

**AGREEMENT
BETWEEN THE
KEENE BOARD OF EDUCATION
AND THE
KEENE EDUCATIONAL OFFICE PERSONNEL GROUP**

July 1, 2008 – June 30, 2012

PREAMBLE

To encourage the continuous effective and harmonious working relationship between the School Board of the Keene School District of the City of Keene (the “Board”) and the Keene Educational Office Personnel Group (the “Group”), the Board and the Group make and enter into this agreement on this 11th day of March, 2008.

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ARTICLE I

RECOGNITION

- 1.1 For purposes of collective negotiations, the Board recognizes the Group as the exclusive representatives of the following employees of the Keene School District as certified by the New Hampshire Public Employee Labor Relations Board: all office personnel employed by the Keene School District to include: Executive Secretaries, Administrative Secretaries Is, Administrative Secretary IIs and excludes all other employees.
- 1.2 Unless otherwise indicated, the term “Employee”, when used hereinafter in this Agreement, shall refer to all office personnel represented by the Group in the negotiating unit as above defined, and reference to female employees shall include male employees.
- 1.3 Except as otherwise provided in this Agreement, or otherwise agreed to in writing between the parties, the determination of policy, the operation and management of the schools, and the control, supervision and direction of the staff are vested exclusively in the Board.

ARTICLE II

PURPOSE AND INTENT

- 2.1 The purpose of the Board and the Group in entering into this labor agreement is to set forth their agreement on rates of pay, wages, hours of work and other conditions of employment, so as to promote orderly and peaceful relations with the Board’s employees, to achieve uninterrupted operations, and to achieve the highest level of employee performance consistent with safety, good health and sustained effort and to maintain the highest level of service to the Board and the educational community of Keene.

ARTICLE III

MANAGEMENT RIGHTS

- 3.1 Except as otherwise specifically provided in the Agreement, or otherwise specifically agreed to in writing between the parties, the Group recognizes that there are functions, powers, authorities and responsibilities exclusively vested in the Board, among which are included, but not limited to, the right to introduce new or improved methods, machinery or personnel; to establish standards of work; to determine the extent to which the Keene School District shall operate and accomplish such work; the right to establish schedules of work; to assign work to employees; to establish safety and other rules governing the operations of the Keene School system and the conduct of their employees; the right to enforce such rules and to direct the working forces, as the Board may deem appropriate not in conflict with the terms of this Agreement.

ARTICLE IV

PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 4.1 On or about October first (1st) of the prior year in which this Agreement expires, and subject to compliance with Article IV, the Group may, in writing by certified mail, return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit, no later than October fifteenth (15th) at a meeting with the Board, its proposal. The parties shall, thereafter, meet, confer and negotiate in a good faith effort to reach a mutual understanding and agreement under the provisions of RSA 273-A, subsection XI.
- 4.2 The negotiating committee of the Board and negotiating committee of the Group shall have the authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Group covered by this Agreement.
- 4.3 Any agreement reached shall be reduced to writing and signed by the Board and Group. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the annual School District meeting. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement. The “good faith” effort required for a multi-year agreement includes a warrant article intended to “Sanbornizing” the Agreement. A collective bargaining agreement is “Sanbornized” when it is approved by the voters so that its terms are enforceable. “Sanbornizing” provides a mechanism for approval of a multi-year collective bargaining agreement through a separate warrant article rather than a line item in the general budget.
- 4.4 During negotiations, the committee of the Board and the committee of the Group will present relevant data, exchange points of view and make proposals and counterproposals. The Board agrees to provide the Group with all reasonable information and material not of a confidential nature.
- 4.5 A copy of any agreement reached hereunder will be filed with the New Hampshire Public Employees Labor Relations Board (NHPERLB) within fourteen (14) days of its execution.
- 4.6 The parties may, by mutual agreement, pass over mediation and go directly to fact-finding.
- 4.7 The cost of mediation and fact-finding will be shared equally by the parties.
- 4.8 The decision of the Board, after full compliance with the provisions of Article IV, shall be final.

ARTICLE V

GROUP RIGHTS

- 5.1 The Board agrees that the staff member shall have freedom of association, self-organization, and the designation of representatives of his/her own choosing to negotiate the terms and conditions of his/her employment and that he/she shall be free from interference, restraint or coercion by the Board or its agents in the designation of such representation or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. The Group and its representatives may use school buildings for Group business at all reasonable times provided that this shall not disrupt normal school operations.

ARTICLE VI

EVALUATION AND PERSONNEL FILES

- 6.1 The parties agree that a sound evaluation of employee performance and effectiveness is a valuable asset.
- 6.2 Each new employee to the Keene School system shall be made aware of the School District's then current evaluation plan at the time of employment, including criteria, goals and objectives of any such plan. The Group will have the right to contribute input and to meet and confer with respect to the development of any new evaluation plan while in its development stage. Such input should be submitted in writing to the Assistant Superintendent for Keene, and consideration will be given to any such input by the Board.
- 6.3 No derogatory material shall be placed in an employee's individual personnel file unless the employee has an opportunity to review the material. The employee will acknowledge that he/she had had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer.
- 6.4 An employee will have the right, upon request, to review the contents of his/her personnel file at reasonable times. The provision of the Section 6.4 shall not apply to material of a confidential nature acquired by the Board when initially employing any employee.
- 6.5 The annual evaluation submitted to the Human Resources Office shall contain any changes to the specific "job description/responsibilities" being carried out by the each member of the Group.
- 6.6 The parties recognize and agree that, subject to the provisions of Article VI, employee evaluation is an administrative function and the sole responsibility of the Board.
- 6.7 It is the responsibility of each supervisor to maintain equitable and properly evaluated positions within his/her department. Newly created positions or major changes in the function or responsibilities of an existing position should be reported by the Supervisor to the Director of Human Resources. He/she will initiate an evaluation study to establish a new position or reclassify an existing position. The process for the evaluation study shall be established by the Director of Human Resources in conjunction with the KEOPG. The Director of Human Resources, as a result of his/her study, will make a recommendation to the Keene Principals and Directors, who will vote on any and all reclassifications. Any reclassifications that receive a majority vote in the affirmative by a Group of Keene School District administrators who meet on a regular basis to address educational issues will be forwarded to the Keene Board of Education's Personnel Committee for its consideration. Any reclassifications that receive a majority vote in the affirmative by the Keene Board of Education's Personnel Committee, shall be forwarded to the Keene Board of Education for final approval subject to voter approval of the budget. All reclassifications will be at the sole discretion of the Board and shall not be subject to the grievance procedure. The Director of Human Resources will insure that the plan is kept current through periodic reviews and comparative studies of pertinent factors affecting levels of pay.

ARTICLE VII

GRIEVANCE PROCEDURE

- 7.1 A “grievance” is a claim based upon an event or condition which affects the terms and/or conditions of employment of an employee or group of employees based upon the interpretation, application, or violation of any of the provisions of this agreement. An “aggrieved employee” is the person or persons making the claim. All time limits specified in Article VII shall mean calendar days.
- 7.2 If the circumstances of the grievance indicate to the supervisor that the grievance is a claim that may be construed as Sexual Harassment the supervisor will proceed under the District’s Sexual Harassment Policy (GBAA). If after an investigation the incident is deemed Sexual Harassment the complaint will proceed under the Sexual Harassment Policy and not be eligible to move forward under this Grievance Procedure. Appeals of all findings made under the Sexual Harassment Policy shall follow the Sexual Harassment Policy, not the grievance procedure. If after an investigation the complaint is deemed not to be Sexual Harassment the complaint may proceed under this Grievance Procedure.
- 7.3 The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communication. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure.

Under the Keene School District grievance procedure, employees may submit grievances in the following manner:

- Step 1. The aggrieved employee shall present the grievance in writing to the employee’s immediate supervisor within fifteen (15) calendar days of the date of the occurrence of the matter being grieved. The employee’s supervisor shall attempt to satisfactorily adjust the matter and reply to the employee and Director of Human Resources in writing within fifteen (15) calendar days of the presentation of the grievance. The Director of Human Resources shall notify the President of KEOPG of the nature of the grievance within fifteen (15) calendar days of his/her receipt of the grievance.
- Step 2. In the event that the employee is not satisfied with the supervisor’s decision, he/she may within fifteen (15) calendar days from receipt of the supervisor’s decision in Step 1, present the grievance in writing to the Building Principal. The Principal will arrange to meet within fifteen (15) calendar days of receipt of the grievance with the employee (and any witness called by either party) and shall hold an information hearing to ascertain the facts surrounding the dispute. The Principal shall reply to the grievance in writing to the employee within fifteen (15) calendar days of the conclusion of the hearing.
- Step 3. In the event that the Building Principal’s decision is not satisfactory to the employee, the employee may, within fifteen (15) calendar days of receipt of the answer, present the grievance in writing to the Assistant Superintendent of Keene. The parties to the dispute shall meet with the Assistant Superintendent in an attempt to resolve the dispute based on the facts presented. The Assistant Superintendent shall render a decision to the employee within fifteen (15) calendar day after the hearing.

Step 4. In the event that the decision of the Assistant Superintendent of Schools is not satisfactory to the employee, the employee may, within fifteen (15) calendar days of receipt of the answer, present the grievance in writing with all supporting documentation to the Superintendent of Schools. The Superintendent shall arrange any meeting he/she feels necessary to determine all the facts relevant to the grievance and shall respond in writing within fifteen (15) calendar days of receipt of the grievance.

Step 5. In the event that the grievant is not satisfied with the Superintendent's decision, the grievant may, within fifteen (15) calendar days of receipt of the Superintendent's decision in Step 4, resubmit the grievance in writing to the Board of Education. The Board may review the proceedings as they have taken place at Steps 1 through 4 or may designate a member or committee of members to do so. The Board or Committee may choose to hold a hearing or limited hearing. In the alternative, the Board may summarily affirm the determination of the Superintendent. The Superintendent shall forward the Board's decision to the grievant in writing within forty-five (45) calendar days of the Superintendent's receipt of the resubmitted grievance. The Board's determination shall be final.

ARTICLE VIII

REDUCTION IN FORCE

- 8.1 The Group will abide by the Reduction In Force Policy for the District.
- 8.2 Board changes in this procedure will take place only after:
 - A. It notifies the Group of any proposed changes.
 - B. It meets with the Group on any concerns the Group has with respect to the changes.
 - C. It gives due consideration to such concerns.
- 8.3 After full compliance with Article VIII, the decision of the Board will be considered final.

ARTICLE IX

FRINGE BENEFITS

9.0 Health Insurance (full-time and regular employees)

The Board shall provide the following percent contribution for the single, two person, and family HMO plan as outlined:

2008-09	90%
2009-10	88%
2010-11	88%
2011-12	85%

The District will explore a lower cost health plan (with higher deductibles and co-pays and lower prescription benefits) to be offered in addition to the current HMO.

The Board agrees to establish a Section 125 Medical Flexible Spending Account and a Section 125 Dependent Care Flexible Spending Account at District expense for all full-time and regular employees.

Employees who provide documentation they are covered by medical insurance that is not provided by the district and who elect not to receive medical insurance by the District shall receive a payment of two thousand five hundred dollars (\$2,500) per year. This payment shall be pro-rated and provided to an employee in each bi-weekly paycheck, beginning with the first full paycheck of the school year or the first full paycheck after the documented alternate coverage commences and the district sponsored coverage ceases.

The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in Article IX including the right to self-insure; however, the Board shall not have the right to diminish any part of the benefits provided herein.

If a mutually agreeable opportunity is found for providing equal or better health care to Association members at an equal or lesser cost to the Board, a change in health care insurance options available to the Association members may be made during this contract. Should no mutually agreeable proposed change be found, health care insurance shall continue as outlined above. Provided, however, the Board reserves the right to change the carrier in accordance with Article IX above.

The Board agrees to deduct for health and dental premiums on a twenty-four (24) pay period basis for all full-time (two hundred and sixty (260) days per year) employees and a seventeen (17) pay period basis for all employees who work less than two hundred and sixty (260) days per year.

Extension of Health Insurance (full-time and regular employees)

Employees retiring from the District shall be given the opportunity to participate in the health plan adopted by the Group consistent with State and Federal statutes and the regulation of the District's insurers(s).

9.1 Life Insurance (full-time and regular employees)

The Board will provide insurance which includes twenty-four (24) hour coverage (twelve (12) months per year) with the death benefit reducing by 50% at age seventy (70). Plan provides for waiver of premium benefit in event of total and permanent disability prior to age seventy (70), and provides for a thirty (30) day conversion privilege for terminating employees. Each full-time and regular employee will receive coverage per fiscal year (July first (1st) – June thirtieth (30th)) as follows:

2008-10	\$55,000
2010-12	\$65,000

9.2 Loss of Time Compensation (full-time and regular employees)

Short Term

- A. Employees shall receive one (1) day sick leave per month cumulative to twelve (12) days per year, further cumulative to a maximum of one hundred (100) days. However, during the first year of employment, an employee's sick leave will not be considered exhausted until it has exceeded twelve (12) days. Should an employee leave the employ of the District prior to earning the twelve (12) days, the employee shall reimburse the District the difference between earned sick leave and the paid sick leave.
1. Employees who have any sick leave that was accumulated prior to July 1, 1968, are entitled to that sick leave to be counted as part of the one hundred (100) maximum accumulation.
 2. Sick leave is defined as work days as opposed to consecutive days.
 3. Under policies and agreement then in force, employees did not earn sick leave during the period of July 1, 1968 through June 30, 1975.
- B. Employees are entitled to sick leave at full pay until their accumulated sick leave is exhausted.

Disability

The Board agrees to provide short-term/long-term disability coverage for its full-time and regular KEOPG members according to the policy approved by the Keene School District from time to time. Provided, nevertheless, the level of benefits for employees shall not be reduced without the prior consent of the KEOPG Group. A complete description of the terms and details of coverage are available from the Human Resources Office.

The Board will continue to contribute toward health and dental insurance as indicated in this policy while an employee is out on long-term disability for a period of seven (7) years following the date of initial disability. At the end of this period, subject to the rules and regulations of the health and dental insurers, the employee will be eligible for an additional eighteen (18) months of coverage at his/her own expense. It is the responsibility of the Human Resources Office to notify the employee the year before he/she reaches his/her seventh (7th) year.

9.3 Paid Personal Leave (full-time and regular employees)

Personal days are for activities of such a personal nature that it is essential for an individual to be absent from professional duties. These activities might include, but are not limited to, home emergencies, legal issues, family issues and the like. If a supervisor is uncertain about granting a personal day, he/she shall confer with the Human Resources Director. Personal days will not be taken for pecuniary gain. Personal days are not to extend a vacation or a holiday although the Board recognizes that emergencies may occur before or after vacations or holidays. All personnel are obliged to notify their respective principal or immediate supervisor forty-eight (48) hours in advance, except in cases of emergency.

9.4 Bereavement Days (full-time and regular employees)

A maximum of three (3) paid days shall be granted in the event of the death of a member of the employee's or the employee's spouse's immediate family. The Superintendent may grant additional days.

9.5 Paid Holidays (full-time and regular employees)

Employees who normally work in their position the last regular business day before and first business day after a recognized holiday are entitled to be paid for that holiday. Employees on bona fide sick leave or annual leave before or after the holiday will also be paid, however, those on leave without pay do not qualify for holiday payments. Regular employees are eligible for holidays falling within the school year, provided they work the last school day before and first school day after the holiday.

The following should be recognized as paid holidays:

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

In addition, the parties agree that there will be five (5) floating holidays off with pay which will be scheduled annually by the Superintendent and published in advance. If a holiday falls on a Saturday or Sunday, it shall be observed on the day of general observance as determined by the Superintendent, except that if school is in session on such day, the compensatory time off will be scheduled by the Superintendent.

9.6 Vacation (full-time)

Paid vacation time will be provided each employee based upon time of continuous employment as follows:

First year of employment	at the rate of 1 day per month (12 days/year)
One or more years but less than 5 years	at the rate of 1.25 days/month (15 days/year)
5 or more years and less than 10 years	at the rate of 1.5 days/month (18 days/year)
10 or more years and less than 14 years	at the rate of 1.75 days/month (21 days/year)
14 or more years	at the rate of 2 days/month (24 days/year)

Employees may accumulate vacation days up to a maximum of forty (40) days. All requests for vacations must be approved in advance by the immediate supervisor. The Board agrees to provide the Building Principal with a monthly listing of employee leave balances.

9.7 Retirement System (full-time and regular employees)

Each employee will belong to the N.H. Retirement System (or its equivalent) and the Board and employee will make contributions to the appropriate retirement system as established by law. Upon termination of employment prior to actual retirement, the employee will receive a return of his/her contributions plus interest as established by the system unless a different election is made by the employee. (Note: Appropriate applications must be made by the employee through the Human Resources Office.) Employees approaching retirement are advised to contact the retirement office in Concord at the earliest date possible.

9.8 Social Security (all employees)

Employees belong to the Social Security System and appropriate employee and Board contributions will be made as dictated by law.

9.9 Workers' Compensation (all employees)

The Board will provide at its expense appropriate workers' compensation insurance as required by law. Employees are required to report accidents or any other circumstance that may be covered by workers' compensation. Reports should be made immediately, but, in any case, no later than twenty-four (24) hours following the occurrence.

9.10 Jury Duty

Employees called for and serving on jury duty shall receive the necessary leave to fulfill the legal obligation. This leave shall not be deducted from sick leave. The person shall be paid during such time an amount equal to the difference between his/her salary and the compensation received for such services.

9.11 Dental Insurance (full-time and regular employees)

The Board agrees to pay for each employee electing dental insurance a maximum contribution of:

	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
2008-09	\$474	\$850`	\$850
2009-10	\$486	\$890	\$890
2010-11	\$499	\$920	\$920
2011-12	\$512	\$960	\$960

toward the cost to provide Delta Dental Plan IV-C (no deductible; \$1,000 max). Eligible employees may select single, two-person or family coverage.

If a married couple is employed by the Keene School District, then the Board will pay up to the full amount of the cost to provide two (2) person or family coverage, whichever is appropriate, for any such couple, provided such cost does not exceed the benefit liability of the Board as set forth in this collective bargaining agreement plus that set forth in the collective bargaining agreement for the employee's spouse. Eligibility shall be in accordance with the rules of Northeast Delta Dental. The Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in Article IX, including the right to self-insure; however, the Board shall not have the right to diminish any of the benefits provided herein.

ARTICLE X

PROFESSIONAL DEVELOPMENT

- 10.0 The District agrees to eliminate the professional development fund of \$4,050 and allocate these monies to the group in the form of increased hourly wage. The pool of \$4,050 will be divided by the total number of annual hours worked by the group to determine the increase in hourly wages.

Each Building Principal shall provide access to professional development funds to pay for the cost of a KEOPG member's participation in any workshop, seminar, or similar education program which has been approved by the Principal/Supervisor and which is directly related to the employee's job within the Keene School District.

ARTICLE XI

TRANSFERS

11.1 Voluntary Transfers

Any member of the KEOPG may apply for a transfer out of his/her current position to another position for which the member is qualified. Application shall be made to the Human Resources Office within the dates posted. Salary shall be within the range appropriate to the level applied for.

11.2 Involuntary Transfers

Any member of the KEOPG who has been transferred down to a level different from his/her current level shall maintain his/her current level of salary provided it falls within the range posted for the new level for the remainder of the fiscal year. In subsequent years his/her salary will remain frozen until such time as his/her experience warrants movement within his/her new range. Any KEOPG member who has been involuntarily transferred may request a meeting with the Superintendent or his/her designee, with or without a representative, to discuss the transfer. The Director of Human Resources shall inform, in writing, the President of KEOPG of all involuntary and voluntary transfers.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- 12.1 If any of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 12.2 The Board and the Group agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Group members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, membership, and/or activity in the Group.
- 12.3 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Keene School District Board of Education, 34 West Street, Keene, New Hampshire 03431.
- 12.4 Whenever written notice to the Keene Educational Office Personnel Group is provided for in this Agreement, such notice shall be addressed to the President, Keene Educational Office Group, at his/her then current address. It shall be the responsibility of the Group to notify the Superintendent of Schools when there has been a change in Presidents, or whenever there is a change in the address of the President.
- 12.5 Notices, under ArticleXII, shall be certified mail.

ARTICLE XIII

FINAL RESOLUTION

- 13.1 This Agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered except by mutual agreement as evidenced in writing by the parties hereto.

ARTICLE XIV

DURATION

- 14.1 The provisions of this contract will become effective as of July 1, 2008, and shall continue in effect until June 30, 2012.

APPENDIX A

SALARY RANGES AND COMPENSATION PLAN

08-09

	<u>Admin Secretary II</u>	<u>Admin Secretary I</u>	<u>Executive Secretary</u>
0-14	\$14.81	\$15.40	\$15.99
15-19	\$15.40	\$16.28	\$16.52
20-24	\$16.02	\$17.22	\$17.67
25+	\$17.08	\$17.87	\$18.28

09-10

	<u>Admin Secretary II</u>	<u>Admin Secretary I</u>	<u>Executive Secretary</u>
0-15	\$15.25	\$15.86	\$16.47
16-20	\$15.86	\$16.77	\$17.01
21-25	\$16.49	\$17.74	\$18.20
26+	\$17.68	\$18.40	\$18.83

10-11

	<u>Admin Secretary II</u>	<u>Admin Secretary I</u>	<u>Executive Secretary</u>
0-16	\$15.60	\$16.22	\$16.84
17-21	\$16.22	\$17.15	\$17.40
22-26	\$16.85	\$18.14	\$18.61
27+	\$18.07	\$18.82	\$19.25

11-12

	<u>Admin Secretary II</u>	<u>Admin Secretary I</u>	<u>Executive Secretary</u>
0-17	\$16.22	\$16.87	\$17.51
18-22	\$16.87	\$17.84	\$18.09
23-27	\$17.54	\$18.87	\$19.35
28+	\$18.80	\$19.57	\$20.02

Secretaries who have completed twenty (20) years of service with SAU 29 and/or its member districts shall receive a longevity stipend equal to \$1000 the first year they are eligible; \$1500 the second year they are eligible; \$2000 the third and subsequent years they are eligible.

Salary increases are based on annual performance evaluations of average or better.

During the term of this Agreement, newly hired employees with experience will be placed by the Director of Human Resources at the same level as other employees then currently employed who have the same experience.

APPENDIX B

KEENE SCHOOL DISTRICT BEFORE-TAX PAYROLL DEDUCTION PLAN

The parties agree that, effective July 1, 1991, payroll deductions for health and dental insurance will be taken on a pre-tax basis.

The parties agree that any deductions made by the District from the compensation of the employee which result from District error and which exceed the amount actually authorized for deduction by the employee shall be refunded to the employee.