

**MASTER AGREEMENT**

**Between the**

**Dover School Board**

**and the**

**Dover Educational Office Personnel, NEA-New Hampshire**

**Effective:**

**July 1, 2017-June 30, 2020**

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A. DURATION

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**ARTICLE I: RECOGNITION, JURISDICTION,  
MANAGEMENT RIGHTS, DEFINITIONS**

**A. RECOGNITION**

The Dover School Board recognizes the Dover Educational Office Personnel, NEA-New Hampshire, as the exclusive representative of all central office, school administrative assistants, food service administrative assistant, and all other employees listed in Article IV-A-2-c, employed fifteen (15) hours per week or more, excluding all administrative positions of assistant principal and above and the Superintendent's Administrative Assistant, Human Resources Coordinator, and the Payroll Supervisor, probationary employees, and other positions excluded by RSA 273-A.

**B. JURISDICTION**

The jurisdiction of the Association shall include those persons who perform on a full-time basis the duties or functions of the categories of employees in the bargaining unit. However, the Association's jurisdiction shall not extend to part-time personnel, or to personnel in positions excluded by the Recognition provision above.

**C. MANAGEMENT RIGHTS**

The School Board reserves to itself, subject only to the language of this Agreement and RSA 273-A, full jurisdiction and authority to manage the affairs of the Dover School District, including but not limited to, the right to (a) determine the means and methods of operation to be carried on; (b) determine the selection, direction, and number of its employees; (c) determine the methods, means, and personnel by which the operations of the District are to be conducted; (d) maintain the efficiency of the District operations; (e) conduct district operations in a safe and efficient manner; (f) hire, promote, demote, transfer, assign, retain, and discipline, suspend, discharge District employees; (g) determine the functions, programs, and methods of the District, including the use of technology; and (h) determine the District's organizational structure.

**D. DEFINITIONS**

The term "**Board**" as used in this Agreement means the Dover School Board.

The term "**Association**" as used in this Agreement means the Dover Educational Office Personnel, NEA-New Hampshire, NEA.

The term "**parties**" as used in this Agreement refers to the School Board and the Association as participants in this Agreement.

The term "**school**" as used in this Agreement means any work location or functional division maintained by the School District.

The term "**principal**" as used in this Agreement means the responsible administrative heads of their respective schools.

The term "**administrative assistant**" or "**employee**" as used in this Agreement means a person employed by the School Board in the bargaining unit as described in Article I-A.

The term "**Association Representative**" as used in this Agreement means any qualified member of the bargaining unit who is designated by the Association to act as its representative.

The term "**Association Building Representative**" as used in this Agreement means any qualified member of the bargaining unit who is designated by the Association to act as its representative at meetings and conferences at the school building level.

The term "**state or national Association representative**" as used in this Agreement means any staff employee of the NEA-New Hampshire or the NEA. This term will be specifically stated whenever such representation is permitted under the terms of this Agreement.

Whenever the singular is used in this Agreement, it is to include the plural.

**ARTICLE II: NO-STRIKE PROVISION**

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives, and members shall not, during the term of this Agreement, and within the District, engage in or condone any strike, slow-down, work stoppage, or other concerted refusal to perform any legitimate assignment on the part of any employee(s) represented hereunder.

## ARTICLE III: GRIEVANCE PROCEDURE

### A. GRIEVANCE

A "grievance" shall mean a complaint by an administrative assistant, or a group of administrative assistants, that there has been an alleged violation of a term or provision of this Agreement. A grievance must be initiated within twenty (20) school days after the grievant knew or should have known of its occurrence. Grievances related to events during the school year shall be initiated no later than ten (10) calendar days after the last day of student attendance.

### B. GRIEVANCE PROCEDURE

#### 1. Level One (Informal)

A grievant will first discuss the grievance with the building principal or immediate superior, either directly or through the Association's Representative, with the objective of resolving the matter informally. Failure to reach a mutually satisfactory resolution may be cause for the administrative assistant to refer the grievance to Level Two.

#### 2. Level Two - Principal (Formal Written)

A grievant wishing to process a grievance at Level Two will do so in writing to the Principal or immediate supervisor within eight (8) school days from the conclusion of the discussion at Level One. The grievance shall be specific in nature and shall state the provision(s) or term(s) of this Agreement allegedly violated and the remedy requested. The Principal or immediate supervisor shall establish a formal conference on the matter, and whenever a grievance is filed by an administrative assistant without the Association Representative, the Principal or immediate supervisor shall notify the Association and shall give the Association the opportunity to be present and to state the views of the Association. The aggrieved administrative assistant and the Association shall be given at least two (2) school days notice of said conference. The Principal or immediate supervisor shall respond in writing eight (8) school days from the date the formal grievance is filed. The Principal's decision shall be presented in writing to both the administrative assistant and the Association.

#### 3. Level Three - Superintendent

If the grievant is not satisfied with the Principal's or immediate supervisor's decision rendered at Level Two, the grievant may, within eight (8) school days of receipt of that decision, appeal that decision to the Superintendent of Schools. The grievance must be submitted in writing stating the specific nature of the grievance and remedy requested and shall include a copy of the Level Two decision. The Superintendent may schedule a meeting at a mutually convenient time to discuss the grievance with the administrative assistant and the Association. Both parties reserve the right to include consultants in any such meeting. The Superintendent shall respond in writing together with supporting reasons to the administrative assistant, Association, and Principal within ten (10) school days from the date the grievance is filed at Level Three. This period may be expanded to twenty (20) school days if the Superintendent is unable to address the matter because of previous commitments.

#### 4. Level Four-School Board

If a grievance remains unsettled after having been processed through Level Three, the grievant may, within eight (8) school days from the date the decision is rendered at the previous level, submit the grievance to the School Board, in which case, the grievance is to be submitted in writing and shall specify the nature of the complaint and the remedy requested. Copies of the previous decisions are to be included with the grievance. Within eight (8) school days from the date the grievance is filed at level Four, the School Board will establish a mutually convenient date and time for a meeting to discuss the matter. Both parties reserve the right to include consultants in any such meeting. The School Board shall render its decision in writing together with supporting reasons to the administrative assistant, Association, Principal, and Superintendent's office within twenty (20) school days from the date the grievance is received.

### C. ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of the grievance procedure as stated herein may be submitted to arbitration by the Association by filing with the School Board and the American Arbitration Association a request for arbitration within twenty (20) school days after the final decision of the School Board has been given to the Association.
2. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. Only one

request shall be scheduled for the same arbitration hearing except by mutual agreement of the parties.

3. In the conduct of an arbitration, the applicable provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.
4. The arbitrator shall issue a decision no later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of transmitting the final settlements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding except that any decision of the arbitrator which requires the School Board to expend more than one thousand dollars (\$1,000) shall be advisory to the School Board which shall, in such cases, make a final decision within twenty (20) school days after receiving the arbitrator's decision.
5. Both parties agree the arbitrator shall be prohibited from modifying or adding to this Agreement.
6. Each party will bear the total cost incurred by themselves. The cost of the arbitrator shall be shared equally by the parties to the dispute.

#### **D. ADDITIONAL PROVISIONS**

1. The grievant may be accompanied by a local, state, or national Association representative at conferences held at any level.
2. Any complaint which is filed with any agency or court may not also be filed as a grievance under the Agreement.
3. The time limits in this article may be reduced or extended by mutual agreement of the parties at each and any level.
4. Failure to refer to a grievance to the next level within the specified time shall be considered an acceptance of the decision rendered.
5. Failure at any level of the grievance procedure to render a decision within the specified time limits shall permit the grievant to proceed to the next level.
6. The School Board and Association shall guarantee the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his / her appeal with respect to his / her personal grievances.
7. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of participants.

### **ARTICLE IV: WORKING CONDITIONS**

#### **A. WORK HOURS AND DAY**

1. Definition of Full-Time and School-Year Administrative assistant employees
  - a. Full-time employees are employed forty (40) hours a week for fifty-two (52) weeks (exclusive of vacations).
  - b. School-year employees are employed for the number of annual student days established by the School Board plus 3 additional work days (the "work year"). Employees in the following positions typically work the following additional days each year:
    - i. 10 additional days for:
      - a. Student Services at Dover Middle and High Schools
      - b. Health Office at Dover Middle and High Schools
      - c. Main Office at Dover Middle School: and
      - d. Guidance Office at Dover High School
    - ii. 5 additional days for:
      - a. Dean's Office at Dover Middle School/Dover High School

- b. Alternative School
- c. Main Office at Dover High School; and
- d. Athletic Office at Dover High School
- iii. 2 additional days for:
  - a. Receptionist at Dover Middle School
  - c. Work schedules and work years of all full-time and school-year employees shall be approved by the Superintendent, subject to the educational, operational and financial needs of the district.
- 2. Compensation for work performed
  - a. It is recognized that it is the position that is classified and/or placed on a pay scale. The qualifications of the individual will determine placement in the position and performance will determine progression within the pay grade. However, the qualifications or over-qualification of the individual have nothing directly to do with the classification or placement of the position. If the position utilization or requirements change (regardless of the involvement of the incumbent in this change), then the position should be reviewed by the Superintendent or the Superintendent's designee.
  - b. At the inception of the schedule, placement of existing personnel will be recommended to the School Board by the Superintendent or the Superintendent's designee.
  - c. The first nine (9) months from the employee's initial date of hire will be considered a probationary period for purposes of just cause and grievances.
  - d. The wage scale in Appendix A-1 shall apply to the following Dover School District positions:
    - Administrative Assistant I:  
Receptionist
    - Administrative Assistant II:  
School Based Office Administrative Assistant, Substitute Coordinator, Attendance Administrative Assistant- School Based, Title I – School Based, Nurse's Administrative Assistant, Guidance Administrative Assistant
    - Administrative Assistant III:  
Assistant Principal's Administrative Assistant- School Based, School Administrative Assistant- School Based, Dean's Administrative Assistant, Federal Projects/Curriculum Administrative Assistant-District Wide, Food Service- District Wide, SAU Administrative Assistant- District Based, SPED Administrative Assistant-School Based
    - Administrative Assistant IV:  
Administrative Assistant (Athletic, DALC, Principal's, Special Education, Career Technical Center, Curriculum/Federal Projects, Alternative School), Guidance Department Registrar
    - Administrative Assistant V:  
Accounts Payable Bookkeeper, MMS Data Coordinator, Data Technology Coordinator
    - Administrative Assistant VI:  
DALC Office Manager

## **B. BREAKS**

Each administrative assistant shall have one (1) fifteen (15) minute paid break, per work day.

## **C. LUNCH BREAKS**

Each administrative assistant shall be allowed a thirty minute unpaid duty-free lunch break which shall not be reduced in duration but shall be consistent with his/her work schedule.

## **D. INCLEMENT WEATHER DAYS**

1. When school has been canceled due to inclement weather, all full-time administrative assistant personnel will report to work no later than ninety (90) minutes after their normal start time.
2. When a delayed opening of two (2) hours has been called, administrative assistants shall report no later than one (1) hour later than their regular starting time.
3. If school is cancelled due to inclement weather, full time administrative assistants who do not report to work will use vacation, personal, or loss of pay day. If an administrative assistant is ill, he/she may use a sick day.
4. Bargaining unit members may leave work with the approval of the Superintendent or designee, without loss of compensation, if his/her work site unexpectedly has no electrical service and it is not expected to return for two or more hours and if no students are present in the building.
5. If the Superintendent directs employees not to report to work due to inclement weather or another emergency, employees shall be paid for a regular working day without deducting from paid leave.

## **E. LEAVING THE BUILDING**

- A. During their duty-free lunch, administrative assistants may leave the building by signing out noting the time that they shall return.
- B. During their fifteen (15) minute break period, administrative assistants may leave the building after signing out. The administrative assistant shall sign out and note the time that the administrative assistant shall return.
  1. Absence from duty (except in cases of emergency) shall result in proportional loss of pay.

## **F. EMPLOYEE FILES**

1. An administrative assistant shall have the right, upon request, to review the contents of the administrative assistant's personnel files and to make copies of any documents contained therein. An administrative assistant must have a witness of the employee's choice present during such review. A witness chosen by the employer must also be present.
2. Although the district agrees to protect the confidentiality of personal references, academic credentials, and other similar documents received prior to the administrative assistant's initial employment, it shall not establish any separate personal file which is not available for the employee's inspection.
3. Each employee shall acknowledge that an opportunity has been given to see such material by signing the filed copy, with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrative assistant shall have the right to submit a written response to such material, and the administrative assistant's response shall be attached to the original material.

## **G. EVALUATION**

1. All monitoring and/or observation of employee work performance shall be conducted openly and with full knowledge of the employee. Job descriptions and evaluation forms shall be provided to new employees no later than the day before the first day of school for students or the first day of work if hired during the school year. The District reserves the right to modify job descriptions and the evaluation process and/or criteria in consultation with the Association. Employees shall be provided reasonable notice of such modifications and shall be provided copies of the revised job descriptions and/or evaluation forms.
2. Prior to June 1, each employee shall receive a written copy of her/his annual evaluation. Such evaluation shall be ongoing and shall be done by the employee's immediate supervisor or building administrator. Designed to

promote professional growth, the evaluation shall be as positive in nature as possible.

3. A conference between the immediate supervisor and/or the building administrator and the employee will be held to discuss the evaluation. A copy of the evaluation shall be given to the employee at least two (2) days prior to the conference. As a result of the conference, modification may be made in the written document prior to its placement in the employee's file.
4. No evaluation, which has not been shown to the employee, may be placed in the file. The employee shall sign the evaluation, however, such signature shall indicate only that it has been reviewed and shall not necessarily indicate concurrence with the contents. The employee shall have the right to attach a written response to the evaluation.

## **ARTICLE V: COMPENSATION**

### **A. BASIC WAGE SCALES**

The salaries and differentials of administrative assistants are set forth in Appendix A-1, which is attached to and made part of this Agreement.

### **B. PLACEMENT ON THE WAGE SCALE**

The intent of the following guideline is to assure that people hired from outside are not placed on a higher step than someone with equivalent experience from within the bargaining unit.

Experience credit on the salary schedule will be for related education and work experience. No employee will be placed on a step higher than indicated by actual experience credit.

No new employee will be placed on the salary schedule at a salary step above step six (6). Bargaining unit employees who transferred from a position within the District shall be placed on the step with the equivalent wage as the position from which they transferred.

### **C. METHOD AND TIME OF SALARY PAYMENT**

1. Administrative assistants shall receive their bi-weekly pay on alternating Fridays.
2. Employees may have their paychecks directly deposited in their personal banks by submitting the appropriate direct deposit materials and authorizations to the school district.

### **D. LONGEVITY**

The School District of the City of Dover will make available to all school-year administrative assistants working six (6) hours or more per day for an annual longevity benefit, for time spent working for the City of Dover as follows:

5-7 years .....	\$125
8-14 years.....	\$400
15-19 years .....	\$550
20-24 years.....	\$700
Over 25 years .....	An additional \$125 per 5-year interval

The School District of the City of Dover will make available to all full-time administrative assistants an annual longevity benefit for time spent working for the City of Dover as follows:

5-7years.....	\$200
8-14 years.....	\$700
15-19years .....	\$1000
20-24years.....	\$1300
Over 25 years .....	An additional \$300 per 5-year interval

All Longevity payments will be paid in the month of the employee's anniversary date of hire and will be made through regular payroll, unless the employee submits a written request for a separate check for the longevity payment before the first day of the employee's anniversary month.

#### **E. ANNIVERSARY DATES**

For the purpose of annual step advancement regular full-time administrative assistants who have performed satisfactorily for one hundred twenty (120) days or more, excluding authorized leave, will advance a step on the wage scale. For the purpose of annual step advancement school-year administrative assistants who have performed satisfactorily for ninety (90) days or more, excluding authorized leave, will advance a step on the wage scale.

#### **F. MILEAGE ALLOWANCE**

Administrative assistants who use their private automobiles for job-demanded intra district travel authorized by the Superintendent or the Superintendent's designee for assigned working duties shall be reimbursed at the current IRS rate.

#### **G. ITEMIZED PAYROLL DEDUCTIONS**

A statement of payroll deductions shall be provided with each salary payment.

#### **H. SEVERANCE PAY**

All administrative assistants terminating with a minimum of ten (10) years service in Dover shall receive severance pay in the amount of thirty (30) percent of their accumulated sick leave at their current per diem rate.

#### **I. RETIREMENT**

Membership in the New Hampshire Retirement System is compulsory for all full-time administrative assistants employed after July 1, 1968.

#### **J. WORKERS' COMPENSATION**

All administrative assistants employed by the Dover School District are covered by Workers' Compensation. This means that any person injured in performance of his/her duties for the School District should report any such injury or occupational disease to the Superintendent's office immediately or within forty-eight (48) hours. All accidents, no matter how minor, must be reported in writing. Employees shall be allowed to use accumulated sick time to make up lost pay while on a workers' compensation injury.

### **ARTICLE VI: FRINGE BENEFITS**

#### **A. MEDICAL INSURANCE**

1. For all full-time and school-year administrative assistants employed six (6) or more hours per days , the School District of the City of Dover agrees to pay the premiums of the New Hampshire School Health Care Coalition plan, SchoolCare, or another health program providing equivalent or improved benefits, as follows:

**Yellow Plan with Choice Fund**

The District will pay ninety-seven (97) percent of the monthly premium and the employee will pay any additional costs of coverage.

2. The School Board agrees to submit retired administrative assistants to participate in the school health insurance plan at the School District rate. Premiums may be withheld from the state retirement pension checks and forwarded to the insurance company. Monies used for this purpose should not be construed to be a general wage increase. (Refer to Internal Revenue Code Section 106, date April 9, 1964.)
3. If an employee does not subscribe to the School District of the City of Dover, New Hampshire New Hampshire School Health Care Coalition plan, SchoolCare, health program or to another City of Dover health insurance plan through a family member and provides documentation that he/she is covered by another employer-sponsored group health plan or a federal or state-sponsored plan (other than a plan through a "health insurance exchange" under the Affordable Care Act), he/she will receive an amount equal to twenty-five (25) percent of the dollar amount that the school district would otherwise contribute for the coverage level for which the employee is eligible.
4. Whenever the employee leaves his/her employment in the Dover School District, this benefit automatically stops on the last day of the following month. Said employee has the option to continue

medical coverage for eighteen (18) months or until he/she is eligible for another program, whichever comes first.

5. Administrative assistants employed less than six (6) hours per day shall be permitted, if eligible, to purchase health insurance coverage in the District's plan.

## **B. DISABILITY INSURANCE**

The School Board will pay the premium for an income insurance program which will provide sixty percent (60%) of monthly salary up to \$2,500 per month, maximum benefit to begin after ninety (90) consecutive calendar days, or expiration of accumulated sick leave, whichever is greater, for all full-time and school-year administrative assistant personnel employed six (6) or more hours per day. Said insurance will run until age sixty-five (65) and shall be coordinated with Social Security benefits.

## **C. LIFE INSURANCE**

The School District of the City of Dover will make available to all full-time and school-year administrative assistants employed six (6) or more hours per day life insurance coverage, at no cost to employee, of three times (3X) the administrative assistant salary with a minimum benefit of \$50,000 and a maximum benefit of \$100,000 for natural death. Life insurance will be terminated in all cases on the last day of the month a person goes on leave of absence until the employee taking the leave returns on a full-time basis. New administrative assistant personnel joining the staff will be covered on the first of the month following a thirty (30) day waiting period.

## **D. DENTAL INSURANCE**

1. The School Board will provide a Delta Dental Insurance Plan IV or equivalent for all full-time and school-year administrative assistants employed six (6) or more hours per day as follows:

100% of the cost of a single coverage or

50% of the cost of 2-person or family coverage

2. New administrative assistant personnel joining the staff will be covered on the first day of the month following a thirty (30) day waiting period.
3. Whenever the employee leaves his/her employment in the Dover School District, this benefit automatically stops on the last day of the following month. Said employee has the option to continue dental coverage for eighteen (18) months or until he/she is eligible for another program, whichever comes first.

## **E. LIABILITY INSURANCE**

The School Board will provide an "errors and omissions coverage" to all members of the bargaining unit. Coverage will be the same as is provided for the School Board and its administrators.

## **F. TAX-DEFERRED ANNUITY**

The School Board agrees to allow administrative assistants to take advantage of the federal law concerning tax-deferred annuities. Any new group must have at least ten (10) members.

## **G. PROFESSIONAL DEVELOPMENT**

1. The following Professional Development plan will apply to all full-time and school-year administrative assistants employed six (6) or more hours per day. The District agrees to budget \$2,000.00 annually for course reimbursement, professional development workshops / seminars, the annual administrative assistant workshop day, and attendance to the New Hampshire Association of Educational Office Professionals Convention.
2. Not more than \$500 will be approved for payment to any administrative assistant in any fiscal year for professional development. The Superintendent or the Superintendent's designee must approve the above-mentioned professional development activities in advance. All professional development activity must be related to the administrative assistant's job or be part of a career development program.
3. No more than three (3) administrative assistants per school day may be authorized for professional development leave.
4. Professional development money being applied towards course reimbursement must meet the following criteria. The District will reimburse administrative assistant who complete district approved courses with a B or better. Course reimbursement funds will not be held longer than seventy-five (75) days from the date of completion. Administrative assistants must submit their grade report and proof of course payment to receive reimbursement.

Course Approval forms are available in the office of the Superintendent.

5. All professional development requests will be considered according to the availability of funds.
6. The District will allow for four (4) administrative assistants to attend the New Hampshire Association of Educational Office Professionals Convention. These stipends will first be made available to administrative assistants that did not receive the stipend during the preceding year; otherwise these stipends will be made available on a first come, first served basis.

#### **H. FLEXIBLE SPENDING ACCOUNT**

The District will make available to all employees an IRS Section 125 Flexible Spending Account Plan ("FSA"). Employees will be allowed to voluntarily contribute by payroll deduction to the Section 125 Plan up to the limit allowed by law. These funds may be used to offset any medical, Childcare, or other expenses allowed by law.

### **ARTICLE VII: LEAVES**

#### **A. SICK LEAVE WITH PAY**

1. Sick leave is defined as personal illness on the part of the individual employee.
2. All regular full-time administrative assistant personnel shall receive fifteen (15) days of sick leave per year, with pay, accumulative to one hundred fifty (150) days.
3. School-year administrative assistant's employed six (6) or more hours per day shall receive ten (10) days of sick leave per school year with pay, accumulative to ninety (90) days. School year administrative assistants who work up to but not including thirty (30) hours per week, will earn five (5) sick days with full pay annually and shall accumulate days to a maximum of 90.
4. In the event that there is an extended absence of three (3) or more consecutive days, or seven (7) days of absence in one school year, such employee may be required to provide the Superintendent or Superintendent's designee with written confirmation of the illness, injury, or disability from a physician. When the Superintendent or Superintendent's designee feels that such written confirmation is insufficient or ambiguous, it may require the employee to undergo an examination by a physician selected and paid for by the School Board to confirm or refute the claimed illness, injury, or disability which forms the basis for the sick pay request by the employee. Disability as a result of pregnancy shall be treated as any other temporary disability.
5. The Board agrees to establish a sick leave bank to cover employees in the event of long term illness. The sick leave bank shall be administered by a committee composed of three (3) members of the Association appointed by the Association President. Rules for membership and participation in the sick leave bank shall be established by the Association and shall be supplied to the Board upon request. Any rules established by the Association shall include the following:
  - That the sick leave bank shall be funded at the start of each school year to reach a maximum of one hundred (100) days. The sick leave bank may be supplied with additional days only at the start of each school year to reach a maximum of one hundred (100) maximum days.
  - That no one may contribute more than three (3) days in any school year to the sick leave bank; and that any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution.
  - That the Association shall notify the Board by September 30<sup>th</sup> of each year of the individuals who have donated days to the sick leave bank so that said days may be deducted from the individual's yearly entitlement.
  - That no employee shall, under any circumstances, be entitled to sick leave bank benefits until said employee has exhausted all accrued paid leave available to that employee (including sick, personal and vacation leave).
  - An employee must provide sufficient documentation of the medical need for leave to the Association and the Administration.

#### **B. PERSONAL LEAVE**

1. Personal leave (including family illnesses) may only be requested by a full-time administrative assistant and a school-year administrative assistant employed six (6) or more hours per day. Such leave is not to exceed five (5)

personal days per year for full-time administrative assistants. School-year administrative assistants employed six (6) or more hours per day, shall not exceed three (3) personal days per school year, to be granted at the discretion of the Superintendent. Such absence will not result in loss of pay.

2. If an administrative assistant's paid leave time has been exhausted, he/she may be granted unpaid leave, whether before or after the fact, with reason(s) given, each school year at the discretion of the Superintendent or the Superintendent's designee.

### **C. FUNERAL LEAVE**

1. Neither pay nor sick leave shall be deducted for absence related to death in the immediate family of full-time and school-year administrative assistant personnel. Such absence shall not exceed five days unless, because of unusual circumstances, the Superintendent and the School Board shall extend the period.
2. When requested, employees may receive funeral leave with full pay as follows:

Not to exceed one (1) day:

1. Aunt or uncle
2. Close personal friends, if approved by the Superintendent

Not to exceed three (3) days:

1. Grandparents
2. Brother-in-law
3. Sister-in-law
4. Son-in-law
5. Daughter-in-law
6. Sister
7. Brother
8. Parent-in-law
9. Relative living in the household
10. Close personal friend living in the same household

Not to exceed five (5) days:

1. Spouse
2. Child
3. Parent
4. Sister or brother living in the household

3. The Superintendent may extend funeral leave upon an employee's request.

### **D. JUROR LEAVE**

Administrative assistants on jury duty shall be entitled to pay differential and continued benefits while fulfilling jury duty.

### **E. MILITARY LEAVE**

Military leave shall be granted to any administrative assistant who is inducted or called to active duty in any branch of the armed forces of the United States. For the period of said call to active duty, said administrative assistant will be compensated by the District paying the difference between their school district salary and their annualized military salary. Upon return from such leave, an administrative assistant will be placed on the wage schedule at the level which the administrative assistant would have achieved had the administrative assistant remained actively employed in the system during the period of the absence. Wage scale growth limit is to equal the period of original induction or period of call to active duty.

## **F. ASSOCIATION LEAVE**

The Association President or the President's designee shall receive three (3) days per year to attend to the affairs of the Association. If the local Association President also holds a state or national Association position or office, additional Association leave days may be granted by the Superintendent.

## **G. EXTENDED LEAVE**

Administrative assistants may apply for an unpaid extended leave of absence which shall be granted at the discretion of the Superintendent and subject to the approval of the School Board.

## **H. OTHER LEAVE PROVISIONS**

1. All benefits to which an administrative assistant was entitled at the time a leave of absence commenced shall be restored to the employee upon return, and the employee will be assigned to the same or an available substantially equivalent position.
2. An administrative assistant on a leave of absence must notify the Superintendent of Schools, in writing by April 15<sup>th</sup> in the year which the employee's leave expires, of the administrative assistant's intent to return.
3. A leave of absence may be extended by the School Board.
4. All other absences not covered must be considered leave without pay, and as such full deduction must be made from an employee's pay.
5. All administrative assistants shall be notified on a monthly basis of their accumulated leave amounts.

## **ARTICLE VIII: HOLIDAYS AND VACATIONS**

### **A. HOLIDAYS**

1. Full-time administrative assistants shall observe the following holidays and such other days as may be designated from time to time:

New Year's Day

Martin Luther King, Jr., Day

Presidents' Day

First Day of April Vacation

Memorial Day

Fourth of July

Labor Day

Columbus Day (observed NEA teacher workshop day)

Veterans' Day

Day Before Thanksgiving

Thanksgiving Day

Friday following Thanksgiving

Christmas Eve (1/2 Day)

Christmas Day

The Day after Christmas (50% of staff off, with other 50% of staff to have a compensation day)

New Year's Eve (1/2 Day)

2. If an official holiday falls on a Saturday or Sunday, it is observed by the School District on the preceding Friday or following Monday, respectively.

3. If ever in the future these holidays are declared regular workdays, then these holidays will become regular working days with no extra compensation. Some positions and situations require an employee to be on the job during a holiday, or day designated for observance of a holiday, as part of his/her normal work schedule. In that event, the Superintendent will grant the employee an extra day off at a mutually agreed upon by the Superintendent and employee in lieu of the designated holiday.
4. School-year administrative assistants employed six (6) or more hours per day shall observe the following eleven (11) holidays:

Labor Day  
 Columbus Day (observed NEA teacher workshop day)  
 Veterans' Day  
 Day Before Thanksgiving  
 Thanksgiving Day  
 Friday following Thanksgiving  
 Christmas  
 New Year's Day  
 Martin Luther King, Jr. Day  
 First Day of April Vacation  
 Memorial Day

5. School-year administrative assistants who work up to but not including thirty (30) hours per week shall receive the following paid holidays:

New Year's Day  
 Memorial Day  
 Thanksgiving Day  
 Friday following Thanksgiving  
 Christmas Day

6. If ever in the future the holidays listed above are declared regular workdays, then these holidays will become regular working days with no extra compensation. Some positions and situations require an employee be on the job during a holiday, or day designated for observance of a holiday, as part of his/her normal work schedule. In the event the Superintendent will grant the employee an extra day off at a time mutually agreed upon by the Superintendent and employee an extra day off at a time mutually agreed upon by the Superintendent and employee in lieu of the designated holiday.

**B. VACATIONS**

Full-time administrative assistants shall receive vacation with pay as follows:

1 - 5 years:	Two (2) weeks
6-10 years:	Three (3) weeks
11-19 years:	Four (4) weeks
20 or more years:	Five (5) weeks

School-year administrative assistants employed six (6) or more hours per day (ten [10] months - September to June) with five (5) years or more of service shall receive four (4) days of vacation with pay that shall be taken when school is not in session.

Additional days will be added as follows:

10-14 years of service add 1 day paid vacation  
15-19 years of service add 1 day paid vacation  
20 or more years of service add 1 day paid vacation

If a vacation includes a holiday as listed above, vacation is extended to compensate for the holiday.

Vacation schedules are to be coordinated to insure continuity of service and must be approved by the administrative assistant's immediate supervisor. For school year administrative assistants, vacations shall be scheduled to be used within the school year.

Vacation requests shall be approved at the discretion of the administrator or designee.

For full-year employees, unused vacation days, from the previous school year, shall be used by June 30 or shall be forfeited. For example, vacation earned during the 2007-08 school year must be used by June 30, 2009. School year employees may not carry over unused vacation days.

For full-year employees, the maximum number of days that can be paid upon retirement is 1.25 times annual leave, and, for example, an employee who earns 10 days of annual leave would have a maximum payout of 12.5 days. Such payment will be made within 90 days of the retirement date.

If the administration rescinds prior approval of vacation days because of exigent circumstances that would result in the loss of vacation days that cannot be rescheduled before the June 30 deadline, the employee and the administration may mutually agree to reschedule those days. If said days cannot be rescheduled, the employee will be paid at the per diem rate by separate check by the end of the next pay period, or the employee will be permitted to carry said days over beyond the June 30 deadline, at the District's option.

All requests for vacation leave must be made in writing to the Administrator or designee who shall approve or deny all vacation requests in a timely manner. Vacation requests shall be approved at the discretion of the administrator or designee.

Vacation time is not earned during unpaid leaves.

## **ARTICLE IX: EXCLUSIVE ASSOCIATION**

### **RIGHTS AND RESPONSIBILITIES**

#### **A. PAYROLL DUES DEDUCTION**

1. The School Board agrees to deduct from the salaries of its administrative assistant dues for the Dover Educational Office Personnel, the NEA-New Hampshire, NEA, as said administrative assistant individually and voluntarily authorize the School Board to deduct. Said monies shall be transmitted to the Dover Educational Office Personnel treasurer on a monthly basis. The Association shall indemnify and hold the District and the School Board and its representatives/designees harmless from any and all claims arising out of the District's non-negligent deduction and transmission of Association dues.
2. The Dover Educational Office Personnel shall certify to the School Board in writing the current rate of its membership dues. If there is any change in the rate of its membership dues, the Association shall give the School Board written notice, prior to the effective date of such change. Dues deductions shall be made on each pay week in an amount equal to 1/21<sup>st</sup> or 1/26<sup>th</sup> of the annual dues as defined in this paragraph.
3. The Association shall be notified of any administrative assistant being dropped from payroll deductions.
4. The initial payroll deduction shall be made within two (2) pay periods following the central office's receipt of the dues deduction authorization.
5. Any present or future employee who chooses not to join or not to remain a member of the Association shall pay to the Association, a service charge for the cost of collective bargaining and contract administration. Such fee is to be paid in the same manner as Association dues as provided in this section. No part of this service charge shall be used for political donations. Said service charge shall not exceed the dues for membership, and the Association agrees to defend and hold the School District harmless should there be a dispute between an employee and the Association over the matter of agency fee deductions. An agency fee deduction shall only be made after the employee has authorized such deduction in writing.

#### **B. USE OF BUILDINGS**

After the close of school on school days, the Association shall have the right to use designated areas in school

buildings for official Association meetings provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal and/or central office in advance. There shall be no cost to the Association for such meetings so long as no overtime custodial cost to the School Board is involved.

#### **C. MAIL FACILITIES AND MAILBOXES**

The Association shall have the right to use the interschool mail facilities and school mailboxes in a reasonable manner and without the approval of building principals. The School District shall assume no responsibility for any communications transported via the interschool mail facilities.

#### **D. BULLETIN BOARDS**

The Association shall have a bulletin board in each faculty lounge and/or administrative assistant's dining room and be legally responsible for notices placed thereon. Copies of all materials to be posted on such bulletin boards shall be given to the immediate supervisor or building principal.

#### **E. COMMUNIQUEES**

As a non-exclusive privilege, designated representatives of the Association shall be allowed to receive telephone calls and other communiques concerning Association business at any time during school hours so long as it does not disrupt normal work operations.

#### **F. INFORMATION**

1. The School Board shall respond within a reasonable time to Association requests for public records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.
2. If the agenda of a public School Board meeting has been prepared twenty-four (24) hours in advance of such School Board meeting, it shall be emailed to the President of the Association at the President's email address. If school is not in session, it shall be emailed to the email address of the Association President.
3. A copy of the minutes of all public School Board meetings shall be emailed to the President of the Association at the President's home or school email address.

#### **G. ASSOCIATION REPRESENTATIVE**

1. The Association shall furnish the School Board with a list of its officers and authorized representatives and shall as soon as possible notify the School Board in writing of any change.
2. For the purpose of processing grievances and requesting Association use of school buildings, no administrative assistant shall be considered to be an Association representative by a Principal, the Superintendent, or the School Board unless such administrative assistant's name appears on the current list described in the preceding paragraph.

#### **H. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS**

1. Nothing contained herein shall be construed to prevent the School Board, a member of the School Board, or their designated representatives from meeting with any employee for expression of the employee's views. In the area of collective bargaining, no changes or modifications in this Agreement shall be made except through consultation or negotiation with the Association.
2. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.
3. Nothing contained herein shall be construed to prevent any administrative assistant from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

#### **I. NO ASSOCIATION ACTIVITY ON SCHOOL TIME**

Except as provided herein, the Association agrees that no employee or Association representative will engage in Association activities during his/her assigned duties.

### **ARTICLE X: SENIORITY, LAYOFF, AND RECALL**

## **A. SENIORITY**

Seniority shall be defined as length of service with the Dover Public School system from the last date of hire within the bargaining unit.

## **B. LAYOFF AND RECALL**

1. Layoffs and recalls shall be based on seniority and qualifications within in each job title and classification. Full time laid off employees may bump full-time bargaining unit members with least seniority, within the classification, first, and if needed, move to the next lower classification, provided they are qualified to do the job. If there are no bargaining unit members with least seniority, within the classification first, and if needed, move to the next lower classification, provided they are qualified to do the job. They shall have recall rights for up to six (6) months or until the beginning of the next school year, whichever is longer.

School-year laid off employees may bump school-year bargaining unit members with least seniority, within their classification first, and if needed, move to the next lower classification, provided they are qualified to do the job. In no instance, shall a school-year employee have the ability to bump a full-time employee.

2. Each vacant position within the bargaining unit shall be posted in each school for ten (10) calendar days. A list of known vacancies in administrative assistant positions will be posted and a copy sent to the Association President. During the months of July and August, notices of vacancies will be emailed to the Association President's home as well as being conspicuously posted. The listing will include position, pay level, qualifications, and other relevant information, to extent known, of new positions and/or openings occasioned by the retirement/resignation of personnel.
3. When offered a position through recall, said person will have five (5) work days to accept or decline the offer. Refusal to accept a recall offer in the same classification will terminate the District's obligation to recall. Refusal to accept a recall offer in a lower classification will not terminate the District's obligation to the recall provision.

## **ARTICLE XI: FAIR PRACTICES**

### **A. FAIR PRACTICES**

1. The School Board and the Association agree that there will be no reprisals of any kind taken against any administrative assistant by reason of the employee's membership or non-membership in the Association or participation in its lawful activities. Nothing in this contract shall detract from any statutory and/or constitutional rights the employees might have.
2. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.
  - a. All written warnings, suspensions, and discharges shall be placed in the employee's personnel record and shall describe the reason for the disciplinary action. A copy will be provided to the employee and the union president at the time the discipline is administered. The employee may choose to have an Association representative at any disciplinary hearing.
  - b. Discipline shall normally follow this order:
    1. Verbal warning
    2. Written warning
    3. Suspension without pay (ten days maximum)
    4. Discharge
  - c. An employee may be suspended or discharged for, but not limited to, the following reasons:
    1. Incompetence or inefficiency
    2. Insubordination
    3. Intoxication while on duty
    4. Unauthorized absence from duty

5. Misappropriation of funds or school district materials
- d. No non-probationary employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.
- e. All employees shall have the right to review their records upon forty eight (48) hours' notice to Superintendent's designee.

## **ARTICLE XII: MISCELLANEOUS PROVISIONS**

### **A. SAVINGS-SEPARABILITY CLAUSE**

1. If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
2. In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.
3. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless made in writing signed by both parties

### **B. NOTICE**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified or registered letter at the following address:

1. If by the Association, to the School Board at the Superintendent's office.
2. If by the School Board, to the Association at the school or home address of the elected Association President.

### **C. PRINTING AND DISTRIBUTION OF THIS AGREEMENT**

1. The parties agree to share equally in the costs of printing this Agreement in booklet form.
2. The Association agrees to distribute a copy of this Agreement to each administrative assistant presently employed by the School Board. The School Board agrees to distribute a copy of this Agreement to each new employee employed by the School Board.

## **ARTICLE XIII: DURATION**

### **A. DURATION**

1. This Agreement shall be effective as of July 1, 2017, and shall continue in effect until and including June 30, 2020.
2. The School Board and the Association agree to begin negotiations for a successor Agreement no later than December 1, 2019.
3. In witness whereof the parties have caused this Agreement to be signed by their respective representatives, attested by their respective representatives, and attested by their respective administrative assistant

**DOVER EDUCATIONAL OFFICE PERSONNEL**

BY: Renee D. Wood, President

DATE: 7/7/17  
Sherry Flewelling 7/7/17, Secretary

**DOVER SCHOOL BOARD**

BY: A. Russell, Chairperson

DATE: 7/20/17  
Kathleen E. Morrison, Secretary

Appendix A-1: Wage Schedules  
Dover Educational Office Personnel

2017 - 2018 PROJECTED SALARY SCHEDULE								Percentage Increase:	3.00%
Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1	12.79	13.17	13.59	14.00	14.39	14.83	15.29	15.75	
2	14.30	14.71	15.16	15.63	16.07	16.56	17.08	17.59	
3	15.06	15.49	15.98	16.44	16.94	17.46	17.97	18.51	
4	15.80	16.28	16.79	17.26	17.81	18.34	18.88	19.45	
5	16.98	17.51	18.03	18.57	19.15	19.71	20.32	20.92	
6	18.82	19.41	19.97	20.59	21.18	21.82	22.48	23.16	

2018 - 2019 PROJECTED SALARY SCHEDULE								Percentage Increase:	3.00%
Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1	13.18	13.57	13.99	14.42	14.82	15.28	15.74	16.22	
2	14.73	15.15	15.62	16.09	16.55	17.06	17.59	18.12	
3	15.51	15.96	16.45	16.93	17.45	17.98	18.51	19.06	
4	16.27	16.77	17.29	17.78	18.34	18.89	19.45	20.03	
5	17.49	18.04	18.57	19.13	19.72	20.31	20.93	21.55	
6	19.38	19.99	20.57	21.21	21.81	22.47	23.16	23.86	

2019 - 2020 PROJECTED SALARY SCHEDULE								Percentage Increase:	3.00%
Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1	13.57	13.98	14.41	14.85	15.27	15.74	16.22	16.71	
2	15.17	15.60	16.08	16.58	17.05	17.57	18.12	18.66	
3	15.98	16.43	16.95	17.44	17.98	18.52	19.07	19.64	
4	16.76	17.28	17.81	18.31	18.89	19.46	20.03	20.63	
5	18.02	18.58	19.12	19.70	20.31	20.91	21.56	22.19	
6	19.96	20.59	21.19	21.84	22.47	23.14	23.85	24.58	