

Agreement

between the

Wilton School Board

and

**The Florence Rideout Education
Support Staff Association – NEA/NH**

July 1, 2009 - June 30, 2010

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Article I. Recognition

- A. The School Board for the Wilton School District (the "Board") recognizes the Florence Rideout Education Support Staff Association/NEA-NH ("Association") as the exclusive representative for all Instructional Aides and Paraprofessionals as defined in Section I, B, employed by the Wilton School District (the "District") for the purpose of negotiating with the Board with respect to terms of employment pursuant to RSA 273-A.
- B. The term "Instructional Aides" and "Paraprofessionals" shall mean and include: special education, library assistants and other classroom or instructional aides (hereinafter "Support Staff"). All other employees are excluded from this bargaining unit.

Article II. Negotiations Procedure

- A. On or before October 1 of any year preceding the expiration date of this Agreement, either party may notify the other party in writing of its intent to negotiate terms of a successor agreement. Within fourteen (14) calendar days of the receipt of the notice the parties shall meet to exchange proposals.
- B. The parties agree to negotiate according to the procedures set forth in RSA 273-A, and that such negotiations will be in good faith. Each party shall make proposals, counter proposals and exchange data in an effort to reach an accord on all issues raised with respect to terms and conditions of employment.
- C. Any agreement reached upon ratification shall be reduced to writing and signed by the Board and the Association.
- D. If any agreement is not reached by December 1 preceding the termination date of any year, either party may declare an impasse pursuant to RSA 273-A:12.
- E. Either party may, if it desires, utilize the services of outside consultants.
- F. The costs of mediation and/or fact-finding shall be shared by the Board and the Association.

Article III. Association Rights

- A. The Association will have the right to post notices of its activities and matters concerning bargaining unit members in one or more places designated by the District such that each employee should see the notice(s) during the ordinary course of that employee's day. The Association shall also have access to any mail system used by the Support Staff.
- B. The Association shall have the right to use school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for the proper operation of all such equipment.
- C. Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.
- D. The Association shall have the opportunity to make announcements at meetings attended by all of the bargaining unit members. Such announcements will be made either before or after the meeting.

- E. At the request of the Association and with at least forty-eight (48) hours prior notice, the Board shall place the Association on its agenda for regular School Board meetings.
- F. The Bargaining Unit member designated as the Association representative to the NEA-NH Assembly of Delegates, as defined in the NEA-NH Bylaws, shall be granted paid leave to attend the one-day Assembly, provided he or she gives the Principal at least two weeks notice of the specific day.

Article IV. Management Rights

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

- A. Set standards and service offered to the public;
- B. Direct the working forces;
- C. Plan, direct, control and determine the operations or services to be conducted by the School District or by employees of the School District;
- D. Assign and transfer employees on a permanent or temporary (including daily) basis;
- E. Hire, evaluate, promote, or demote employees;
- F. Suspend, discipline or discharge employees;
- G. Relieve employees due to lack of work, funds or other legitimate reasons;
- H. Make and enforce rules and regulations;
- I. Determine days of operation, employees' work schedules and school calendars;
- J. Change methods, equipment or facilities; and
- K. Maintain the efficiency of governmental operations, including the determination of and the right to contract out bargaining unit work as the Board deems in the best interest of the District.

Article V. Payroll Deductions

- A. The Association shall submit to the Superintendent's Office at one time, all dues deduction authorization forms (attached as Appendix A). The Board agrees to deduct from the salary of any bargaining unit member an appropriate remittance for the NEA-NH payments, annuities, credit union and any other plans or programs jointly approved by the Association and the Board. The Board agrees to deduct from employees authorized moneys to be timely transmitted to a reasonable number of annuity companies, credit unions, banks and charitable organizations.
- B. New employees hired during the school year shall be entitled to dues deductions provided that the Association provides the respective deduction form to the Central Office within 30 days of the employee's date of hire. Central Office will transmit any dues deducted to the Treasurer of the Association within 10 business days of the date of the deduction.

- C. The Association agrees to relieve the District and the Board and all of its officers, agents, and employees from any liability in any claim or dispute between any employee and the Association for any deductions made or inadvertently omitted and transmitted in good faith in accordance with the Dues Deduction Authorization Form attached hereto as Appendix A. In the event that an employee rescinds his/her authorization for the District to deduct dues, the District will notify the Association within 14 days thereafter.
- D. The District shall make a 403b or similar tax deferred program available to bargaining unit members. The District, however, shall have no obligation to contribute to such accounts.

Article VI. Grievance Procedure

- A. Definition: A "grievance" is a complaint by a staff member or members, or the Association that there has been a violation, misapplication or misinterpretation of any provision of this Agreement. However, the following administrative actions shall not be grievable, and any claim relating thereto shall not constitute a grievance, unless the action is a disciplinary action against the employee with a negative reference placed in the employee's personnel file:
 1. any claim by a probationary employee (as defined in Section D of Article VII) within sixty (60) days of his or her first period of employment with the District; and
 2. placement on Administrative Leave (as described in Article IX).
- B. Informal Grievance Procedure: The parties acknowledge that it is more desirable for a member and the immediately involved supervisor to resolve problems through free and informal communications, before resorting to more formal measures. Grievances, which are not satisfactorily settled in an informal way, shall be reduced to writing and processed as provided in Section E of this Article.
- C. Right of Representation: A member has the right to have a representative of choice present when processing a grievance. The representative should be an official representative of the Association or if not, the Association has the right to have someone present.
- D. Filing Date: For a claim to be considered a grievance it must be submitted in writing within fifteen (15) days of its occurrence, or from the time the employee or the Association should have known of its occurrence. (See Appendix B for Grievance Report Form).
- E. Formal Greivance Procedure:

Level 1 -- Principal:

The member shall submit the written grievance to his/her Building Principal on the grievance form attached as Appendix B. In order to be considered properly filed, the grievant must identify the specific provision of the Agreement which is alleged to have been violated, the injury or loss which is claimed, and the remedy(ies) sought. If the appeal fails to include any of the above, then the Principal may deny the grievance as a matter of procedure, and any appeal of such decision will be limited to the issue of whether the grievant fulfilled such conditions.

Grievance(s) of a general nature, or involving decisions by the Superintendent or School Board may be submitted by the Association to Level 2.

The Principal will meet with the grievant within ten (10) days of receiving the grievance. A decision by the Principal shall be rendered in writing within ten (10) days of the meeting.

Level 2 -- Superintendent:

If the member or the Association is not satisfied with the Principal's decision, he/she may appeal the decision to the Superintendent of Schools within ten (10) days after receipt of the Principal's decision. If the appeal is timely and includes the requisite information, the Superintendent shall investigate the grievance. The Superintendent's investigation shall include a meeting with the grievant and other participants, to occur within ten (10) days after receipt of the appeal. The requirement for a meeting shall not apply if the decision grieved was made by the Superintendent. The Superintendent shall render his/her decision within twenty (20) days after receipt of the appeal.

Level 3 – Board:

If the member or Association is not satisfied with the decision of the Superintendent, he/she may appeal the decision to the Board. Such an appeal must be made within ten (10) days after receipt of the Superintendent's decision. The appeal shall be in writing and include the specific fault with the Superintendent's decision.

A quorum of the Board shall review the grievance, and shall hold a hearing with those involved in the grievance. The hearing shall be held no more than twenty (20) calendar days after receipt of the appeal. The Board or designated panel shall render its decision in writing ten (10) days after such hearing.

Level 4 – Arbitration:

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

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

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

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

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

- F. Any time periods set forth in this Article may be extended by agreement of the parties. All references to days shall mean calendar days. If a deadline falls on a Saturday or Sunday, a holiday, or a snow day, then the deadline shall be the next business day. All times will be triggered by the receipt by the other party of the appeal or decision at issue.
- G. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level, except at Board level. The Association, however, may demand arbitration in the absence of a timely Board decision. Failure at any level of the procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision at that level, and a waiver of any further appeal or other claim arising from or relating to the same occurrence.
- H. Grievances shall not be made part of any employee's personnel file or used in making employment references.
- I. Until a grievance has been finally determined (by agreement or exhaustion of appeals), a grievant shall continue to fulfill his or her assigned duties, observe applicable rules and regulations, including assignments or directives which may be the subject of the grievance, until the outcome of such grievance has been determined by agreement with the Board.

Article VII. Working Conditions

- A. The District agrees that it will in no way discriminate against bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, domicile, physical characteristics, sexual orientation, disability, or Association membership/activity.
- B. The superintendent of schools will make all assignments and transfers within the District.
- C. On or before July 21st of each year, the Superintendent shall notify each member whether the District has an expectation of re-employing the member for the following year. The notice of expectation of re-employing the member is not a contract for employment and represents only an estimate of the District's anticipated personnel needs.
- D. New employees hired for positions within the recognition clause of the Agreement shall be on probation for sixty (60) workdays. During that time, the employee will receive no sick days or other benefits provided herein. Probationary employees may be terminated at the will of the District. If an employee continues in employment past the expiration of the probationary period, then the employee is entitled to sick and other paid leave days, and medical reimbursement funds retroactive to the date the employee first started work.
- E. Before the beginning of the academic year (or start of work date for employees working in the Summer), each member will receive a notice of hours and wages, which when fully executed will constitute a work agreement for that employee. The work agreement will specify the position, the hourly wage, the employee's anticipated "normal" or "regular" work schedule (hours per day, and days per week). If the position for which the employee is being assigned is anticipated to terminate before the end of the academic year, the individual agreement shall so state.
- F. The number of days/hours in a typical individual work agreement will vary according to the position.
- G. Typical individual work agreements are intended to last the duration of the academic year (180 days). Individual work agreements may, however, involve work during the Summer. Also, because the number of positions within the bargaining unit is subject to unforeseen increases and decreases as the year progresses, the District may permanently modify an individual work agreement, or may terminate such an agreement

as provided in Article IX of this Agreement. In cases where the position is terminated, the employee is entitled to receive his or her hourly pay through the last day actually worked. In addition, although individual work agreements will generally state a certain number of hours the employee is anticipated to work, the needs of the District can fluctuate on a daily basis and an employee's hours may be changed as provided in Sections I and K of this Article .

- H. School Cancellation/ Delayed opening/ Early dismissal: If a school day is delayed in opening or dismissed early due to inclement weather, or an emergency, and yet the day qualifies as a school day, Support Staff will be paid for the hours they would typically have worked for that day. Support Staff may be required to remain at the school until such time that all students have left. If school is cancelled before the school day begins, or if dismissal occurs before the day qualifies as one of the 180 days of required attendance, Support Staff will be compensated only for time worked that day and will be required to work any resulting makeup day at the end of the school year. Although the District will endeavor to provide individual notice of such cancellations or delays, the District will be deemed to have provided adequate notice of the cancellation or delay is broadcast on local radio or television stations prior to the beginning of a member's individual workday.
- I. The District reserves the right to reduce the hours of any member based on daily needs (e.g., 1:1 aide's student is absent). If the member's workday is cancelled, then the District will call the member at least 30 minutes prior to the time that the member is to report to work. If the District is not able to/or does not call or otherwise contact the member prior to that time, and the member reports to work, then the member will be entitled to 2 hours pay and may be assigned accordingly for that period.
- J. Employees will be notified of their normal work hours by their supervisor. Employees will be given fourteen (14) days notice of any permanent change in the normal hours of work.
- K. An Employee's hours may be temporarily changed by a supervisor or managerial employee. A temporary change for purposes of this Article is a change of thirty (30) or fewer consecutive workdays. Notification of such change may be made on the day that the change is to occur or sooner if possible.
- L. The Superintendent retains sole discretionary authority in determining whether there shall be a permanent change to the number of hours stated in a member's individual work agreement.
- M. Nothing in this Article or in the designation of normal work hours constitutes a guarantee of hours and Employees shall be paid only for actual hours worked, unless otherwise provided in this Agreement.
- N. Lunch: Each member working more than five (5) hours per school day shall have a twenty (20) minute, paid duty-free lunch."
- O. Complaints or concerns by parents or other members of the community shall not be used in the evaluation or discipline of a bargaining unit member, unless he or she is apprised of the complaint and given the opportunity for rebuttal.
- P. Discipline: Absent egregious behavior, an emergency, or other compelling circumstances, formal discipline shall be progressive.

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

Dismissal does not include:

1. an administrative leave;
2. a reassignment or reduction in hours resulting from a reduction in demand for District support staff hours (e.g., child for 1:1 aide reduces time in school);
3. an investigative suspension;
4. a decision not to rehire a current or former employee.

All members have the right to have a member of the Association present during any formal disciplinary conference, hearing, etc.. When a request for such representation is made, except in an emergency to protect the welfare of the school or its personnel, no action shall be taken with respect to the employee until a representative of the Association is present.

Q. Personnel Files:

1. The District shall maintain an official personnel file for each employee; which shall include applications for employment, employment agreements, formal evaluations; records of formal disciplinary actions; other documents which the Superintendent or Board deem appropriate; and any other documents required to be kept in the personnel file under the Statutes of the State of New Hampshire.
2. Any member shall have the right, upon reasonable notice, to review and make copies of any information in his or her personnel file. The District reserves the right to require that any such review be in the presence of, and that any copies are to be made by, a District representative. The member shall have the right to be accompanied by an Association representative.
3. Anonymous or unattributed material shall not be placed in a personnel file.
4. The employee shall receive copies of any material to be placed in his/her personnel file. The employee may attach a response to any such material. Such response must be delivered to the Superintendent within fifteen (15) days of the member's receipt of the copy of the material placed, or to be placed, in the personnel file. The District need not reply to the employee's response, and the failure of the District to reply shall not be deemed or construed to be an acceptance of or agreement with the employee's response.
5. It is desirable that the District obtain a signed statement from the member that he or she has received a copy of the material to be placed in his or her personnel file. Such a signed statement shall only constitute evidence of receipt of the material and not as assent to the comments, unless such assent is clearly demonstrated.

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

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

T. To be entitled to full benefits under this Agreement, a member's normal workweek must be a minimum of thirty (30) hours. All members whose normal workweek is less than thirty (30) hours will receive benefits as provided in this Agreement based on the ratio of the normal hours per week to 30 hours (for instance, a

member with a normal workweek of 26 hours (equal to 86% of 30), would receive 86% of the amount allowed a full time member for medical reimbursement). Pay for sick/personal days, however, will be equal to the amount the member would have received had the member worked his or her regularly scheduled hours. Any benefits which are determined by year shall be pro-rated according to the number of months during the school year (10 months) the employee works. In order to qualify as a "month", the employee must work 60% of the hours specified in the employee's individual work agreement.

Article VIII. Assignments, Transfers and Vacancies

Whenever it is practical to do so, the District will post notice of any vacancy or anticipated vacancy for any bargaining unit position. At a minimum, the District will post such vacancy on the bulletin board(s) assigned for Association use, and at other locations such that each bargaining unit member will be likely to see the notice during the normal workday. The District will endeavor to post the vacancy before initial applicant screening and bargaining unit members will be given consideration for such positions upon application. The District will also provide email notice, via the most recent email address to the president of the Association or his/her designee, at the time of posting, or if there has been no posting, as soon as is practicable under the circumstances. The notice will include job title, description, compensation, and requirements for the position.

- A. A vacancy shall be defined as a position within the bargaining unit, presently unfilled, currently filled -- but anticipated to be open in the future, or a new position. Support Staff will have the right to apply to fill vacancies.
- B. Except in exigent circumstances, prior to making any permanent re-assignments during an academic year, the District will discuss the re-assignment and possible alternatives with the affected employee(s).

Article IX. Reduction in Force/Administrative Leave

Should the District find it necessary to eliminate one or more positions within the bargaining unit (to include a reduction by more than 25% in the number of hours for a position), the following processes will be followed:

- A. The Superintendent will notify the President of the Association when such an elimination/reduction is contemplated, the notification shall include the reasons for the elimination, and a statement as to the District's intentions with respect to any personnel reassignments/attrition relating to the elimination.
- B. In the event a position is terminated, the Superintendent retains sole discretionary authority in determining the employee or employees who will not be rehired, reassigned, put on administrative leave, or terminated as the case may be.
- C. In the event that a member is either not rehired or is terminated solely by virtue of the elimination of one or more positions within the bargaining unit, that employee will be deemed to have been placed on "Administrative Leave".
- D. If placed on "Administrative Leave", a member who is then subsequently rehired within two years after the Administrative Leave began will be placed at the same salary track and level of experience, and retain all accumulated sick days as he or she had obtained at the time of the Administrative Leave.
- E. Provided it is allowed by the insurer, a member placed on administrative leave shall continue to receive paid life insurance benefits for thirty (30) days from the date last worked, or, if during the summer, the date he or she receives the Leave Notice. For two years thereafter, the member may continue his or her insurance benefits at his/her own expense (paid in advance).

Article X. Compensation

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

- A. At the time a person is hired for a membership position, the Superintendent or his/her designee shall review such person's work experience prior to being hired by the District and determine the person's experience level for placement on the Wage Schedule. The person will receive one year of experience for purposes of the schedule for each period of full time employment (30 hours per week) for nine months in a field related to the field of the position for which the person is hired. Years of experience for positions within the Bargaining Unit shall not be included as years of experience for positions within any other Bargaining Unit within the District.
- B. In order to qualify as a year of experience for purposes of moving vertically on the Wage Schedule, the member must actually work the equivalent of ninety (90), six (6) hour days during the academic year.
- C. Positions within the bargaining unit are created and maintained on an as needed basis. Consequently, creation or termination of a position requiring certain training, education, or certification (thereby qualifying for an advanced track on the salary schedule) may occur at any time.
- D. As positions within the bargaining unit are created and maintained on an as needed basis, movement to an advanced track on the salary schedule is at the sole discretion of the Superintendent.
- E. Ideally, when a member desires to be considered for a position on a track more advanced than the member's then current track, the member should provide written application to the Superintendent no later than January 15 of the preceding academic year. Members may apply for such advancement before the actual receipt of any necessary credits, degrees or certifications, but in order for the advance in track to occur, the member must provide certification or other proof of completion no later than twenty-one (21) days before the first day of the school year in which the advancement is to take effect.
- F. Except as provided in this Agreement, or in other exceptional circumstances, in order for a member to receive compensation for hours worked beyond the member's normal schedule, the member must first have the excess hours approved by the member's Building Principal.
- G. Retirement: A member who has completed ten (10) or more years of employment in the District, shall receive \$50 for each year of employment with the District. If a member has given notice at least 7 months before the anticipated retirement date (i.e. notice by November 30, 2007 to retire on June 30, 2008), the District will make the appropriate payment within thirty days of the member's last day of employment. Otherwise, the payment will be made at the discretion of the District, but no later than July 15 of the calendar year immediately following the calendar year of retirement.

Article XI. Staff Development

- A. Members will be paid their regular hourly pay for any workshops or training the District requires the member(s) to attend.
- B. Each year the District will make available a "pool" of \$750 for bargaining unit members to attend workshops, conferences, etc. for subjects which are pertinent to the individual member's position in the District. Distribution is on a "first-come, first-serve" basis until the pool is exhausted. Unexpended moneys are not carried over to the next year.

In addition, the District will reimburse members for any classes, training or other staff development a member is required to incur as a condition of maintaining his or her current employment position within the District, and which classes, training, etc., the District does not provide in house.

In order to receive reimbursement, the member must receive prior approval for the class, training, or other staff development activity, and must receive a Grade of B or better, or a "Pass" if there is no letter grade.

Article XII. Leave Benefits

- A. Sick Leave: In addition to leaves as provided in Article IX, above, unit members will be allowed leave for personal illness or illness of a minor dependent of the employee's ("sick day") or for other personal reasons ("personal day"), subject to the following:
1. Each member shall accrue ten (10) sick days at the beginning of the school year.
 2. In order to be eligible to be compensated for a sick day, the employee must call the school office no less than 60 minutes before the start of school.
 3. If a member is absent three or more times during any single four week period, then upon request from the District, that person must provide certification from a physician or nurse practitioner confirming the illness of the employee or minor child of the employee, or other reliable evidence for the purpose of the absences.
 4. Members may accumulate a maximum of fifteen (15) unused sick days, to be carried over to the next academic year, and which are to be added to the maximum of nine (9) days for that new academic year. The days carried over, however, may only be used as sick days (personal illness or the illness of a minor dependent).
 5. Unit members shall be given a written accounting of their accumulated sick leave at the beginning of each school year.
 6. A member shall not be compensated for accumulated or other sick or personal days upon the permanent or temporary cessation of employment with the District.
- B. Sick Day Bank. Bargaining unit members are eligible to participate in a sick day bank which shall be administered jointly by the Association and the Administration.
1. Purpose: The purpose of the Sick Bank is to provide additional sick days to sick day bank participants who have exhausted their annual and accumulated sick leave due to serious and prolonged personal illness.
 2. Participation: Participation is voluntary by way of election. In the beginning of each school year (or at the time of hire for new hires), the Administration will provide all members with an election form.
 - a. New members: To join the sick bank, members must return the form within 21 calendar days of receiving the form, at which time they will be required to contribute up to 2 sick days as set forth in ¶4, c, below.
 - b. Renewal: Members who participated in the Sick Bank the preceding year will be automatically enrolled unless they opt-out of the sick bank by returning the election form within 21 days of receiving it.

3. Administration: The sick bank will be administered by a "Review Board" of 5 members appointed by the Association Executive Board with cooperation with the Superintendent. The Association President will serve as an alternate in case of conflict of interest. The President may appoint a designee to take his/her place. The Superintendent will be notified in advance of the time and place of each meeting of the Review Board and may attend meetings or designate an administrator as his/her representative. The Superintendent or his/her designee shall be entitled to vote on any matters before the Review Board.

The Review Board may establish procedures for administering the Sick Bank, which may include different utilization allowances based upon years of service, contributions, etc..

4. Sick Day Bank Contributions and Balance:

- a. Maximum Balance: The "maximum balance" of sick days for the Sick Bank is 75 days.
- b. Carryover: The Sick Bank balance may carry-over to the next year.
- c. New Member Contributions: New members will be required to contribute the greater of 2 sick days or the difference between the maximum balance and the then current balance (e.g., if the current sick bank balance is 74, a new member will be required to contribute 1 day). For members joining during the annual election period, the contribution requirement will be pro-rated, rounding up to the nearest half-day increment (e.g., if three members are joining when the balance is 74, each is required to contribute 1/2 a day).
- d. Annual Contributions: At the beginning of each year, once the new member contributions have been calculated, each returning member will be required to contribute up to one sick day using the same rules of rounding as described for new members in the preceding paragraph.
- e. Minimum Balance: In the event that the sick bank balance is diminished during a school year to 25 days, all then current members of the Sick Bank will be required to contribute up to 1 additional day. For an individual member who has exhausted his/her earned sick leave, the requirement to contribute additional day(s) may be waived by the review board with the understanding that the delayed contribution would be made from the following year's sick leave.
- f. Special Provision: In addition to the annual contribution of 1 day per year, until such time that the total number of days reaches 75 days for the first time, members may contribute additional days with no limit, but must do so before October 1 of a school year. The Review Board may determine whether such contributions to the initial maximum shall be mandatory for those participating in the Sick Bank.

5. Utilization of Sick Bank Days:

- a. Request: Participants may apply for a specific withdrawal from the Sick Bank by contacting the Association President.
- b. General Usage: The Sick Bank may be used only for serious and prolonged personal illness or injury. Voluntary and unnecessary medical procedures, and childbirth (absent serious complications), are not considered personal illness or injury.
- c. Evidence of Need: The Review Board may require a doctor's note and may request input from the Administration.

- d. Administrative Input: The Superintendent may provide the Review Board with information which the Superintendent deems appropriate and helpful to the Review Board's deliberations.
 - e. Review Board Decision: Decisions of the review board will be honored by the administration as well as by members who apply for withdrawal of sick days.
- C. Each member will accrue one (1) day personal leave ("personal day") on October 1, and a second on June 1, provided such member has worked at least 60% of the days he or she was otherwise scheduled to work during that quarter. Except in cases of an emergency, the employee must submit a written request to the Principal or designee at least two full school days before the requested personal day. No personal days may be taken adjacent to school holidays or vacations except in emergencies. There is no accumulation of personal days.
- D. Each member will receive one (1) day personal leave ("personal day") at the end of each of the 1st and 3rd academic quarters, provided such member has worked at least 60% of the days he or she was otherwise scheduled to work during that quarter. Except in cases of an emergency, the employee must submit a written request to the Principal or designee at least two full school days before the requested personal day. No personal days may be taken adjacent to school holidays or vacations except in emergencies. There is no accumulation of personal days.
- E. FMLA Leave: Eligible members are entitled to benefits as provided in the Family and Medical Leave Act of 1993, PL 103-3 and all subsequent amendments thereto. The District shall determine the method by which days shall be allocated under the Act.
- F. Other Leave - Unpaid: Bargaining unit members shall also be entitled to other leaves – unpaid -- as provided in sections E – H of this Article,
1. All requests for leaves of absence shall be made in writing, shall be granted in writing, and shall not be modified except in writing.
 2. Any member on an unpaid leave under this Article has the option of continuing insurance benefits at his/her own expense (paid in advance).
 3. All benefits to which a Support Staff member was entitled at the time s/he commenced any leave under this Article shall be restored upon his/her return, provided such benefits remain legally permissible and available under any then applicable collective bargaining agreement.
 4. The member may return to the District as an employee at the end of the Leave provided a) the member's position, or other similar position is then available, and b) the member pursued the purpose for which the Leave was granted.
 5. A leave will not cause any loss of experience on the Salary Schedule, but experience shall not accrue during the leave. Upon return, the member will be placed at the same salary track and level of experience, and retain all accumulated sick days he or she had obtained at the time the leave commenced.
- G. Bereavement Leave: The District will grant a paid leave of up to four (4) days for the death of a member of a bargaining unit member's immediate family or household.
- H. Association Leave: Subject to verification by the Association President, the bargaining unit shall be entitled to five (5) days per year of paid leave for Association business. The Association will reimburse the District for the cost of any substitute.

- I. Discretionary Leave: Upon written request to the Superintendent, and for good cause, the Board may, at its sole discretion, grant other unpaid leave. The denial of leave under this paragraph shall not be grievable.
- J. Military/Jury Duty: Bargaining unit members will be granted up to five (5) days paid leave per academic year for military reserve/national guard duty, and up to five (5) days paid leave for jury or agency duty. The amount paid by the District will be the difference between the amount the member receives for the military or jury duty and the amount of compensation the member would ordinarily receive from the District for the specific day the member is on such leave.

Article XIII. Life Insurance and Other Benefits

- A. Section 125 Flex Savings Account – Medical Expenses: The District will make a Flexible Savings Account (“FSA”) plan available for reimbursement of health, dental and child care expenses as provided under section 125 of the Internal Revenue Code. The District will pay an additional \$1,200 each year (pro-rated) toward the wages of each bargaining unit member, irrespective of whether such member participates in an FSA. The District will be responsible for all third party fees and costs required for administration of the plan.
- B. Life Insurance: The District shall pay the cost of providing \$30,000 of term life insurance with accidental death and dismemberment to all employees covered by this Agreement.
- C. Summer Benefits: Any member employed as of the end of an academic year shall receive benefits under this Article through the summer vacation.

Article XIV. Severability

If any provision of this Agreement is found contrary to law, then such provision will not be deemed valid and subsisting except to the extent permitted by law; provided, however, that all other provisions of this agreement will continue in full force and effect. The parties shall promptly renegotiate the subject matter relating to any provision found contrary to law.

Article XV. Notices

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

- A. the date of a return receipt for USPS Certified Mail;
- B. the date of a signed record of delivery by Federal express, or some other commercial carrier;
- C. the date of any signed receipt from the person to whom the notice is directed;
- D. the date shown on any affidavit (which need not be acknowledged) completed by a New Hampshire resident over the age of eighteen that the notice, etc. was delivered in hand to the person to whom the notice is directed, or the person’s residence. The limitation to New Hampshire residency shall not apply to bargaining unit members, representatives of the NEA-NH, or employees of the District or SAU #63;
- E. the date and time shown on any fax confirmation receipt or email, provided that a copy of the fax or email is forwarded via first class US mail no more than one business day after the date of the fax or email;

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

It is the duty of individual bargaining unit members to keep the SAU office apprised of current telephone numbers, and residential, mailing and email addresses.

Article XVI. Entire Agreement

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

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### WILTON SCHOOL BOARD

By: Robert S. Hayward

Date: 9/17/09

### FLORENCE RIDEOUT EDUCATION SUPPORT ASSOCIATION - NEA/NH

By: Kelly Enrack

Date: 9/17/09

By: Deborah Diamantopoulos

Date: 9/17/09

By: Deborah Ducharme

Date: 9/16/09

**APPENDIX A**

**FLORENCE RIDEOUT EDUCATION SUPPORT STAFF ASSOCIATION  
DUES DEDUCTION AUTHORIZATION FORM**

Name \_\_\_\_\_ School Year \_\_\_\_\_

I hereby authorize the Wilton School District to withhold from my salary the sum of \$ \_\_\_\_\_ for membership dues as follows:

|                                                                                        |          |
|----------------------------------------------------------------------------------------|----------|
| For membership in the Florence Rideout<br>Education Support Staff Association (FRESSA) | \$ _____ |
| For membership in NEA-NH                                                               | \$ _____ |
| For membership in NEA                                                                  | \$ _____ |

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

- \_\_\_\_\_ In installments, through payroll deductions
- \_\_\_\_\_ In one sum, from pay check
- \_\_\_\_\_ By check in one sum, to the FRESSA treasurer by \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FRESSA CBA

Grievance Report Form

STEP ONE

Grievant: \_\_\_\_\_

To: \_\_\_\_\_  
Name of Principal

Date received by Principal

(Meet w/Grievant within 10 days, decision w/in 10 days thereafter)

**MUST BE RECEIVED BY PRINCIPAL WITHIN 15 CALENDAR DAYS OF OCCURRENCE**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Grievant's Signature) Date

Answer given by Principal (Meet with grievant w/in 10 days, answer due w/in 10 days thereafter): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Principal's or representative's Signature) Date

Grievance Report Form

**STEP TWO**  
**(Appeal to Superintendent)**

**Date received by Superintendent**

(Meet w/Grievant within 10 days, decision w/in 20 days after date appeal is received)

Grievant's appeal of Principal's decision (due within 10 days of Principal's decision): \_\_\_\_\_

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\_\_\_\_\_  
(Grievant's or Representative's Signature)

\_\_\_\_\_  
Date

Answer/Decision of Superintendent (Meet with grievant w/in 10 days, answer due w/in 20 days after receipt of appeal):

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\_\_\_\_\_  
(Superintendent's or Representative's Signature)

\_\_\_\_\_  
Date



FLORENCE RIDEOUT SUPPORT STAFF

HOURLY WAGE SCHEDULE

| 2009-2010        |       |                                           |                                        |                         |                                          |
|------------------|-------|-------------------------------------------|----------------------------------------|-------------------------|------------------------------------------|
| Experience Level | Steps | TRACK A                                   | TRACK B                                | TRACK C                 | TRACK D                                  |
|                  |       | Aide Requiring No Degree or Certification | Aide Requiring Degree or Certification | Personal Care Assistant | Position Requiring CNA/LPN Certification |
| 0-3 years        | 1     | \$11.96                                   | \$12.24                                | \$14.69                 | \$17.14                                  |
| 4-6 years        | 2     | \$12.65                                   | \$12.94                                | \$15.23                 | \$17.68                                  |
| 7-9 years        | 3     | \$13.91                                   | \$14.20                                | \$15.79                 | \$18.24                                  |
| 10-11 years      | 4     | \$14.03                                   | \$14.31                                | \$16.33                 | \$18.78                                  |
| 12+ years        | 5     | \$15.41                                   | \$15.68                                | \$16.88                 | \$19.33                                  |