

AGREEMENT

between the

**Wilton-Lyndeborough Cooperative
Support Staff Association NEA-NH**

and the

**Wilton-Lyndeborough Cooperative
School Board**

July 1, 2015-June 30, 2018

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1. RECOGNITION

- 1.1 The Wilton-Lyndeborough Cooperative School Board (the Board) recognizes the Wilton-Lyndeborough Cooperative Support Staff Association/NEA-NH (the Association) as the exclusive representative for all the support staff as defined in Section 1.2, employment by the Wilton-Lyndeborough Cooperative School District 9 (the District) for the purpose of negotiating with the Board with respect to terms of employment pursuant to RSA 273-A.
- 1.2 The term "support staff" shall mean and include but will not be limited to special education paraprofessionals, personal assistants, part time secretaries, part time custodians, alternative education specialists, paraprofessionals, library aids, and teaching assistants.

2. NEGOTIATION PROCEDURE

- 2.1 On or before October 1 of the year preceding the expiration date of this Agreement, either party may notify the other party in writing of its intent to negotiate terms of a successor agreement. Within fourteen (14) calendar days of the receipt of such notice the parties shall meet to establish ground rules. Either party may present initial proposals at any time up to and including this first meeting.
- 2.2 The parties agree to negotiate according to the procedures set forth in RSA 273-A and that such negotiations will be in good faith. Each party shall make proposals, counter proposals and exchange data in an effort to reach an accord on all issues raised with respect to terms and conditions of employment.
- 2.3 Either party may, if it desires, utilize the services of outside consultants.
- 2.4 The Negotiating Committees of the Board and the Association shall have the authority to reach a complete Agreement subject to ratification by the Board and members of the Association covered by this Agreement.
- 2.5 Any agreement reached upon ratification shall be reduced to writing and signed by the Board and the Association.
- 2.6 If any agreement is not reached by December 1 preceding the termination date of any year either party may declare an impasse pursuant to RSA 273-A: 12.
- 2.7 Any agreement reached which requires the expenditure of public funds for implementation shall not be binding on the Board, unless and until the necessary appropriations have been approved by the vote of the District. If such funds are not forthcoming and the District voters adopt an amount less than the budget proposed by the School Board for the administration of the school and the payment of school bills the agreements reached by the parties shall be void and the parties shall return to negotiations within fifteen (15) days.
- 2.8 If the parties fail to reach an agreement on any matter or matters which are subject to negotiations either party may declare an impasse. The parties will then attempt to mutually select a mediator of their own choosing. If no agreement is reached with a mediator either party may request the Public Employee Labor Relations Board to appoint a mediator for the

purpose of assisting the parties in reconciling their differences and resolving the controversies on terms which are mutually acceptable.

2.9 On the event an impasse still exists, the parties agree to follow the procedures outlined under RSA 273-A:12 as that statute may be amended or replaced from time to time.

2.10 The cost of mediation and/or fact-finding shall be shared by the Board and the Association.

2.11 The District will provide a copy of this Agreement to all bargaining unit members along with the first work agreement proposal given to each member.

3. ASSOCIATION RIGHTS

3.1 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that the Association reimburses the District for any special custodial service or other costs associated with such use.

3.2 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.

3.3 Special education paraprofessionals, personal assistants, alternative education specialists, will be paid for attendance at required meetings. All bargaining unit members will be permitted to attend such meetings during the time that building operations (policies, etc.) are part of the agenda. Upon request, the Association may meet with Association and/or bargaining unit members for a period of at least 15 minutes before or after any meeting held by the District in which all or part of the bargaining unit membership is to be in attendance.

3.4 The Association will have the right to post notices of its activities and matters concerning bargaining unit members in at least one place designated by the District. The Association shall also have access to any mail system used by the support staff.

3.5 Bargaining unit members designated as Association representatives to the NEA-NH Assembly of Delegates as defined in the NEA-NH Bylaws shall be granted professional leave to attend the one-day Assembly.

3.6 Up to five (5) days total per year shall be granted to members of the Association (in the aggregate) upon timely request for the purpose of conducting Association business; said days are to be non-cumulative.

3.7 Special education paraprofessionals shall be made aware of any changes in the IEPs or development plans for students they service. Paraprofessionals will have access to IEPs through case managers.

4. SALARY DEDUCTIONS

4.1 The Association shall submit to the Superintendent's Office at one time all dues deduction authorization forms (attached as Appendix A). The Board agrees to deduct from the salary of any bargaining unit member an appropriate remittance for the NEA-NH payments annuities credit union and any other plans or programs jointly approved by the Association and the Board.

- 4.2 New employees hired during the school year shall be entitled to dues deductions provided that the Association provides the respective deduction form to the Central Office within 30 days of the employee's date of hire.
- 4.3 The Central Office will transmit any dues deducted to the Treasurer of the Association within ten (10) business days of the date of deduction.
- 4.4 The Association agrees to relieve the District and the Board and all of its officers, agents, and employees from any liability in any claim or dispute between any employee and the Association for any deductions made or inadvertently omitted and transmitted in good faith in accordance with the Payroll Deduction Authorization Form attached hereto as Appendix A.
- 4.5 The District shall make a 403b or similar tax deferred program available to bargaining unit members. The District will allow employees to have money deducted from their wages for the purpose of contributing to charities. The District, however, shall have no obligation to contribute to such accounts. Any fees associated with an individual's 403b plan will be paid by the vendor or the participant, not the district.

5. GRIEVANCE PROCEDURE

- 5.1 The Association and the Board, recognize that honest differences do arise, and that fair and peaceful resolution of such differences is in the best interests of the District.
- 5.2 Informal Grievance Procedure: The parties acknowledge that it is more desirable for a member and the immediately involved supervisor to resolve problems through free and informal communications, before resorting to more formal measures. Grievances, which are not satisfactorily settled in an informal way, shall be reduced to writing and processed as provided in 5.3 - 5.9.
- 5.3 A "grievance" shall mean a claim by a support staff employee covered under this agreement or by the Association that there has been a loss or injury because of a violation of one or more provisions of this agreement. However, the following administrative actions shall not be grievable and any claim relating thereto shall not constitute a grievance unless the action is a disciplinary action against the employee with a negative reference place in the employee's personnel file:
 - 5.3.1 any claim which arises by reason of the employee not being rehired: and
 - 5.3.2 placement on Administrative Leave (as described in Article 9).
- 5.4 For a claim to be considered a grievance it must be submitted in writing within twenty (20) calendar days of its occurrence or from the time the employee or the Association should have known of its occurrence. (See Appendix B for grievance procedure forms)
- 5.5 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level except at Board level. The Association however may demand arbitration in the absence of a timely Board decision. Failure at any level of the procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision at that level and a waiver of any further appeal or other claim arising from or relating to the same occurrence.
- 5.6 Until a grievance has been finally determined (by agreement or exhaustion of appeals), a grievant shall continue to fulfill his or her assigned duties observe applicable rules and

regulations, including assignments or directives which may be the subject of the grievance until the outcome of such grievance has been determined by agreement with the Board.

5.7 Any time periods set forth in this Article may be extended by agreement of the parties. All references to days shall mean calendar days. If a deadline falls on a Saturday or Sunday, a holiday, or a snow day, then the deadline shall be the next business day. All times will be triggered by the receipt by the other party of the appeal or decision at issue.

5.8 Right of Representation: A member has the right to have a representative of choice present when processing a grievance. The representative should be an official representative of the Association or if not, the Association has the right to have someone present to represent its interests.

5.9 Formal Grievance Procedure:

Step 1: The member shall submit the written grievance to his/her building principal on the grievance form attached as Appendix B. The principal will meet with the grievant within fifteen (15) calendar days of receiving the grievance. A decision by the principal shall be rendered in writing within fifteen (15) calendar days of the meeting.

Step 2: If the member or the Association is not satisfied with the building principal's decision, he/she may appeal the decision to the Superintendent of Schools within fifteen (15) calendar days after receipt of the principal's decision. The appeal must be in writing and must specify:

- (a) The specific provision of the agreement which is alleged to have been violated.
- (b) The injury or loss which is claimed.
- (c) The remedies sought.

If the appeal fails to include any of the above then the superintendent may deny the grievance as a matter of procedure and any appeal of such decision will be limited to the issues of whether the grievant fulfilled such conditions. If the appeal is timely and includes the requisite information the superintendent shall investigate the grievance. The superintendent's investigation should include a meeting with the grievant and other participants, unless the superintendent states in writing the reason(s) for not so meeting. The superintendent shall render his/her decision within fifteen (15) calendar days after receipt of the appeal.

Step 3: If the member or Association is not satisfied with the decision of the superintendent, he/she may appeal the decision to the Board. Such an appeal must be made within fifteen (15) calendar days after receipt of the superintendent's decision. The appeal shall be in writing and include in addition to a, b and c above the specified fault with the superintendent's decision.

The Board, or a panel of at least five (5) Board members, shall review the grievance, and shall hold a hearing with those involved in the grievance. The hearing shall be held no more than thirty (30) calendar days after receipt of the appeal. The Board or designated panel shall render its decision in writing fifteen (15) calendar days after such hearing.

Step 4: If the Association is not satisfied with the decision rendered by the Board or the Board fails to render a decision within the time limits provided above the Association may appeal the grievance to arbitration by a written "Notice of Intent to Arbitrate". The notice must be received by the Board within fifteen (15) days after receipt of the decision or from the date the decision of the Board should have been rendered.

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

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

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

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

6. NOTICES

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

- 6.1 the date of a return receipt for USPS Certified Mail;
- 6.2 the date of a signed record of delivery by Federal Express or some other commercial courier;
- 6.3 the date of any signed receipt from the person to whom the notice is directed (such receipt shall not constitute an admission or agreement with the subject matter of the notice/item delivered); or
- 6.4 the date shown on any statement of service completed by a New Hampshire resident over the age of eighteen that the notice etc. was delivered in hand to the person to whom the notice is directed or the person's residence. The limitation to New Hampshire residency shall not apply to bargaining unit member's representatives of the NEA-NH or employees of the District or SAC; 163.

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

7. EMPLOYMENT

- 7.1 The District agrees that it will in no way discriminate against bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, domicile, physical characteristics, sexual orientation, disability, or Association membership/activity.
- 7.2 The Superintendent of Schools will make all assignments and transfers within the District.

- 7.3 Employee assignments shall include a job description and duties for each position. Such descriptions should be completed by the close of this contract. The Association will be a part of the development of said job descriptions.
- 7.4 On or before the close of school each year, the superintendent shall notify each member whether the District has an expectation of re-employing the member for the following year. The notice of expectation of re-employing the member is not a contract for employment and represents only an estimate of the District's anticipated personnel needs.
- 7.5 New employees hired for positions within the recognition clause of the Agreement shall be on probation for sixty (60) workdays. During that time, the employee will receive no benefits provided within, but if the new employee is retained after the probationary period, medical reimbursement benefits will apply retroactively. Probationary employees may be terminated at the will of the District.
- 7.6 Before the last Friday in July (or start of work date for employees working in the summer), each employee will receive an individual work agreement. The work agreement will specify the position, the hourly wage, the employee's anticipated "normal" or "regular" work schedule (hours per day, and days per week), and the number of accumulated sick days, if any. If the position for which the employee is being assigned is anticipated to terminate before the end of the academic year, the individual agreement shall state so.
- 7.7 The number of days/hours in a typical individual work agreement will vary according to the position.
- 7.8 Typical individual work agreements are intended to last the duration of the academic year. Individual work agreements may, however, involve work during the summer (some summer employees may have separate work agreements for the summer position(s)). Also, because the number of positions within the bargaining unit is subject to unforeseen increases and decreases as the year progresses, the District may permanently modify an individual work agreement, or may terminate such an agreement as provided in Article 9 of this agreement. In cases where the position is terminated, the employee is entitled to receive his or her hourly pay through the last day actually worked, and the other benefits as may be provided in Article 9. In addition, although individual work agreements will generally state a certain number of hours the employee is anticipated to work, the needs of the district can fluctuate on a daily basis and an employee's hours may be changed as provided in Section 7.12 and 14.2.
- 7.9 To be entitled to full benefits under this Agreement, a member's work week must be a minimum of thirty (30) hours. With the exception of health insurance benefits, members whose normal work week is less than thirty (30) hours will receive benefits as provided in this Agreement based on the ratio of the normal hours per week to thirty hours (for instance, a member with a normal work week of 26 hours (equal to 86% of 30) would receive 86% if the amount allowed a full time member for medical reimbursement). Pay for sick/personal days, however, will be equal to the amount the member would have received had the member worked his or her regularly scheduled hours. Any benefits which are determined by year shall be pro-rated according to the number of months (rounded up e.g. 2.5 weeks =1 month) portion of the school year that the person is to be employed (e.g. a person hired in December) over 10

months. That pro-ration, however, shall not exceed 100% for members who work in the summer.

7.10 Except as provided in this Agreement, or in other exceptional circumstances, in order for a member to receive compensation for hours worked beyond the members' normal schedule, the member must first have the excess hours approved by the building principal.

7.11 School Cancellation/Delayed Openings/Early Dismissal: if a school day is delayed in the opening or dismissed early due to inclement weather, or an emergency, and yet the day qualifies as a school day, support staff will be paid for the full day. If school is cancelled before the school day begins, or if the dismissal occurs before the day qualifies as one of the 175 days or required attendance, support staff will be compensated only for the time worked that day, but not less than two hours, and will be required to work any resulting makeup day at the end of the school year. Although the District will endeavor to provide individual notice of such cancellation/delay through the automated phone messaging system.

7.12 The District reserves the right to reduce the hours of any member based on daily needs (e.g., 1:1 aide's student is absent). If the member's work day is cancelled, then the District will call the member at least 30 minutes prior to the time that the member is to report to work. If the District is not able *to/or* does not call or otherwise contact the member prior to that time, and the member reports to work, then the member will be entitled to 2 hours pay and may be assigned accordingly for that period.

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

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

7.15 Whenever it is practical to do so, the District will post notice of any vacant or anticipated vacancy for any bargaining unit position or extra-curricular position. The District will post such vacancy on a bulletin board assigned for association use. Whenever possible, the vacancy will be posted before initial applicant screening and bargaining unit members will be given consideration for such positions upon application. The District will also provide notice to the president of the Association or his/her designee at the time of the posting, or if there has been no posting, as soon as is practical under the circumstances. The notice will include job title, description, compensation, and requirements for the position.

7.15.1 A vacancy shall be defined as a position presently unfilled or currently filled, but will be open in the future, or a new position. Support staff will have the right to apply for vacancies.

7.15.2 When a vacancy opens in the summer months posting will be made on the SAU 63 website.

7.16 Complaints or concerns by parents or other members of the community shall not be used in the evaluation or discipline of a bargaining unit member, unless he or she is given full substance of those concerns or complaints and given the opportunity for rebuttal.

7.17 Members whose position is a 52 week position will receive the following paid holidays: New Year's Day, Civil Rights Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving and Christmas.

7.18 Bargaining unit members will receive a 20 minute paid lunch each day they work over five hours.

7.19 Vacation and eligible employee: Bargaining unit members who work year-round shall be eligible for vacation time as follows:

7.19.1 Years of Service Weeks in	1 st through 5 th year	2 weeks
	6 th through 10 th year	3 weeks
	11 th year and beyond	4 weeks

7.19.2 Computation of Vacation Time: Vacation time shall be computed as of each employee's anniversary date of employment. Vacation time may be taken at a time, approved by the employee's immediate supervisor. Vacation time must be taken within one year of the year in which it is accrued.

7.19.3 Scheduling of Vacation Time: Requests for vacation leave will be in writing, by the employee and approved by the supervisor based on seniority, whenever possible. A written response to the employee's request for vacation leave shall be given in a timely manner by the employee's supervisor. An employee's choice of vacation time shall not be denied unreasonably.

7.19.4 Paid Vacation Time: Upon termination: Upon mutually agreed separation or termination, an employee shall be paid for all accrued vacation time based upon his/her current rate of pay.

8. VOLUNTARY LEAVES

8.1 Members shall be entitled to unpaid long term leaves in 8.2 below and subject to the following: All requests for long term leaves of absence shall be made in writing shall be granted in writing, and shall not be modified except in writing.

8.1.1 Any member on an unpaid leave under this Article has the option of continuing insurance benefits at his/her own expense, paid through monthly payments.

8.1.2 All benefits to which a support staff member was entitled at the time she/he commenced any leave under this Article shall be restored upon his/her return, provided such benefits remain legally permissible and available under any then applicable collective bargaining agreement.

- 8.1.3 The member may return to the District as an employee at the end of the Leave provided a) the member's position or other similar position is then available and b) the member pursued the purpose for which the Leave was granted.
- 8.1.4 A Leave will not cause any loss of experience on the Salary Schedule but experience shall not accrue during the leave. Upon return the member will be placed at the same salary track and level of experience and retain all accumulated sick days he or she had obtained at the time the leave commenced.
- 8.2 Family and Medical Leave: Eligible members are entitled to benefits as provided in the Family and Medical Leave Act of 1993 PL 103-3 and all subsequent amendments thereto.
- 8.3 Bereavement Leave: The District will grant a paid leave of up to three (3) days for the death of a member of a bargaining unit member's family. The District will grant a paid leave of one (1) day for the death of a close friend of the unit member. In extenuating circumstances additional time may be granted with the approval of the Superintendent and the Principal.
- 8.4 Military/Jury Duty: Bargaining unit members will be granted up to five days paid leave per academic year for military reserve/national guard duty and up to five days paid leave for jury duty. The amount paid by the District will be the difference between the amount the member receives for the military or jury duty and the amount compensation the member would ordinarily receive from the District for the specific day the member is on such leave.
- 8.5 Discretionary Leave: Upon written request to the superintendent, and for good cause, the Board may, at its sole discretion grant other long term unpaid leave. The denial of leave under this paragraph shall not be grievable.

9. REDUCTION IN FORCE

Should the School Board find it necessary to eliminate one or more positions within the bargaining unit (to include a reduction by more than 40% in the number of hours for a position); the following processes will be followed:

- 9.1 The superintendent will notify the President of the Association when such an elimination/reduction is contemplated, the notification shall include the reasons for the elimination, and a statement as to the School Board's intentions with respect to any personnel reassignments/attrition relating to the elimination.
- 9.2 In the event a position is terminated. The superintendent retains sole discretionary authority in determining the employee or employees who will not be rehired, reassigned, put on administrative leave, or terminated as the case may be.
- 9.3 In the event that a member is either not rehired or is terminated solely by virtue of the elimination of one or more positions within the bargaining unit that employee will be deemed to have been placed on "Reduction in Force".
- 9.4 If placed on "Reduction in Force" a member who is then subsequently rehired within two years after the Administrative Leave began will be placed at same salary track and level of experience

and retain all accumulated sick days as he or she had obtained at the time of the Administrative Leave.

- 9.5 When a member is placed on "Reduction in Force" the member shall continue to receive paid insurance benefits for thirty (30) days from the date last worked or, if during the summer, the date he or she receives the Leave Notice. For two years thereafter, the member may continue his or her insurance benefits at his/her own expense, paid through monthly payments.

10. SICK TIME/PERSONAL DAYS

In addition to leaves as provided in Article 8 and 9 above, unit members will be allowed to leave for personal illness or illness of a spouse, children or parents of the employee ("sick day") or other personal reasons ("personal days") subject to the following:

- 10.1 Probationary employees will receive one (1) sick day at the beginning of the school year or at the start of their employment and shall accrue one (1) sick day at the end of each subsequent calendar month in which the member actually works at least 60% of the days he or she is otherwise scheduled to work. Except for those members who are assigned summer hours, the maximum number of sick days to accrue for a single academic year shall be ten (10). Year round employees may earn up to three (3) additional sick days.

Each member who is no longer probationary on July 1 of a school year will begin the school year with his or her accumulated sick days as outlined in section 10.2 below plus their annual sick day allotment as outlined in section 10.1 above.

- 10.2 Members may accumulate a maximum of thirty (30) unused sick days to be carried over to the next academic year which are to be added to the member's annual sick day allotment for that new academic year. The days carried over, however, may only be used as sick days (personal illness or the illness of a spouse, children or parents of the employee).
- 10.3 In order to be eligible to be compensated for a sick day, the employee must call the principal or designee no less than 60 minutes before the time that the employee is to report to work.
- 10.4 Each member will receive two (2) personal days at the beginning of the school year.
- 10.5 Unit members shall be given a written accounting of their accumulated sick leave at the beginning of each school year.
- 10.6 A member shall not be compensated for accumulated or other sick or personal days upon the permanent or temporary cessation of employment with the District.
- 10.7 The Association and the Board agree that bargaining unit members are eligible to participate in a Sick Day Bank which shall be administered jointly by the Association and the Administration.
- 10.7.1 Purpose: The purpose of the Sick Bank is to provide additional sick days to the Sick Bank participants who have exhausted their annual and accumulated sick leave due to a serious and prolonged personal illness, but only until the 90 day waiting period for LTD has been completed.

10.7.2 Participation: Participation is voluntary by way of election. In the beginning of each school year (or at the time of hire for new hires), the Administration will provide all members with an election form.

- a. New Members: To join the Sick Bank, members must return the form within 21 calendar days of receiving the form, at which time they will be required to contribute up to 2 sick days.
- b. Renewal: Members who participated in the Sick Bank the preceding year will be automatically enrolled unless they opt out of the sick bank by returning the election form within 21 days of receiving it.

10.7.3 Administration: The sick bank will be administered by a "Review Board" of 5 members appointed by the Association Executive Board in cooperation with the superintendent.

The Association President will serve an alternate in case of conflict of interest. The president may appoint a designee to take his/her place. The superintendent will be notified in advance of the time and place of each meeting of the Review Board and may attend meetings or designate an administrator as his/her representative. The superintendent or his/her designate shall be entitled to vote on any matters before the Review Board.

10.7.4 Sick Bank Contributions and Balance

- a. Carryover: Beginning in June 2015 and in June of each year of this contract, the business office will send a report to the union president showing the balance in the Sick Bank at the start of the school year, total days added, days used, and ending balance. The Sick Bank Balance will carry over to the next year.
- b. Minimum Balance: In the event that the Sick Bank balance is diminished during a school year to forty (40) or fewer days, each member will be required to contribute two (2) days the following fall.
- c. Special Provision: Members may contribute additional days to the Sick Bank during a school year with no limit, but must do so before June 1 of the school year.

10.7.5 Utilization of Sick Bank Days:

- a. Request: Participants may apply for a specific withdrawal from the Sick Bank by contacting the Association President.
- b. General Usage: The Sick Bank may be used only for serious and prolonged personal illness or injury. Voluntary and unnecessary medical procedures are not considered personal illness or injury.

c. Evidence of Need: The Review Board will require a doctor's note and may request input from Administration.

d. Administrative Input: The superintendent may provide the Review Board with information which the Superintendent deems appropriate and helpful to the Review Board's deliberation.

e. Review Board Decision: Decisions of the Review Board will be honored by the administration as well as by members who apply for withdrawal of sick days.

11. STAFF DEVELOPMENT

11.1 The District may provide staff development opportunities for bargaining unit member during in-service/workshop days as deemed appropriate by the District. There will be no cost for such workshops and members will be paid for actual hours attended.

11.2 Upon written request and District approval, employees will be granted paid time off and reimbursement for conferences or workshops which are scheduled during the school day and mutually agreed upon.

11.3 The District will reimburse members for any classes, training or other staff development a member is required to incur as a condition of maintaining his or her current employment position within the District and which classes training etc. the District does not provide in house. In order to receive reimbursement the member must receive prior approval for the class training, or other staff development activity and must receive a Grade of B or better or a "Pass" if there is no letter grade.

12. COMPENSATION

Subject to the terms of this Article, members shall be paid in accordance with their years of experience and level of training and/or certification required by the position for which they are employed.

12.1 At the time a person is hired for a membership position, the superintendent or his/her designate shall review such person's work experience prior to being hired by the District and determine the person's experience level for placement on the Wage Schedule, Appendix D. The person will receive one year of experience for purposes of the schedule for each period of full time employment (30 hours per week) for nine months in a field related to the field of the position for which the person is hired.

The superintendent may also approve additional experience for placement on the Wage Schedule as he or she may deem appropriate in his or her sole discretion.

12.2 In order to qualify as a year of experience for purposes of moving vertically on the Wage Schedule, the member must actually work a minimum of ninety (90) days during the academic year, or if part-time, at least 6 full months of the 10 month academic year.

12.3 Positions within the bargaining unit are created and maintained on an as needed basis. Consequently, creation or termination of a position requiring certain training, education, or certification (thereby qualifying for an advanced track on the salary schedule) may occur at any time.

12.4 As positions within the bargaining unit are created and maintained on an as needed basis, movement to an advanced track on the salary schedule is at the sole discretion of the superintendent.

12.5 Ideally when a member desires to be considered for a position on a track more advanced than the member's then current track, the member should provide written application to the superintendent no later than January 15 of the preceding academic year. Members may apply for such advancement before the actual receipt of any necessary credits, degrees or certifications, but in order for the advance in track to occur, the member must provide certification or other proof of completion no later than twenty-one (21) days before the first day of the school year in which the advancement is to take effect.

12.6 Any member, who has advanced from the SPED Aide NO Cert track on the salary schedule to SPED Aide Cen Required track, will remain in that track if the position requiring the certification is later eliminated and the employee is appointed to an Aide No Certification position.

12.7 Retirement: A member who has completed ten (10) or more years of employment in the District shall receive **\$75** for each year of employment with the District. If a member has given notice at least 7 months before the anticipated retirement date (i.e. notice by November 30 to retire on June 30) the District will make the appropriate payment within thirty days of the member's last day of employment. Otherwise the payment will be made at the discretion of the District, but no later than July 15 of the calendar year immediately following the calendar year of retirement.

12.8 Those employees currently employed by the District as of June of 2014 will receive a 2% increase each year of the contract. All new hires will be placed on the schedule in Appendix C based on their years of experience and level of training and/or certification required by the position for which they are employed and receive a 2% increase each year after that for the duration of the contract.

13. LIFE/DISABILITY INSURANCE AND OTHER BENEFITS

13.1 The District shall pay the cost of providing \$30,000 of term life insurance with accidental death and dismemberment to all employees covered by this Agreement.

13.2 The District shall pay the cost of providing long term disability insurance for all employees covered under this agreement. Insurance shall provide 66-2/3% one month's gross wages based on the employee's regular schedule, with a maximum benefit of \$3,500 per month. Benefits accrue and become payable only after a 90 day waiting period. Such benefits shall be payable until normal Social Security retirement entitlement age.

13.3 Section 125 Flex Savings Account-Medical Expenses: The District will make a Flexible Savings Account ("FSA") plan available for reimbursement of health, dental and child care expenses as provided under section 125 of the Internal Revenue Code. Employees who elect to accept the health insurance plan offered by the District will not receive an FSA contribution from the District. Employees who work 30 or more hours per week and who do not take the health insurance plan offered by the District will receive a \$500 contribution to an FSA. In addition, a lump sum of \$275 will be paid to those support staff in December of each year of the contract. Those employees who are ineligible to take health insurance offered by the District (they work less than 30 hours per week) a contribution will be made to an FSA plan in accordance with

Article 7.9 using \$775 as the base amount for calculation. However the contribution to an FSA by the District in this instance will not exceed \$500, with any remainder of the calculation to be received as a lump sum in December of each year. The District will be responsible for all third party fees and costs required for administration of the plan.

13.4 The District will provide a single person health insurance plan, OA+, with the employee contribution set at 9.5% of their yearly income or 20% of the cost of the yearly premium, whichever is lower. Employees may also access two person or family plan coverage currently available to other District employees. However, the District contribution to two person or family plan coverage will be limited to an amount equivalent to the District's contribution to single plan coverage for the employee.

13.5 Any member employed as of the end of an academic year shall receive benefits under this Article through the summer vacation.

14. HOURS OF WORK

14.1 Employees will be notified of their normal work hours by their supervisor. Employees will be given fifteen (15) days' notice of any permanent change in the normal hours of work.

14.2 An employee's hours may be temporarily changed by a supervisor or managerial employee. A temporary change for purposes of this Article is a change of fifteen (15) or fewer consecutive workdays. Notification of such change may be made on the day that the change is to occur or sooner if possible.

14.3 The superintendent retains sole discretionary authority in determining whether there shall be a permanent change to the number of hours stated in a member's individual work agreement.

14.4 Nothing in this Article or in the designation of normal work hours constitutes a guarantee of hours and employees shall be paid only for actual hours worked.

15. PERSONNEL FILE

15.1 The District shall maintain an official personnel file for each employee; which shall include application for employment, employment agreements, formal evaluations; records of formal disciplinary actions; other documents which the superintendent or Board deem appropriate; and any other documents required to be kept in the personnel file under the Statutes of the State of New Hampshire.

15.2 The parties recognize that employee evaluations are a supervisory function and terms of condition of employment.

15.3 Any member shall have the right, upon reasonable notice, to review and make copies of any information in his or her personnel file. The District reserves the right to require that any such review be in the presence of, and that any copies are to be made by, a District representative. The member shall have the right to be accompanied by an Association representative.

15.4 Anonymous or unattributed material shall not be placed in a personnel file.

15.5 The employee shall receive copies of any material to be placed in his/her personnel file.

15.6 The employee may attach response to any such material. Such response must be delivered to the superintendent within twenty (20) days of a member's receipt of the copy of the material placed, or to be placed, in the personnel file. The District need not reply to the employee's response, and failure of the District to reply shall not be deemed or construed to be an acceptance of or agreement with the employee's response.

15.6 It is desirable that the District obtain a signed statement from the member that he/she has received a copy of the material to be placed in his/her personnel file. Such a signed statement shall only constitute evidence of receipt of the material and not as assent to the comments, unless such assent is clearly demonstrated.

16. DISCIPLINE

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

Dismissal does not include:

16.1 an Administrative Leave;

16.2 a reassignment or reduction in hours resulting from a reduction in demand for District support staff hours (e.g., child for 1: 1 aid reduces time in school);

16.3 a decision not to rehire a current or former employee.

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

17. MANAGEMENT RIGHTS

The Board shall retain the sole right and authority to operate to operate and direct the affairs of the School District in all its various aspects, subject only to such limitations as are expressly set forth in this Agreement. Among the rights retained, in addition to those enumerated in RSA 271-A:1, X 1, are the Board's right to:

17.1 set standards and services offered to the public:

17.2 direct the working forces:

17.3 plan, direct, control and determine the operations or services to be conducted by the School District or by employees of the School District

17.4 assign and transfer employees per job description on a permanent or temporary basis (including daily);

- 17.5 hire, evaluate, promote or demote employees;
- 17.6 suspend, discipline, or discharge employees;
- 17.7 relieve employees due to lack of work, funds, or other legitimate reasons;
- 17.8 make and enforce rules and regulations;
- 17.9 determine days of operation, employees' work schedules and school calendar, to include equitable distribution of duties required to all support staff, not to include1:1 paraprofessionals (e.g. lunch duty, recess duty, bus duty);
- 17.10 change methods, equipment or facilities, and
- 17.11 maintain the efficiency of governmental operation, including the determination of and the right to contract out bargaining unit work as the Board deems in the best interest of the District. The District agrees, however, that it will not contract out bargaining unit work during the term of this contract unless mutually agreed upon.

18. DURATION

The provisions of this Agreement shall be effective as of July 1, 2015 and continue to remain in full force and effect until June 30, 2018.

19. ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right ad opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter not specifically referred to, or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement. The foregoing sentence shall not apply to matters which primarily impact a term or condition of employment.

20. SAVINGS CLAUSE AND RESERVATION TO VOTERS

A. Savings Clause:

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation by the parties. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

However, in the event that the health insurance plan offered to the support staff by the District would result in the imposition of an excise tax on the District, the parties agree to exchange proposals limited to identifying a health insurance plan that complies with the Affordable Care Act that does not result in the imposition of the so-called 'Cadillac tax' no later than February 1, 2017. Any reduction in cost realized as a result of changing health insurance plans shall be distributed to bargaining unit members who are enrolled in the health insurance at the time.

Duration

This agreement shall extend from July 1, 2015 to June 30, 2018 unless extended or modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the 6 day of Jan. 2015.

Wilton-Lyndeborough Cooperative School Board

Wilton-Lyndeborough Support Staff Association

By [Signature]

By Michael J Kennedy

By Mary Guild

By Ann Buid

By Joyce Fisk

By Franci Galish

By James B. White

By Anne M. Setaro

By Matthew D. Baker

By Francis M. Breyer

By [Signature]

By Carol Leblanc

By _____

APPENDIX A

Wilton-Lyndeborough Cooperative School District

Dues Deduction Authorization Form

Name: _____ School Year: _____

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

- A. For membership in the Wilton-Lyndeborough Cooperative Support Staff Association (WLCSSA): \$_____
- B. For membership in the NEA-NH: \$_____
- C. For membership in the National Education Association: \$_____

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

____ In installments through payroll deductions

____ In one sum, from my pay check

____ By check in one sum, to the WLCSSA treasurer by October 15th

I understand that upon leaving the Wilton-Lyndeborough Cooperative School District before full dues authorized have been deducted the balance shall be deducted from my final check.

Signature: _____

Date: _____

APPENDIX B

Wilton-Lyndeborough Cooperative School District

WLCSSA Grievance Report Form

STEP ONE

Grievant: _____

Date received by Principal:

To: _____
Name of Principal

School: _____

MUST BE RECEIVED BY PRINCIPAL WITHIN 20 DAYS OF OCCURRENCE

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

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

2. Relief sought:

(Grievant's Signature)

Date

Answer given by Principal (Attach additional sheets if necessary):

(Principal's or Representative's Signature)

Date

WLCSSA Grievance Report Form

STEP TWO
(Appeal to Superintendent)

Date received by Superintendent:

Grievant's response to Principal's answer (attach additional sheets if necessary):

(Grievant's Signature)

Date

Answer/Decision of Superintendent (attach additional sheets if necessary): _____

(Superintendent's Signature)

Date

WLCSSA Grievance Report Form

**STEP THREE
(Appeal to School Board*)**

*Deliver to SAU Office

Date received by School Board/SAU:

Grievant's response to Superintendent's answer-must also include reason Grievant believes Superintendent's decision is at fault (attach additional sheets if necessary):

(Grievant's or Representative's Signature)

Date

Requesting a hearing from School Board? YES NO

Schedule for hearing? YES NO

Reasons Board reject's hearing or Board's decision (attach additional sheets if necessary): _____

(Board Representative's Signature)

Date

Appendix C

Wilton-Lyndeborough Cooperative Support Staff 2015-2018

Wage Schedule

<u>Step</u>	<u>Para-position No degree or cert, PT secretary, PT custodian</u>	<u>Para-position requiring degree or HQ Certification</u>	<u>Personal Assistant</u>	<u>Computer Instructor enrichment program and Library Consult/Aide</u>
0	\$11.83	\$12.85	\$13.97	\$14.45
1	\$12.08	\$13.09	\$14.85	\$14.55
2	\$12.33	\$13.33	\$14.45	\$14.66
3	\$12.58	\$13.57	\$14.70	\$14.76
4	\$12.84	\$13.82	\$14.93	\$14.86
5	\$13.09	\$14.06	\$15.17	\$14.96
6	\$13.34	\$14.30	\$15.41	\$15.06
7	\$13.59	\$14.54	\$15.64	\$15.16
8	\$13.86	\$14.79	\$15.90	\$15.26
9	\$14.10	\$15.03	\$16.13	\$15.36
10	\$14.38	\$15.27	\$16.37	\$15.46
11	\$14.60	\$15.53	\$16.61	\$15.56
12	\$14.88	\$15.76	\$16.86	\$15.67
13	\$15.07	\$16.00	\$17.09	\$15.77
14	\$15.36	\$16.24	\$17.34	\$15.87
15	\$15.65	\$16.48	\$17.57	\$15.97