AGREEMENT BETWEEN THE

SOMERSWORTH ASSOCIATION OF

CLERICAL AND AIDES

AND

THE SOMERSWORTH SCHOOL BOARD

July 01, 2016– JUNE 30, 2017

ARTICLE I RECOGNITION

The Somersworth School Board hereby recognizes the Somersworth Association of Clerical and Aides, NEA-New Hampshire, as the exclusive representative for all full-time and part-time clerical workers and paraprofessionals employed by the Somersworth School District.

ARTICLE II NEGOTIATIONS

The parties agree to bargain in compliance with RSA 273-A.

ARTICLE III GRIEVANCES

A. DEFINITIONS

1. A grievance shall mean a complaint by an employee or by the Association concerning an alleged violation, misinterpretation or inequitable application of any provision of this agreement.

2. An "aggrieved person" or grievant is the person or persons of the Association making the complaint.

3. A "party of interest" is the person, persons or Association making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve a complaint.

B. INITIATION AND PROCESSING

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall automatically move the grievance to the next step.

   Failure of the grievant to appeal to the next step within the time limitations shall constitute a settlement of the grievance according to the decision of the response from the preceding step.

2. An employee has the right to Association representation at meetings held to resolve grievances.

3. A grievance must be filed in twenty (20) work days of its occurrence or within twenty (20) work days of the time the employee by reasonable diligence should have learned of its occurrence. Grievance shall be processed in the following manner.

Step I

Any employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. A decision shall be rendered the aggrieved in fifteen (15) working days. This decision shall be in writing.

Step II

An unfavorable decision by the immediate supervisor may be appealed in writing to the Superintendent of Schools within fifteen (15) working days. The Superintendent of Schools shall have fifteen (15) working days to render a decision.

Step III

If the grievance is not resolved to the grievant's satisfaction, she/he and the ASSOCIATION no later than fifteen (15) work days after receipt of the Superintendent's decision may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the BOARD. The BOARD shall hold a hearing within fifteen (15) work days. A decision in writing shall be rendered within ten (10) work days of the hearing on the grievance.

Step IV

The Board and SACA agree that in the case of impending summer recess, every effort shall be made to resolve outstanding issues before the beginning of that recess.

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association, and the Association wishes a review by a third party, it shall so notify the Board in writing within fifteen (15) work days of receipt of the Board's decision and the grievance may be submitted to arbitration under the voluntary labor arbitration rules of the American Arbitration Association. The parties further agree to accept the Arbitrator's award as final and binding upon them. The cost of said arbitration will be borne equally by both parties regardless of the outcome.

Any step may be bypassed by mutual agreement.

In communication with any prospective employer, the administration shall avoid reference to the filing of grievance by any employee.

C. RIGHTS OF REPRESENTATION

When a grievance has been reduced to writing it shall be processed by the Association.

D. GROUP GRIEVANCES

A grievance that involves employees, who are not restricted to one building, shall commence at the Superintendent's level.

ARTICLE IV ASSOCIATION RIGHTS

A. The District agrees to allow the use of its copying equipment to members of the Association for Association business with prior notice. This work will be performed during a time when the machines are not in use, when the employee is off duty. The Board agrees to purchase material for the Association and the Association agrees to reimburse the Board for same. The Association will be liable for damages incurred in its use of equipment.

B. The Executive Committee of the Association or its designee shall have the right to place notices, circulars and other materials in employees' mailboxes. Copies of all such materials shall be filed with the principal of each school or his/her designee prior to dissemination. Questionable material(s) removed by the administrators shall be return to the disseminator.

C. After the close of school on school days, the Association shall have the right to use designated areas in school buildings for official Association meetings of SACA members provided there is not interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal and/or Central Office in advance. There shall be no cost to the Association for such meetings so long as no overtime custodial cost to the School Board is involved.

D. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues. Said monies shall be collected and used in a manner as permitted by law.

ARTICLE V DISCIPLINARY PROCEDURES

A. Employees are obliged to carry out their duties as required by State Law, School District Policies and the directives of administration. Deliberate failure to properly perform the duties and functions of a person's position in an efficient manner render that person liable to disciplinary action. Included in all employees' duties is the requirement to render efficient service to the public in as pleasant a manner as circumstances permit.

B. It is the policy of the school district to use progressive discipline whose goal is to correct and modify behavior rather than punish. Normally discipline will proceed through the following steps depending upon the nature and severity of the infraction:

Verbal warning
Written warning
Suspension without pay
Dismissal

C. The following are causes for immediate dismissal.

Willful and gross neglect of duty
Insubordination or serious breach of discipline
Intoxication while on duty
Willful damage to public property
Knowingly use or attempt to use one's authority or office capacity to obtain special or preferential treatment for any person or firm

D. No employee shall be disciplined without just cause.

E. An employee's personnel record shall be cleared of written warnings and suspensions after a period of five (5) years.

ARTICLE VI EMPLOYEE RIGHTS

A. Current policies shall be available in the SAU Office for review by the Association President and all employees. When policies are revised or newly created, the District shall notify the Association President in writing or via email of the name of the policy and the date of revision or creation.

B. There shall be no reprisal taken against any employees by reason of their membership in the Association or participation in its activities, nor shall reprisals be taken against employees as a result of processing of a grievance.

C. All employees shall have the right to review their records during normal business hours upon twenty-four (24) hours' notice to the office of the Superintendent. The employee may have an Association representative present during such review. The District agrees to protect the confidentiality of personnel records, and shall not establish any separate personnel file that is not available for the employee's inspection.

D. Complaints regarding an employee shall be investigated before a complaint(s) can become part of an employees' personnel file. In the event that a complaint is included in an employees' file, she/he shall be given an opportunity to respond to the complaint(s) with a statement in the personnel file.

E. Dues Deduction - Upon presentation of a signed authorization card by the employee to the office of the Superintendent, the District agrees it is to deduct Association dues from the wages of each employee. Such dues shall be deducted in equal payments over the course of the school year. The total amount of dues collected will be transmitted to the Association Treasurer once a month along with a statement indicating who has paid the dues.

The Association will keep the District informed of the correct names and addresses of the Treasurer and Building Representatives of the Association.

If an employee has no check coming or if the check is not large enough to satisfy the dues, then no deduction will be made and the dues payment will be deducted from the next paycheck. In no case will the District attempt to collect fines or assessments for the Association beyond the regular dues deduction.

F. When a reduction-in-force is necessary, lay-offs shall occur based on performance and length of service. For the purpose of this section lay-offs will occur in two (2) classifications. For the purpose of this section, performance shall be considered equal unless an employee has been disciplined within one year of the date of lay-off.

Classification I	Secretaries
Classification II	Paraprofessionals

An employee who is laid off under Article VI (F) shall be notified by letter of any job openings in the classification from which the employee was laid off for up to one (1) calendar year from the last day worked, or until a position is refused by the employee, whichever comes first. For that period of time, laid-off employees shall have first right of refusal for any job openings in the classification from which the employee was laid off

G. Non-renewal/ - Employees who are not to be rehired in the District shall be notified in writing no later than June 1. Reasons for such action shall be made known to the employee.

If an administrator has a concern about an employee's performance, he/she will voice those concerns in writing to the employee prior to January 30th so that the employee will have ample time to remedy the problem before the Board takes any action concerning the non-renewal of that employee. Such notice shall also contain suggestions for improvement of the areas of concern voiced by the administration.

ARTICLE VII WORK DAYS/WEEK/YEAR

1. Categories

A. CATEGORY OF EMPLOYEES

CATEGORY A An employee who works 52 weeks per year shall be employed for at least 35 hours per week.

CATEGORY B An employee who works 41-51 weeks per year shall be employed for at least 35 hours per week.

CATEGORY C: An employee who works 36-40 weeks per year shall be employed for at least 35 hours per week.

CATEGORY D: Employees shall be prorated based on Category C and a 35 hour work week.

2. Category B and C employees may be assigned up to five (5) additional on-site days for at the discretion of the principal with the approval of the Superintendent.

3. Any usage of additional on-site days will not change the classification of the employee.

B. LUNCH PERIOD AND BREAKS

Each employee shall have a paid lunch period of at least thirty (30) minutes and two (2) fifteen (15) minute breaks, one in the a.m. and one in the p.m.

Said breaks listed above must be coordinated to ensure proper coverage in school administrative offices during the school day.

C. SUBSTITUTE TEACHERS

Any employee, who substitutes for a teacher for a minimum of 35 minutes,, shall be paid twenty-five dollars ($ 25) in addition to her/his hourly wages for that day.

ARTICLE VIII LEAVES

A. SICK LEAVE

Employees shall be entitled to sick leave as follows:

	2016-2017
CATEGORY A	
Annual:	14
Cumulative:	121
CATEGORY B	
Annual:	12
Cumulative:	117
CATEGORY C	
Annual	10
Cumulative	113

CATEGORY D Employees shall be prorated based on Category C and a 35 hour work week.

B. REIMBURSEMENT FOR UNUSED ACCUMULATED SHORT TERM LEAVE DAYS

Upon Leaving the District, an employee with 10 or more years of service shall be reimbursed for their unused sick l days at the rate of $50 per day.

Upon notification by January 15, payment will be made in July of the same calendar year.

A Stay Healthy incentive of $25 per day will be paid for each unused Sick day over the maximum accumulated days per category, paid at the completion of the school year contract.

C. BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave up to five (5) days without loss of pay for the death in the immediate family: spouse, children of employees, children of the spouse, parents and siblings of either the employee or the employee's spouse. Employees shall be entitled to bereavement leave of one (1) day without loss of pay for the death for all other family members. Additional days leave may be granted by the Superintendent as appropriate and necessary.

D. CIVIL LEAVE

Employees on jury duty or summoned as a witness in a local, state or federal court shall be compensated equal to the differences between court reimbursement and their per diem rate without loss of benefits or salary status.

E. PERSONAL/EMERGENCY LEAVE

CATEGORY A	Employees shall be entitled to 5 days per year.
CATEGORY B	Employees shall be entitled to 4 days per year.
CATEGORY C	Employees shall be entitled to 3 days per year.
CATEGORY D	Employees shall receive a maximum of three (3) days leave on a prorated basis using a 35 hour work week.

Said days will be taken only for purposes, which could not be reasonably accomplished on other than a school day. Permission of the Superintendent and/or principal shall be required as much in advance as is reasonably possible. Said permission shall not be arbitrarily withheld nor shall employees be required to confide information of such a nature as to cause undue personal embarrassment. For serious injury, illness, or death in the immediate family, notification only will be made as soon as possible. Personal days may not be taken before, or after a holiday or on an in-service day, except at the discretion of the Superintendent.

ARTICLE IX HOLIDAYS/VACATIONS

A. HOLIDAYS

Category A & B — Employees shall receive the following holidays provided they are within their contracted work schedule.

Independence Day, Labor Day, Columbus Day (when given as a school holiday), Veterans' Day, Thanksgiving Day (2), Christmas Day (2), New Year's Day (2), Martin Luther King Jr. Day, Presidents' Day, Memorial Day

Category C — Employees shall receive the following holidays provided they are within their contracted work schedule:

Labor Day, Veterans' Day, Thanksgiving Day (2), Christmas Day (2), New Year's Day (2), Martin Luther King Jr. Day, Memorial Day, Presidents' Day, Columbus Day (when given as a school holiday).

Category D — Employees shall receive holidays on a prorated basis based on Category C and a 35 hour work week.

B. VACATION

Employees shall receive paid vacation according to the following schedule:

CATEGORY A	2014-2016
1 – 4 years	10 days
5 – 9 years	15 days
10 – 14 years	18 days
15-19 years	20days
20 or more years	25 days

CATEGORY B	
1 – 4 years	10 days
5 – 9 years	12 days
10 - 14 years	15 days
15 – 19 years	18days
20 or more years	20 days

CATEGORY C	
1 – 4 years	10 days
5 – 9 years	12 days
10 or more years	15 days

CATEGORY D

Pro-rated based on Category C and 35 hour work week

No vacation days will be taken during days of student attendance by employees in Categories B, C, and D.

Category A employees may carry over a maximum of ten (10) vacation days. Category A employees who cannot schedule and/or use these vacation days, at the request of the District, during the year in which they are entitled to receive them shall be paid for the days not taken at their current rate of pay.

ARTICLE X VACANCIES

A. POSTING

A vacancy shall be defined as a newly created position or a present position that is not filled. All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) work days.

B. APPLICATION

Interested employees may apply to the Superintendent within the ten day posting period. The Board shall post vacancy notices in the SAU building during the summer and mail a copy to the Association president. All vacancies will be filled by the best qualified applicant.

A ninety calendar day probationary period will be in effect for all new employees. Probationary employees receive benefits under the contract; however, the Board reserves the right to terminate probationary employees without the protection of this agreement.

ARTICLE XI BENEFITS

A. MEDICAL

1. The District shall offer to employees School Care Yellow Plan with the Choice Fund (see Appendix). The District shall pay toward the plan that the employee selects a dollar amount equal to the following percentages of the premium: 90% single, 83% 2-person and family.

2. Employees working less than 50%, based on a 35 hour week, will not be provided medical coverage.

3. The District will reimburse each employee who does not take health insurance $1750 each school year.

4. Retirees will be allowed to purchase medical insurance from the District Group Plan at their own expense. Employees are responsible to pay the District prior to the payment due date.

5. When an employee is employed for a full work year, the 12 months of health and dental insurance benefits for whose premiums the School District shall contribute to the cost in accordance with the collective bargaining agreement will run from September to August each year. For example, if an employee works the full 2016-2017 school year (approximately September 2016 to June 2017), the School District shall contribute to the health and dental insurance premiums in accordance with the collective bargaining agreement from September 2016 to August 2017.

B. DENTAL

The Board will provide to employees individual or 2-person coverage equivalent to Delta Dental Plan C Option 3B. The district will pay 100% of the cost of Plan C single or 2 person. The employee will pay the difference between Plan C and Option 3B up to 4%.

C. LIFE INSURANCE

The District will pay the premium for a term life insurance policy that includes accidental death and dismemberment. The face value for each employee will equal two (2) times the annual wages of the employee or $20,000, whichever is greater for Category A, B, and C employees. Category D employees will be prorated on Category C.

D. DISABILITY INSURANCE

The District will purchase income protection insurance for each employee in Category A, B, C. Such protection to begin the 91st day of disability in an amount equal to 66-2/3% of the monthly salary of the employee at the date of disability. Said insurance shall run for the duration set forth in the insurance policy in effect on January 1, 2016, and shall be coordinated with Social Security benefits.

ARTICLE XII SAVINGS CLAUSE

If any provision of the agreement or any application of this agreement to any employee or groups of employees is held to the contrary to law or unenforceable by any court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, all other provisions or application shall continue in full force and effect.

If any provision is found to be contrary to law, the parties shall meet within ninety (90) work days of such legal determination, for the purpose of adjusting only the article(s) affected so that it will be in accordance with the law.

ARTICLE XIII LIABILITY

The Board will provide $1,000,000 liability insurance coverage for each employee. A copy of the policy will be made available for viewing in each building.

ARTICLE XIV COMPENSATION

A. Wage schedule: 2016- through 2017

1. Pay Scales for Secretaries, and Paraprofessionals:

Step	Secretary	Paraprofessional
1	16.70	12.76
2	17.53	13.36
3	18.41	14.01
4	19.33	14.67
5	19.96	15.18

In 2016-2017, there is a 4.0 percent salary schedule increase and step movement for all eligible employees.

B. LONGEVITY

Employees hired after July 1, 1996, and employees whose positions were added to this bargaining unit after July 1, 1996, are not eligible to receive this benefit.

Longevity will be based on the number of completed contract years and will be paid as follows:

Fifteen (15) to nineteen (19) years	600.00
Twenty (20) to twenty-four (24) years	700.00
Twenty five (25) years or more	1,000.00

Longevity shall be paid in two (2) installments. Fifty percent (50%) in the first pay check in December and fifty percent (50%) in the last pay in June.

ARTICLE XV STAFF DEVELOPMENT

The Board recognizes the importance of continued staff training and retraining as part of a viable professional growth program. To assist the staff in advancing their skills and knowledge, the Board will budget a sum not to exceed $10,000 for staff development purposes. Expenditures of these funds will be approved using the process outlined in the approved SAU 56 Staff Development Master Plan. Such expenditures shall not exceed five hundred dollars ($500) for any single employee. If by May 1st there are still funds available, employees that have accessed funds may request additional funds for staff development.

ARTICLE XVI – MISCELLANEOUS

A. Notwithstanding any other provision in this Agreement, the School Board has sole authority and discretion to contract with individuals, companies or agencies to provide services that otherwise would be provided by persons employed in this bargaining unit if a position in this bargaining unit cannot reasonably be filled at the applicable wage with a qualified applicant.

B. Notwithstanding any other provision in this Agreement, the administration has sole authority and discretion to re-assign employees between buildings, grade levels, classrooms, and students.

ARTICLE XVII DURATION

The provisions of this Agreement will be in effect as of July 1, 2016, and continue in full force and effect through June 30, 2017. However, if the City Council approves the cost items associated with this agreement after July 1, 2016, the changes in salary and insurance will take effect on and will be prorated from the date of the City Council's approval.

The parties have caused the Agreement to be signed by their respective representative on the day and year written below.

SOMERSWORTH SCHOOL DISTRICT

By: Jonna L Pepin

Date: 6-21-16

SOMERSWORTH ASSOCIATION OF CLERICAL AND AIDES

By: Janet Knapp

Date: 6/21/16