

AGREEMENT
BETWEEN THE
MILFORD SCHOOL BOARD
AND THE
MILFORD EDUCATION SUPPORT
STAFF ASSOCIATION

JULY 1, 2012

TO

JUNE 30, 2013

**MILFORD SCHOOL DISTRICT
SUPPORT STAFF AGREEMENT
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**AGREEMENT BETWEEN MILFORD SCHOOL DISTRICT
AND THE
MILFORD EDUCATION SUPPORT STAFF ASSOCIATION**

AGREEMENT, made March __, 2012, by and between the School Board of the Milford School District, Milford, New Hampshire (“Board”) and the Milford Education Support Staff Association (“Association”).

1. RECOGNITION

- A. The Board recognizes the Association as the representative of all regular full-time (working thirty (30) or more hours per week) and part-time Speech Language Associates, Instructional Assistants, Library Associates, Health Associates, 1:1 Nurse Associates, Instructional Associates, ESOL Tutors, Program Associates and 1:1 Associates employed by the Milford School District (“District”) for the purpose of negotiating with the Board with respect to salaries and fringe benefits and other terms of employment in accordance with RSA 273-A. The Board agrees to meet, confer, and negotiate with representatives of the Association concerning such matters in accordance with the provisions of RSA 273-A and the procedures outlined below.
- B. The Association agrees to represent equally employees covered by this Agreement without regard to membership in the Association.
- C. This Agreement shall not prevent the Board from communicating or consulting with any individual employee or group of employees for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any employee from appearing before the Board in his own behalf on matters relating to his employment by the Board.
- D. The terms "he" or "his" in the Agreement are understood to apply to either gender.
- E. Unless otherwise noted, the term "employee" shall apply to all members of the aforementioned bargaining unit.
- F. Employees hired or rehired shall serve a probationary period of three (3) months of actual working time for the District (breaks shall not be counted in this calculation). Probationary employees shall be entitled to paid leave and flex benefits.

2. MANAGEMENT RIGHTS

- A. Except to the extent that there is contained in this agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Board are retained and reserved exclusively to the Board including, but not limited to, the right to manage the affairs of the District and to maintain and improve the efficiency of its operations; to determine methods, means, process and personnel by which operations are to be conducted; to determine the

size and direct the activities of the work force; to determine the schedule and hours of duty consistent with the statutes and the assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, continue and divide existing job classifications for all jobs, to require from each employee the efficient utilization of his/her services; to hire, promote, assign and retain employees, to discipline, suspend, demote and discharge employees, to promulgate and support reasonable rules and regulations pertaining to the operations.

- B. The exercise of the management rights and responsibilities of the Board set forth hereby, except discharge, shall not be subject to the grievance procedures set forth in this agreement, except that where a management right is specifically required to be exercised in accordance with a specified procedure as provided in this agreement, grievance alleging a failure to comply with such procedure will be subject to Grievance Article 13 of this Agreement.

3. ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities for meetings and school equipment, when such equipment and facilities are not otherwise in use. Notice for the use of buildings will be made to the Principal in advance and such use will not interfere with the working responsibilities of bargaining unit members. The Association shall pay for the cost of all materials and supplies incident to such uses and shall be responsible for the proper operation of all such equipment.
- B. The Association may post notices of its activities and matters of employee concern in employee work locations; except that such notices shall not be posted in areas in which students have access to such information. The Association shall also have the right to use the school mail to distribute Association materials.
- C. Association officers or their designees, during working hours and without loss of time or pay, may represent employees and investigate and present grievances to the employer.
- D. Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.

4. NEGOTIATION PROCEDURE

The parties agree that negotiations for any successor to this Agreement shall be conducted pursuant to RSA 273:A and that either party may request to start the negotiations process at any time after May 1 of the year prior to the last year of the existing Agreement. The parties shall make every effort to secure funds necessary to implement said Agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations in accordance with the provisions of this Agreement.

5. PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its employees covered under this Agreement dues for the Association, the National Education Association of New Hampshire, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association.
- B. The President of the Association agrees to provide annually, by September 10, a list of those individuals who have authorized deductions and the amounts of these deductions.
- C. The Board will discontinue such deductions upon notice of withdrawal from any employee.
- D. The parties agree that once the dues have been deducted and paid over to the Association, all further responsibility on the part of the Board for said funds shall cease and the Association agrees that the Board and/or its officers shall have no further liability with regard to the same. The Association agrees to indemnify and defend the Board, Superintendent, District, or any SAU or District employee for any claims connected to or arising under this section of the Agreement.
- E. The Board agrees to deduct from the salaries of its employees covered under this Agreement other monies to be used for Credit Union, Insurance, and deferred retirement plans.

6. LEAVES AND BENEFITS

Except as specifically provided herein, all leaves and other benefits, including insurance, for employees shall be in accordance with policies as implemented and interpreted by the Superintendent and Board and as modified from time to time at their discretion.

7. BENEFIT PLANS

- A. **HEALTH INSURANCE**
 - 1. Any full-time employee of the Milford School District, who was hired before July 1, 2005 in a position covered by this Agreement, may choose from any available option under the SchoolCare Health Insurance Plan for either single, two-person, or family coverage. Regardless of the option chosen, the District's premium contribution towards the elected coverage will be equal to 80% of the POS plan.
 - 2. Any full-time employee of the Milford School District, who was hired on or after July 1, 2005 through June 30, 2012 in a position covered by this Agreement, may choose from any available option under the SchoolCare Health Insurance Plan for either single, two-person, or family coverage. Regardless of

the option chosen, the District's premium contribution towards the elected coverage will be equal to 84% of the HMO plan.

3. Any full-time employee of the Milford School District, who was hired on or after July 1, 2012 in a position covered by this Agreement, may choose from any available option under the SchoolCare Health Insurance Plan for either single, two-person, or family coverage. Regardless of the option chosen, the District's premium contribution towards the elected coverage will be equal to 78% of the HMO plan.
4. Upon providing proof of alternative coverage from outside the District, the District will pay a full-time employee hired prior to July 1, 2012 who is covered under this Agreement, electing no health insurance coverage through the District, an annual payment equal to thirty percent (30%) of the health insurance plan for which he is eligible (based on either the POS plan if hired prior to July 1, 2005 or the HMO plan if hired on or after July 1, 2005 but prior to July 1, 2012), to be evenly distributed over the pay schedule then in place.
5. Upon providing proof of alternative coverage from outside the District, the District will pay a full-time employee hired on or after July 1, 2012 who is covered under this Agreement, electing no health insurance coverage through the District, an annual payment of one thousand five hundred dollars (\$1,500) to be evenly distributed over the pay schedule then in place. Any full-time employee covered by this Agreement hired after the start of the school year who elects not to take the health insurance offered by the District, upon receipt of proof of alternative coverage, will receive a pro-rated amount of the buyout based on the number of months of employment with the District in the first year of employment.
6. If both husband and wife are employed in any full-time position in the District, one hundred percent (100%) of the total premium cost for health insurance will be paid for one employee's election only. The non-electing spouse will not be eligible for any buyout noted in numbers 4 or 5 above.
7. If an employee covered by this Agreement experiences a break in service from the District, the new date of hire back into a position covered by this Agreement will be used to determine the employee's benefits eligibility as outlined in this section.
8. The District may change health insurance carriers provided comparable coverage is offered and provided that the Board and the Executive Board of the Association agree to the change.

B. DENTAL INSURANCE

1. Any full-time employee of the Milford School District, in a position covered by this Agreement, may choose to elect the dental coverage offered by the

District provided by Delta Dental (plan Option 3). The District's premium contribution towards the elected coverage will be equal to 80% of the plan.

2. If both husband and wife are employed in any full-time position in the District, one hundred percent (100%) of the total premium cost for dental insurance will be paid for one employee's election only.
3. The District may change dental insurance carriers provided comparable coverage is offered and provided that the Board and the Executive Board of the Association agree to the change.

C. DURATION OF INSURANCE COVERAGE

During the term of this Agreement, the School District shall make payments of insurance premiums as outlined in Sections A and B above to assure insurance coverage for a twelve (12) month period commencing September 1 and ending August 31 of each school year for all employees covered by this Agreement who complete their contractual obligations for each such year.

D. TERMINATION OF BENEFITS

An employee's benefits under this Article shall expire on the last day of the month in which he terminates his contractual obligation or is terminated during the school year. Employee will be responsible for the employee's share of the premium through termination of coverage.

E. LIFE INSURANCE

1. During the term of this Agreement, the School District will pay 100% of the premium cost of group term life insurance and Accidental Death & Dismemberment (AD&D) to an amount equal to the nearest \$1,000 of their annual salary for all full-time employees covered by this agreement.
2. During the term of this Agreement, the School District will make supplemental life insurance available to full-time employees covered by this agreement. Supplemental life insurance will be available for purchase in increments of one times (1x) salary rounded to the nearest \$1,000, to a maximum of five times (5x) salary or \$500,000, whichever is less, with a guaranteed issue of \$200,000 without evidence of insurability. Employees will be responsible for 100% of the premiums.

F. LONG-TERM DISABILITY

During the term of this Agreement, the School District will pay 100% of the premium for a group Long-Term Disability plan for all full-time employees covered by this agreement.

G. FLEXIBLE BENEFITS

The School District will establish a Section 125 premium conversion account as well as medical/dental and dependent care employee reimbursement account. The

employee contribution limit for the medical/dental account is set at two thousand dollars (\$2,000). The employee contribution limit for the dependent care account is set at the statutory limit of five thousand dollars (\$5,000).

8. PAID LEAVE

A. Sick Leave

Employees who have a personal or family illness or disability may use available accrued sick leave time. For purposes of this paragraph, the term "family" shall mean a mother, father, spouse, son or daughter of the employee. A doctor's certificate may be required upon an employee's return from an absence.

One (1) day will be granted, up front, to each full-time employee eligible for sick time accrual at the start of the new school year. This day shall be donated to the Sick Leave Bank. Additional sick leave time will accrue at the rate of one (1) day (based on normally scheduled hours per day) per calendar month (and is available at the end of the month), September through June. Unused sick leave days will be carried over from year to year to a maximum of one hundred (100) accumulated days for full-time school year and year round employees.

Part-time employees who work less than six (6) hours per day, shall be eligible for five (5) pro-rated sick days per year. Sick leave time will accrue at the rate of one-half (.5) days, based on normally scheduled hours per day, per calendar month (and is available at the end of the month), September through June. Unused sick leave days will be carried over from year to year to a maximum of twenty (20) accumulated days for part-time employees.

Accrued sick time will be used in a minimum of ½ workday increments. Employees who actually use less than a ½ work day increment, and do not wish to be charged a full ½ day of sick time, can either take the time off without pay or make arrangements with his/her supervisor to make up the missed time within the same pay week.

Employees are responsible for contacting their immediate supervisor as soon as practically possible, preferably before the start of their work day, whenever he/she cannot come to work due to an illness. Sick leave in excess of three (3) consecutive days should be reported by the employee's supervisor to the Superintendent or designee and requires a doctor's note in order to return to work.

Upon expiration of sick leave, the School Board may consider written requests for additional leave on an individual basis. Unused sick leave will not be paid at the time of termination unless the employee qualifies for "payout" as noted in Section C, Unused Sick Leave, Paragraph 2.

B. Sick Leave Bank

The Sick Leave Bank, “Sick Bank” was established to assist full-time employees in the event of long-term illness. All full-time employees eligible for sick leave accrual are members of the Sick Leave Bank. This Sick Leave Bank section does not apply to part-time employees.

The Sick Bank Committee:

The Bank will be administered by the Sick Bank Committee. The Committee is to be made up of the Human Resources Coordinator and four (4) Classified Staff members chosen at large by the staff. Each Classified Staff member will serve for a two-year staggered term.

Joining & Stocking of the Bank:

The Committee will oversee the stocking of the Bank.

Process for Applications:

Applications are considered on a case-by-case basis. In order to be eligible to withdraw days from the Bank, an employee must belong to the Sick Bank. There is no guarantee that requests will be approved.

All requests for sick bank days will be handled with the strictest confidence. However, there may be cases where additional information is requested from the individual’s immediate supervisor.

Applications for Sick Days:

Application for withdrawal of sick days from the Bank is to be submitted in writing to the Committee. Applications are available at the main office of each school building. The application should include:

- a) number of days requested
- b) detailed information regarding the request
- c) medical documentation to support the application

The Sick Bank is not intended to supplement workers compensation benefits. Days from the Sick Bank are to be used only after the individual has used all of his/her accumulative leave, where applicable.

The Committee retains the right to access and review attendance records and other information related to accrued leaves and flex benefits.

C. Unused Sick Leave

Full-time employees who have accrued the maximum number of sick leave days (one hundred (100)) and who have six (6) or more unused sick leave days during the year (July 1-June 30), shall be paid the sum of \$300.00 before July 30th of each year.

An employee, upon termination, who has fifteen (15) consecutive years of service, shall be compensated for all unused accumulated sick days. For full-time employees hired prior to July 1, 2012, such compensation shall be equal to 40% of the employee's most recent per diem pay for each day of said employee's unused accumulated sick days to a maximum of one hundred (100) days for full-time employees and twenty (20) days for part-time employees, and paid to the employee within thirty (30) days of his last day of employment.

For an employee hired on or after to July 1, 2012, who has twenty (20) consecutive years of service, such compensation shall be equal to 30% of the employee's most recent per diem pay for each day of said employee's unused accumulated sick days to a maximum of one hundred (100) days for full-time employees and twenty (20) days for part-time employees, and paid to the employee within thirty (30) days of his last day of employment.

D. Personal Leave

Full-time school year employees are eligible for personal leave.

Up to three (3) days of personal leave (non-accumulative) during a fiscal year may be granted with pay upon the recommendation of the Building Principal/Supervisor and the approval of the Superintendent of Schools. Personal leave is to be used for sound and pressing personal matters that cannot be accomplished outside the normal workday.

The amount of personal leave granted to new-hires will be prorated the first year of employment based on the employee's date of hire. Such requests shall be submitted, in writing, at least one (1) week in advance unless an emergency occurs where one (1) week's advance notice is impossible. In cases of an unplanned personal emergency, the employee is responsible for contacting his/her direct supervisor as soon as reasonably possible, preferably prior to the start of his/her workday.

Personal leave will be used in a minimum of ½ workday increments. Employees who actually wish to use less than a ½ workday increment, and do not wish to be charged a full ½ day of personal time, can either take the time off without pay or make arrangements with his/her supervisor to make up the missed time within the same pay week.

Unused personal leave shall be paid to the employee who completes the fiscal year (July 1 to June 30) by July 30th of each year based on ½ their hourly rate of pay as of June 30 of the year the personal days were accrued.

When, on occasion, an employee may need time off in excess of personal days allotted, the supervisor may allow an employee to take time off without pay.

E. Holidays

Bargaining unit members are entitled to receive holiday pay based on normally scheduled work hours in a day for seven (7) holidays designated each school year by the Superintendent of Schools. Part-time employees will receive holiday pay for any designated holiday that falls within his/her normally scheduled workweek.

9. WORK YEAR

The work year shall consist of one hundred and eighty-nine (189) days, including one hundred and eighty (180) student days, seven (7) holidays, and two (2) workshop days.

10. WAGES

- A. Effective for the first full pay period after July 1, 2012, wage rates of bargaining unit members will be increased by one and a quarter percent (1.25%).
- B. Bargaining unit members will be paid an additional five dollars (\$5.00) to substitute for a classroom teacher for a full teaching/academic period or one (1) hour when assigned to do so by the Principal or designee.
- C. SPED paraeducators working with the most involved students as determined by the Special Education Director will receive a five hundred dollar (\$500.00) annual stipend. The Director's decision is not subject to the grievance procedure.

11. LONGEVITY

The longevity schedule is outlined as follows:

| | | |
|---------|-----------------|---------------------------------|
| Year 5 | \$0.50 per hour | |
| Year 6 | \$0.65 per hour | Additional \$.15/hr over year 5 |
| Year 7 | \$0.80 per hour | Additional \$.15/hr over year 6 |
| Year 8 | \$0.95 per hour | Additional \$.15/hr over year 7 |
| Year 9 | \$1.10 per hour | Additional \$.15/hr over year 8 |
| Year 10 | \$1.25 per hour | Additional \$.15/hr over year 9 |

Thereafter an additional \$0.75 increase upon additional 5-year increments.

12. TAX DEFERRED ANNUITY

The District agrees to contribute an amount equal to a bargaining unit member's contribution to a payroll-deducted tax sheltered deferred retirement plan, not to exceed two hundred fifty dollars (\$250) per year.

13. TUITION REIMBURSEMENT

The District shall reimburse bargaining unit members who have completed one (1) year of service in the Milford School District up to 2/3 of the current UNH rate per credit to a maximum of six (6) credits during the fiscal year.

Course work must be related to the employee's current position or a career path within the District. Proof of a "B" or better is required. Prior course approval must be obtained from the Building Principal and Superintendent of Schools. Employees should obtain a Request for Course Approval/Reimbursement form from their Principal's Office **prior to** the start of the course. A receipt indicating the employee has paid for the course will be required. Employees shall request reimbursement within 60 days following completion of the course.

14. ANTI-SPIKING PROVISION

Notwithstanding any other provision in this agreement, any payment to an employee otherwise due upon his retirement, shall be reduced by such amount as is necessary to prevent the District from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. Any such reduction will be paid to the employee at such time as to prevent the District from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. This payment shall be made at no less than one hundred twenty-one (121) days, but not exceeding one hundred fifty (150) days, following the final day of employment. The parties agree to renew negotiations on this issue if the Legislature lowers the "spiking cap" from 125%.

15. GRIEVANCE PROCEDURE

Definition:

A "grievance" shall mean a complaint by a non-probationary employee that there has been to the grievant(s) a violation, misinterpretation or inequitable application of any of the provisions of this Agreement governing said employees, except a grievance shall not be:

Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education.

A grievance to be considered under this procedure must be initiated in writing on the form as contained in Appendix A by the employee within thirty (30) calendar days of its occurrence, or within thirty (30) calendar days of when the employee should have known of its occurrence.

Procedure:

Step 1 - Any member of the bargaining unit who has a grievance shall discuss it first with his Principal in an attempt to resolve the matter informally at that level. The Principal shall communicate his decision to the grievant within five (5) school days in writing.

Step 2 - The grievant may appeal the decision of the Principal to the Superintendent within five (5) school days after receipt of the decision at Step 1. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury or loss; (c) the results of previous discussions of the grievance; (d) his dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the grievant, to the Association, and to the Principal involved at the previous step of the grievance procedure.

Step 3 - If the Superintendent's decision does not resolve the grievance to the Grievant's satisfaction, the Grievant may request a review by the Board. Such request must be made within five (5) school days after receipt of the Superintendent's decision and shall be submitted, in writing, through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board shall schedule and conduct a hearing within thirty (30) calendar days after the grievance is referred to them. The scope of the Board's authority shall be limited to interpretation and application of the terms of this agreement. The Board does not have any power to add or subtract from, alter, or modify any of the said provisions of this Agreement. The Board shall render its decision within fifteen (15) calendar days of the hearing.

Step 4 - If the matter is referred to arbitration by the Association, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to so within ten (10) work days of the Association's request for arbitration, then either party shall apply to the Public Employee Labor Relations Board (PELRB) to name an arbitrator under the rules and procedures of the PELRB. The arbitrator shall use his/her best efforts to arbitrate the grievance, including matters of procedural and substantive arbitrability, but he/she shall have no power to add to or subtract from, alter, or modify any of the provisions of this Agreement. The arbitrator shall thereafter submit a written decision to both parties. The arbitrator's decision shall be an advisory recommendation to the parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

General:

It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and

regulations of the Board until such grievance and any effect thereof shall have been duly determined.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

16. EVALUATIONS AND DISCIPLINE

- A. An employee shall be provided a written copy of his/her evaluation prior to said evaluation being placed in the employee's personnel file. The employee may request a conference to meet with the supervisor to discuss the evaluation. The employee's signature on the report shall only indicate that the report has been read by the employee and in no way indicates agreement with its contents. The employee may write any comments or rebuttal to his/her evaluation report, which shall be attached to the report and placed in the employee's personnel file.
- B. The District will provide written notification to any employee of any disciplinary action.

17. MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. It is understood that both parties have had an opportunity to make proposals during negotiations and that the Agreement reached as a result represents the total of all understandings between the parties for the contract term.

18. DURATION AND RENEWAL

This Agreement shall become effective as of July 1, 2012 and shall expire at midnight on June 30, 2013. No cost item in this Agreement shall be retroactive unless it has been specifically provided in this Agreement and approved specifically as retroactive cost items by the Board and the District Meeting.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives.

**MILFORD EDUCATION SUPPORT STAFF
ASSOCIATION**

MILFORD SCHOOL BOARD

BY: _____
Brenda Walker

BY: _____
Paul Dargie, Chairperson

BY: _____
Cheryl Webster

DATE: _____

BY: _____
Francine LaFleur

BY: _____
Maria Short

BY: _____
Deborah Hayes

DATE: _____

APPENDIX A
GRIEVANCE RECORD
(For Use at Steps 2 and 3)

Grievance No.: _____ Step: _____

Name of Grievant: _____ Date Filed: _____

Building: _____ Assignment: _____

Date of Alleged Violation: _____

Article of Agreement Allegedly Violated: _____

Statement of the Grievance: _____

Nature and Extent of the Injury or Loss Involved _____

Results of Previous Discussions of the Grievance: _____

Grievant's Dissatisfaction with Decisions Previously Rendered: _____

Remedy Sought: _____

Signature of Grievant: _____ Date: _____

Disposition By: _____ Principal _____ Superintendent Date: _____

Signature of Principal / Superintendent: _____

Grievant Settled on the Basis of Principal's / Superintendent's Answer: _____

Signature of Grievant: _____ Date: _____