

CONTRACT BETWEEN

**THE DRESDEN SCHOOL BOARD
AND THE
HANOVER SCHOOL BOARD**

AND

**THE HANOVER SUPPORT STAFF
NEA-NEW HAMPSHIRE
(HSS/NEA-NH)**

FOR THE SCHOOL YEARS

2008-2009

2009-2010

2010-2011

TABLE OF CONTENTS

| | | |
|---------------|--|----|
| ARTICLE 1: | RECOGNITION | 1 |
| ARTICLE 2: | ASSOCIATION RIGHTS | 2 |
| ARTICLE 3: | MANAGEMENT CLAUSE | 2 |
| ARTICLE 4: | NEGOTIATION PROCEDURE | 2 |
| ARTICLE 5: | VACANCIES..... | 3 |
| ARTICLE 6: | REDUCTION IN FORCE | 3 |
| ARTICLE 7: | FAIR TREATMENT | 4 |
| ARTICLE 8: | EVALUATION..... | 4 |
| ARTICLE 9: | GRIEVANCE PROCEDURE..... | 5 |
| ARTICLE 10: | INSURANCE..... | 7 |
| ARTICLE 11: | DEDUCTIONS..... | 8 |
| ARTICLE 12: | OVERTIME..... | 9 |
| ARTICLE 13: | PAID AND UNPAID LEAVE | 9 |
| ARTICLE 14: | COMPENSATION | 12 |
| ARTICLE 15: | STAFF DEVELOPMENT | 14 |
| ARTICLE 16: | DURATION CLAUSE, SIGNATURE PAGE..... | 14 |
| EXHIBIT 1: | Method of Pro-rating personal leave time for Dresden and Hanover Support Staff | 15 |
| Attachment 1: | Schedule of Health Insurance Benefits | 16 |

ARTICLE 1: RECOGNITION

The Board recognizes the Hanover Support Staff, HSS/NEA-New Hampshire, for purposes of collective negotiations according to RSA 273-A as the exclusive representative of support staff of the Hanover and Dresden School District(s) certified by the New Hampshire Employee Labor Relations Board. The units of the support staff shall include educational assistants, calendar year secretaries, and school year secretaries. Excluded are the Registrar and the Administrative Assistant to the Athletic Director.

If a new employee position is created during the life of this agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

Definitions:

The following list of terms will be used frequently in this agreement and when they are used they will refer to the definitions described below unless otherwise stipulated.

1. The term "support staff" and "employee" shall mean any individual who is employed either on a school year basis or a calendar year basis as an educational assistant or school secretary (paid on an hourly basis) by the Hanover or Dresden School. Board(s).
2. The term "full time" means scheduled employment during the school year or calendar year at a minimum of 30 hours per week.
3. The term "calendar year" means scheduled employment during the full (52-week) year at a minimum of 30 hours per week.
4. The term "part time" means scheduled employment during the school year or calendar year at less than 30 hours per week.
5. The term "pro-rata" means percentage of full time; that fraction which is determined by dividing a part time employee's scheduled weekly hours by 30 (hours). (See Exhibit 1)
6. The term "day" shall mean contracted workday.
7. The term "temporary position" means a job which the administration has created for the purpose of meeting a short-term, specific need. No temporary position shall exceed one hundred and twenty workdays. All job openings of this nature will be advertised as "Temporary" and the dates of such a position (based on the administration's estimate of the number of work days needed to complete the specific tasks advertised) shall be stated in the notice. Extensions of temporary status may be made at the discretion of the Superintendent for up to 30 days. Temporary employees are excluded from this contract, and are not eligible for benefits nor can they be paid more per hour than employees with up to 5 years comparable experience.
8. The term "district" means the Hanover/Dresden School Districts combined.
9. The term "school" means any work location,
10. The terms "School Board", "Board", and "Employer" mean collectively the School Boards of Hanover and Dresden or any of their agents unless the content indicates an individual Board.
11. The term "Association" means the Hanover Support Staff/NEA-New Hampshire (HSS/NEA-NH).

12. Whenever the singular is used in this agreement, it is to include the plural unless the context indicates otherwise.

ARTICLE 2: ASSOCIATION RIGHTS

The Board agrees that all employees shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board for reasons of membership in the Association or participating in any of its activities or the exercise of individual rights under RSA 273-A.

The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings in accordance with established school policy.

Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times so long as the Association's activities do not interfere with (the) normal school operations.

The Association and its representatives shall have the right to use school facilities and equipment, including typewriters, computers, and all duplicating machines at reasonable times, when such equipment is not otherwise in use. Any costs incurred by such use will be borne by the Association.

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on staff bulletin boards and may use school mailboxes for communications.

At the beginning of every school year, the Association shall be credited with four days leave with pay to be used by and at the discretion of its officers or agents. The Superintendent shall be notified no less than two days prior to the commencement of such leave.

Designated representatives of the Association shall be allowed to receive telephone calls and other communications concerning Association business at any time during school hours so long as these activities do not interfere with normal school operation.

ARTICLE 3: MANAGEMENT CLAUSE

The Association agrees that, except as specifically abridged or limited by the provisions of this agreement (or any agreement that may hereafter be made), all of the rights, powers, and authority of the Boards and their agents to manage, direct or supervise all of the operations of the Hanover and Dresden School Districts and all employees in all phases and details shall be retained by the Boards and their agents.

ARTICLE 4: NEGOTIATION PROCEDURE

Negotiation procedure will be consistent with New Hampshire RSA 273-A.

All collective bargaining shall be conducted between the School Board and/or its representative(s) and the Association and/or its representative(s).

On or before October 1 prior to the expiration of this Agreement, the Association will submit to the School Board written notice(s) of its intent to negotiate a successor agreement concerning wages, fringe benefits, and terms and conditions of employment, Actual negotiations will begin no later than November 1st of that year.

During such negotiations, the School Board and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals.

Either party may, (if it so desires,) utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Any agreement reached shall be reduced to writing and signed by the negotiating teams for the School Boards and the Association and submitted to the Boards and Association for ratification. All cost components of the agreement must be presented to the voters of both districts in a manner consistent with legal requirements. Any agreement, which requires the approval of the Districts' voters shall be placed on the warrant in a timely fashion and shall become final only when approved by the voters of both Districts. (Failure to secure the Association's ratification or gain approval of the Board or voters in either District shall cause the parties to re-open negotiations and return to the bargaining table.) A copy of the agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen days of the signing. The School Board, within thirty days of the signing of this agreement, shall be responsible for reproducing and distributing copies of the agreement to all current bargaining unit members and new hires. In addition, one copy of the agreement, shall be available for reference in the Principal's office at each school.

ARTICLE 5: VACANCIES

Notices of vacancies within the Hanover and Dresden School District shall be posted on the staff bulletin board in each of the schools and sent to the Association as soon as the administration has determined that a vacancy will be filled.

Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements for the position, and the name of the person to whom the application is to be returned. The period between posting of a position and closing of applications shall be no less than four days.

When a vacancy arises in any support staff position, the Administration will first attempt to fill the vacancy with a qualified individual from within the bargaining unit. If more than one candidate from the bargaining unit is equally qualified, then seniority will be given priority consideration in filling the vacancy. The School Board retains the right to hire someone from outside of the District if that individual is better qualified for that position.

ARTICLE 6: REDUCTION IN FORCE

The rights and benefits of this article are granted exclusively to employees who have completed two or more years of service in the District.

If the Board determines it necessary to decrease the number of staff, eliminate any position or reduce hours in a position, the Board may lay-off the necessary number of staff or reduce their hours, but, only in the inverse order of seniority of the support staff of the District. In the case of a tie in seniority, the administration will decide whom to retain based on the needs of the district and the qualifications of the support staff who are "tied". (Less senior staff members will be subject to lay-off or reduction in hours before more senior staff members.) The School Administration retains the right to determine assignments while applying the reduction in force procedures. A staff member being laid off who is qualified for another position may displace a staff person in another area or position with less seniority within the District. Under this article, no staff person may be prevented from securing other employment during the period the staff person is laid-off. When a (new) staff position becomes available, laid-off staff members of

the district shall be offered re-employment in the inverse order of their having been laid-off, provided that they are qualified to assume the available position(s) in accordance with Article 5.

Recall rights shall remain in effect for fifteen months from the date on which the layoff notice became effective. A recalled staff member's credit for previous years of service in the district shall not be lost as a result of a layoff.

The Administration shall prepare a seniority list for the 2010/2011 school year, which indicates the dates of employment for each bargaining unit member. Thereafter, the Administration will prepare a seniority list every five years unless needed sooner.

ARTICLE 7: FAIR TREATMENT

Right to Representation:

A staff member shall at all times be entitled to have a representative of the Association present at any meeting when he/she is being disciplined for any infraction or deficiency in performance, - unless the Board or its agent determines that the infraction or deficiency warrants immediate discharge or suspension. In all cases not demanding immediate action, the staff member shall be given at least three days' notice of any such meeting.

Statement of Reasons:

No staff member who has been employed for more than one year shall be discharged, suspended, warned in writing, or reduced in rank, hours, or compensation without a written statement which provides the reason(s) for such action. All written material forming the basis for such disciplinary action will be made available to the staff member and the Association unless dissemination is controlled by statute.

Oral Communications:

This article shall not apply to oral communications between supervisors and staff members in the regular management of the schools as suggestions, corrections, directives, advice or oral warnings.

ARTICLE 8: EVALUATION

It is recognized by the parties that evaluation of performance is the responsibility of the administration or a staff member who is designated to supervise the employee. The employee will be informed of the person responsible for the supervision. The supervising staff member will not be a member of this bargaining unit.

Job descriptions will be given to support staff employees within the first sixty (60) working days of their initial day of work in such job. If a job description does not exist, the designated supervisor will develop a job description with input from the employee. All job descriptions are subject to approval by the principal.

Evaluation form(s) will be completed at least once during each fiscal year for each support staff employee. The administration may consult with teaching staff members who have knowledge of the employee's performance when completing the evaluation of the employee. An evaluation session will be held by the administrative evaluator and the employee being evaluated. The completed evaluation form will become part of the employee's personnel file.

The evaluation form will provide lines for the signatures of the employee and the evaluator. Both individuals shall sign the completed evaluation. The signing of the evaluation by the employee is an acknowledgment by the employee that he/she has been informed of the contents of the evaluation; the signature of the employee does not necessarily indicate that the employee concurs with the evaluation. The employee may attach a written statement to his/her evaluation.

No material pertaining to a staff member's job performance or behavior will be placed in his/her personnel file unless the staff member has been given a copy of the material. The staff member and his/her representative will be allowed access to his/her personnel file consistent with SAU 22 Policy "GAK",

ARTICLE 9: GRIEVANCE PROCEDURE

"Grievance" shall mean a written complaint issued by a staff member, a group of staff members, or the Association, which asserts that the terms and/or conditions of this Agreement have been violated.

An "aggrieved person" is the person or persons making the complaint. The term "day", when used in this article, shall mean school day(s), except at the close of the school year when "day" shall mean each of the weekdays, Monday through Friday, excluding holidays.

A grievance shall be considered only if submitted in writing to the principal of the school in which the affected employee or employees work before the expiration of twenty days from the day on which the "aggrieved person" first knew or reasonably should have known of the alleged act, omission to act, or occurrence giving rise to the grievance.

If said employee or employees work in more than one school, the grievance shall be submitted to the principal of the school or schools where the grievance originated. Such writing shall briefly state the nature of such act, omission to act, or occurrence as well as the alleged harm suffered as a result.

The aggrieved person shall continue to observe all assignments and applicable rules and regulations of the school district during the grievance process.

The meetings with the principal(s) and the Superintendent shall not be open to the public. The hearing(s) before the Board or its committee shall be closed to the public unless an open hearing is requested by the employee or is required to be open by law.

Failure by the aggrieved person at any step of this procedure to appeal a grievance to the next step within the time limit specified shall be deemed a waiver of further appeal of the decision.

Level One. - The Principal

The aggrieved person may discuss the issues with the principal in an attempt to resolve the matter informally at that level. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved person, then the grievance shall be set forth in writing and submitted to the principal specifying:

1. the nature of the grievance,
2. the provision of this contract being grieved,
3. the action required.

The principal shall communicate a decision in writing to the aggrieved person and to the president of the Association within ten days of receipt of the written grievance. Failure of the principal to communicate his/her decision on the grievance within this time period shall permit the grievance to move to Level Two.

Level Two - Superintendent.

The aggrieved person, no later than five days after receipt of the principal's decision, may appeal that decision to the Superintendent of Schools. The appeal must be made in writing, including the matter submitted to the principal, as specified above, and the dissatisfaction with the decision previously rendered. The Superintendent shall meet with the aggrieved person to attempt to resolve the matter as quickly as possible, but within a period not to exceed ten days. The Superintendent shall communicate his/her decision in writing to the aggrieved person and the president of the Association within ten days after the meeting. Failure of the Superintendent to communicate his/her decision on the grievance within this time period shall permit the grievance to move to Level Three.

Level Three - School Board

If the Superintendent's decision does not resolve the grievance to the satisfaction of the employee, the decision may be appealed to the appropriate School Board(s) within five days of receipt of the Superintendent's decision. The aggrieved person shall have the right to appear before the School Board, or a committee thereof, to present evidence and argument for the School Board's consideration within twenty days of submitting the appeal to the School Board(s). The decision of the School Board shall be made and transmitted in writing to the employee no later than thirty days from the time of submission of the grievance to the School Board.

Level Four – Arbitration

If the decision of the School Board(s) does not resolve the grievance to the satisfaction of the aggrieved person and a third party review is desired, the employee shall so notify the Association within five days of receipt of the School Board's decision. If the Association determines that the matter should be arbitrated, it shall advise the School Board in writing within ten days of receipt of the aggrieved person's request. The parties will then initiate a request for arbitration according to the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not, in any way, add to or subtract from this agreement. The fees and expenses of the arbitrator will be shared equally by the two parties. Either party may appeal the arbitrator's award in accordance with RSA 542.

Rights of Staff Members, Association, Principal(s), Superintendent, & School Board(s)

1. An aggrieved person may be represented at all stages of the grievance procedure by him/herself or by the Association.
2. An individual employee may present an oral grievance to Level One.
3. No resolution of a grievance shall be inconsistent with the terms of this Agreement.
4. The Principal(s), the Superintendent, and the School Board(s) or a committee thereof may be represented at all stages of the grievance procedure by himself/herself/themselves and the school's attorney, or his/her designee.

Grievance Documentation

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or such grievance(s) be alluded to in any communication(s) between the administration and said prospective employer.

ARTICLE 10: INSURANCE

In this Article, the insurance coverage and premiums described are those to which full time support staff are entitled.

Support staff personnel who are hired after July 1, 2008 and who work at least 25 hours per week are entitled to coverage, but the District's contribution to the premium for such eligible employees will be on a pro rata basis as defined in definition #5, article 1. Support Staff personnel who were hired before July 1, 2008 who work at least 17 1/2 hours per week are entitled to coverage, but the District's contribution to the premium for such eligible employees will be on a pro rata basis as defined in definition #5, Article 1.

New hires shall be able to participate in the insurance benefits provided in this article on first day of the month following commencement of employment.

Health Insurance:

Full time support staff will be able to participate in a health care plan (HMO or POS) with benefits equivalent to attachment 1.

In 2008/2009 the employing District will pay eighty-seven percent (87%) of the full premium for the participating employee's coverage (individual, two person or family) in the HMO plan with the employee contributing the other thirteen percent (13%). For employees electing the POS plan, the District will pay an amount equivalent to eighty-seven percent (87%) of the HMO plan with the employee contributing the remainder of the premium. In 2009-2010, the District's contribution to either the HMO or POS plan will be eighty-six percent (86%) of the HMO plan with the employee contributing the remainder of the premium. In 2010-2011, the District's contribution to either the HMO or POS plan will be eighty-five percent (85%) of the HMO plan with the employee contributing the remainder of the premium.

Support staff personnel who are hired after July 1, 2008 and who work at least 25 hours per week are entitled to coverage, but the District's contribution to the premium for such eligible employees will be on a pro rata basis as defined in definition #5, Article 1. Support Staff personnel who were hired before July 1, 2008 and who work at least 17 1/2 hours per week are entitled to coverage, but the District's contribution to the premium for such eligible employees will be on a pro rata basis as defined in definition #5, Article 1.

If available under the group health insurance plan(s) for this bargaining unit, employees who retire after working ten (10) or more consecutive years shall be allowed to purchase health insurance under the group plan at no cost to the school district.

Dual-insured Reimbursement Program:

Support staff personnel who are hired after July 1, 2008 and who work at least 25 hours per week who choose not to accept the medical insurance benefit will receive up to seven hundred and fifty dollars (\$ 750.00) per year (part time employees on a pro rata basis). Support Staff personnel who were hired before July 1, 2008 and who work at least 17 1/2 hours per week who choose not to accept the medical insurance benefit will receive up to seven hundred and fifty dollars (\$ 750.00) per year (part time employees on a pro rata basis). A continuing employee must declare his/her intent to decline participation in the district's health insurance plan by July 1st of each contract year.

If the employee finds that he/she must return to the district's health insurance plan, the employee must satisfy the health insurance provider's re-entry requirements, if any, and the employee must repay the district for a portion of the reimbursement fee. Repayment percentage would be calculated by counting the number of months that the employee would actually be "on" the district's health insurance plan and dividing that number of months by twelve (months).

Life Insurance:

Support staff personnel who are hired after July 1, 2008 and who work at least 25 hours per week are entitled to life insurance coverage in the amount of \$25,000. The employing school district shall pay the full premium. Support Staff personnel who were hired before July 1, 2008 and who work at least 17 1/2 hours per week are entitled to life insurance coverage in the amount of \$25,000. The employing school district shall pay the full premium.

Disability Insurance:

Support staff personnel who are hired July 1, 2008 and who work at least 25 hours per week are entitled to disability insurance coverage. Support Staff personnel who were hired before July 1, 2008 and who work at least twenty (20) hours per week are entitled to disability insurance coverage.

A disabled employee shall be paid seventy per cent of his/her monthly earnings after ninety calendar days of absence due to disability. Once the disability coverage begins, it shall continue until the employee reaches the age of 65.

An employee who becomes totally disabled is considered an employee of the District for the remainder of the contract year in which the disability occurred plus one additional contract year. To return to work during this period, the employee must provide documentation from their physician validating their change in disability status and their fitness to return to work.

The District will provide the medical, dental and life insurance coverages under the same co-pay provisions described in this contract until the end of the contract year in which the employee became eligible for disability benefits. If the employee has worked for at least three full years in the District, the District will provide two person medical coverage under the applicable co-pay provisions for up to a maximum of three (3) full contract years with the beneficiary having the option to reimburse the District for the additional premium for family coverage. Coverage for medical and dental insurances described in this paragraph shall terminate within sixty (60) days after the employee becomes deceased.

The benefit contributions of this Disability Plan will be prorated for the employee whose contract was less than full-time as of the date of their disability.

The premium shall be paid by the employing District.

Dental Benefits:

The employing District shall provide full premium payment for full time employees under Delta Dental Plan I - for the individual employee only (Plan "A" (100%), Plan "B" (80%), Plan "C" (50%), \$1,250 maximum with no deductible). Support staff personnel who are hired after July 1, 2008 and who work at least 25 hours per week are entitled to coverage, but the District's contribution to the premium for such eligible employees will be on a pro rata basis as defined in definition #5, Article 1. Support Staff personnel who were hired before July 1, 2008 and who work at least 17 1/2 hours per week are entitled to coverage, but the District's contribution to the premium for such eligible employees will be on a pro rata basis as defined in definition #5, Article 1.

ARTICLE 11: DEDUCTIONS

The Board agrees to deduct from the wages of individual members of the support staff, dues for membership in the Hanover Support Staff (HSS/NEA-NH), the New Hampshire Education Association, and the National Education Association as provided herein. Association members shall voluntarily authorize the Board to deduct the dues in equal installments (based on the employee's work year) and to

transmit the HSS/NEA-NH dues monies to the HSS/NEA-NH within 5 days of the last pay check each month, starting in October,

Employees who elect to have dues deducted may authorize these deductions by completing the appropriate form (to be provided by the HSS/NEA-NH) and submitting it to the SAU business office on or before October 15. Those support staff members who choose continuing deductions shall be required to submit the appropriate form and the district shall place the form on file. This authorization for deductions shall continue in effect from year to year unless revoked by the employee in writing. To comply with the NEA membership agreement, it is understood that the School District shall deduct the balance of a member's dues for the school year if/when that member leaves the Association during the school year.

Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the wages of any such bargaining unit member and shall make appropriate remittance for other programs (charitable donations, for example) jointly approved by the Association and the employer. Such authorization shall continue in effect from year to year unless revoked by the employee in writing.

ARTICLE 12: OVERTIME

The hours and overtime provisions for employees covered by this agreement shall be governed by the provisions of the Fair Labor Standards Act.

ARTICLE 13: PAID AND UNPAID LEAVE

Holidays:

All calendar year supporting staff shall be entitled to thirteen paid holidays during the calendar year. These holidays are; New Year's Day, Martin Luther King/ Civil Rights Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving (two days), Christmas (two days), and three other days to be mutually agreed upon between the employee and the employee's supervisor.

All school year support staff shall be entitled to four paid holidays during the school year. These holidays are: Thanksgiving (2 days), Christmas Day, and New Year's Day.

Jury Duty

All members of the support staff summoned to jury duty are entitled to jury duty leave for the period required to perform this duty.

Immediately upon receipt of jury duty notice, the employee shall notify the Superintendent.

During the period of such required jury duty, the employee shall be paid that portion of his/her wages, which, together with jury duty compensation, will equal the usual wages for the same period.

Sick Leave:

Support staff personnel who are hired after July 1, 2008 and who work at least 25 hours per week are entitled to 1 1/2 days sick leave per month of employment. Support Staff personnel were hired before July 1, 2008 and who work at least 17 1/2 hours per week are entitled to 1 1/2 days sick leave per month of employment. Part time support staff personnel who are entitled to this benefit are entitled to it on a pro rata basis as defined in definition #5, Article 1.

The accumulation of sick leave begins with the first month of employment. Sick leave may accumulate to a maximum of 120 days per employee.

Sick leave shall be used for the personal illness or injury of the employee or the employee's spouse, son, daughter or parent. The Superintendent may require, at his/her discretion, an employee to submit medical evidence substantiating the employee's need to be absent from work. More immediate family sick leave may be granted at the discretion of the Superintendent provided appropriate documentation of illness is submitted.

Personal Leave:

Support staff personnel who are hired after July 1, 2008 and who work at least 25 hours per week are entitled to three (3) days non-accumulative personal leave per year with the provision that at least 2 days notice is given to the principal of the building. Support Staff personnel hired before July 1, 2008 who work at least 17 1/2 hours per week are entitled to three (3) days non-accumulative personal leave per year with the provision that at least 2 days notice is given to the principal of the building. Part time support staff personnel who are entitled to this benefit are entitled to it on a pro rata basis as defined in definition #5, Article 1.

Emergency Leave:

Support staff personnel who are hired after July 1, 2008 and who work at least twenty-five (25) hours per week are entitled to three (3) days non-accumulative emergency leave per year. Support Staff personnel hired before July 1, 2008 who work at least 17 1/2 hours per week are entitled to three (3) days non-accumulative emergency leave per year. Part time support staff personnel who are entitled to this benefit are entitled to it on a pro rata basis as defined in definition #5, Article 1.

Emergency leave may be used for unforeseen circumstances, these being situations which occur without warning and are beyond the control of the employee.

As soon as practicable after each occurrence, the employee shall submit to the Superintendent a signed statement indicating that the days taken are to be charged against the employee's emergency leave.

In a particular instance, the Superintendent may extend the definition of emergency leave to accommodate unusual and unforeseen circumstances requiring the employee's absence from work. The Emergency Leave provision is not to be used as an extension of Personal Leave unless an emergency (as defined above) exists.

Bereavement Leave:

Support staff are entitled up to 5 days of bereavement leave for each instance of death of the employee's spouse, partner, children, stepchildren, parents, grandparents, grandchildren, stepparents and siblings; or children, stepchildren, parents, grandparents, grandchildren, stepparents, and siblings of the employee's spouse. The Superintendent may grant bereavement leave to accommodate unusual or unforeseen circumstances requiring the employee's absence from work. Bereavement leave may be extended at the discretion of the Superintendent.

Vacations:

Calendar year support staff shall become eligible for paid vacation time as follows:

- Two weeks annually in each of the first three years worked in the school district.
- Three weeks annually upon completion of three consecutive years of service in the school district.
- Four weeks annually upon completion of ten consecutive years in the school district

Vacation leave is non-accumulative and must be taken during the year between September 1 and August 31. In the initial ten months of employment, the employee shall be eligible for a paid vacation at the rate of one day per month of service following the fourth month of continuous employment. Vacations shall be taken at a time mutually agreeable to the employee and to the employee's supervisor.

Vacation Leave Credit:

Support staff personnel who are transferred from school year positions to full calendar year positions shall receive one year's credit for each full school year of service to the District provided that the service was for thirty hours or more per week. Service between twenty and thirty hours per week shall be credited at 5/12ths of a year for each full school year of service.

Leave of Absence:

The Superintendent, at his/her sole discretion, may grant extended leaves of absence without pay for up to one year. Upon return from a leave of absence, the employee will be placed in the same or a comparable position for which the employee is qualified. The employee will be entitled to the same benefits she/he had accrued at the commencement of leave. The employee must notify the employer in writing by February 1 concerning her/his intention to return.

Any employee who has worked in the District for 10 consecutive years with no intervening leaves of absence shall be granted, upon notification by April 15, a leave for up to but not more than one year with the understanding that the employee must notify the employer in writing by February 1 concerning her/his intention to return.

Military Service

An employee who is inducted into the military service shall be entitled to a leave of absence, without pay, for the duration of such service in accordance with State and Federal law.

National Guard or Reserve

An employee who is a member of National Guard or the Armed Forces Reserve who is called to active duty shall be entitled to an unpaid leave of absence up to fourteen (14) calendar days.

Family Medical Leave Act

All leave time granted the employee under this article will run concurrently with any leave time the employee may be entitled to under the Family Medical Leave Act (FMLA).

ARTICLE 14: COMPENSATION

The following hourly wage schedule shall apply for the duration of this contract.

DRESDEN/HANOVER SUPPORT STAFF Salary Schedule—2008-2009, 2009-2010, 2010-2011

| Yrs Experience | 2008-09 | 2009-10 | 2010-11 |
|----------------|---------|---------|---------|
| 0 | 11.50 | 12.25 | 13.00 |
| 1 | 11.79 | 12.56 | 13.33 |
| 2 | 12.08 | 12.86 | 13.65 |
| 3 | 12.36 | 13.17 | 13.98 |
| 4 | 12.65 | 13.48 | 14.30 |
| 5 | 12.94 | 13.78 | 14.63 |
| 6 | 13.23 | 14.09 | 14.95 |
| 7 | 13.51 | 14.39 | 15.28 |
| 8 | 13.80 | 14.70 | 15.60 |
| 9 | 14.09 | 15.01 | 15.93 |
| 10 | 14.38 | 15.31 | 16.25 |
| 11 | 14.66 | 15.62 | 16.58 |

Effective each July 1, all eligible employees will move one step on the wage schedule. All employees earning more than the maximum on the schedule will receive an increase equal to the percent increase received by employees on step 11. The Administration shall provide the HSS NEA/NH a listing of wage rates for all Bargaining Unit Members by October 1 of the school year. On request, the Administration shall provide HSS NEA/NH wage rate information for any Bargaining Unit Members hired after October 1 of the school year.

Placement on Wage Schedule:

In all cases of placement on the wage scale, the determination of "credibility" of previous work experience is to be made by the Superintendent or her/his designee.

New Hires:

Steps on the pay scale will be awarded to new hires based on the combination of previous related work experience and a relevant four-year college degree up to a maximum of five (5) steps. That is, the total number of steps a new hire may be awarded for this combination will not exceed five (5) steps. New hires may be awarded a maximum of five (5) years creditable experience for previous work experience and/or; a maximum of four (4) years creditable experience based on documentation of a relevant four year college degree.

Rehire:

The rights and benefits of this article are granted exclusively to employees who have completed two or more years of relevant service in the District and left the position in good standing. The rehired (returning) employee will be placed on the wage scale according to his/her years of previous service in the District. (Example: employee worked for the District for seven years, resigned, returned two years later; placement on the wage scale will be step 7.) Seniority of a rehired employee will be based on the date of the most recent hire.

Transfers:

An employee who transfers between any of the four schools in SAU 70 (i.e., the Bernice A. Ray School, the Richmond Middle School, Hanover High School, and the Marion Cross School), providing they are in good standing, will be placed at the same step on the pay scale as they would otherwise be eligible for prior to their transfer and will retain all rights of seniority.

Intensive Special Needs Differential:

An additional differential of up to twenty-five percent (25%) will be added to the hourly rate for educational assistants who accept assignments working one-on-one with students with intensive special needs; for example: combative students, students with behavior problems, students who require competence in sign language, or medical assistance such as toileting, hypodermic injections, or catheterizations, or students with severe autism, as determined by the Director of Special Services. Such determination may be appealed to the Superintendent of Schools, but is not subject to the grievance procedure. This differential will be paid for those hours that the student is in school.

Substitute Differential

A differential of twenty-five percent (25%) will be added to the hourly rate for education assistants who substitute for an absent teacher. A time sheet must be submitted by the employee to request payment of the substitute differential. Administration will not be obligated to provide a substitute for the educational assistant.

Good Faith Errors

The Hanover and Dresden School Districts and the Hanover Support Staff NEA-NH agree that when a good faith error is made in the placement or compensation of a bargaining unit member, the error will be corrected.

Longevity Payments:

Longevity payments shall be determined by the number of years employed with the district and shall be paid to the employee in December of each year as follows:

\$500 upon completion of 10 to 14 years

\$750 upon completion of 15 to 19 years

\$1,000 upon completion of 20 or more years

Retirement

Bargaining Unit Members may make contributions to a 403b/Tax Sheltered Annuity plan through payroll deductions as soon as employment begins. Bargaining unit members who work at least 30 hours per week but less than 35 hours per week, and who therefore do not qualify for NHRS participation through their employing district, and who choose to contribute to a 403b or TSA plan, will have their contributions matched by their employing district up to a maximum of 4% of the member's annual earnings as determined by their Letter of Intent. These earnings will not include "other" income such as insurance buybacks, stipends, and extra hours' pay. It is understood that if the employee's working hours as described in their Letter of Intent change, these changes will be reflected in the implementation of this provision.

ARTICLE 15: STAFF DEVELOPMENT

Support staff who work at least twenty (20) hours per week shall be able to apply for Staff Development Funds through the staff development activity approval process of the Staff Development Committee (SDC), Full time support staff may individually apply for up to \$500 in staff development funds per year. Part time support staff who work twenty (20) hours or more per week shall be entitled to staff development funds on a pro rata basis as defined in definition #5, Article 1. Any staff development funds not used by a support staff member during the school year for which those funds were allocated may be accumulated and carried over to be available for the next school year only. Substitute pay will be paid for by the appropriate district.

ARTICLE 16: DURATION CLAUSE, SIGNATURE PAGE

This agreement will be in force for the three (3) year period commencing July 1, 2008, and ending June 30, 2011.

For the Association:

For the School Boards:

Date: _____

Date: _____

EXHIBIT 1: Method of Pro-rating personal leave time for Dresden and Hanover Support Staff

30 hours = fulltime employment
3 days personal leave for fulltime employment

Pro-ration method for all part-time employees:

Number of personal days divided by percentage of fulltime employment (numbers of hours worked per week divided by 30) rounded up to the nearest half day.

Example 1:

For an employee who works 32 hours a week or 91%:

$$32/35 = 0.91$$

$3 \times 0.91 = 2.73$ days rounded up to nearest $1/2$ day = 3 days personal leave.

Example 2:

For an employee who works 20 hours a week or 57%:

$$20/35 = 0.57$$

$3 \times 0.57 = 1.71$ days round up to the nearest $1/2$ day = 2 days personal leave.

Attachment 1: Schedule of Health Insurance Benefits

HMO

**SCHOOLCARE
SUMMARY OF BENEFITS**

Benefits outlined below are intended only as a general summary and are covered when provided or coordinated by your CIGNA HealthCare Primary Care Physician and you use the CIGNA network. All benefits are subject to the terms and conditions of your Health Benefits Booklet. In the event of any inconsistency between this Summary and the Health Benefits Booklet, the provisions as defined in the Health Benefits Booklet and Endorsements will govern. Covered benefits are subject to review for medical necessity. Plan year is defined from July 1 through June 30.

| BENEFITS | HMO |
|---|--|
| DEDUCTIBLES, MAXIMUMS Annual Deductible Out-of-Pocket Maximum/year Maximum Lifetime benefit | AN HMO MEMBER PAYS N/A N/A Unlimited |
| PREVENTATIVE CARE Routine Physical Examination Routine Childhood Immunizations Well Child Care Routine Gynecological Exam (one per plan year, no referral necessary) Mammograms | \$10 per visit \$0 \$10 per visit \$10 per visit \$0 |
| ROUTINE VISION CARE Routine Exam (one per plan year for all ages, no referral necessary) | \$10 per visit |
| HEARING TESTS (covered under PCP to age 17) | \$10 per visit |
| OTHER PHYSICIAN SERVICES Office Visits and/or Office Surgery Maternity Care | \$10 per visit \$10 per visit (initial visit only) |
| OUTPATIENT DIAGNOSTIC TESTING Radiology and Laboratory Services | \$0 (Some tests require prior authorization.) |
| HOSPITAL CARE Inpatient Services Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies Newborn Care | \$0 (Inpatient admissions and some outpatient procedures require prior authorization.) |

OVER

7/05

HMO

| BENEFITS | HMO |
|--|---|
| EMERGENCY ROOM CARE (Medically Necessary and Worldwide) | \$50 per visit (waived if admitted) AN HMO MEMBER PAYS |
| MENTAL HEALTH/SUBSTANCE ABUSE* OUTPATIENT: 20 visits per plan year INPATIENT: 30 days plan year maximum DRUG/ALCOHOL ABUSE (diagnosis, detox, rehab, and medical treatment) *To access Mental Health or Substance Abuse services, call (800) 274-7603. Annual limits for outpatient and inpatient services are combined benefits for both mental health and substance abuse. | \$10 copay per visit \$0 Inpatient copay of \$50 per day |
| PRESCRIPTION DRUGS Through participating pharmacies | \$5 generic/\$15 preferred brand name/\$35 non-preferred brand name drugs Maintenance (90 day supply) available only through mail order for one copy. (Prior authorization required for some drugs.) |
| PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 visits per plan year, includes PT, OT, ST and cardiac rehab (combined maximum). INPATIENT | \$10 per visit \$0 |
| CHIROPRACTIC CARE 12 visits per plan year (no referral necessary) | \$10 per visit |
| DURABLE MEDICAL EQUIPMENT \$5,000 maximum/per person/per year | 20% |
| EXTERNAL PROSTHETIC APPLIANCES \$10,000 maximum/per person/per year | 20% |
| OTHER BENEFITS ORAL SURGERY (accidents only) SKILLED NURSING CARE (100 days per plan year Maximum) AMBULANCE (if medically necessary) BLOOD TRANSFUSIONS HOME HEALTH SERVICES HOSPICE | \$0 \$0 \$0 \$0 \$0 \$0 |
| KEEPING FIT BY SCHOOLCARE Health & Wellness Programs | Covered |

OVER

7/05

Point of Service (Open Access)

**SCHOOLCARE
SUMMARY OF BENEFITS**

Benefits outlined below are intended only as a general summary. All benefits are subject to the terms and conditions of your Health Benefits Booklet. In the event of any inconsistency between this summary and the actual provisions of the plan, the provisions as defined in the Health Benefits Booklet and Endorsements will govern. Covered benefits are subject to review for medical necessity. Out of network payments to providers are based on reasonable and customary charges. Subscriber is responsible for charges above reasonable and customary. Plan year is defined from July 1 through June 30.

| BENEFITS | Open Access Point of Service (In Network; No Referrals Necessary) A POS MEMBER PAYS | Open Access Point of Service (Out of Network) A POS MEMBER PAYS |
|---|---|--|
| DEDUCTIBLES, MAXIMUMS Annual Deductible Out-of-Pocket Maximum/year Maximum Lifetime benefit | N/A N/A Unlimited | \$300/person; \$600/family per plan year \$900/person; \$1,800/family per plan year \$1,000,000 per person |
| PREVENTATIVE CARE Routine Physical Examination Routine Childhood Immunizations Well Child Care Routine Gynecological Exam (one per plan year) Mammograms | \$10 per visit \$0 \$10 per visit \$10 per visit \$0 | Not Covered Deductible, then 20% to the max. Not Covered Deductible, then 20% to the max. Deductible, then 20% to the max. |
| ROUTINE VISION CARE Routine Exam (one per plan year for all ages) | \$10 per visit | Not Covered |
| HEARING TESTS (covered under PCP to age 17) | \$10 per visit | Not Covered |
| OTHER PHYSICIAN SERVICES Office Visits and/or Office Surgery Maternity Care | \$10 per visit \$10 per visit (initial visit only) | Deductible, then 20% to the max. Deductible, then 20% to the max. |
| OUTPATIENT DIAGNOSTIC TESTING Radiology and Laboratory Services | \$0 (Some tests require prior authorization.) | Deductible, then 20% to the max. (Some tests require prior authorization.) |
| HOSPITAL CARE Inpatient Services Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies Newborn Care | \$0 (Inpatient admissions and some outpatient procedures require prior authorization.) | Deductible, then 20% to the max. (Inpatient admissions and some outpatient procedures require prior authorization.) |
| EMERGENCY ROOM CARE (Medically Necessary and Worldwide) | \$50 per visit (waived if admitted) | \$50 per visit (waived if admitted) |

OVER

7/05

Point of Service (Open Access)

| BENEFITS | Open Access Point of Service (In Network; No Referrals Necessary) | Open Access Point of Service (Out of Network) |
|--|---|---|
| <p>MENTAL HEALTH/SUBSTANCE ABUSE OUTPATIENT: 20 visits per plan year INPATIENT: 30 days plan year maximum DRUG/ALCOHOL ABUSE (diagnosis, detox, rehab, and medical treatment) Annual limits for outpatient and inpatient services are combined benefits for both mental health and substance abuse.</p> | <p>A POS MEMBER PAYS \$10 copay per visit \$0 Inpatient copay of \$50 per day To access Mental Health or Substance Abuse services, call (800) 274-7603.</p> | <p>A POS MEMBER PAYS Limit of 20 outpatient visits or four inpatient days, or \$3,000 per plan year, whichever is greater; and 65 outpatient visits or 12 inpatient days, or \$10,000 lifetime benefit, whichever is greater. All services subject to plan year deductible and 20% coinsurance.</p> |
| <p>PRESCRIPTION DRUGS Through participating pharmacies</p> | <p>\$5 generic/\$15 preferred brand name/\$35 non-preferred brand name drugs. Maintenance (90 day supply) available only through mail order for one copay. (Prior authorization required for some drugs.)</p> | <p>Through participating pharmacies. See previous column.</p> |
| <p>PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 visits per plan year, includes PT, OT, ST and cardiac rehab (combined maximum in and out of network) INPATIENT</p> | <p>\$10 per visit \$0</p> | <p>Deductible, then 20% to the max. Deductible, then 20% to the max.</p> |
| <p>CHIROPRACTIC CARE 12 visits per plan year, combined maximum in and out of network</p> | <p>\$10 per visit</p> | <p>Deductible, then 20% to the max.</p> |
| <p>DURABLE MEDICAL EQUIPMENT \$5,000 maximum/per person/per year</p> | <p>20%</p> | <p>Deductible, then 20% to the max.</p> |
| <p>EXTERNAL PROSTHETIC APPLIANCES \$10,000 maximum/per person/per year</p> | <p>20%</p> | <p>Deductible, then 20% to the max.</p> |
| <p>OTHER BENEFITS ORAL SURGERY (accidents only) SKILLED NURSING CARE (100 days per plan year Maximum) AMBULANCE (if medically necessary) BLOOD TRANSFUSIONS HOME HEALTH SERVICES HOSPICE</p> | <p>\$0 \$0 \$0 \$0 \$0</p> | <p>All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year. (limited to 40 visits per plan year)</p> |
| <p>KEEPING FIT BY SCHOOLCARE Health & Wellness Programs</p> | <p>Covered</p> | <p>Covered</p> |

OVER

7/05