

*AGREEMENT BETWEEN*

*THE HOLDERNESS SCHOOL BOARD*

*AND*

*THE HOLDERNESS SUPPORT STAFF*

*ASSOCIATION*

*July 1, 2014 – June 30, 2017*

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## AGREEMENT

*This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Holderness School Board, hereinafter called the "Board," and the Holderness Support Staff Association affiliated with NEA-New Hampshire and the National Education Association, hereinafter called the "Association." Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of R.S.A. 273-A.*

## DEFINITIONS

**SCHOOL:** *The term "School," as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Holderness School District.*

**EMPLOYEE:** *The term "Employee," as used in this Agreement, means a person employed by the Board as defined in Article I, Section I, of this Agreement.*

**EMPLOYEE REPRESENTATIVE:** *The term "Employee Representative," as used in this Agreement, means any designated Association Representative.*

**PERSON:** *The term "Person," as used in this Agreement, means a person employed by the Board as defined in Article I. Whenever the singular is used in this Agreement, it is to include the plural and any reference to male also includes female.*

**DAYS:** *The term "Days," as used in this Agreement, means school days or, if during summer recess, it shall mean Monday through Friday excluding holidays.*

## ARTICLE I RECOGNITION

**1.1** *The Holderness School Board hereby recognizes the Holderness Support Staff Association as the exclusive representative for all positions certified by the New Hampshire Public Labor Relations Board. The term employee shall include individuals working in the certified positions.*

## ARTICLE II JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

**2.1** *The Board reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District and its employees; (b) to assign and direct the work of their employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District; (d) to suspend, demote, discharge, withhold all salary increases at the highest step or increment wage increases, whichever applies, or take any other disciplinary action against the employees; (e) to act unilaterally including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the Agreement; (f) to maintain and direct the efficiency of government operations; (g) to relieve employees from duties; (h) to take actions as may be necessary to carry out the*

*mission of the agency in emergencies; and (i) to determine the methods, means and personnel by which operations are to be conducted, so as to continue public control of governmental functions.*

*The parties understand the Board may not lawfully delegate the power or authority which, by law is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include regulations lawfully passed by the New Hampshire State Board of Education.*

**ARTICLE III**  
**PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- 3.1 *NOTICE: On or before October first (1) of the prior year in which this Agreement is subject to renegotiation, and subject to compliance with Article 13, either the Association or the School Board may notify the other of its desire to modify the terms and conditions of this Agreement.*
- 3.2 *AUTHORITY TO NEGOTIATE: The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete tentative agreement, subject to ratification by the Board and the Association.*
- 3.3 *NON CONFIDENTIAL INFORMATION: The Board or its designee agrees to supply the Association with such non-confidential information as is reasonably and timely requested by the Association.*
- 3.4 *IMPASSE: If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement; either party may declare an impasse. In the event of an impasse, either party may request assistance from the New Hampshire Public Employee Labor Relations Board (PELRB) in selection/appointment of a mediator. If the mediator is unable to effect settlement of the impasse, either party may, by notification to the other, request that their differences be submitted to fact finding and seek the assistance of NH PELRB in the selection/appointment of a fact finder. Selection of third party neutral mediators and fact finders may also be by mutual agreement, in which case the parties shall so notify NH PELRB.*
- 3.5 *COST OF THIRD PARTIES: The costs for the services of mediators and/or fact finders, including per diem expenses, if any, will be shared equally by the Board and the Association.*
- 3.6 *FILING OF AGREEMENT: A copy of any agreement reached hereunder will be filed by the Board with the PELRB within fourteen (14) days of its execution.*
- 3.7 *SECURING OF FUNDS: Any agreement reached shall be reduced to writing and signed by the Board and Association. The Board shall make a good faith effort to secure the funds necessary to implement said agreements as per NH State law.*

- 3.8 *APPROPRIATIONS: If the moneys to fund the economic provisions in the first year of any agreement are not appropriated as provided in this Article, Section 3.8, then either party may reopen negotiations on all or part of the entire agreement.*

#### *ARTICLE IV ASSOCIATION RIGHTS*

- 4.1 *USE OF BUILDINGS: The Association will have the right to use school buildings during non-student day hours, without cost, for meetings. Notice for the use of buildings will be made to the Principal in advance. Representatives of the Association shall have the right to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.*
- 4.2 *SPEAK AT EMPLOYEE MEETINGS: The Association will, upon request, be given an opportunity at employee meetings to present brief announcements.*
- 4.3 *POST NOTICES: The Association will have the right to post notices on its activities and matters of employee concern in employee work locations and shall have the use of the employee mailbox system and school mail facilities.*
- 4.4 *DUES DEDUCTION: Upon notification by an employee, the Board will deduct dues and forward such deduction to the Association's Treasurer or his designee. Any member of the bargaining unit who elects not to join the Association shall, as a condition of employment by the District, execute an authorization for the deduction of a 'representation fee' which shall be a sum equivalent to 85% of membership dues and assessments required to be paid by members of the Association. Such representation fee shall be deducted from the employee's salary and transmitted to the Association according to the same schedule as membership dues. The Association shall indemnify and save the School District harmless against any claims, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the School District for the purpose of deducting Association dues or representation fees.*
- 4.5 *USE OF EQUIPMENT: The Association may use school equipment normally used by employees for Association activities.*
- 4.6 *SOLE BARGAINING AGENT: As long as the Holderness Support Staff Association is certified as the representative of these Holderness employees pursuant to RSA 273-A, the rights and privileges set forth in this Agreement shall not be granted to any other bargaining agent.*

#### *ARTICLE V EMPLOYEE RIGHTS*

- 5.1 *DISCIPLINE MEETINGS: An administrator may meet with an employee at any time to investigate an incident. The employee may have a union representative present if the employee desires. However, any time an employee*

*is required to appear before a representative of the District concerning disciplinary action, suspension, or dismissal, the employee shall be notified in writing and given reasons for the meeting. The employee shall be entitled to representation and advanced notice of one (1) workday prior to the meeting. Any employee suspended pending disciplinary action will continue to receive his/her regular salary pending a final decision in the matter.*

- 5.2 **INDIVIDUAL CONTRACTS:** *Individual contracts shall be issued annually no later than June 15 of each year. Support staff shall be notified of nomination within two days of the May School Board meeting.*
- 5.2.1 *Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, it shall be considered invalid and this Agreement shall be controlling.*
- 5.3 **ADMINISTERING MEDICATION:** *No employee shall be required to administer medication without approval of the Principal or his designee.*
- 5.4 **NH RETIREMENT SYSTEM:** *All employees who meet the minimum eligibility for membership in the NH Retirement System (NHRS) shall be enrolled in the NHRS.*
- 5.5 **UNSAFE CONDITIONS:** *Employees shall bring unsafe or hazardous conditions to the attention of the administration who shall investigate the condition and take necessary steps to correct the condition if warranted.*

#### **ARTICLE VI PERSONNEL MATTERS**

- 6.1 **ACCESS TO PERSONNEL FILE:** *Each employee shall be entitled to access his/her personnel file at any time upon twenty-four (24) hour notice to the Superintendent or his/her designee. The Superintendent or his/her designee will be in the presence of the employee during their review. The employee may, if she/he wishes, have a representative of the Association accompany him/her during such review.*
- 6.2 **RESPONSE TO PERSONNEL FILE:** *The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall be made a part of said employee's file. Reproductions of such material may be made by hand or copying machine, if available.*
- 6.3 **IMMEDIATE SUPERVISOR:** *The Building Principal or his designee shall be the immediate supervisor of all bargaining unit members.*
- 6.4 **WRITTEN COMPLAINTS:** *Written complaints regarding an employee which are to be placed in any personnel file or which may be used to evaluate or discipline an employee shall be promptly investigated. The employee shall be given prompt notice of such complaint and shall be given the opportunity to respond.*

**ARTICLE VII**  
**CONDITIONS OF EMPLOYMENT**

- 7.1 **OVERTIME:** *No employee shall work overtime at any time without the verbal or written authorization of the Principal. The District will comply with the Fair Labor Standards Act for all hours worked in excess of eight (8) per day or forty hours per week. Disposition of Compensatory time shall be in accordance with the Fair Labor Standards Act.*
- 7.2 **DUTY FREE LUNCH:** *The District will continue to make a good faith effort to provide a duty free lunch of at least thirty (30) minutes in duration. The employee may leave the premises during their lunch, but will notify the Principal or his/her designee.*
- 7.3 **SUBSTITUTES:** *Any member of the bargaining unit who is asked to substitute for another employee at least one school day will be compensated at whichever salary is greater, the employee's pay or the substitute's pay.*
- 7.4 **PROFESSIONAL DEVELOPMENT:** *The Holderness School District recognizes the importance of professional and personal development. The Holderness School Board, at its discretion, may make funds available to finance professional development opportunities for its staff.*
- 7.4.1 *The District will pay the full cost of one (1) course per year for each employee at the Plymouth State University rate. The class must relate to the job function of the individual employee. The employee will prepay for the course. The District will reimburse the employee within 45 days of request for reimbursement. The Board will approve pre-payment upon request.*
- 7.4.2 *The procedure to access workshop funds, if available, is for a staff member to apply to the Principal for permission to attend a workshop. The Principal, in his/her discretion, determines if the workshop is relevant to the job the applicant is required to perform for the district.*
- 7.4.3 *Upon approval by the Principal, the request will be submitted to the Superintendent. If approved by the Superintendent the cost of the activity will be paid in advance by the District. It is understood that advance payments can only be made if the staff member requests the payment, using appropriate forms, 45 days in advance of the activity. If the sponsoring institution will accept a purchase order and the employee has made a request for a purchase order within 10 business days of the activity then the District will process the purchase order so that the District's billed directly. In addition, the applicant shall be reimbursed for mileage and paid for the day. If the applicant does not attend or complete the activity, or in the case of college courses, does not attain a grade of "C" or better, the applicant shall repay the District the cost through payroll deduction.*
- 7.5 **COST OF CERTIFICATION:** *The Board will pay the employee's cost for certification or recertification for Medicaid reimbursement purposes.*

7.6 **SCHOOL YEAR EMPLOYEES:** *The work year for school year full time employees shall be 182 days.*

7.7 **HOLIDAYS:** *School year employees shall be granted the following paid holidays:*

2014-2015 *New Year's Day*

2015-2016 *Thanksgiving Day  
New Year's Day*

2016-2017 *Thanksgiving Day  
Christmas Day  
New Year's Day*

**ARTICLE VIII  
RATES OF PAY**

8.1 **Base Wage Rate:**  
*See Appendix A*

**ARTICLE IX  
GRIEVANCE PROCEDURE**

9.1 **DEFINITION:** *A "grievance" is a claim by an employee, a group of employees for the Association based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved employee" is the person or persons making the claim. All time limits specified in this Article shall mean school days, except after the end of the regular school year when they shall mean Mondays through Fridays excluding holidays.*

9.2 **PURPOSE:** *The parties acknowledge that it is more desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure within 30 days of the "aggrieved employee" becoming aware of the event or condition on which the grievance is based.*

9.3 **RIGHT OF REPRESENTATION:** *An employee covered by this Agreement shall have the right to have an Association representative present at any time.*

9.4 **FORMAL PROCEDURE:** *The written grievance shall state the specified alleged violation or condition with reference to the Agreement. It shall also set forth names, dates and action requested to correct the grievance. This written statement must be filed within thirty (30) days of the "aggrieved employee" becoming aware of the event or condition on which the grievance is based.*

**LEVEL A.** *Within ten (10) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved employee. Within ten (10) days following such meeting, the Principal shall give his/her answer in writing. If the grievance is*

*not settled at this level, then it may be referred to the Superintendent at Level B within ten (10) days of the receipt of an answer given at this level, or, if no answer is given, within ten (10) days of its submission to this level.*

**LEVEL B.** *Within ten (10) of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within ten (10) days of any such meeting.*

**LEVEL C.** *If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant, the decision may be appealed to the School Board within ten (10) days of receipt of the answer at Level B. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration.*

**LEVEL D.** *If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, the parties shall apply to the American Arbitration Association (AAA), or by mutual agreement, and select an arbitrator to hear the case under the rules and procedures of the AAA service. The scope of the arbitrator's authority shall be limited to interpretation and application of the terms of this agreement and issues of procedural and substantive arbitrability. He/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall be advisory and not binding upon the parties. The parties agree to share equally in all expenses associated with the arbitration.*

**9.5** *TIME EXTENSIONS: Time periods specified in this procedure may be extended by mutual agreement.*

**9.6** *GENERAL GRIEVANCES: Grievances(s) of a general nature or involving the Superintendent may be submitted by the Association to Level B.*

**9.7** *ASSOCIATION RIGHTS: Once a grievance is reduced to writing the Association shall have the right to be present and to present its position at all meetings concerning said grievance, and shall receive a copy of all decisions rendered.*

**9.7.1** *When an employee is not represented by the Association in the processing of a grievance, the administration shall inform the Association at the time the grievance is submitted in writing and of all meetings at any higher level.*

**9.8** *FAILURE TO COMMUNICATE DECISIONS: Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person or the Association to proceed to the next level.*

**ARTICLE X  
LEAVES OF ABSENCE**

- 10.1 **LEGITIMATE PURPOSE:** *It is agreed that the use of leave days shall be confined to the legitimate purposes provided in this Article. The School Board may, at its sole discretion, extend the leaves set forth herein.*
- 10.2 **SICK LEAVE:** *Sick leave shall be used only for a personal illness or disability or an illness or disability of a member of the employee's immediate family.*
- 10.2.1 *Immediate family is defined as spouse, child, or other family member who permanently resides in the employee's home.*
- 10.2.2 *Sick leave shall be provided at a rate of twelve (12) days available at the beginning of the school year. Unused sick days shall accumulate up to 60 days.*
- 10.3 **PERSONAL LEAVE:** *Employees shall be granted three (3) non-cumulative personal leave days per year with forty eight (48) hours notice to the Principal or Central Office Administration assigned to Holderness.*
- 10.3.1 *Additional days with or without pay, shall be at the discretion of the Administration and such action by the Administration.*
- 10.3.2 *To be eligible for personal leave under this section, written notification shall (except in an emergency) be presented to the Principal at least two (2) days prior to any such personal leave.*
- 10.4 **WORKERS COMPENSATION:** *All employees will be covered by the laws of the State of New Hampshire regarding Worker's Compensation.*
- 10.5 **JURY DUTY:** *An employee called as a juror shall be excused from his/her duties for the actual time involved in said service. The employee shall continue to receive his/her salary and reimburse the jury pay to the District after documented expenses.*
- 10.6 **BEREAVEMENT LEAVE:** *The Board shall grant three days for Bereavement leave in the event of death of a support staff's spouse, child, parent, sibling, grandparent, grandchild, or the same relation of the spouse, or other family member who permanently resides in the employee's home. Additional days may be granted by application to the Superintendent.*
- 10.7 **FAMILY MEDICAL LEAVE ACT:** *The District will comply with the Family Medical Leave Act.*
- 10.8 **OTHER LEAVE:** *Leave for other reasons, paid or not paid, shall be granted at the discretion of the Board.*
- 10.9 **LEAVE EXTENSIONS:** *Leaves of absence may be extended by the Board. All requests for extension or renewals of leave will be applied for and granted in writing. Such requests shall be made prior to January first.*
- 10.10 **Sick Leave Bank –** *A sick leave bank shall be created for use by members of the bargaining unit under the following conditions:*

- a. *The sick leave bank is established and maintained by each bargaining unit member's donation of one (1) or two (2) of his/her sick leave days, which that member is eligible for under this agreement, during the contribution period which shall be during October each year.*
- b. *To become eligible for benefits from the bank, the bargaining unit member must have exhausted all of his/her sick leave, provided medical evidence of disability, and have donated a day into the pool. Allotments of up to 20 days per request may be granted by the Bank. If additional days are needed, the employee must reapply to the Bank.*
- c. *During the current year, should the days in the sick leave bank be used up, bargaining unit members may, if they so desire, contribute an additional day to ensure an amount is always available in any one year. The District will not add to the pool in the event of these supplemental contributions by unit members.*
- d. *Unused days will accumulate from year to year. The pool may contain, at maximum, one hundred (100) days. When this level is reached, no additional contributions to the pool are permitted. However, new employees shall be permitted to join the bank by contributing a day to the pool. This will not increase the maximum.*
- e. *The pool will be administered by the Association.*

**ARTICLE XI  
INSURANCE & HEALTH BENEFIT**

**11.1 HEALTH INSURANCE:** *Employees choosing to purchase health insurance from the School District may select among these Board approved plans: Blue Cross Blue Shield JY, Blue Choice Three Tier, Comp 100 or Matthew Thornton HMO.*

*The District will provide the following amounts toward the purchase of District offered health insurance based on the weekly hours worked: (percentages shall be for Matthew Thornton HMO. Employees may purchase other district approved plans by paying the difference)*

<i>Under 30 hours per week</i>	<i>50% of single</i>
<i>30 or more but less than 35</i>	<i>80% of single</i>
<i>35 or more hours per week</i>	<i>90% of single</i>

**11.2** *Employees hired prior to July 1, 2006, who chose not to take District contribution toward Health Insurance shall receive \$2,000 each year of the agreement. Employees may select a lump sum payment with or in the final pay period or to receive the amount divided in equal installments over the pay periods. Employees hired on or after July 1, 2006 who chose not to take District contribution toward Health Insurance and work 35 or more hours per week shall receive \$2,000; those contracted for less than 35 hours per week shall received a pro-rated benefit based on hours worked.*

**11.2.1** *Employees hired after the start of the contract year shall receive a pro-rated portion of the \$2,000 for the first year of employment.*

- 11.3 **COMPREHENSIVE PROPERTY & LIABILITY INSURANCE:** *The District shall provide comprehensive property and liability insurance for the facility and the employees.*
- 11.4 **Dental Insurance**  
*Employee may purchase dental insurance at the group rate.*
- 11.5 *Section 125 accounts will be made available to employees.*

**ARTICLE XII  
MISCELLANEOUS PROVISIONS**

- 12.1 **SAVINGS CLAUSE:** *If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in the full force and effect unless and until such provisions are changed in negotiations.*
- 12.2 **MAINTENANCE OF STANDARDS:** *Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of the Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the School Board in force on said date shall continue to be so applicable during the term of this Agreement.*
- 12.3 **PRINTING THE AGREEMENT:** *Copies of this agreement shall be printed at the joint expense of the Board and the Association within thirty (30) days after the agreement is signed and will be distributed to all employees now employed, and/or hereafter employed by the Board.*

**ARTICLE XIII  
NOTICE UNDER THE AGREEMENT**

- 13.1 **NOTICE TO THE BOARD:** *Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Holderness School Board Chairman directly and the Holderness School Board, c/o Superintendent of Schools, School Administrative Unit #48, 47 Old Ward Bridge Road, Plymouth, NH 03264.*
- 13.2 **NOTICE TO THE ASSOCIATION:** *Whenever written notice to the Holderness Support Staff Association is provided for in this Agreement, such notice shall be addressed to the President of the Holderness Support Staff Association at their then current address.*

**ARTICLE XIV  
VACANCIES**

- 14.1 **NOTICE:** *Notice of vacancies for bargaining unit positions and/or other non-certified positions, including co-curricular openings, will be posted on the official bulletin board in the school, in addition to being posted in the playground room and the teachers' room, when school is in session, and sent to the President of the Association when school is not in session.*

14.2 **POSTING:** All vacancies shall be posted for eight (8) days prior to seeking applicants outside the District. Such notices shall contain the following:

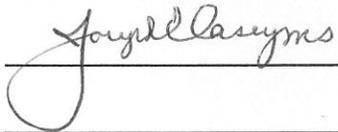
1. Date of posting;
2. Description of the position, (including classification, starting date and Rate (of pay));
3. Location of the work;
4. Requirements/qualifications of the position (including hours to be worked);
5. Name of the person to whom the application is to be submitted and
6. The closing date by which time the application must be submitted.

**ARTICLE XV  
DURATION OF AGREEMENT**

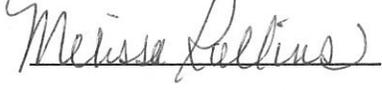
15.1 This agreement shall take effect July 1, 2014 and continue in full force effect until twelve o'clock midnight June 30, 2017.

Dated at Holderness, New Hampshire, the 14 day of May, 2014.

**HOLDERNESS SCHOOL DISTRICT**  
By its Board

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

**HOLDERNESS SUPPORT  
STAFF ASSOCIATION** by:

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

**APPENDIX A**

**Instructional Aides**

*The salary schedule for instructional aides in the 2011-2012 school year is adjusted upward by 1% on each step. This one time, 1% permanent increase in their salary schedule is to compensate for their having to occasionally work during their duty free lunch period.*

1	2	3	4	5	6	7	8	9	10
12.14	12.56	13.01	13.45	13.93	14.42	14.93	15.44	15.99	16.54

**Non Instructional Aides, Building Services**

1	2	3	4	5	6	7	8	9	10
10.82	11.20	11.60	12.00	12.41	12.85	13.30	13.77	14.25	14.75

**Compensation**

2014 – 2015     *A step for those that have one, 3% for those “off step.”*

2015 – 2016     *A step for those that have one, 3% for those “off step.”*

2016 – 2017     *A step for those that have one, 3% for those “off step.”*

**APPENDIX B**

**Sidebar**

*The Holderness School Board hereby notifies the Association that it intends to contract privately for food service and to layoff food service employees in the bargaining unit after the current collective bargaining agreement expires on June 30, 2014.*

*Current employees will be offered a position with the subcontractor and that job offer will be at Holderness Central School.*

*Current employees will be given a severance payment of \$250 at the conclusion of the 2013-2014 school year.*

*Joyce Casper*  
\_\_\_\_\_  
Chairperson, Holderness School Board

*5/14/14*  
\_\_\_\_\_  
Date

*Melissa Collins*  
\_\_\_\_\_  
President, Holderness Support Staff  
Association

*5-8-14*  
\_\_\_\_\_  
Date