COLLECTIVE BARGAINING AGREEMENT

between the

Rye School Board

and the

Rye Educational Support
Personnel Association

July 1, 2013

through

June 30, 2016

Rye School District
c/o School Administrative Unit Fifty
48 Post Road
Greenland, NH 03840

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ARTICLE 1

RECOGNITION

The Rye School Board, hereinafter referred to as the Board, recognizes the Rye Educational Support Personnel Association, (RESPA), NEA-New Hampshire, hereinafter referred to as the Association, as the exclusive representative of a bargaining unit certified by the Public Employee Labor Relations Board (PELRB) (Case No. –0762) on January 29, 1999, to include the following categories: all educational support personnel including the following titles: building custodian, information systems technology specialist, IST/media associate, food service manager, food service assistant manager, food service assistant, head custodian, para-educator, secretary, secretary assistant, sign interpreter, and special education aide. Any changes to the educational support personnel category will only be added or deleted by mutual consent to coincide with the hiring probationary period. 1-1.0

Definitions: 1-2.0

Administration refers to the executive authority and responsibility vested by the Board and the State in the office of the Superintendent of Schools, Assistant Superintendent of Schools, Building Principal, Business Administrator, Special Education Director, Information Systems Technology Director, and Information Systems Technology Integrator. 1-2.1

Agreement refers to the Collective Bargaining Agreement (CBA) as agreed to between the Board and the Association. 1-2.2

Association means the collective bargaining unit referred to as the Rye Educational Support Personnel Association (RESPA). 1-2.3

Board means the collective individuals legally referred to as the Rye School Board elected by the residents of the Rye School District. 1-2.4

Building Administrator/Principal means the responsible administrative head of his/her respective school. 1-2.5

Days will refer to calendar days, and shall exclude Saturdays, Sundays and legal holidays. 1-2.6

District refers to the Rye School District. 1-2.7

Employee means a person employed by the Board, as defined in Article 1, Section 1-1.0 of this Agreement. 1-2.8

Fair Share shall mean monies deducted from nonmembers to serve as an agency fee. 1-2.9

Full-time employee refers to a person who is working thirty (30) or more hours per week. The employee is entitled to benefits as stated in the Agreement. 1-2.10

Grievance shall mean a complaint by an employee or RESPA alleging a violation of rights under the CBA. 1-2.11

Job Category shall refer to the job title that the employee is hired for by the District. 1-2.12

Part time employee refers to any employee working less than thirty (30) hours per week. 1-2.13

School means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the District. 1-2.14

School Days refer to days when school is officially in session as designated on the District's approved calendar. The term school day(s), shall also include all professional development day(s) as designated by the Superintendent of Schools or his/her designee. 1-2.15

Seniority means length of actual employment date within the District. 1-2.16

Shift shall refer to either day or night shift that an employee is hired for by the District. 1-2.17

Superintendent of Schools refers to the executive administrative head responsible for the education of students in the District. 1-2.18

Transfer shall refer to the transfer to an employee from one job category to another. A change of building location is not a transfer. 1-2.19

Work Days means the days that each individual employee is required to work as specified in his/her Salary Agreement. 1-2.20

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

ARTICLE 2

NEGOTIATION PROCEDURE

No later than September 1st of the year preceding the expiration of this Agreement, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good faith effort to reach mutual agreement on all matters raised by either party concerning salaries, fringe benefits, and terms and conditions of employment. Any agreement reached shall be reduced to writing and signed by the Board and the Association 2-1.0

The Board and the Association shall make a good faith effort to secure the appropriations necessary to implement said agreements. 2-2.0

If, as determined by the Board, the amounts appropriated at the Deliberative Session District Meeting are insufficient to cover the cost items of a negotiated agreement, or if such cost items are otherwise disapproved on the official ballot voted on the second Tuesday in March, the parties shall, within seven (7) school days of the adjournment of that vote, reopen negotiations in an effort to reach a revised Agreement; of which revised Agreement does not require appropriations in excess of the amounts appropriated by the District for such purposes for the ensuing year. 2-2.1

If the reopened negotiations do not result in a revised Agreement by April 30th in any given year, the Board shall, by May 15th of that year, issue individual salary agreements. The terms set forth in such agreements shall be those in place at that time, with a notation that these terms will be changed when the appropriation to fund these change(s) is/are approved by the District. 2-2.2

The Board shall make available to the Association printed information, which the Board is required by law to release to the general public. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist negotiations. 2-3.0

Impasse, mediation, and fact-finding shall be conducted as regulated in RSA 273-A. 2-4.0

The costs for the services of the mediator and fact-finder, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association. 2-4.1

ARTICLE 3

GRIEVANCE PROCEDURES

Initiation: 3-1.0

The following subparagraphs are the established method to initiate all grievance procedures.

Procedure: 3-2.0

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or RESPA to proceed to the next step, except after reaching the Board level. A decision on the grievance shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure of any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

STEP ONE: 3-3.0

Any employee who has a grievance shall put their grievance in writing and discuss it first with his/her Building Administrator (or immediate supervisor, if applicable) within ten (10) days in an attempt to resolve the matter at that level.

STEP TWO: 3-4.0

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) days, or 20 days if during the summer vacation, he/she shall set forth his/her grievance in writing to the Building Administrator specifying: (a) the nature of the grievance and date occurred; (b) the sections of the Agreement allegedly violated, and (c) the relief sought. The Building Administrator shall communicate his/her decision to the employee within ten (10) days of receipt of the written grievance.

STEP THREE: 3-5.0

If the grievance is not resolved to the employee's satisfaction, s/he shall forward his/her grievance to the Superintendent of Schools within ten (10) days of receipt of the Building Administrator's decision. The appeal must be in writing reciting the matter submitted to the Building Administrator as specified above with the decision previously rendered. The Superintendent of Schools shall meet with the employee to attempt to resolve the matter within ten (10) days. The Superintendent of Schools shall communicate his/her decision in writing to the employee, the Building Administrator, and the immediate supervisor, if any, within ten (10) days after the meeting.

STEP FOUR: 3-6.0

If the grievance is not resolved to the employee's satisfaction, s/he may within ten (10) work days of the Superintendent of School's decision, submit a written request for review by the Board. The Board, or its designee, shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the employee within thirty (30) work days. A decision in writing shall be rendered within ten (10) work days of the hearing with the employee.

If the grievance is not resolved at the Board's level to the satisfaction of the employee, the Association shall, if it intends to proceed to arbitration, give written notice to the Board of that intent within twenty (20) work days after the Board's decision. 3-6.1

STEP FIVE: 3-7.0

In the event that the Association elects to proceed to arbitration, the Representative of the Board and the Representative of the Association will endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve, the grievance shall be referred to the American Arbitration Association by the Association within twenty (20) calendar days after the notice (to the Board) of intent to arbitrate. In such event, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor Arbitration.

Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party. 3-7.1

The arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the arbitrator shall be final and binding upon the Association and the School Board and the aggrieved employee who initiated the grievance. 3-7.2

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant. 3-7.3

No grievance in process during the term of this Agreement shall lapse because of the termination of this Agreement. Any such grievance shall be disposed of under the procedures provided by this Agreement. 3-7.4

The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. 3-7.5

Right of Employee to Representation 3-8.0

A grievance to be considered under this procedure using Step One must be initiated by the employee(s) within ten (10) days of its occurrence. 3-8.1

An aggrieved employee may be represented at the initial stage of the grievance procedure by him/herself, or at his/her option, by the Association or by a representative selected or approved by the Association. After the first stage, the grievance will be processed by the Association. 3-8.2

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievance. 3-8.3

Costs 3-9.0

The fees and expenses of the arbitrator will be shared equally by the parties. 3-9.1

Confidentiality 3-10.0

Documents, communications, and records dealing with the processing of a grievance may be filed provided, however, that such documents, communications, and records shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. 3-10.1

ARTICLE 4

EMPLOYEE RIGHTS

The Board and the Association agree that the provisions of this Agreement shall be applied to an employee without regard to race, color, religion, sex, age, marital status, national origin, sexual orientation, handicap, veteran status, association membership, or lack thereof. 4-1.0

An employee shall have the right to review his/her records upon reasonable notice. 4-2.0

When hiring new employees, the Board shall provide him/her with a copy of the Collective Bargaining Agreement between the Rye School Board and the Rye Educational Support Personnel Association before the perspective employee signs his/her employment agreement. The cost of copies of the Collective Bargaining Agreement shall be shared equally between the Board and the Association. 4-3.0

ARTICLE 5

ASSOCIATION RIGHTS

Dues Deductions 5-1.0

Upon presentation of a signed authorization card by the employee to the Office of the Superintendent of Schools, the Board agrees to deduct the official dues of the Association from the wages of each employee and pay the total amount of dues collected to the Association Treasurer once a month. The Association will provide the Board with the correct names and addresses of the Treasurer and Building Representative of the Association. 5-1.1

Dues for the Association will be deducted from the employee's paycheck as authorized by the employee in writing. 5-1.2

Signed forms authorizing such deduction will be submitted to the Superintendent of Schools' Office annually, but no later than September 20th and will serve as an authorization for said deduction. For new employees, signed authorization forms must be submitted no later than fifteen (15) days after commencing employment. 5-1.3

Nineteen (19) equal deductions are to be made starting with the first pay day in October. 5-1.4

Fair Share 5-2.0

It is recognized that the negotiations for, and the administration of, the Agreement entail expenses which appropriately should be shared by all employees who are beneficiaries of this Agreement. Therefore, if an employee in the bargaining unit does not join the Association, such employee, upon being hired by the District, will be given an authorization form that, upon execution, will allow the District to deduct a "fair share fee" which represents a portion of the membership dues required to be paid by members of the Association, which sum shall be retained for a scholarship fund. The scholarship shall be given by the Rye Educational Support Personnel Association, with the input of the Rye School District, in the name of the Rye Educational Support Personnel Association. 5-2.1

The Association agrees to indemnify and defend the Board, the Rye School District, SAU 50, the Town of Rye, and any employee, official agent, representative or attorney of any such entity from any claim arising out of, or in any way connected with the "fair share fee." 5-2.2

Fair share fees for RESPA will be deducted from the employee's paycheck in nineteen (19) equal deductions starting with the first payroll in October. 5-2.3

The fair share fee is an amount set by NEA NH in accordance with State Law (approximately 80% of Association dues). 5-2.4

Bulletin Boards 5-3.0

The Board will provide a bulletin board in each building for the posting of Association notices addressed to members. 5-3.1

Copy Equipment 5-4.0

The Board agrees to allow the use of its copying equipment by the Association for the purpose to provide information to its membership. This work will be performed after normal work hours. Materials will be provided by the Association. 5-4.1

Copies of Agreement 5-5.0

An employee shall be provided with a copy of this Collective Bargaining Agreement and all appendices. The Board shall comply with this provision no later than thirty (30) working days after the signing of this Agreement. The cost of the copies shall be shared equally between the Board and the Association. 5-5.1

Administrative Leave 5-6.0

Up to two (2) employees elected as delegates to either the NEA/Representative Assembly or NEA/NH Delegate Assembly shall be allowed up to two (2) days leave with pay to attend either of the above. 5-6.1

If the leave day(s) fall on an employee's regular work day, s/he will submit notification of his/her absence at least two (2) weeks prior to the day of leave as notification to the Building Administrator. Mentioned conventions (one (1) to each). 5-6.2

Outsourcing 5-7.0

When a job category contains three (3) or more employees, the District will give the Association a one (1) year's notice before the District will "outsource" to a third party the job category responsibilities. 5-7.1

Staff Meeting Information 5-8.0

Staff meeting agendas and minutes will be posted on the bulletin board in the mail room and sent to the employees via email. 5-8.1

Policy Book 5-9.0

The Board posts the District's policies on the District's website: **www.ryeschoolboard.us.** It is the responsibility of the Association leadership to become familiar with Board Policies and to keep their Association members informed of such policies that affect their work. 5-9.1

Safety 5-10.0

It is the Administration's intent to provide a safe and comfortable work environment for all employees. The Administration agrees to comply with the safety regulations as set by law and Board policy. 5-10.1

Miscellaneous 5-11.0

The Board shall provide the Association with information, in writing, including the name, position and rate of pay, for any new employees that are hired under the RESPA Collective Bargaining unit. The Board will inform the Association of departing employees. The notification will take place within two (2) weeks of hire/departure date. 5-11.1

ARTICLE 6

MANAGEMENT'S RIGHTS

It is understood that the Board shall have the exclusive control of its operation. Nothing in this Agreement shall be deemed to limit the Board in anyway in the exercise of the regular and customary functions of management, including the direction of the working forces, the establishment or methods of operation, the establishment of plans for efficiency, the adoption and maintenance of engineering standards, and the right to select or employ supervisory employees and their assistants, except as specifically and expressly limited by any of the provisions of this Agreement. 6-1.0

In a bona fide emergency affecting the health, safety or welfare of the students, employees and/or visitors of the school, the Board may take whatever actions it deems necessary to carry out the mission of the District in said emergency. 6-2.0

The parties agree that all rights and responsibilities of the Board, which have not been addressed by this Agreement, and RSA: 273-A, are retained at the sole discretion of the Board. 6-3.0

It is the Association members' intent to provide a safe and comfortable learning environment for all students. 6-4.0

ARTICLE 7

EVALUATION

Prior to April 1st each employee shall receive a written copy of his/her annual evaluation. Such evaluation shall be ongoing and will be done on evaluation forms with the objective of meeting the roles and responsibilities of the approved job description. The evaluation shall be done by the employee's immediate supervisor and/or Building Administrator. 7-1.0

A conference between the immediate supervisor and/or 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 this conference. 7-2.0

No evaluation that has not been shown to the employee may be placed in the employee's file. The employee shall sign the evaluation, however, such signature shall indicate only that the evaluation has been reviewed by the employee and shall not necessarily indicate concurrence with the contents. The employee will have the right to attach a written response to his/her evaluation within ten (10) days of his/her receipt of the evaluation. 7-3.0

The parties mutually agree to form a committee that will develop a standard form to be used in evaluations at both schools by November 1, 2013. 7-4.0

ARTICLE 8

DISCIPLINE

No employee shall be disciplined, suspended, reprimanded, reduced in rank or compensation, without just cause. 8-1.0

An employee who is suspended and discharged shall be given a written statement of the reasons at the time of suspension or discharge. 8-2.0

All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied. 8-2.1

Before commencement of any disciplinary action as listed in 8-3.0 an Association Representative shall be notified to attend said meeting. 8-2.2

Disciplinary action shall normally follow this order: 8-3.0

a) verbal warning;
b) written warning;
c) improvement plan (maximum of sixty {60} days);
d) suspension without pay (five {5} days maximum);
e) discharge.

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. However it is understood that an employee does not give up rights to grieve. 8-3.1

An employee may be suspended or discharged without written or verbal warning for the following reasons: 8-4.0

8-4.1

a) behavior that would endanger students and staff;
b) being under the influence of liquor or illegal drugs while on duty;
c) conviction of a felony;
d) unauthorized absence from duty without notice except for in emergency situations as determined through documentation to the Superintendent of Schools;
e) theft of District equipment or material.

When an employee is going to receive a written warning for disciplinary purposes, prior to the disciplinary meeting, the employee will be informed of his/her right to be represented by the Association at the disciplinary meeting. 8-5.0

In the case of a verbal warning regarding a matter that, if not remedied, could result in suspension or termination, the administrator will keep a record of the discussion including the date it occurred as well as what was said and will inform the Association representative within a reasonable time period. 8-5.1

ARTICLE 9

SENIORITY

An employee's seniority shall commence with the hiring date (i.e. the date the employee was hired by the District) and continue as long as he/she is employed by the District. An employee shall not forfeit seniority during absences caused by the following: 9-1.0

a) Illness resulting in total/temporary disability due to his/her regular work with the District, certified to by an affidavit from the District's Workers' Compensation carrier for a period not to exceed eighteen (18) months; 9-1.1

b) Approved leaves of absences not to exceed one (1) calendar year. 9-1.2

Part time service will be prorated. 9-2.0

A break in service of more than one (1) year shall void prior seniority. Seniority will be maintained if the break in service is the result of a reduction in force or an approved leave. 9-3.0

ARTICLE 10

PROBATION

New Employee 10-1.0

Probation Period. Whenever the Board hires a new employee, the employee shall serve a probationary period. This period will be no less than three (3) months, but may be extended up to six (6) months when additional time is needed to evaluate the employee. Extension of these days must be made by the Building Administrator to the Business Administrator. 10-1.1

If the Building Administrator, after written evaluation of the probationary employee, recommends to the Business Administrator continued employment, a Salary Agreement will be issued to the probationary employee. 10-1.2

If the Building Administrator, after written evaluation of the probationary employee, recommends to the Business Administrator that employment not be continued, the probationary employee will be terminated with a two (2) weeks written notice. 10-1.3

ARTICLE 11

CERTIFICATION

In the event that the State should require certification, an employee who is categorized in Article 1-1.0, the Recognition Clause, must apply for State certification within 60 days after the requirement for certification has been mandated. 11-1.0

The initial cost of the State certification for the employee will be paid by the District. 11-2.0

The District will provide sufficient opportunities for professional growth each year for staff. 11-3.0

ARTICLE 12

TRANSFERS

Transfers 12-1.0

All support employees' position vacancies, either newly created or open, shall be posted seven (7) days prior to advertising to the general public, in order to allow current employees the opportunity to apply for those positions. 12-1.1

Notice of all District support personnel position vacancies will be sent to the President of the Association. 12-1.2

Employee evaluation history being equal, the Board will transfer employees based on seniority. 12-1.3

Position vacancy postings shall include position title, category, position location, range of pay, hours of work, and date of beginning work. All position vacancy postings shall include the date of the posting. 12-1.4

ARTICLE 13

RESIGNATION AND TERMINATION

An employee who decides to leave employment with the District is required to notify the Building Administrator a minimum of fourteen (14) days prior to his/her resignation. It is desirable, if possible, for the departing employee to give a longer notice. 13-1.0

The employee will receive compensation for any earned vacation time with his/her final paycheck. 13-1.1

All District property assigned to the employee must be returned to the Building Administrator. 13-1.2

If the departing employee should have any balances due the District for voluntary benefits elected by the employee, the balance due the District will be subtracted from the departing employee's final paycheck. Before the District subtracts any outstanding debt from the employee's final paycheck, the Business Administrator will notify the employee. 13-1.3

Termination of Benefits 13-2.0

All benefits to support personnel will terminate on the first day of the month following the last day of his/her employment in the District. Under federal law (COBRA legislation), health and dental insurance is available to all departing employees at 102% of the actual benefit cost for a predetermined specified period of time. The employee should contact the Business Administrator for additional information. 13-2.1

A departing employee may elect at his/her expense to continue his/her life insurance by contacting the life insurance carrier directly. 13-2.2

Any employee who is receiving benefits from the District's employ between the last day of school in June and the first day of school in August/September, will be responsible for the full financial obligation of the value of the benefits for this time period, if the employee should leave prior to October 1st of the next school year. 13-2.3

For an employee who is normally scheduled to work during the summer and leave employment, benefits and the District's financial obligation will terminate on the last day of the month succeeding the date of termination of employment. 13-2.4

ARTICLE 15

SICK LEAVE

Sick days are earned by the employee at the rate of one (1) work day per month employed, converted to the number of hours the employee normally works per day, and may be utilized for personal illness or illness in the immediate family. Total accumulation allowed will be one hundred thirty (130) days. 15-1.0

For an employee hired after July 1, 2005, total accumulation allowed will be ninety-one (91) days. 15-1.1

For an employee hired after July 1, 2013, total accumulation allowed will be sixty (60) days. 15-1.2

Sick Day Conversion 15-2.0

The Board will provide one (1) day of additional pay, at the rate of pay the employee is presently earning, to any employee who has not used any personal or sick days during the employment year. 15-2.1

A physician's written statement attesting to the employee's illness may, after five (5) days of continuous absences be required by the Superintendent of Schools to verify entitlement for sick leave benefits. 15-2.2

Sick days are only credited to the employee's account at the end of a full month. An employee who is sick during a month may not use that particular month's sick day, as it has not been fully earned. 15-2.3

An employee, absent from work due to illness, will have his/her sick leave charged the actual number of hours an employee normally works if the employee is absent the entire day. If an employee is only absent from work for a partial day, the employee will have his/her sick leave charged only for the actual number of hours missed from work. Sick leave will be charged in 15 minute increments. 15-2.4

Sick Leave Bank 15-3.0

A Sick Leave Bank shall be established into which each employee may, by September 15, contribute on an annual basis from one (1) to five (5) days from his/her accumulated sick leave. An employee desirous of contributing to the Sick Bank will submit a written notice of intent to the Business Office stating the number of days to contribute. 15-3.1

Association members may draw from the Sick Leave Bank for additional sick day leave in the case of an injury, major surgery, or extended illness. Before applying for this sick leave the employee's accumulated sick leave must be exhausted. 15-3.2

Employees that are entitled to paid vacations and are included in the Association must convert one half (1/2) of their vacation time to sick leave before applying to the Association for additional sick leave days. 15-3.3

The maximum number of sick leave days an employee can request will be fourteen (14) in any twelve (12) month period. Repayment will be at a rate of four (4) sick leave days per year. 15-3.4

Any employee applying for the loan of days from the Sick Leave Bank must have contributed to it at least once. 15-3.5

This bank will accumulate up to 120 days. Employees applying for use of these days must fill out the proper form that will be reviewed by the Association committee for approval. 15-3.6

ARTICLE 16

TEMPORARY LEAVES OF ABSENCE

Holidays 16-1.0

The following holidays will be observed, with pay, for employees qualified to receive them. Holiday pay will consist of compensation equal to the number of hours normally worked by the employee on a regular work day. 16.1.1

The following paid holidays will be observed for the categories listed below: 16-1.2

Full time Custodians: 16-1.3

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Full time employees, working 200 days or more per year, not custodians: 16-1.4

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Full time employees, working less than 200 days, not custodians: 16-1.5

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

A part time employee, working 25 hours per week, but less than 30 hours per week: 16-1.6

- Martin Luther King, Jr. Day
- Thanksgiving Day
- Christmas Day

An employee working less than 25 hours: 16-1.7

- Not Available

Personal Leave 16-2.0

An employee shall be granted one (1) day of personal leave per year. After three (3) full years of employment, two (2) days of personal leave per year shall be granted. 16-2.1

No employee shall take a personal day solely to extend a vacation period or school holiday, unless approved in writing by the Superintendent of Schools. 16-2.2

Except in cases of emergency, a minimum of twenty-four (24) hours advance written notice to the Building Administrator is required. 16-2.3

Personal days are non-cumulative. 16-2.4

Bereavement Leave 16-3.0

An employee is entitled to up to three (3) days of funeral leave with pay due to a death of a relative or close friend. Additional days may be granted by the Superintendent of Schools. 16-3.1

Professional Leave 16-4.0

Professional leave may be granted with pay for the purpose of attending conferences, workshops or other activities, which will contribute directly to the employee's current position with the District, provided that such professional leave has prior approval of the Superintendent of Schools or his designee. 16-4.1

Vacations 16-5.0

Full time custodians will earn vacation days at the rate of eight hundred thirty three thousandths (.833) work days per full month employed. After ten (10) years of employment, full time custodians will earn vacation days at a rate of 1.25 work days per full month employed. 16-5.1

All vacation requests must have prior approval of the Custodial Supervisor and Building Principal and be submitted in writing at least two (2) weeks prior to the start of vacation. 16-5.2

Vacation days will normally be taken during the months of July and August, or when school is not in session. 16-5.3

No employee shall be permitted to accrue in excess of one and one-half (1.5) times his/her annual earned vacation. 16-5.4

Jury Leave 16-6.0

Any employee who is required to serve on a jury will receive his/her regular daily pay from the District. The employee shall forward to the Business Office of the SAU all reimbursements for such services, exclusive of what personal expenses (e.g. travel) are incurred. 16-6.1

ARTICLE 17

EXTENDED LEAVE OF ABSENCE

Upon recommendation of the Superintendent of Schools and approval by the Board, leaves of absence without pay not to exceed one (1) year in duration may be granted. 17-1.0

Requests for extended leaves of absence may, upon recommendation of the Superintendent of Schools, be approved by the Board to employees who have been employed by the District for at least two (2) consecutive years. 17-1.1

All requests, extensions, renewals, early returns or other modifications of leaves shall be made in writing to the Superintendent of Schools who shall have a written response within thirty (30) calendar days. 17-1.2

Child-Rearing Leave 17-2.0

An employee shall be granted a leave of absence at the discretion of the Board, for the purpose of child rearing after the birth of, or adoption of, a child upon written notification to the Superintendent of Schools. Termination of such leave will coincide with the end of the school year. An additional leave equal to a school year may be granted upon written request from the employee. A request for such an extension must be submitted to the Superintendent of Schools not later than March 30th of the preceding year. 17-2.1

All benefits, to which the employee is entitled at the start of the leave, including accumulated sick leave, shall be restored upon return to work, unless changed or modified in the interim by this Agreement or a successor Agreement. 17-3.0

If the employee on leave is eligible for benefits under the Family Medical Leave Act (FMLA), the District will continue the District's percentage of payment for benefits while the employee is covered under FMLA. 17-3.1

After the expiration of eligibility under the FMLA leave, or if the employee is ineligible for FMLA leave, the employee may retain his/her health insurance benefits while on leave by paying one hundred percent (100%) of the premiums in a manner prescribed by the Administrator. 17-3.2

Any employee returning from an extended leave of absence shall return only at the beginning of a school year, unless otherwise approved by the Superintendent of Schools. 17-4.0

While on leave of absence, the employee will notify the Superintendent of Schools by May 15th of the leave year as to his/her intention of returning to work in September. Failure to make notification by May 15th will be construed by the Superintendent of Schools that the employee will be terminating employment with the District. 17-5.0

ARTICLE 18

PAY, OVERTIME, WORK YEAR

Paycheck(s)/Salary 18-1.0

An employee may receive, at his/her discretion, wages earned in one (1) of the following methods: 18-1.1

a. employee's hourly wage rate multiplied by the number of hours worked per day multiplied by the number of days worked and divided equally into twenty-one (21) or twenty-two (22) pay checks depending upon when the first payroll in August/September occurs;
b. employee's hourly wage rate multiplied by the number of hours worked per day multiplied by the number of days worked and divided equally into twenty-six (26) pay checks;
c. employee's hourly wage rate multiplied by the number of hours worked in a two week period and paid bi-weekly in one (1) check.

An employee who works in July and/or August will be paid his/her hourly rate for all time worked. For an employee who worked in July and/or August his/her earnings for these month(s) will be subtracted from their annual amount before dividing by twenty-one (21)/twenty-two (22) or twenty-six (26) pay checks, if applicable. 18-1.2

An employee may change the method s/he receives wage payment by notifying the Superintendent's Office, in writing, by April 1st preceding the start of the work year in which the payment method will occur. 18-1.3

Compensation for 2013-14: 18-2.0

For all custodians, employed by the District prior to August 1, 2012, will have the hourly compensation increase as listed in Appendix A for the 2013-14 school year added to his/her 2012-13 hourly pay rate. 18-2.1

For all other employees, employed by the District prior to October 1, 2012, will have the hourly compensation increase as listed in Appendix A for the 2013-14 school year added to his/her 2012-13 hourly pay rate. 18-2.2

For custodians hired by the District after August 1, 2012, and all other employees hired by the District after October 1, 2012, compensation will be commensurate with the starting wage for the appropriate job classification listed for the 2013-14 school year in Appendix B. 18-2.3

Compensation for 2014-15: 18-3.0

For all custodians, employed by the District prior to August 1, 2013, will have the hourly compensation increase as listed in Appendix A for the 2014-15 school year added to his/her 2013-14 hourly pay rate. 18-3.1

For all other employees, employed by the District prior to October 1, 2013, will have the hourly compensation increase as listed in Appendix A for the 2014-15 school year added to his/her 2013-14 hourly pay rate. 18-3.2

For custodians hired by the District after August 1, 2013, and all other employees hired by the District after October 1, 2013, compensation will be commensurate with the starting wage for the appropriate job classification listed for the 2014-15 school year in Appendix B. 18-3.3

Compensation for 2015-16: 18-4.0

For all custodians, employed by the District prior to August 1, 2014, will have the hourly compensation increase as listed in Appendix A for the 2015-16 school year added to his/her 2014-15 hourly pay rate. 18-4.1

For all other employees, employed by the District prior to October 1, 2014, will have the hourly compensation increase as listed in Appendix A for the 2015-16 school year added to his/her 2014-15 hourly pay rate. 18-4.2

For custodians hired by the District after August 1, 2014, and all other employees hired by the District after October 1, 2014, compensation will be commensurate with the starting wage for the appropriate job classification listed for the 2014-15 school year in Appendix B. 18-4.3

Certification Committee 18-5.0

A committee will be created consisting of one (1) Board member, two (2) RESPA representative, one (1) Building Principal and the Business Administrator to establish and mutually agree upon criteria for advanced certification and amount of stipends. 18-5.1

Overtime/Call in Time 18-6.0

Overtime shall be awarded to an employee who is qualified to do the work, and will be offered to employees of the building where the overtime work occurs. The employee who routinely performs the work will have first preference for the overtime. Overtime is paid, regardless, if a holiday is in the pay period. 18-6.1

An employee, who is approved to work beyond his/her normal hours, will be compensated at straight time up to forty (40) hours in a week with time and one-half (1/2) after forty (40) hours. Assignment beyond normal hours may only be made by the Building Administrator and/or the Superintendent of Schools or his/her designee. 18-6.2

When an employee is called in to work outside of his/her regularly scheduled working hours, he/she will be paid a minimum of two (2) hours at time and a half (1 1/2). 18-6.3

Custodial overtime will be awarded to all custodial staff on a rotating basis as equally as possible. 18-6.4

Should all qualified building employees where the overtime occurs decline the overtime, the least senior employee will be required to take the overtime; on a rotating basis. 18-6.5

In the case of work required and authorized by the building administrator that will have to be performed outside of the employee's regular schedule, the building administrator and the employee can mutually agree to trade regularly 18-6.6

scheduled hours for the hours outside an employee's normal work schedule on a one-for-one basis. However, if there is no agreement, and the employee is required to work hours outside of his/her regular schedule, s/he will be compensated for those extra hours at time and one half. In the event that an employee has already worked 40 hours in a given week, the Building Administrator and the employee can mutually agree to trade hours on a one for one and a half basis.

Longevity 18-7.0

A full time employee will be entitled to a stipend for continued service and loyalty to the District. Longevity stipends will be paid in one (1) lump sum on or after the payroll of December 1st in a separate payroll check. An employee is entitled to the following amounts: 18-7.1

After 5 years:	3½% of annual gross salary
After 10 years:	4% of the annual gross salary
After 15 years:	4 ½% of the annual gross salary
After 20 years:	5% of annual gross salary

No longevity stipend may exceed a maximum of Sixteen Hundred ($1,600.00) Dollars per year. 18-7.2

A full time employee must have worked at least five (5) consecutive years before receiving a longevity stipend. The employee must have attained the five (5) full years before July 1st in which the stipend is granted. An exception is made for those employees whose work year is essentially the school year. These employees must have attained five (5) years by September 15th of the fiscal year in which s/he will receive the stipend. Any employee, who attains five (5) full years of employment after July 1st, or in school year cases after September 15th, must wait until the next year before they are qualified to receive the longevity stipend. 18-7.3

The longevity stipend will be a percent of the anticipated gross salary, excluding anticipated overtime, of the employee as stated on the most recent "Memorandum of Agreement". All years counted toward a longevity stipend must be consecutive and cannot contain any periods of time in which the employee was not a regular employee of the District. 18-7.4

To receive the longevity stipend, the employee must be an active full time employee of the District as of December 1st of the year in which the longevity stipend is to be paid. 18-7.5

Memorandum of Agreement 18-8.0

An employee will receive his/her Memorandum of Agreement no later than May 15th. The acknowledgement that accompanies the Memorandum of Agreement will contain the employee's current pay plan method and a listing of the other pay plan options available to the employee. Job descriptions will be issued with yearly Memorandum of Agreement. 18-8.1

Pay Period 18-9.0

An employee will be paid on a biweekly payroll system. Pay periods will begin on Sunday and end two (2) weeks later on Saturday. Paychecks are distributed on the following Friday. 18-9.1

If an employee's paycheck should have compensation for which the employee was not entitled, the amount of the overpayment will be deducted from the following paycheck, after notification to the employee. 18-9.2

Accumulated Sick Days 18-10.0

The District shall pay an employee, who is leaving the District after fifteen years of service, $35 per day for all accumulated sick days up to a maximum of $4,000. 18-10.1

When Working within Multiple Job Classifications 18-11.0

An employee who works more than one (1) position shall have his/her hours combined from each position for determination and qualification for benefits and pay. 18-11.1

Higher Rate Assignment / Summer Employment 18-12.0

Any employee who shall perform duties outside of his/her normal classification will be compensated at the established rate of the job category being performed. 18-12.1

Telephoning of Substitute Personnel 18-13.0

If any member of the Association performs the duty of telephoning for substitute personnel, the budgeted stipend will be paid to that employee. The stipend will be reviewed on an annual basis, by the Board. 18-13.1

Emergency Closing / Delayed Opening 18-14.0

In snow or adverse weather conditions, which force the closing or delayed opening of school, an announcement to delay or close the school for the day will be made as early as possible over the local radio stations. The employee should contact the Building Administrator for a list of radio stations that will broadcast these announcements. All employees will be called by the automated phone message system if possible. 18-14.1

An employee will be informed by the Building Administrator, annually, as to the appropriate time to report to work on delayed opening days. A full-time employee will be paid his/her regularly scheduled hours on a day with a delayed opening or an emergency early release. Said days must be counted by the State as full days of school. 18-14.2

The District shall provide, at no cost, shirts an employee is required to wear during work hours, excluding school vacations, holidays and summer vacation. Issues with comfort will be considered by the Building Administrator on an individual basis. 18-15.0

ARTICLE 19

INSURANCES

Health Insurance 19-1.0

The District shall provide the choice of two (2) health maintenance organization (HMO) plans MTB20-RX10/20/45 and MTB15/40IPDED-RX10/20/45. 19-1.1

The District shall competitively bid the health insurance contract as necessary. The successful bidder will be chosen by the Board, with the input from the Association, based on a lower cost plan that is most comparable to the benefits currently provided. With the understanding that every effort will be made to ensure that any new health insurance plan will have similar co-pays, deductibles, and network of providers as the current plans. 19-1.2

A committee will be established that includes the Superintendent, two (2) RESPA members, one (1) school board member, and the Business Administrator to review bids, give input, and give annual feedback. 19-1.3

The District will contribute the following percentage of the health premiums for any full time employee who is enrolled in a District health plan as of June 30, 2013: 19-1.4

	Single	Two-Person	Family
MTB20-RX10/20/45	100%	75%	75%
MTB15/40IPDED-RX10/20/45	100%	75%	75%

A full-time employee hired after July 1, 2013, or a full-time employee hired prior to this date, but not enrolled in the District's health insurance as of this date, will be eligible to select an HMO for health insurance. The District will contribute the following percentage of the health premium for any full-time employee, eligible for the health insurance plan, under this criteria: 19-1.5

	Single	Two-Person	Family
MTB20-RX10/20/45	95%	75%	75%
MTB15/40IPDED-RX10/20/45	95%	75%	75%

An employee, who has his/her work time reduced below thirty hours per week, will not be eligible to receive health insurance benefits. 19-1.6

Any employee will be eligible to receive, or continue to receive, health insurance benefits provided that the employee works thirty (30) hours, or greater, weekly either in one (1) position or multiple positions and all positions are in the recognition clauses of the District's multiple collective bargaining agreements. 19-1.7

Any employee enrolled in a District health insurance plan as of June 30, 2013 will receive the following cash payments. Payments will be made in equal installments in December and June. 19-1.8

Plan	Year One	Year Two	Year Three
JY	$900	$900	$900
BlueChoice	900	900	900
HMO	900	650	400

The District and RESPA agree to create a Health Reimbursement Account (HRA) for employees who are eligible for health care. The School Board shall provide up to $12,500 per year for tax free reimbursement for any prescription co-pays in excess of $20.00 (the difference between preferred name brand drugs and non-preferred name brand drugs). A third party administrator shall be used to facilitate reimbursement for the prescription drug co-pays. 19-1.9

Dental Insurance 19-2.0

The District shall provide the choice of two (2) dental plans (Low Option and High Option) to include single, two-person or family plans. The maximum liability to the District will be 90% of the actual cost of the single person Low Option plan. The employee may elect a two-person or family (Low or High Option) but the employee must pay the difference in the premium between the Low Option single plan and the dental plan selected by the employee. 19-2.1

An employee who elects not to participate in a dental plan will have Fifty ($50) Dollars per year (Four and Seventeen Hundredth [$4.17] Dollars per month) placed into an employee reimbursable account of his/her choice or be given the equivalent in cash. The incentive payment to be made will follow the same guidelines as stated in Article 18-1.0 and associated sub-paragraphs. 19-2.2

Life Insurance 19-3.0

The District will contribute up to Thirty-one ($31) Dollars per year (Two and Fifty-nine Hundredth [$2.59] Dollars per month) for any group term life insurance that the District is offering with a policy limit of $15,000. 19-3.1

Long Term Disability (LTD) Insurance 19-4.0

The District will contribute up to One Hundred ($100) Dollars per year (Eight and Thirty-four Hundredth [$8.34] Dollars per month) for long-term disability insurance. The LTD benefit will be Sixty (60%) percent of monthly salary, commencing on the Ninety First (91st) day of disablement. 19-4.1

Reimbursement 19-5.0

Any full-time employee, electing not to have health insurance, will receive an annual sum of Two Thousand ($2,000) Dollar benefit, prorated accordingly if the employee works less than the current year, custodians only, or the school year, prorated for all other employees, placed into a reimbursable account of the employee's choice or be given the equivalent in cash. Amount to be paid equally in December and June. An employee must notify the Superintendent of Schools annually, in writing by June 15th, to be eligible to receive this incentive payment. 19-5.1

After the initial notification of non-participation in the insurance plan, the employee will annually continue to receive the non-participation incentive until the employee elects to participate in an insurance plan. 19-5.2

Workers' Compensation 19-6.0

Workers' compensation benefits will be provided as specified in the New Hampshire statutes whenever an employee is absent from work as a result of 19-6.1

personal injury caused by an accident or an injury in the cause of his/her district employment and his/her claim is deemed payable under Workers' Compensation, the employee will receive from the Worker's Compensation carrier a bi-weekly check while the employee is on Workers' Compensation. While on Workers' Compensation, the employee will not receive any pay directly from the District. However the employee will continue to receive all privileges and benefits as afforded by this CBA.

Bonding of Employees 19-7.0

The Board will provide that an employee whose duties include responsibility for the handling of money will be bonded and the employee will be rendered safe from prosecution if those monies are destroyed, stolen, damaged or lost through no fault or negligence of the employee in charge. 19-7.1

Benefits to Employees Hired Prior to June 30, 2003 19-8.0

Any employee hired prior to June 30, 2003, and receiving benefits may continue to receive these benefits on a prorated costs basis (twenty five [25] hours equaling one hundred {100%} percent) until the employee voluntarily refuses said benefits. 19-8.1

Benefits to Employees Hired After June 30, 2003 19-9.0

Any employee, hired after June 30, 2003, and is eligible to receive benefits, will receive said benefits on a prorated basis (thirty [30] hours equaling one hundred [100%] percent). Participation in dental, life, and long-term disability require the employee to work a minimum of twenty five (25) hours per week. Any employee working less than twenty five (25) hours per week is not eligible for these benefits. 19-9.1

Benefits to Employees Hired After June 30, 2005 19-10.0

Any employee, hired after June 30, 2005, and is eligible to receive benefits, will receive said benefits on a prorated basis (thirty [30] hours equaling one hundred percent [100%]). Participation in dental, life and long-term disability require the employee to work a minimum of thirty (30) hours per week. Any employee working less than thirty (30) hours per week is not eligible for these benefits. 19-10.1

Any employee who is receiving benefits from the District's employment and resigns from the District between the last day of school in June and October 1st will be responsible for the full financial obligation of the value of the benefits for the time period in which the employee received said benefits. The employee will reimburse the District for the costs incurred for such benefits within 45 days, or in conformance to a payment plan devised by the administration. 19-11.0

If a departing employee should have any monetary balances due the District, the balance due the District will be deducted from the departing employee's final paycheck. Before the District subtracts any outstanding amount from the employee's final paycheck, the Business Office will notify the employee. 19-12.0

ARTICLE 20

PROFESSIONAL DEVELOPMENT

Each employee who is employed thirty (30) hours a week or greater will be allotted Eight Hundred ($800) Dollars per year for staff development purposes. 20-1.0

These funds may be used for courses and/or conferences. 20-1.1

The cost of Building Administrator directed activities will not be deducted from the employee's personal professional development allotment. Any portion of a course or workshop funded by a grant designed specifically to cover the cost of such courses or workshop will not be deducted from said allotment. 20-1.2

No employee will receive more than Eight Hundred ($800) Dollars for all activities in a given salary agreement year. 20-2.0

The maximum cost for all employees for professional development to the District shall not exceed Eight Thousand ($8,000) Dollars. 20-3.0

Courses must have been approved by the Superintendent of Schools or his/her designee in advance of enrollment. 20-4.0

An employee earning credit and completing courses after June 1st, and/or during the summer, shall be reimbursed in September only if they continue in the employment of the District provided, in the case of course work, that evidence of passing grades has reached the Superintendent of Schools by September 15th. After September 15th, payment will be made within forty-five (45) days of submission of evidence of passing grades in the credits to the Superintendent of Schools. Reimbursement of courses will be charged against the employee's allocation in the year in which it is paid. 20-5.0

The Board agrees to provide advance funding to an employee for courses, workshops and/or conferences related to employee duties with the approval of the Superintendent of Schools or his/her designee. 20-6.0

Should an employee have personal expenses for a professional development activity that was required by or approved by the Building Administrator, and funding has been encumbered by the Business Administrator, the District shall reimburse the employee the expenses of said activity upon proof of payment and attendance up to the amount that has previously been encumbered. 20-6.1

In order to receive advance funding, an employee agrees to provide appropriate evidence of tuition costs or workshop/conference fees. Any employee receiving advance funding will sign a statement of agreement to reimburse the District should the employee fail to complete the activity satisfactorily. Such monies to be reimbursed may be withheld from salary. 20-7.0

An employee must provide a copy of transcript, or grade report, or in the case of conferences and workshops, proof of attendance. 20-7.1

ARTICLE 21

OTHER BENEFITS

Christmas Club/Credit Union/Banks 21-1.0

An employee may join the Seacoast Federal Credit Union and/or the Northeast Federal Credit Union. An employee, through payroll deductions, will be able to contribute/pay to his/her credit union and/or Christmas Club accounts. 21-1.1

The District has no direct affiliation with, and accepts no responsibility for any actions(s) of, the Seacoast Federal Credit Union or the Northeast Federal Credit Union. The District merely serves as a convenient intermediary for transfer of payroll funds from the employee to the credit union. 21-1.2

Travel 21-2.0

An employee requested, by an administrator, to make a school trip on behalf of the District for school business will be reimbursed for mileage at the established District designated rate. 21-2.1

Employee Reimbursable Accounts 21-3.0

An employee will have the availability of participating in either a "Health Care Reimbursable Account," or a "Dependent Care Reimbursable Account," or both, at no cost to the employee. 21-3.1

Criminal Records Check 21-4.0

The Board will pay the cost of the initial records check. 21-4.1

ARTICLE 22

MISCELLANEOUS PROVISIONS

Should any article, section or portion thereof, of this Agreement be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision. Within fifteen (15) days of issuance of such decision, the parties agree to negotiate a substitute for the invalidated article, section or portion thereof. 22-1.0

This Agreement may not be modified, in whole or in part, by either party, unless mutually agreed to by both parties in writing. 22-2.0

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by certified mail to the following address: 22-3.0

If from the Association to the Rye School Board: 22-4.0

c/o School Administrative Unit Fifty
48 Post Road
Greenland, NH 03840

If from the Rye School Board to the Association: 22-5.0

At the appropriate address filed with the Board.

ARTICLE 23

DURATION

This Agreement shall become effective as of July 1, 2013, and shall continue in effect until June 30, 2016, subject to either party's right to negotiate a successor Agreement as set forth in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to the Agreement, and, unless such extensions are agreed upon, this Agreement shall expire on the date indicated herein. Where there is conflict between this Agreement and State Law, state law will take effect. 23-1.0

Signed this 2nd day of April, 2013

Rye School District	Rye Education Support Personnel Association
Chairperson, School Board	Chairperson, Negotiating Committee
Peggy Ballone	Judith C. Pence
	Edward J. O'Brien

Superintendent of Schools

HOURLY COMPENSATION INCREASE

2013-14 Year:

For the 2013-14 year, the following hourly wage increases will be applied to the employee's 2012-13 wage rate, for those employees eligible to receive the wage increase (please see Article 18):

Building Custodian	$ .45
Food Service Assistant	.35
Food Service Assistant Manager	.40
Food Service Manager	.40
Information Systems Technology Specialist	.45
IST/Media Associate	.45
Para-educator and Special Education Aide	.45
Secretary	.65
Secretarial Assistant	.45

2014-15 Year:

A three (3%) percent hourly wage increase will be applied to the employee's 2013-14 wage rate, for those employees eligible to receive the wage increase (please see Article 18).

2015-16 Year:

A three (3%) percent hourly wage increase will be applied to the employee's 2014-15 wage rate, for those employees eligible to receive the wage increase (please see Article 18).

NEW HIRE STARTING WAGES

2013-14 Year:

For a newly hired employee or an employee who is not eligible to receive the wage increase as defined in Article 18, the following starting hourly wage rates will be used:

Building Custodian	$15.50
Food Service Assistant	10.30
Food Service Assistant Manager	12.00
Food Service Manager	18.00
Information Systems Technology Specialist	23.00
IST/Media Associate	14.00
Para-educator and Special Education Aide	13.00
Secretary	16.25
Secretarial Assistant	13.50

2014-15 Year:

A three (3%) percent hourly wage increase will be applied to the employees 2013-14 wage rate, for those employees eligible to receive the wage increase. For a newly hired employee or an employee who is not eligible to receive the wage increase as defined in Article 18, the following starting hourly wage rates will be used.

2015-16 Year:

A three (3%) percent hourly wage increase will be applied to the employees 2014-15 wage rate, for those employees eligible to receive the wage increase. For a newly hired employee or an employee who is not eligible to receive the wage increase as defined in Article 18, the following starting hourly wage rates will be used.

FAIR SHARE FEE
AUTHORIZATION OF DEDUCTIONS

I, the undersigned, understand that the RESPA Agreement July 1, 2013 to June 30, 2016 contains a "Fair Share" clause which states that all employees who are beneficiaries of this Agreement should share in the cost of its negotiation and administration by RESPA.

Should you choose not to become a member of the Association and not pay Association dues, by signing below, you give the Rye School District permission to withdraw a "fair share" fee from your pay in nineteen (19) equal deductions starting with the first payroll in October. The fair share fee is prorated if you are a part-time employee.

Fair share fee is an amount set by NEA NH in accordance with State Law (approximately 80% of Association dues.)

_____ _____

Employee's Name Employee's Signature

_____

Date

You are not required to sign this document as a condition of employment. However, should you decide not to sign this authorization, the Association retains the right to pursue a claim in a court of law for the fair share fee.

APPENDIX D

ACKNOWLEDGEMENT OF RECEIPT

I, the undersigned, acknowledge that I have received one (1) copy of the RESPA agreement July 1, 2013 to June 30, 2016. I further acknowledge that it is my responsibility to be familiar with this document.

_____ _____

Employee's Name Employee's Signature

_____

Date

This *Acknowledgment of Receipt* must be signed and returned to the SAU 50 Office before the prospective employee may begin work.