

**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**

**2022-2023**  
**2023-2024**  
**2024-2025**

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## **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, excluding the Registrar, Administrative Assistant to the Athletic Director, Administrative Assistant to the Principal, Administrative Assistant to Facilities, Administrative Assistant to the Dean, and Accounting/Payroll Assistant.

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 by the board either on a school year basis or a calendar year basis and certified by the Public Employee Labor Relations Board to be represented by the Association in the bargaining unit.
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. A typical day for full-time staff shall be between six (6) and eight (8) hours. Any reference to days or hours shall be pro-rated for part-time staff.
7. The term "temporary position" means a job that 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.

13. The term "Immediate Family," with regards to Bereavement Leave, shall mean 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/partner. The term "Partner" shall be construed to mean a relationship formalized under a state civil union statute or by marriage. (Note: "immediate family" is also referenced in sick leave).

## **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 but not limited to, computers, duplicating machines, etc. 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 main office at each school and on the District website.

## **ARTICLE 5: VACANCIES**

Notices of vacancies within the Hanover and Dresden School District shall be posted on the SAU website and sent to the Association as soon as they are aware of the existence of such vacancies. A list of all vacancies in the District shall be sent via email to the Association President each week, for as long as vacancies are posted.

Postings will contain a description of the position, name and location of the school, and requirements for the position. 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.

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

## **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.) A bargaining unit member with low seniority may be passed over in a layoff or reduction circumstance if he/she possesses special skills that are presently needed and uncommon among other bargaining unit members. An example of such skills is sign language for the hearing impaired. 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 (15) months from the date on which the lay-off notice became effective. A recalled staff member's credit for previous years of service in the district and benefits (e.g. step, longevity, accrued leave) shall not be lost as a result of a lay-off if a member is recalled within 18 months of their last contract's end date.

The Administration shall prepare a seniority list each school year, which indicates the hire date, step, and track for each bargaining unit member and provide it to the Association president on or before October 1st.

## **ARTICLE 7: FAIR TREATMENT *JUST CAUSE***

### 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 just cause. In addition a written statement that provides the reason(s) for such action shall be provided. 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 (e.g. Director of a Department or Department Chair). The employee will be informed of the person responsible for his or her supervision at the start of the school year or on the date of hire, whichever is later. The supervising staff member will not be a member of this bargaining unit. The administration or designee shall complete evaluation for each support staff employee prior to May 15 of each year. Employees new to the District shall receive two evaluations, one by December 20 and one by May 15. Failure to complete the evaluation prior to the deadline shall result in no evaluation being provided that year. While the administration may

delegate preparation of evaluations to teaching staff members who have knowledge of the employee's performance, ultimate responsibility for evaluation shall rest with building administration, and each evaluation shall be signed by a building administrator. The completed evaluation form will become part of the employee's personnel file. An employee who believes that he or she has been unfairly evaluated may file a grievance. The parties agree that grievances arising from evaluations are limited to evaluation procedures and methods of implementation.

Support staff employees will be provided with job descriptions on their initial day of work on the job or in the event of a change in position.

No disciplinary action, or reprimand arising out of the evaluation shall be made unless a support staff employee has had an opportunity to first discuss his or her evaluation with the assistant principal or principal.

Each building shall have a standard evaluation form to be used for all support staff evaluations in that building. The evaluation form will provide lines for the signatures of the employee, the evaluator, and the building administrator or designee. Each individual 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 to his or her evaluation form, a written statement or a copy of the evaluation form as he or she believes it should be completed.

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 70 Policy GBJ-R.

## **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 (20) 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.

By mutual agreement, the parties may surpass Level One and file with the Superintendent where the grievance is filed on behalf of the entire union.

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 level

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 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.

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

#### Health Insurance:

Full time support staff will be able to participate in a SchoolCare Yellow Open Access with Choice Fund health care plan found in Attachment 1.

Employees who elect to participate in the medical benefit shall contribute the following percentages towards the premium for the selected coverage (individual, two-person, or family):

2022-2023: 6.5%

2023-2024: 7.0%

2024-2025: 7.5%

The District will pay the balance of the premium costs based on the participating employee's coverage level (individual, two-person, or family).

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 work at least 25 hours per week who choose not to accept the medical insurance benefit will receive an opt out payment of \$1,500 to be paid out over the course of the contract year in the employee's regular payroll (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).

#### Health insurance on Termination of Employment

Health Insurance for employees who terminate their employment after complete fulfilment of their annual contract will expire on August 31.

#### Life Insurance:

Support staff personnel who work at least 20 hours per week are entitled to term life insurance and accidental death and dismemberment policy coverage in the amount of \$50,000. The employing school district shall pay the full premium.

#### Disability Insurance:

Support staff personnel who work at least 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 (90) 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, with or without accommodation.

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 single medical coverage under the applicable co-pay provisions for the remainder of the contract year in which the disability occurred plus one (1) additional contract year with the beneficiary having the option to reimburse the District for the additional premium for 2 person or family coverage.

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 IS - for the individual employee only (Coverage "A" (100%), Coverage "B" (80%), Coverage "C" (50%), Coverage D 50%; \$2,000 maximum per person per plan year, (\$1,000 Orthodontic Lifetime Maximum). Support staff personnel 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.

## **ARTICLE 11: DEDUCTION**

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 instalments (based on the employee's work year) and to transmit the HSS/NEA-NH dues monies to the HSS/NEA-NH within five (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. 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. Employees will be paid for all hours they are required to work. When Support Staff are requested to attend meetings by the SAU, Principal, or authorized designee, the employee will be paid for the additional hours after reporting the approved time in the District's time and attendance system.

## **ARTICLE 13: LEAVES OF ABSENCE**

### Bereavement Leave:

For death in the immediate family an employee will be allowed up to five (5) days leave per occurrence. Leave will be taken during the fiscal year, except in special circumstances reviewed and approved in advance by the Superintendent or designee when arrangements are delayed. The leave is to be used to grieve the loss, prepare for and attend a funeral, and/or attend to any other immediate post-death matters. For the death of a more distant relative or friend, an employee may be allowed one (1) day per occurrence with the prior approval of the building principal. The denial of a more distant relative or friend bereavement leave shall not be subject to the grievance process. Bereavement leave is also granted for pregnancies not carried to term. 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.

### Emergency Leave:

Support staff personnel who work at least twenty-five (25) 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.

Employees may be granted emergency leave with pay under circumstances which are unforeseen 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. Such leave shall be granted at the discretion of the Superintendent. If emergency leave is denied, it will default to the appropriate category of leave or be treated as unpaid if no leave is available.

### 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).

### Holidays:

All calendar year support 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, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving (two days), Christmas (two days), and two other days to be mutually agreed upon between the employee and the employee's supervisor.

All school year support staff shall be entitled to eight (8) paid holidays during the school year. These holidays are: Labor Day, Veteran's Day, Thanksgiving (2 days), Christmas Day, New Year's Day, Martin Luther King/Civil Rights Day, and Memorial 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 building administrator and 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.

### 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 shall be notified of the requirement to notify the Superintendent in writing by February 1 concerning her/his intention to return. If the employee fails to notify the Superintendent regarding their intent to return by February 1<sup>st</sup>, the District will assume the employee has resigned and their employment will end on June 30<sup>th</sup>.

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 building administration in writing by February 1 concerning her/his intention to return.

### Military Leave:

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 Leave:

An employee who is a member of the National Guard or the Armed Forces Reserve who is called to active duty shall be entitled to a leave of absence without pay.

### Parental Leave

All leave time granted to the employee under these provisions A, B, and C will run concurrently with any leave time the employee may be entitled to under the Family Medical Leave Act (FMLA).

The employee shall notify the Superintendent of the anticipated start of leave at least eight (8) weeks in advance, except in cases of emergencies.

#### A. Child Bearing Leave

The period of disability resulting from pregnancy, childbirth or related medical conditions shall be treated as personal illness under this Article. The employee must provide a written statement from the treating health care provider certifying the period of temporary disability. For the purpose of this provision, it is understood that to use sick leave under this provision, the employee must be unable to work.

#### B. Paid Child Rearing Leave

Ten (10) days of paid parenting leave shall be granted to an employee when that employee's child is born. An employee who adopts a child shall be granted ten (10) paid leave days at the time of the adoption. Such leaves shall be deducted from the employee's available sick leave.

#### C. Unpaid Child Rearing Leave

Maternity, Infant Child care and /or Adoption Leave without pay is granted, upon request, to employees for periods not to span more than two (2) school years. Under this provision, leave may be granted for the balance of the school year in which the leave begins and for the entire succeeding school year. Requests for leave which span into a second school year will be approved only for the first semester or the entire school year, as requested by the employee.

During the course of Maternity, Infant Child Care, and/or Adoption Leave, the employee may continue participation in group insurance programs with the understanding that the Board will continue to pay the Board's portion of the premium(s) for three (3) months.

Upon return from leave, the employee will be placed in a comparable position for which he or she is qualified, according to provisions of state and federal guidelines. Requests for extension or reduction of leave may be granted at the discretion of the Superintendent.

#### Personal Leave:

Support staff personnel who work at least 25 hours per week are entitled to three (3) days 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. As of June 30 of any year, no more than one year's unused personal leave—up to three (3) personal days--may be carried forward to the next school year, so that the employee may start the new year with not more than six (6) personal days total to be used in the new year.

#### School Emergency Days

No employee shall suffer a loss of pay due to a delayed start or early release that occurs due to inclement weather or other emergencies. In the event of a delayed start, employees will not be required to report to work more than fifteen (15) minutes prior to the opening of the school in which they are assigned. In the event of an early release due to an emergency, employees will not be required to stay past the completion of required duties for the day, as determined by the Principal or his/her designee.

#### Sick Leave:

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. If no leave is available, it will default to leave without pay.

Support staff personnel who work at least 25 hours per week are entitled to accrue sick leave.  
School Year: 1.5 days per month (15 days per year)  
Year Round: 1.25 days per month (15 days 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.

The accumulation of sick leave begins with the first month of employment. Sick leave may accumulate to a maximum of **90** days per employee. Any employee who has more than 90 sick days accumulated as of June 30, 2019 shall not accumulate additional days unless their sick leave falls below 90.

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 seven consecutive years in the school district

Vacation leave accruals will run from July 1 to June 30. Up to 10 days of vacation time not taken in the fiscal year in which eligibility was established may be carried over into the next fiscal year, but must be used up not later than December 31<sup>st</sup>. Any remaining days from the prior year beyond this period will be forfeited. 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. Upon separation employees shall only be paid for any unused vacation time that they actually accrue based upon the above schedule.

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.

## **ARTICLE 14:           COMPENSATION**

Hourly wage rates effective July 1, 2022, July 1, 2023, and July 1, 2024 will be as shown in Attachment 2. Effective each July 1, all eligible employees will move one step on the wage schedule. 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.

Effective each July 1, all eligible employees will move one step on the wage schedule.

Placement on Wage Schedule:

In all cases of placement on the wage scale, the determination of previous work experience is to be verified 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 Step 4 on the salary schedule. 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.

New bargaining unit members recognized beginning with the 2018-2019 school year may be on a step that does not equal years of experience. New hires into those positions shall be placed based on the wage schedule as outlined above. Those positions include: Administrative Assistant to Student Services, ABA Behavior Technicians, Office Assistants, Accounting/Finance Assistants, and School Safety Atrium Coordinators.

#### 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 completed years of previous service in the District. (Example: employee worked for the District for seven years, resigned on step 6, 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:

A differential of 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.

A differential will also be applied to the hourly rate of an educational assistant who rides the bus with a student with intensive special needs. The differential will be paid for the entire time the employee is on the bus and assists with pick up and drop off.

Employees being paid in Category 2, if subbing for an EA who has a one-on-one differential eligible assignment, will be eligible for the same rate of pay on the EA schedule with 25% differential. Employees being paid in Category 3, if subbing for an EA who has a one-on-one differential eligible assignment, will not be eligible for any differential.

#### Substitute Differential

A differential of fifty percent (50%) will be added to the hourly rate for employees in Category 1 and 2 who substitute for a teacher. Substitutions of less than one-half hour at the elementary level and for less than one period at the middle or high schools will not be eligible for this differential. A time sheet must be submitted by the employee to request payment of the substitute differential. The administration will not be obligated to provide a substitute for the educational assistant. If an education assistant substitutes for a teacher for a full day they will not be expected to also perform regularly scheduled EA duties, such as

recess duties, unless doing so will not result in a loss of regular lunch or break times. Category 3 employees are not eligible for the teacher substitute differential.

#### Temporary Assignments

Employees shall not be assigned outside the scope of their job descriptions except temporarily. In the event that an employee is assigned by the Administration, to perform the majority of the responsibility of a higher paid bargaining unit position for at least one full work day, he/she shall be compensated retroactively for all work performed at their same step on the higher pay category.

#### 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:

- \$1,000 upon completion of 10 to 14 years
- \$1,250 upon completion of 15 to 19 years
- \$1,500 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: MENTORSHIP**

There shall be a mentorship committee established with three (3) members appointed by the District and three (3) members appointed by the Association. The committee shall meet and review mentorship options and practices and provide recommendations to the parties on or before May 1, 2024.




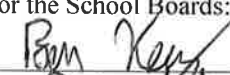


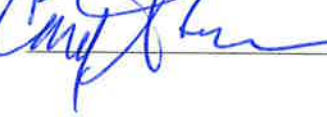
**ARTICLE 17: WORK DAY**

The District agrees to follow the Federal Fair Labor Standards Act in regards to work day hours and paid breaks.

All school year employees shall work all student instructional days and between zero (0) and (5) professional development days as dictated by their individual letter of intent.

**ARTICLE 18: DURATION CLAUSE, SIGNATURE PAGE**

This agreement will be in force for the three (3) year period commencing July 1, 2022, and ending June 30, 2025.

For the Association:		For the School Boards:	
	7-27-2022		7/29/22
	7/28/2022		8/1/22
	7/29/2022		

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 28 hours a week or 93%:

$$28/30 = 0.93$$

$$3 \times 0.93 = 2.79 \text{ days rounded up to nearest } 1/2 \text{ day} = 3 \text{ days personal leave.}$$

Example 2:

For an employee who works 20 hours a week or 67%:

$$20/30 = 0.67$$

$$3 \times 0.67 = 2.01 \text{ days round up to the nearest } 1/2 \text{ day} = 2 \text{ days personal leave.}$$

## SCHOOLCARE Plus Open Access

Choice Fund

Benefits outlined below are intended as a general summary and are covered only when using a CIGNA Open Access Plus Network participating provider. 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. The plan year is defined from July 1 through June 30.

MEMBER	PLAN
<b>DEDUCTIBLES, MAXIMUMS*</b> Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit *All family members contribute towards family deductible/out-of-pocket max.	Individual: \$1,250; Family: \$2,500 Medical 20%; Pharmacy 10% (\$75 cap per prescription) Individual: \$2,000; Family: \$4,000 Unlimited
<b>CHOICE FUND (if activated)</b> Embedded Choice Fund (health reimbursement account) pays for eligible out-of-pocket expenses during the plan year.	<b>SCHOOLCARE PAYS</b> Individual: \$1,000; Family: \$2,000 Subscriber must take the online Health Assessment to activate Choice Fund.
<b>NET COST AFTER CHOICE FUND (if activated)</b> Out-of-Pocket Cost (including deductible)	<b>PLAN MEMBER PAYS</b> Individual: \$1,000; Family: \$2,000 The Employer may not fund any additional portion of the out-of-pocket costs under SCHOOLCARE policy.
<b>PREVENTIVE CARE (Includes Naturopath Services, Routine Laboratory &amp; Diagnostic Testing)</b> Routine Physical Examination Routine Immunizations Well Child Preventive Care Well Woman Preventive Care Adult Preventive Care Additional services such as urinalysis and EKG Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear	\$0 \$0 \$0 \$0 \$0 \$0 \$0
<b>OTHER PHYSICIAN SERVICES (Includes Naturopath Services)</b> Office Visits and/or Office Surgery Maternity Care Cigna Telehealth Connection (see details on myCigna.com)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
<b>OUTPATIENT DIAGNOSTIC TESTING</b> Radiology and Laboratory Services (Prior authorization required for some tests)	Deductible, then 20% to the Out of Pocket Maximum
<b>HOSPITAL CARE</b> Inpatient Services including Newborn Care Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies	Deductible, then 20% to the Out of Pocket Maximum  (Inpatient admissions and some outpatient procedures require prior authorization)

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## SCHOOLCARE Open Access

Choice Fund

HEARING TESTS	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE ( <i>Medically Necessary and Worldwide</i> ) Hospital Emergency Room Urgent Care Facility	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
MENTAL HEALTH/SUBSTANCE USE DISORDER OUTPATIENT (Physician's office) INPATIENT HOSPITALIZATION AND OUTPATIENT FACILITY (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
PRESCRIPTION DRUGS Cigna Participating Pharmacies Go to <a href="https://www.cigna.com/Rx90network">Cigna.com/Rx90network</a> for listing of 90-day network retail pharmacies  Certain Preventive Generic Drugs including oral contraceptives (generic): \$0 (Prior authorization and step therapy are required for some drugs)	Retail - up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum* Mail Order – up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum* available only through Cigna Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Cigna Home Delivery mail order *\$75 cap per prescription after deductible
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum
ACUPUNCTURE† ( <i>In or Out of Network</i> ) 12 days per person/per plan year †Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS ORAL SURGERY ( <i>accidents only</i> ) REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE ( <i>100 days per person/per plan year maximum</i> ) AMBULANCE ( <i>if not a true emergency, services are not covered</i> ) BLOOD TRANSFUSIONS HOME HEALTH SERVICES	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
<b>GOOD FOR YOU!</b> by SCHOOLCARE HEALTH AND WELLNESS INCENTIVES, EMPLOYEE ASSISTANCE PROGRAM	Included – up to \$800 for subscriber and \$400 for spouse

## Attachment 2: Support Staff Hourly Salary Schedules

**2022-2023: 1.0% COLA added to the base  
2.5% step increments**

	EA	OFFICE	SAFETY
	2022-23	2022-23	2022-23
Steps	1	2	3
0	\$ 16.16	\$ 16.97	\$ 22.14
1	\$ 16.56	\$ 17.39	\$ 22.69
2	\$ 16.98	\$ 17.83	\$ 23.26
3	\$ 17.40	\$ 18.27	\$ 23.84
4	\$ 17.84	\$ 18.73	\$ 24.44
5	\$ 18.28	\$ 19.20	\$ 25.05
6	\$ 18.74	\$ 19.68	\$ 25.67
7	\$ 19.21	\$ 20.17	\$ 26.32
8	\$ 19.69	\$ 20.67	\$ 26.97
9	\$ 20.18	\$ 21.19	\$ 27.65
10	\$ 20.69	\$ 21.72	\$ 28.34
11	\$ 21.20	\$ 22.26	\$ 29.05
12	\$ 21.73	\$ 22.82	\$ 29.77

**2023-2024: 2.0% COLA added to the base  
2.5% step increments**

	EA	OFFICE	SAFETY
	2023-24	2023-24	2023-24
Steps	1	2	3
0	\$ 16.48	\$ 17.31	\$ 22.58
1	\$ 16.90	\$ 17.74	\$ 23.15
2	\$ 17.32	\$ 18.18	\$ 23.73
3	\$ 17.75	\$ 18.64	\$ 24.32
4	\$ 18.19	\$ 19.10	\$ 24.93
5	\$ 18.65	\$ 19.58	\$ 25.55
6	\$ 19.12	\$ 20.07	\$ 26.19
7	\$ 19.59	\$ 20.57	\$ 26.84
8	\$ 20.08	\$ 21.09	\$ 27.51
9	\$ 20.59	\$ 21.61	\$ 28.20
10	\$ 21.10	\$ 22.15	\$ 28.91
11	\$ 21.63	\$ 22.71	\$ 29.63
12	\$ 22.17	\$ 23.28	\$ 30.37

**2024-2025: 2.5% COLA added to the base  
2.5% step increments**

	EA	OFFICE	SAFETY
	2024-25	2024-25	2024-25
Steps	1	2	3
0	\$ 16.90	\$ 17.74	\$ 23.15
1	\$ 17.32	\$ 18.18	\$ 23.73
2	\$ 17.75	\$ 18.64	\$ 24.32
3	\$ 18.19	\$ 19.10	\$ 24.93
4	\$ 18.65	\$ 19.58	\$ 25.55
5	\$ 19.12	\$ 20.07	\$ 26.19
6	\$ 19.59	\$ 20.57	\$ 26.84
7	\$ 20.08	\$ 21.09	\$ 27.51
8	\$ 20.59	\$ 21.61	\$ 28.20
9	\$ 21.10	\$ 22.15	\$ 28.91
10	\$ 21.63	\$ 22.71	\$ 29.63
11	\$ 22.17	\$ 23.28	\$ 30.37
12	\$ 22.72	\$ 23.86	\$ 31.13