursement, professional development workshops / seminars, the annual secretarial workshop day, and attendance to the New Hampshire Association of Educational Office Professionals Convention.
2. Not more than \$500 will be approved for payment to any secretary in any fiscal year for professional development. The Superintendent or the Superintendent’s designee must approve the above-mentioned professional development activities in advance. All professional development activity must be related to the secretary’s job or be part of a career development program.
3. No more than two (2) secretaries (except when the Superintendent authorizes more) per school day may be authorized for professional development leave.
4. Professional development money being applied toward course reimbursement must meet the following criteria. The District will reimburse secretaries who complete District approved courses with a B- or better. Course reimbursement funds will not be held longer than seventy-five (75) days from the date of course completion. Secretaries must submit their grade report and proof of course payment to receive reimbursement. Course Approval forms are available in the office of the Superintendent.
5. All professional development requests will be considered according to the availability of funds.
6. The District will allow for three (3) secretaries to attend the New Hampshire Association of Educational Office Professionals Convention. Not more than one employee per school or department will receive this stipend during the life of this contract. These stipends will first be made available to secretaries that did not receive the stipend during the preceding year; otherwise these stipends will be made available on a first come, first served basis.

ARTICLE VII: LEAVES

A. SICK LEAVE WITH PAY

1. Sick leave is defined as personal illness on the part of the individual employee.
2. All regular full-time secretarial personnel shall receive fifteen (15) days of sick leave per year, with pay, accumulative to one hundred fifty (150) days.
3. School-year secretaries employed six (6) or more hours per day for one hundred eighty (180) or more school days (ten [10] months – September to June) shall receive ten (10) days of sick leave per school year with pay, accumulative to ninety (90) days.
4. In the event that there is an extended absence of three (3) or more consecutive days, or seven (7) incidents of absence in one school year, such employee may be required to provide the Superintendent or Superintendent's designee with written confirmation of the illness, injury, or disability from a physician. When the Superintendent or Superintendent's designee feels that such written confirmation is insufficient or ambiguous, it may require the employee to undergo an examination by a physician selected and paid for by the School Board to confirm or refute the claimed illness, injury, or disability which forms the basis for the sick pay request by the employee. Disability as a result of pregnancy shall be treated as any other temporary disability.

B. PERSONAL / EMERGENCY LEAVE

1. Personal/emergency leave (including family illnesses) may be requested by a full-time secretary and a school-year secretary employed six (6) or more hours per day for one hundred eighty (180) or more school days. Such leave is not to exceed three (3) personal days and two (2) emergency days per year for full-time secretaries. School-year secretaries employed six (6) or more hours per day for one hundred eighty (180) or more school days, shall not exceed two (2) personal days and one (1) emergency day per school year, to be granted at the discretion of the Superintendent. Such absence will not result in loss of pay.
2. If a secretary's paid leave time has been exhausted, he/she may be granted unpaid leave, whether before or after the fact, with reason(s) given, each school year at the discretion of the Superintendent or the Superintendent's designee.
3. Requests for personal leave must be channeled in writing to the Superintendent's office for implementation at least forty-eight (48) hours prior to the commencement of such leave. Emergency leave shall require prior approval of the Superintendent, when practicable. Non-scheduled emergency leave shall be supported in writing as soon after the fact as possible.

C. FUNERAL LEAVE

1. Neither pay nor sick leave shall be deducted for absence related to death in the immediate family of full-time and school-year secretarial personnel employed six (6) or more hours per day for one hundred eighty (180) or more school days. Such absence shall not exceed five days unless, because of unusual circumstances, the Superintendent and the School Board shall extend the period.
2. When requested, employees may receive funeral leave with full pay as follows:

Not to exceed one (1) day:

1. Aunt or uncle
2. Close personal friends, if approved by the Superintendent

Not to exceed three (3) days:

1. Grandparents
2. Brother-in-law
3. Sister-in-law
4. Son-in-law
5. Daughter-in-law
6. Sister
7. Brother
8. Parent-in-law
9. Relative living in the household
10. Close personal friend living in the same household

Not to exceed five (5) days:

1. Spouse
2. Child
3. Parent
4. Sister or brother living in the household

3. The Superintendent may extend funeral leave upon an employee's request.

D. JUROR LEAVE

Secretaries on jury duty shall be entitled to pay differential and continued benefits while fulfilling jury duty.

E. MILITARY LEAVE

Military leave shall be granted to any secretary who is inducted or called to active duty in any branch of the armed forces of the United States. For the period of said call to active duty, said secretary will be compensated by the District paying the difference between their school district salary and their annualized military salary. Upon return from such leave, a secretary will be placed on the wage schedule at the level which the secretary would have achieved had the secretary remained actively employed in the system during the period of the absence. Wage scale growth limit is to equal the period of original induction or period of call to active duty.

F. ASSOCIATION LEAVE

The Association President or the President’s designee shall receive three (3) days per year to attend to the affairs of the Association. If the local Association President also holds a state or national Association position or office, additional Association leave days may be granted by the Superintendent.

G. EXTENDED LEAVE

Secretaries may apply for an unpaid extended leave of absence which shall be granted at the discretion of the Superintendent and subject to the approval of the School Board.

H. OTHER LEAVE PROVISIONS

1. All benefits to which a secretary was entitled at the time a leave of absence commenced shall be restored to the employee upon return, and the employee will be assigned to the same or an available substantially equivalent position.
2. A secretary on a leave of absence must notify the Superintendent of Schools, in writing by April 15th in the year which the employee’s leave expires, of the secretary’s intent to return.
3. A leave of absence may be extended by the School Board.
4. All other absences not covered must be considered leave without pay, and as such full deduction must be made from an employee’s pay.
5. All secretaries shall be notified on a monthly basis of their accumulated leave amounts.

I. MEDICAL DISABILITY LEAVE

Once any employee has exhausted his/her paid leave, they shall, upon request, be granted a leave of absence for up to three (3) months for a medical disability under FMLA. During this leave the District will continue to pay their share of the cost of health insurance.

ARTICLE VIII: HOLIDAYS AND VACATIONS

A. HOLIDAYS

1. Full-time secretarial personnel shall observe the following holidays and such other days as may be designated from time to time:
 - New Year’s Day
 - Martin Luther King, Jr., Day
 - Presidents’ day
 - First Day of April Vacation
 - Memorial Day
 - Fourth of July
 - Labor Day
 - Columbus Day (observed NEA teacher workshop day)

Veterans' Day
 Day Before Thanksgiving
 Thanksgiving Day
 Friday following Thanksgiving
 Christmas Eve (1/2 Day)
 Christmas Day
 The Day after Christmas (50% of staff off, with other 50% of staff
 to have a compensation day)
 New Year's Eve (1/2 Day)

2. If an official holiday falls on a Saturday or Sunday, it is observed by the School District on the preceding Friday or following Monday, respectively.
3. If ever in the future these holidays are declared regular workdays, then these holidays will become regular working days with no extra compensation. Some positions and situations require an employee to be on the job during a holiday, or day designated for observance of a holiday, as part of his/her normal work schedule. In that event, the Superintendent will grant the employee an extra day off when school is not in session or time mutually agreed upon by the Superintendent and employee in lieu of the designated holiday.
4. School-year secretarial personnel employed six (6) or more hours per day for one hundred eighty (180) or more school days shall observe the following ten (10) holidays:
 - Labor Day
 - Columbus Day (observed NEA teacher workshop day)
 - Veterans' Day
 - Day Before Thanksgiving
 - Thanksgiving Day
 - Friday following Thanksgiving
 - Christmas
 - New Year's Day
 - Martin Luther King, Jr. Day
 - First Day of April Vacation
 - Memorial Day
5. If ever in the future the holidays listed above are declared regular workdays, then these holidays will become regular working days with no extra compensation.

B. VACATIONS

Permanent, full-time secretarial personnel shall receive vacation with pay as follows:

1 – 5 years:	Two (2) weeks
6 – 10 years:	Three (3) weeks
11 – 19 years:	Four (4) weeks
20 or more years:	Five (5) weeks

School-year secretaries employed six (6) or more hours per day for one hundred eighty (180) or more school days (ten [10] months – September to June) with five (5) years or more of service shall receive four (4) days of vacation with pay that shall be taken when school is not in session.

If a vacation includes a holiday as listed above, vacation is extended to compensate for the holiday.

Vacation schedules are to be coordinated to insure continuity of service and must be approved by the secretary's immediate supervisor. The vacations shall be scheduled to be used within the school year. Unused vacation days, from the previous school year, shall be used by December 31 or shall be forfeited.

All requests for vacation leave must be made in writing to the Administrator or designee who shall approve or deny all vacation requests in a timely manner. Vacation requests shall be approved at the discretion of the administrator or designee.

Vacation time is not earned during unpaid leaves.

ARTICLE IX: EXCLUSIVE ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. PAYROLL DUES DEDUCTION

1. The School Board agrees to deduct from the salaries of its secretaries dues for the Dover Educational Office Personnel, the NEA-New Hampshire, NEA, as said secretaries individually and voluntarily authorize the School Board to deduct. Said monies shall be transmitted to the Dover Educational Office Personnel treasurer on a monthly basis.
2. The Dover Educational Office Personnel shall certify to the School Board in writing the current rate of its membership dues. If there is any change in the rate of its membership dues, the Association shall give the School Board written notice, prior to the effective date of such change. Dues deductions shall be made on each pay week in an amount equal to 1/21st or 1/26th of the annual dues as defined in this paragraph.
3. The Association shall be notified of any secretary being dropped from payroll deductions.
4. The initial payroll deduction shall be made within two (2) pay periods following the central office's receipt of the dues deduction authorization.
5. Any present or future employee who chooses not to join or not to remain a member of the Association shall pay to the Association, a service charge for the cost of collective bargaining and contract administration. Such fee is to be paid in the same manner as Association dues as provided in this section. No part of this service charge shall be used for political donations. Said service

charge shall not exceed fifty percent (50%) of the dues for membership, and the Association agrees to defend and hold the School District harmless should there be a dispute between an employee and the Association over the matter of agency fee deductions. An agency fee deduction shall only be made after the employee has authorized such deduction in writing.

B. USE OF BUILDINGS

After the close of school on school days, the Association shall have the right to use designated areas in school buildings for official Association meetings of secretaries provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal and/or central office in advance. There shall be no cost to the Association for such meetings so long as no overtime custodial cost to the School Board is involved.

C. MAIL FACILITIES AND MAILBOXES

The Association shall have the right to use the interschool mail facilities and school mailboxes in a reasonable manner and without the approval of building principals. The School District shall assume no responsibility for any communications transported via the interschool mail facilities.

D. BULLETIN BOARDS

The Association shall have a bulletin board in each faculty lounge and/or secretaries' dining room and be legally responsible for notices placed thereon. Copies of all materials to be posted on such bulletin boards shall be given to the immediate supervisor or building principal.

E. COMMUNIQUES

As a non-exclusive privilege, designated representatives of the Association shall be allowed to receive telephone calls and other communiqués concerning Association business at any time during school hours so long as it does not disrupt normal work operations.

F. INFORMATION

1. The School Board shall respond within a reasonable time to Association requests for public records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.
2. If the agenda of a public School Board meeting has been prepared twenty-four (24) hours in advance of such School Board meeting, it shall be mailed to the President of the Association at the President's school address. If school is not in session, it shall be mailed to the home address of the Association President.
3. A copy of the minutes of all public School Board meetings shall be mailed to the President of the Association at the President's home or school address.

G. ASSOCIATION REPRESENTATIVE

1. The Association shall furnish the School Board with a list of its officers and authorized representatives and shall as soon as possible notify the School

Board in writing of any change.

2. For the purpose of processing grievances and requesting Association use of school buildings, no secretary shall be considered to be an Association representative by a Principal, the Superintendent, or the School Board unless such secretary's name appears on the current list described in the preceding paragraph.

H. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

1. Nothing contained herein shall be construed to prevent the School Board, a member of the School Board, or their designated representatives from meeting with any employee for expression of the employee's views. In the area of collective bargaining, no changes or modifications in this Agreement shall be made except through consultation or negotiation with the Association.
2. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.
3. Nothing contained herein shall be construed to prevent any secretary from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

I. NO ASSOCIATION ACTIVITY ON SCHOOL TIME

Except as provided herein, the Association agrees that no employee or Association representative will engage in Association activities during his/her assigned duties.

ARTICLE X: SENIORITY, LAYOFF, AND RECALL

A. SENIORITY

Seniority shall be defined as length of service with the Dover Public School system from the last date of hire.

B. LAYOFF AND RECALL

1. Layoffs and recalls shall be based on seniority and qualifications within in each job title and classification. Laid off employees may bump bargaining unit members with less seniority, within the classification or lower, provided they are qualified to do the job of the person they wish to bump. They shall have recall rights for up to six (6) months or until the beginning of the next school year, whichever is longer.
2. Each vacant position within the bargaining unit shall be posted in each school for ten (10) calendar days. A list of known vacancies in secretarial positions will be posted and a copy sent to the Association President. During the months of July and August, written notices of vacancies will be sent to the Association President's home as well as being conspicuously posted. The listing will include position, pay level, qualifications, and other relevant

information, to extent known, of new positions and/or openings occasioned by the retirement/resignation of personnel. Secretaries desiring to be considered for such positions will submit a letter of interest to the Superintendent within the posting dates.

3. When offered a position through recall, said person will have five (5) work days to accept or decline the offer. Refusal to accept a recall offer in the same classification will terminate the District's obligation to recall. Refusal to accept a recall offer in a lower classification will not terminate the District's obligation to the recall provision.

ARTICLE XI: FAIR PRACTICES

A. FAIR PRACTICES

1. The School Board and the Association agree that there will be no reprisals of any kind taken against any secretary by reason of the employee's membership or non-membership in the Association or participation in its lawful activities. Nothing in this contract shall detract from any statutory and/or constitutional rights the employees might have.
2. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.
 - a. All written warnings, suspensions, and discharges shall be placed in the employee's personnel record and shall describe the reason for the disciplinary action. A copy will be provided to the employee and the union president at the time the discipline is administered. The employee may choose to have an Association representative at any disciplinary hearing.
 - b. Discipline shall normally follow this order:
 1. Verbal warning
 2. Written warning
 3. Suspension without pay (ten days maximum)
 4. Discharge
 - c. An employee may be suspended or discharged for, but not limited to, the following reasons:
 1. Incompetence or inefficiency
 2. Insubordination
 3. Intoxication while on duty
 4. Unauthorized absence from duty
 5. Misappropriation of funds or school district materials
 - d. No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.
 - e. All employees shall have the right to review their records upon forty-eight (48) hours' notice to the Superintendent or the Superintendent's designee.

ARTICLE XII: MISCELLANEOUS PROVISIONS

A. SAVINGS-SEPARABILITY CLAUSE

1. If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
2. In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.
3. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless made in writing signed by both parties.

C. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified or registered letter at the following address:

1. If by the Association, to the School Board at the Superintendent's office.
2. If by the School Board, to the Association at the school or home address of the elected Association President.

D. PRINTING AND DISTRIBUTION OF THIS AGREEMENT

1. The parties agree to share equally in the costs of printing this Agreement in booklet form.
2. The Association agrees to distribute a copy of this Agreement to each secretary presently employed by the School Board. The School Board agrees to distribute a copy of this Agreement to each new employee employed by the School Board.

ARTICLE XIII: DURATION

A. DURATION

1. This Agreement shall be effective as of July 1, 2006, and shall continue in effect until and including June 30, 2009.
2. The School Board and the Association agree to begin negotiations for a successor Agreement no later than September 10, 2008.
3. In witness whereof the parties have caused this Agreement to be signed by their respective representatives, attested by their respective representatives, and attested by their respective secretaries.

DOVER EDUCATIONAL OFFICE PERSONNEL

BY: _____, **President**

DATE: _____

_____, **Secretary**

DOVER SCHOOL BOARD

BY: _____, **Chairperson**

DATE: _____

_____, **Secretary**

Appendix A-1: Wage Schedules

Dover Educational Office Personnel 2006-2007

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	10.49	10.83	11.14	11.49	11.83	12.16	12.55	12.93	13.06
2	11.75	12.09	12.44	12.82	13.21	13.60	14.01	14.44	14.59
3	12.36	12.73	13.10	13.50	13.91	14.33	14.76	15.20	15.35
4	12.97	13.37	13.77	14.19	14.61	15.06	15.51	15.97	16.12
5	13.96	14.37	14.81	15.24	15.71	16.19	16.68	17.18	17.35
6	15.47	15.91	16.41	16.89	17.41	17.91	18.45	19.01	19.20

Dover Educational Office Personnel 2007-2008

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	10.80	11.15	11.48	11.84	12.19	12.53	12.92	13.31	13.58
2	12.10	12.45	12.82	13.21	13.61	14.00	14.43	14.87	15.17
3	12.73	13.11	13.49	13.91	14.32	14.76	15.20	15.66	15.97
4	13.36	13.77	14.18	14.62	15.04	15.51	15.98	16.44	16.77
5	14.38	14.80	15.26	15.70	16.18	16.68	17.18	17.70	18.05
6	15.93	16.39	16.90	17.40	17.93	18.45	19.00	19.58	19.98

Dover Educational Office Personnel 2008-2009

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	11.48	11.82	12.19	12.56	12.91	13.31	13.71	14.13
2	12.83	13.20	13.60	14.02	14.42	14.86	15.32	15.78
3	13.51	13.90	14.33	14.75	15.20	15.66	16.13	16.61
4	14.18	14.61	15.06	15.49	15.98	16.46	16.94	17.45
5	15.24	15.71	16.17	16.66	17.18	17.69	18.23	18.77
6	16.88	17.41	17.92	18.47	19.00	19.57	20.17	20.78