

**MASTER AGREEMENT  
BY AND BETWEEN THE  
HOOKSETT SCHOOL DISTRICT  
AND THE  
HOOKSETT EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION**

**July 1, 2018 - June 30, 2021**

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## **PREAMBLE**

The Hooksett School Board (hereinafter "the School Board") and the Hooksett Educational Support Professionals/NEA-NH (hereinafter "the Union"), hereby enter into the following Agreement.

## **ARTICLE 1 RECOGNITION**

- 1.1 The School Board recognizes the Union as the exclusive bargaining representative of those Hooksett School District (hereinafter "the District") employees holding positions for which the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Union as the exclusive bargaining representative.
- 1.2 The Certification of Representative and Order to Negotiate, dated May 30, 2007 and issued by the Public Employee Labor Relations Board (PELRB) (Decision No 2007-077), includes the following positions in the bargaining unit: School Nutrition Service Assistants (Helpers), School Nutrition Service Supervisors, Secretaries, Clerks, Library Assistants, Title I Tutor, Computer Technician, Custodians, Lead Custodians, and Paraeducators, and excluding all other employees of the District.

## **ARTICLE 2 NEGOTIATION PROCEDURES**

- 2.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, the Public Employee Labor Relations Law.
- 2.2 The Union will notify the School Board of its intent to negotiate no later than July 1 of the year before the expiration of this Agreement.

## **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.1 The School Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District, to non-renew employees, and to suspend, demote, discharge, withhold wage increases, or take any other disciplinary action against the employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees; and (i) to take actions as may be necessary to carry out the mission of the District in emergencies.

- 3.2 The School Board may, at its discretion, adopt either a days-based school year or an hours-based school year under N.H. Admin. R. Ed 306.18. The Board shall determine the number of student hours and days per year.
- 3.3 The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.
- 3.4 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

#### **ARTICLE 4 UNION RIGHTS**

- 4.1 The Union will have the right to use school buildings, without cost, immediately before and after school for meetings provided there is no interruption to regular school activities. Requests for the use of buildings will be made to the superintendent in advance.
- 4.2 The Union may use school equipment normally used by employees for Union activities provided notice is provided to the building Principal. However, expendable material will be at the expense of the Union.
- 4.3 The Union will have the right to post notices of its activities and matters of employee concern. One bulletin board shall be designated in each school for this purpose, in a location agreed upon by the parties. No union notice shall be posted in or around the Board's property except on such boards, and no notice shall be posted until it has been signed by the appropriate union representative. The union shall continue to have the use of the employee mailbox system.
- 4.4 The President of the Union or his/her designee may be granted time off with pay for the purpose of attending Union business meetings, state association meetings, attending training sessions, or testifying before legislative bodies. The total number of days used for this purpose shall not exceed an aggregate total of two (2) days. Notice shall be provided to the superintendent at least five (5) school days in advance of such absence. The days may be used in half-day increments. The Union shall reimburse the District for the cost of a substitute, if hired. These days are in addition to those days referenced in Section 12.6.
- 4.5 The Union president shall be given a list of any newly hired bargaining unit member within 30 calendar days of initial start date.

**ARTICLE 5  
PERSONNEL FILES**

- 5.1 An employee shall have the right to examine his/her personnel file(s) upon twenty-four (24) hours written notification excluding weekends and holidays. This condition may be waived by the Superintendent provided office staff can accommodate such a request.
- 5.2 An employee may submit a written response to any material in the folder and have said response attached to the original material. There shall be no obligation on the part of the Administration or the Board to respond to the employee's comments and, if no response is made, it shall not be deemed or construed to be an acceptance of, or agreement with, the employees' comments. The District will, however, acknowledge receipt of the employee's comments.
- 5.3 Except as otherwise provided by law or regulation, the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents received prior to the employee's initial employment.
- 5.4 No derogatory material shall be added to the personnel file of an employee without a copy of said material first being given to the employee. The employee shall sign a statement acknowledging only that the employee has received a copy of said material. Anonymous complaints about an employee will not be used for disciplinary action or negative evaluations.

**ARTICLE 6  
GRIEVANCE PROCEDURE**

- 6.1
  - A. A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is established by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone; (5) a complaint concerning the substance of an evaluation of an employee's performance; (6) any matter listed in Article 3; and (7) any matter which this Agreement states shall not be subject to the grievance process.
  - B. For purposes of Article 4, "days" shall mean school days, except that during summer school vacation, days shall mean Mondays through Fridays excluding holidays.
- 6.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within fifteen (15) days of its occurrence.
  - A. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.

- B. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

6.3 Informal Procedure

Any employee who has a grievance first shall discuss it informally with his/her immediate/designated supervisor (District Media Specialist, Principal, Director of Food Service, Director of Maintenance, Director of IT, Director of Student Services). A union representative shall be excluded from this meeting if the employee so requests, however, any resolution of the grievance shall not be inconsistent with the terms of the Agreement. The union shall be notified of any such resolution of the grievance.

6.4 Formal Procedure:

A. Step 1

If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the immediate/designated supervisor. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The immediate/designated supervisor may communicate his/her decision to the employee in writing within five (5) days of receipt of the written grievance.

B. Step 2

If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the superintendent within five (5) days after receipt of the principal's decision or, if none, no later than five (5) days after the deadline for the principal's written decision. The appeal to the superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The superintendent may communicate his/her decision in writing to the employee within twenty (20) days after receipt of the appeal to the superintendent.

C. Step 3

If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Union within five (5) days of receipt of the superintendent's decision or, if none, within five (5) days after the deadline for the superintendent's written decision. If the Union determines that the matter should be arbitrated, it shall so advise the superintendent in writing within ten (10) days of receipt of the grievant's request.

6.5 The following procedure shall be used to secure the services of an arbitrator:

The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) days following receipt of the request for arbitration, either party may request the American Arbitration Association ("AAA") to submit to the Union and the superintendent, rosters of persons qualified to function as the arbitrator. The AAA shall thereafter appoint the arbitrator and provide administrative services in accordance with its rules.

- 6.6 At Step 3, arbitration, the Union shall not be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the superintendent.
- 6.7 The arbitrator shall limit himself/herself to the issue(s) submitted. He or she shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.
- 6.8 The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the parties.
- 6.9 The arbitrator's decision shall be advisory only. The arbitrator shall issue his recommendations for settlement of the grievance to the District and the Union within thirty (30) days after close of the arbitrator's hearing.
- 6.10 After consideration of the arbitrator's advisory recommendations for settlement of a grievance, the School Board may make a decision on the issue and shall so advise the grievant and the Union in writing. If the School Board fails to make a decision on the arbitrator's advisory opinion within thirty (30) days after receipt of it, the School Board's non-action shall be deemed to be a decision rejecting the arbitrator's recommendation and accepting the administration's last decision. The School Board's decision in response to the arbitrator's advisory recommendations shall be final and binding on the parties.
- 6.11 The time periods specified in this procedure may be extended by mutual written agreement of the parties.
- 6.12 A Union representative may be present with the grievant at all steps of the grievance process if requested by the grievant, however, only the Union, on behalf of the employee(s), may request arbitration.

**ARTICLE 7  
DISCIPLINARY PROCEDURES**

- 7.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.
- 7.2 Expiration of a letter of agreement, severance with 10 work days notice per Section 8.1, expiration of an assignment and reduction-in-force shall not constitute discipline and shall not be subject to the grievance procedure. The employee does have the right to meet with the Superintendent.
- 7.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.
- 7.4 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.

**ARTICLE 8  
LETTER OF AGREEMENT**

- 8.1 The District shall provide by June 15 of each year, for continuing employees only, a letter of agreement to reemploy, signed by the Superintendent, or his or her designee, including the expected position, expected rate of pay, expected hours per day, and expected days per year. Such letter of agreement will specify that the School District may end the employment of the individual holding that position by providing ten (10) work days written notice. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.
- 8.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by July 1. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.
- 8.3 The employee's signature on the letter of agreement shall constitute an acknowledgement by the employee that the information contained therein is true and accurate.
- 8.4 Once an employee returns a letter of agreement by July 1, should a change in the expected terms of employment be contemplated by the District, the employee shall be consulted prior to any change being made.
- 8.5 Each employee shall be provided with a copy of his/her job description if one has been established for his/her position. The Board, or its designee, shall consult, but not negotiate, with the Union and bargaining unit employees prior to the adoption or modification of job descriptions. Upon revision of a job description, the employee shall be provided with an updated copy, and shall have the right to consult with the superintendent concerning said revisions before they become final.
- 8.6 In the event, in an hours based school year, days need to be made-up due to school cancellation(s), affected employees will attend in-service training on the rescheduled days. In no event can the overall hours exceed the employees annual contracted time, or result in an overtime situation.

**ARTICLE 9  
VACANCIES, TRANSFERS AND REASSIGNMENTS**

- 9.1 A vacancy shall exist when a member of the bargaining unit leaves her/his position or the employer creates a new position covered by this agreement and the Board, or its designee, elects to fill the position.
- 9.2 Notices of bargaining unit vacancies shall be posted on the official bulletin board in each school and on-line on the District's website by the District. Such notice shall be posted within five (5) business days of the position becoming vacant or created. Such notice shall be posted for a period of at least five (5) business days. This posting may be waived by mutual agreement.



Employees who desire to apply for such vacancies shall submit a letter of interest. Current employees expressing such interest who meet the qualifications shall be provided an interview.

- 9.3 The posting shall contain the title of the position, wage rate and minimum qualifications.
- 9.4 “Business days,” for purposes of this article, shall mean Mondays through Fridays, excluding legal holidays and school vacations during the school year.
- 9.5 Employees affected by possible transfer will be notified as soon as possible prior to implementation of the transfer. Except in an emergency, employees will be given a minimum of 24 hours notice.
- 9.6 INVOLUNTARY TRANSFERS
  - 1. The District may transfer employees when it deems necessary. When a transfer to another position is necessary, the District shall first ask for volunteers to fill the position. The District shall consider filling the position with a volunteer, but it is not required to select a volunteer for transfer.
  - 2. When a transfer is required and the employee does not wish to accept the transfer voluntarily, the Superintendent or his/her designee may implement the change as an involuntary transfer. The employee shall be notified as soon as practicable that a transfer is being considered. The decision of the Superintendent (or designee) shall not be grievable.
  - 3. When an involuntary transfer is necessary, an employee’s area of skills and specialty training (including certifications), and the needs of the students, will be considered.

**ARTICLE 10  
WAGES**

10.1 <u>New Hire Rates</u>	<u>Effective/Hourly Rate</u>
Administrative Assistant	July 1, 2018: \$13.50
Custodian	July 1, 2018: \$12.00
Lead Custodian	July 1, 2018: \$15.00
Nutrition Assistant	July 1, 2018: \$10.00
Nutrition Supervisor	July 1, 2018: \$15.00
Paraeducator	July 1, 2018: \$12.00
Title I Tutor	July 1, 2018: \$17.25

Effective July 1, 2018, all employees hired on or before June 30, 2018 whose rate of pay is less than the hiring rates set forth above, shall be paid at the hiring rate for his/her job classification, or a minimum 3.0% “cost of living” increase, whichever is higher. Effective

July 1, 2018, employees being paid at or above the hiring rates set forth above shall receive a 3.0% “cost of living” increase.

10.2 The two-step hourly rate schedule as set forth in Appendix A shall be effective as of July 1, 2019. All employees paid at the new hire rates set forth in Section 10.1, above, are eligible to move to Step 2 for the 2019-20 school year, provided they have worked for the District at least 90 or more days in the 2018-19 school year. Effective July 1, 2019, all other employees shall receive a 3.0% “cost of living” increase.

10.3 The three-step hourly rate schedule as set forth in Appendix A shall be effective as of July 1, 2020. All employees on the step schedule set forth in Section 10.2, above, shall be eligible to move up one step for the 2019-20 school year, provided they have worked for the District at least 90 or more days in the 2019-20 school year. Effective July 1, 2020, all other employees shall receive a 3.0% “cost of living” increase.

#### 10.4 Longevity

Employees who work at least 25 hours per week and at least 180 days per year, and who have completed ten (10) years or more of employment with the Hooksett School District, shall receive a longevity stipend equal to their years of service times \$25. Eligible employees will receive the stipend separated into two equal installments. The first installment shall be paid in the first pay period in December, and the second installment in the first pay period in June.

#### 10.5 Special Education Para-educator (Special Education Aide) Stipend/Bonus

Para-educators who work at least 25 hours per week specifically assigned as a special education para-educator (Special Ed Aide) shall be paid an additional stipend in the amount of \$200, payable as of the last day of the school year, provided they have worked in the assignment for a minimum of ninety (90) days during the just completed school year.

#### 10.6 METHOD OF PAYMENT

1. Employees who work at least 25 hours per week and at least 180 days per year, and who, as of September 1, 2017, were paid on an equalized or “balanced pay” basis shall, at their option, be paid in one of the following manners:

- (a) Anticipated annual wages, divided by 22, or
- (b) Full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

Employees must specify their choice in writing prior to the first payroll period on a form provided by the School District. If employees fail to specify their choice, they shall be paid as is described in paragraph (b), above.

Reconciliation payments under option (a), above, will occur on a bi-weekly basis and may result in a paycheck of less than the equal pay amount, to a possible zero balance, being due to the employee. A reconciliation payment shall be calculated as a final payment for any employee being paid on an equal pay basis who, for whatever reason, leaves employment before the end of the contract year. Employees who have been

overpaid as of the time of their separation are required to reimburse the District for any amount of overpayment.

2. Employees employed on a full year basis (52 weeks) and who, as of September 1, 2017, were paid on an equalized or "balanced pay" basis, shall at their option be paid in either of the following manners:
  - (a) Anticipated annual wages, divided by 26, or
  - (b) Full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

Employees must specify their choice in writing prior to the first payroll period on a form provided by the School District. If employees fail to specify their choice, they shall be paid as is described in paragraph (b), above.

Reconciliation payments under option (a), above, will occur on a bi-weekly basis and may result in a paycheck of less than the equal pay amount, to a possible zero balance, being due to the employee. A reconciliation payment shall be calculated as a final payment for any employee being paid on an equal pay basis who, for whatever reason, leaves employment before the end of the contract year. Employees who have been overpaid as of the time of their separation are required to reimburse the District for any amount of overpayment.

3. All other employees shall receive full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.
4. Once an employee elects the option of full pay for hours actually worked in a pay period, as provided in Sections 1(b) and 2(b) above, s/he shall be prohibited from selecting the balanced pay option in any future year.

## **ARTICLE 11 INSURANCE**

### 11.1 Health Insurance:

11.1.1 The District shall offer the following health insurance plans: Cigna SchoolCare Yellow Open Access with Choice Fund, or equivalent plan(s).

11.1.2 For all employees who work at least 30 hours per week and at least 180 days per year, the District shall pay the following percentages of the premium for whichever plan and coverage (single, 2-person or family) the employee selects.

	<u>District</u>	<u>Employee</u>
Single	95%	5%
Two-person	93.5%	6.5%
Family	91%	9%

11.1.3 Any eligible employee, of those who are insured under a District offered plan as of June 30, 2012, who chooses not to be enrolled in a District offered health

insurance plan and presents proof of alternative coverage (such as through a spouse) which is not subsidized coverage purchased through an Exchange under the Affordable Care Act and resulting in a financial penalty being imposed on the District, shall receive a cash disbursement of \$1,500, to be paid as a lump sum at the end of each school year of this agreement.

11.1.4 In the event any insurance plan offered to unit members under this article triggers an excise tax under federal law, the parties agree to immediately re-open this agreement for the limited purpose of negotiating for an alternative plan(s) that will not be subject to the excise tax.

11.2 Dental Insurance:

11.2.1 For all employees who work at least 30 hours per week and 180 days per year, the District shall pay 100% percent of the premium for SchoolCare dental insurance (Benefit Plan DPO1) with whichever coverage (single, 2-person or family) the employee selects.

11.2.2 All other employees may participate in said health insurance plans at their own expense, subject to the insurer's permission.

11.3 Life Insurance.

11.3.1 For all employees who work at least 30 hours per week and 180 days per year, the District shall provide Thirty Thousand Dollars (\$30,000.00) in term life insurance.

## **ARTICLE 12 LEAVES**

12.1 Sick Leave:

12.1.1. Employees who work at least 35 hours per week and at least 200 days per year shall accrue one day per month, to a maximum of ten (10) days per calendar year and up to a maximum accrual of 50 days, as paid sick leave.

12.1.2 Other employees who work at least 25 hours per week and at least as many work days as student days per year shall accrue 7 paid sick days per full school year, up to a maximum accrual of 33 days.

Any employee who works fewer than 25 hours per week shall be entitled to five (5) sick days per school year, non-cumulative, a "day" equaling the length of the employee's regularly scheduled day.

12.1.3 If an employee utilizes sick leave for three (3) or more consecutive work days, the superintendent or his/her designee, may require a doctor's note for verification.

Subject to the District requiring a doctor's note for verification as it may deem necessary, up to seven (7) sick days per year may be used to care for a family member.

#### 12.1.4 Sick Leave Contingency Bank:

The sick leave contingency bank is intended to serve a member who, because of extended and serious illness, has exhausted his/her individual sick leave.

##### Provisions:

1. Each employee wishing to be covered agrees to donate one (1) day he/she is allowed to accrue in a one-year period, to be deposited in said bank, such day to be deducted from the employee's annual sick leave.
2. Days contributed to the Sick Leave Bank shall, subject to the provisions below, be carried over to the next school year. If, at the beginning of any school year, the number of sick bank days available equals or exceeds seventy-five (75) days, members will not be permitted to contribute an additional day. If during the course of the school year the number of days in the sick leave bank falls below seventy-five (75) days, any employee wishing to be covered must donate one (1) day in accordance with the provisions of Section 1 above. Any new employee wishing to be covered must agree to donate one (1) day in accordance with the provisions of Section 1.
3. The sick leave contingency committee shall be comprised of the following:
  - a. Three (3) unit members, one from each school voted by the unit members in that school who are enrolled in the sick bank
  - b. Director of Human Resources
  - c. One administrator, but not the Superintendent.
4. The sick leave contingency committee makes decisions as to the granting of sick leave contingency days, and how many such days shall be awarded. The decisions shall be based upon guidelines developed by the committee.
5. Any unit member needing to utilize the contingency must submit to the committee: i) written request to the committee specifying the number of days requested, and ii) a doctor's certificate verifying the applicant's illness.
6. The requesting unit member shall also send a letter to the Superintendent requesting that a copy of that member's attendance record be sent to the committee.
7. Use of the bank shall not be unreasonably denied.
8. As between an applicant and the sick leave contingency committee, decisions of the committee shall be final and not grievable. However, in the event that the Superintendent disagrees with the denial of days by the committee, because the denial could subject the District to litigation, including, but not limited to, grievances, unfair labor practice charges, and/or civil lawsuits/claims, the Superintendent has the sole authority to overrule the committee. It shall be the District's obligation hereunder to

account for the number of days in the bank and to make the payments provided for herein. Upon request, the sick leave contingency committee shall be notified in writing by the District of the current balance of days that are available in the bank.

9. Except in the event the Superintendent disagrees with the denial of leave per the above paragraph, should there be a dispute between an employee and the sick leave contingency committee, the Association and/or the School Board or the District's Administration, over the matter of access to and use of time from the sick leave bank, the Association agrees to defend, indemnify and hold harmless the School Board, all of its agents and employees and the Hooksett School District in any such dispute.
10. The annual anniversary date for enrollment into the sick leave contingency bank shall be the fifteenth (15) day of October.
11. In no event may a unit member utilize more than sixty (60) days from the sick leave bank for any illness.
12. Retiring employees, upon separation from the district, may donate all unused sick days to the sick bank.
13. The total number of days in the sick bank shall not exceed 175.

## 12.2 Personal Leave:

12.2.1 Employees who work at least 25 hours per week and at least 180 days per year may use up to 3 days per calendar year as paid personal days. Employees who work fewer than 25 hours per week may use up to one day per calendar year as a personal day.

12.2.2 Personal leave may be taken for urgent personal business that cannot be conducted outside school hours. Except as may be specifically authorized by the superintendent, personal leave may not be used for any other purpose. Personal leave shall not be taken immediately before or after a vacation or holiday unless otherwise granted at the discretion of the superintendent. The superintendent's decision shall not be subject to the grievance procedure.

12.2.3 The employee shall provide at least 48 hours advance notice to the principal of the need to take personal leave, except in emergencies.

12.2.4 Personal leave may not be accumulated or carried over from year-to-year.

## 12.3 Bereavement Days:

Upon approval of the superintendent, employees are permitted to take up to five (5) paid days for deaths in the immediate family or household. The "immediate family" means the employee's spouse, children, parents, parents-in-law, grandparents, grandchildren, siblings, domestic partner and "significant other." Additional days, with or without pay, may be granted upon request to, and at the discretion of, the superintendent. The superintendent's decision regarding additional days shall not be subject to the grievance

procedure. Bereavement leave may not be accumulated or carried over from year-to-year.

#### 12.4 Vacation:

12.4.1 Employees who work at least 35 hours per week and at least 250 days per year shall earn the following paid vacation leave based upon their completed years of service:

- A. From date of hire to 5 years of service to the Hooksett School District, 0.8333 days per month (2 weeks per full calendar year).
- B. Upon completion of five (5) years of service to the Hooksett School District, 1.25 days per month (3 weeks per full calendar year).
- C. Upon completion of fifteen (15) years of service to the Hooksett School District, 1.666 days per month (4 weeks per calendar year).

For the trial period commencing July 1, 2018 and ending June 30, 2019 only, the above referenced annual vacation accruals shall vest as of July 1, 2018 (or upon date of hire, on a prorated basis). By way of examples, an employee who has completed 5 years of service to the Hooksett School District shall have 3 weeks of vacation available to use as of July 1, 2018. An employee hired on January 1, 2019 shall have 1 week of vacation available to use. Unless the parties specifically agree to extend the vesting of vacation leave in this manner, it shall expire as of June 30, 2019 and the parties shall revert to the practice of vacation accrual and vesting on a month to month basis in effect prior to July 1, 2018.

12.4.2 Employees shall obtain approval from their immediate supervisor prior to taking vacation leave.

12.4.3 Unused vacation time will be paid upon voluntary separation of employment with the District.

#### 12.5 Holidays:

12.5.1 Custodians and secretarial staff who work at least 35 hours per week and at least 200 days per year shall receive the following paid holidays:

- New Year's Day
- Civil Rights Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

12.5.2 Any employee who works fewer than 25 hours per week and at least 250 days per year shall receive the following paid holidays, a "holiday" equaling the length of the employee's regularly scheduled work day.

New Year's Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
Christmas Day

12.6 Paid Association Leave

The Association shall be permitted to send two (2) members for one (1) day with pay to the NEA-NH Delegate Assembly each year.

12.7 Unpaid Leave

Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the superintendent. The Superintendent's decision shall not be subject to the provisions of the grievance procedure.

12.8 Military Leave

12.8.1 (a) Active Duty: Any employee who is drafted or otherwise called to active military duty with the Armed Forces of the United States will be granted military leave. During military leave the employee will receive his/her rate of pay less the amount of compensation, including allowances, received from the military, for the remainder of the school year in which s/he was called to active duty. Upon return from military leave, the rate of pay and other benefits will be the same as if the employee had worked continuously with the District in the work assignment held when the period of military leave commenced.

(b) Qualifying Exigency Leave: In the event that a member of the employee's immediate household is called to active duty under a short notice deployment, the employee will be granted up to five (5) days of his/her accrued paid time off to address necessary family matters in accordance with the FMLA. The phrase "accrued paid time off" under this section shall mean sick or personal leave.

12.8.2 – Reserve Duty: When an employee who, as a member of one of the reserve components of the Armed Forces, is required to meet his/her annual two week obligation, the s/he will be granted military leave. During military leave the employee will receive his/her rate of pay less the amount of compensation, including allowances, received from the military.

12.8.3 – Notice of leave request: Any employee needing time away from work for service or training in the military must make the superintendent aware of the need for leave as soon as written or verbal orders from the military are received. Such notice will be in writing providing all pertinent information such as first day on leave and the anticipated return to work date. If an employee is seeking military leave for reserve training during the school year, s/he shall provide verification that such training could not otherwise occur during the summer recess period when school is not in session.

12.8.4 – Reinstatement to work: As soon as an employee on active duty has a return to work date, s/he must notify the superintendent in writing. The District will reinstate the



employee promptly in accordance with applicable law. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request and/or the total time spent in active service.

12.8.5 – Disabled service members: If a returning employee was disabled or a disability was aggravated during uniformed service, the District will make reasonable accommodations and efforts to help the employee perform the duties of his/her reemployment position.

12.9 Jury Duty Leave

When an employee is called to jury duty, the employee shall receive full pay and benefits. It is understood that the employee shall turn over jury duty pay to the District for any days served that are also contracted work days. At the conclusion of the employee's daily period of jury duty, he/she shall return to work if such can be accomplished during the school day.

**ARTICLE 13  
DUES AND DEDUCTIONS**

13.1 Upon individual written authorization (see Appendix C) by an employee who is a member of the Union, the District agrees to deduct from the pay of such employee the current Union dues, as certified to the District by the Treasurer of the Union. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. The District shall forward the amount so collected to the Union at least once per month. However, the District shall not deduct dues from the wages of any employee who notifies the District in writing that he/she is withdrawing a previous authorization for such deductions. Payment of union dues does not constitute a condition of continued employment.

13.2 Employees who are not members of the Union shall be required to pay a fair share fee as determined by the Union, not to exceed actual membership dues. This fee shall be payroll deducted in accordance with the other provisions in this Article. Payment of fair share fees does not constitute a condition of continued employment.

13.3 Should there be a dispute between an employee and the Union and/or the District, over the matter of deductions, the Union agrees to defend, indemnify and hold harmless the Board, the District and their agents in any such dispute.

**ARTICLE 14  
REDUCTIONS IN FORCE**

14.1 The Board and administration shall have the authority to determine the number and qualifications of employees.

14.2 In the event the Board and administration determine that it is necessary to conduct a layoff, they shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary layoffs.

**ARTICLE 15  
SEPARABILITY**

If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in force and effect. In such instance, The School Board and the Union shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

**ARTICLE 16  
EVALUATIONS**


- 16.1 At a minimum, all employees shall be formally evaluated at least once per school year. The employee's supervisor shall meet with the employee concerning the evaluation. Teachers and others may provide information and make recommendations, orally and in writing, to supervisors concerning the performance and evaluation of bargaining unit employees.
- 16.2 In the evaluation, an employee shall be notified of any alleged deficiencies in performance, and given direction and suggestions for improvement.


**ARTICLE 17  
DURATION**


- 17.1 This Agreement shall be in full force and effect from July 1, 2018 through June 30, 2021.
- 17.2 The District agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.02(b).


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

HOOKSETT SCHOOL BOARD

By   
Title Board member

By   
Title Chairman

By   
Title Vice chair


By   
Title Board Member


By   
Title Board Member

By   
Title Board member

By James A Sullivan  
Title Board Member

HOOKSETT EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION

By   
Title President

By   
Title Negotiator

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

**APPENDIX A**

**2019-2020**

	<b>Paraeducator (Classroom Aide, SPED Aide, Library Aide) Custodian</b>	<b>Lead Custodian, Food Supervisor</b>	<b>Secretary (Admin. Asst)</b>	<b>Title I Tutor</b>	<b>Nutrition Assistant</b>
<b>1</b>	<b>\$ 12.30</b>	<b>\$14.86</b>	<b>\$ 13.84</b>	<b>\$17.43</b>	<b>\$ 10.25</b>
<b>2</b>	<b>\$ 12.50</b>	<b>\$15.00</b>	<b>\$ 14.00</b>	<b>\$18.00</b>	<b>\$ 10.50</b>

*[Note - Judith Berthiaume, Special Ed Aide, shall be placed at Step 2, \$12.50 for contract year 2019-20.]*

**2020-2021**

	<b>Paraeducator (Classroom Aide, SPED Aide, Library Aide) Custodian</b>	<b>Lead Custodian, Food Supervisor</b>	<b>Secretary (Admin. Asst)</b>	<b>Title I Tutor</b>	<b>Nutrition Assistant</b>
<b>1</b>	<b>\$12.50</b>	<b>\$15.00</b>	<b>\$14.00</b>	<b>\$18.00</b>	<b>\$10.50</b>
<b>2</b>	<b>\$12.85</b>	<b>\$15.35</b>	<b>\$14.35</b>	<b>\$18.35</b>	<b>\$10.85</b>
<b>3</b>	<b>\$12.96</b>	<b>\$15.53</b>	<b>\$14.50</b>	<b>\$18.60</b>	<b>\$10.91</b>

*[Note - Candis Lange, Title I Tutor, shall be placed at Step 3, \$18.60, for contract year 2020-21. Herbert Foote, Custodian, shall be placed at Step 3, \$12.96, for contract year 2020-21.]*

**APPENDIX B  
BENEFIT MAINTENANCE**

The parties agree that the benefits of certain employees may not correspond to the benefits as may be prescribed in this agreement. The parties agree that the employees listed below shall not have their benefits, as noted, diminished as a result of this agreement. Also, their benefits shall be enhanced at such time as they become eligible for upgrades or improvements as may be prescribed in this agreement.

Life Insurance

Kelly Alois	Works 5.5 hours per day for 191 days
Jenny Townley	Works 5.5 hours per day for 181 days

**APPENDIX C  
UNION DUES AND FAIR SHARE FEE AUTHORIZATION FORM**

Date: \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize the Hooksett School District to deduct my membership dues totaling \$ \_\_\_\_\_ or my fair share fee totaling \$ \_\_\_\_\_ from my paychecks. The deduction shall be divided in equal amounts beginning on \_\_\_\_\_ and transmitted to the Hooksett Educational Support Professionals' Treasurer as prescribed by agreement between the District and the Union. The amount stated above is correct as of the date of this authorization, but may change from time to time as determined by the Union. When such change takes place, you are hereby authorized to deduct the then current amount.

I understand that I am not required to authorize union dues or fair share fee deductions from my paychecks, and I certify that I am authorizing such deductions voluntarily.

I understand that this authorization will remain in effect indefinitely until I provide the Hooksett School District with written instructions to the contrary or my employment in a bargaining unit ends.

Signed: \_\_\_\_\_

School District Office Record:

Received by \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

One copy to the Union's Secretary/Treasurer

One copy for the Union Member or Fair Share Fee Payer