

AGREEMENT BETWEEN

MANCHESTER SCHOOL DISTRICT

AND

TEAMSTERS UNION LOCAL NO. 633 OF N.H.

Affiliated with the International Brotherhood of Teamsters

Expires June 30, 2010

(Directors and Coordinators)

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>ARTICLE</u>	<u>PAGE</u>
1.	Purpose	4
2.	Recognition	4
3.	Management Rights	4
4.	Contracting and Sub Contracting out	5
5.	Stability of Agreement	5
6.	No Strike or Lockouts	6
7.	Rules & Regulations	6
8.	Non-Discrimination	6
9.	Hours of Work	7
10.	Sick Leave Accrual & Payment	7
11.	Discipline	8
12.	Union Rights	9
13.	Grievance Procedure	9
14.	Salaries	12
15.	Temporary Duty in a Higher Classification	12
16.	Medical/Dental Insurance	12
17.	Holidays	13
18.	Bereavement Leave	14
19.	Jury Duty/Special Leave	14
20.	Education Incentive Reimbursement	15

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>ARTICLE</u>	<u>PAGE</u>
21.	Layoffs	16
22.	Dues Deduction	16
23.	Life Insurance	17
24.	Duration	17
Appendix A	Grievance Form	19
Appendix B	Salary Schedule	20

ARTICLE ONE

Purpose

The objectives of this Agreement are the promotion of harmonious and cooperative relations between the Manchester School District, the Union and members thereof; and the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer as defined in RSA 273-A. This statement of purpose shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE TWO

Recognition

2.1 The Manchester School District hereby recognizes Teamsters Local 633 of New Hampshire, hereinafter, the “Union”, as the exclusive representative of the bargaining unit for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment other than managerial policy within the exclusive prerogative of the public employer as specified in RSA 273-A:1, XI. Such managerial prerogatives shall not be subject to the grievance and arbitration provisions of this Agreement.

2.2 The bargaining unit is defined as follows:

All regular full-time employees of the Manchester School District in the classifications of Assistant Director of Student Services, Athletic Director, Attendance Coordinator, Community Relations Coordinator, Court Liaison, DHH Program Coordinator, Director of Alternative Education, Director of Federal Programs, Director of GMPDC, Director of School Food and Nutrition, District Grant Writer, Facilitator Project Lead the Way, Fine Arts Director, IT Help Desk Coordinator, Medicaid Coordinator, Senior Accountant, SPED Coordinator, and Transportation Coordinator.

All other employees are excluded from the bargaining unit.

ARTICLE THREE

Management's Rights

The Board of School Committee of the Manchester School District, the Superintendent, the Assistant Superintendents, and his/her designee(s) shall continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including but not limited to the following:

The Board of School Committee and/or the Superintendent, the Assistant Superintendents and their designee(s) shall determine the levels and standards of service to be offered by the Manchester School District, determine the standards of selection for employment and promotion, direct the bargaining unit members, take disciplinary action, relieve bargaining unit members from duty because of lack of work, budgetary constraints or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the means, methods and personnel by which the School District's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities.

All of the rights, responsibilities and prerogatives that are inherent in the Board of School Committee, the Superintendent, the Assistant Superintendents and their designee(s) by virtue of statutory and charter provisions cannot be subject to any grievance or arbitration proceeding.

ARTICLE FOUR

Contracting and Subcontracting Out

4.1 The right of any public agency or private individual(s) or business(es), other than the Manchester School District, to contract for work of the nature ordinarily performed by the Manchester School District, shall not be affected by this Agreement.

4.2 The Manchester School District recognizes the concern of the Union in regard to contracting or subcontracting work which results in a reduction of the work force.

4.3 If the Board of School Committee, and/or the Superintendent changes the method of operations which involves contracting out work which is now being performed by bargaining unit employees, the Board of School Committee and/or the Superintendent will give notice to the Union of its intention. In those cases where bargaining unit members are not absorbed into other School District positions, the Board of School Committee and/or Superintendent will provide as much advance notice of impending lay-off as is reasonably possible.

ARTICLE FIVE

Stability of Agreement

5.1 This Agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing, duly executed by both parties.

5.2 Should any article, section or portion thereof of this Agreement be determined to be invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof specified in the decision; provided,

however, that all other provisions of this Agreement and the application thereof shall remain in full force and effect.

ARTICLE SIX
No Strike or Lockouts

6.1 No bargaining unit member shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out, work slowdown, work to rule, or withholding of services from the Manchester School District.

6.2 The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, sick-in, sick-out, work slowdown, work to rule, or withholding of services from the Manchester School District. In the event of any such activity, the Manchester School District shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased.

6.3 Should any bargaining unit member(s) engage in any activity prohibited in Section 6.1, above, the Union shall forthwith disavow any such activity in writing and shall take all reasonable means to induce such bargaining unit member(s) to terminate such activity forthwith, including but not limited to any and all disciplinary measures which may be taken pursuant to the Union's Constitution and By-laws, or similar governing document.

6.4 In the event of any activity prohibited under Section 6.1, above, bargaining unit members participating in the same shall be subject to disciplinary action, including immediate termination.

6.5 The Manchester School District will not engage in any lockout.

ARTICLE SEVEN
Rules and Regulations

The rules and regulations of the Manchester School District which are now in effect or which may be promulgated or amended by the Board of School Committee or the Superintendent shall be the prime governing factor in the conduct and actions of all bargaining unit members and every such member shall be thoroughly conversant with them.

ARTICLE EIGHT
Non-Discrimination

The Board of School Committee, the Superintendent, the Assistant Superintendents, and their designee(s) and the Union agree that there will be no discrimination against bargaining unit members on account of membership or non-membership in the Union.

The Union officers and members agree not to bar bargaining unit members from joining or remaining in the Union, except for non-payment of dues.

ARTICLE NINE
Hours of Work

9.1 Bargaining unit members shall be assigned to work five (5) days per week, forty (40) hours per week. Determination of the work schedules shall be made by the Superintendent or his/her designee.

ARTICLE TEN
Sick Leave Accrual and Payment

10.1 Effective July 1, 2007 or the date of ratification, whichever comes later, all bargaining unit members shall be entitled to paid sick leave which shall accrue at the rate of one and one-quarter (1 ¼) work days for each completed month of service. Accrual shall include the six (6) month probationary period, but employees will not be allowed to use sick leave until they have satisfactorily completed the probationary period. Unused sick leave may be accumulated up to a maximum of one hundred twenty (120) work days.

Employees hired after the ratification date of the Agreement shall be entitled to paid sick leave which shall accrue at the rate of one half (1/2) work day for each completed month of service. Accrual shall include the six (6) month probationary period, but employees will not be allowed to use sick leave until they have satisfactorily completed the probationary period. Unused sick leave may be accumulated up to a maximum of sixty (60) work days.

10.2 Bargaining unit members eligible for sick leave with pay may use such sick leave for absence due to their illness or injury; or for the bargaining unit member's exposure to contagious disease.

Bargaining unit members shall be required to substantiate sick leave in excess of three (3) days with a letter from a qualified physician or any other excuse acceptable to the Superintendent or his/her designee(s). In the case of chronic absenteeism or if the Superintendent or his/her designee(s) has reason to believe that a bargaining unit member is abusing his/her sick leave, he/she shall give the bargaining unit member a written warning. If the suspected abuse continues, the Superintendent or his/her designee(s) may request a doctor's certificate for each period of illness.

If, after a written warning has been issued, there is a substantial improvement in the bargaining unit member's sick leave record for twelve (12) months, the written warning shall be removed from the bargaining unit member's record.

10.3 When a bargaining unit member terminates his/her employment with the Manchester School District, all sick leave credits shall be canceled, except in cases of

paid retirement with twenty (20) years of service in the Manchester School District. In such cases, accrued sick leave shall be payable to the bargaining unit member or his/her designated beneficiary; provided however, that payment shall not exceed eighty (80) days. Effective July 1, 2009, the payment shall not exceed ninety (90) days.

Employees hired after July 1, 2009 shall be entitled to payment for accrued sick leave, under the conditions specified above; provided however, that payment shall not exceed sixty (60) days.

10.4 Bargaining unit members must use all of their accrued sick leave and all other accrued paid leave before they will be allowed to use unpaid leave for personal illness or injury or exposure to contagious disease.

10.5 Absence Without Leave

Any bargaining unit member who is absent from duty shall report the reason therefor to his/her supervisor prior to the date of absence unless there are extenuating circumstances. All unauthorized and unreported absence shall be considered absence without leave and deduction of pay shall be made for the period of absence. Such absence may be grounds for disciplinary action.

10.6 Long Term Disability Income Plan

The Board shall provide a long term disability income plan for each bargaining unit member who enrolls in said plan. The schedule of benefits of such plan are set forth in Appendix C. The Board may, in its sole discretion, obtain such benefits from a source of its choice, provided that the schedule of benefits is equivalent to that schedule of benefits set forth in Appendix C.

ARTICLE ELEVEN

Discipline

11.1 All bargaining unit members shall be required to attend any investigatory interviews scheduled by the Superintendent or his/her designee. If a bargaining unit member has a reasonable fear that discipline may result from the investigatory interview, he/she shall be entitled to union representation if he/she makes such a request. If a union representative is present at the investigatory interview he/she may not interfere with the investigatory interview. The investigatory interview shall not be unreasonably delayed because of the unavailability of a specific union representative.

11.2 No bargaining unit member shall be disciplined without just cause. Disciplinary decisions may be grieved under Article 13 of the Agreement; provided however, an arbitrator may not substitute his/her judgment for that of the Superintendent or his/her designee in the exercise of rights granted or retained by this agreement.

ARTICLE TWELVE

Union Rights

12.1 With the exception of processing grievance matters and negotiating contracts the Union will not be allowed to transact any business on School District time. The Union steward shall be allowed reasonable amounts of time for the handling of grievances. The School District shall have no obligation to pay the steward for time spent in grievance matters when he or she is not scheduled for work.

ARTICLE THIRTEEN

Grievance Procedure

1. Definitions

A “grievance” is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. Only claims based upon the interpretation, meaning or application of any of the provisions of this Agreement shall constitute grievances under this Agreement.

The term “days” when used in this Article shall mean Monday through Friday excluding holidays or other days when the Manchester School District is closed.

2. Purpose

The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may, from time to time, arise affecting the welfare or working conditions of any bargaining unit member having a grievance. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure, which shall be handled as provided in this Article.

Nothing herein contained will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate supervisor and to have the grievance adjusted without the intervention of the Union, provided that such adjustment is not inconsistent with the terms of the Agreement. The Union shall have the right to communicate its concerns to the appropriate administrator, relative to any interested party; however, this right shall not extend to being present at any meeting, unless the grievant wants the Union to be there. Any adjustment reached without the presence of a designated representative of the Union shall not be precedential in any way.

3. Procedures

Since it is anticipated that nearly all grievances can be resolved informally at level one, it is important that the complaint be processed as rapidly as possible. The timelines contained herein should be considered maximum. The time limits may be extended by mutual agreement, in writing.

Bargaining unit members shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until their grievance(s) is resolved.

A. Level One-Discussion

If the grievance is not brought to the attention of a bargaining unit member's Supervisor within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be considered waived. An aggrieved person shall give a written notice to the Supervisor and a brief explanation of the alleged grievance. Such aggrieved person will informally discuss the complaint with his/her Supervisor either directly or through the Union representative with the object of seeking resolution. The supervisor shall hold a discussion with the grievant and his/her Union representative, if the representative is requested by the grievant. The Supervisor shall give an answer within five (5) days from the date that the grievance is informally received.

B. Level Two-Formal Grievance

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after the informal meeting at Level One, the grievant may file the grievance, in writing, with the Superintendent or his/her designee. The grievance and its specifics shall be submitted on the form contained in Appendix A of this Agreement.

Within (10) days of the receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve it. The Superintendent or his/her designee shall render his/her decision within five (5) days after the meeting.

C. Level Three-Pre-Arbitration

If the grievant is not satisfied with the disposition of the grievance at Level Two or no decision has been rendered within the time frames specified in Level Two, the grievant may refer the matter, in writing, within five (5) days after the decision at Level Two, or twenty-five (25) days after the complaint was referred to Level Two to the Superintendent or his/her designee who shall schedule a pre-arbitration meeting within fifteen (15) days after receiving the request.

A representative of the Union, the grievant and two (2) representatives of the School District will attend the pre-arbitration meeting. The purpose of this meeting is to determine if the grievance can be resolved without arbitration. If no satisfactory resolution is reached as a result of the meeting, the Union may submit a written demand for arbitration, with a copy to the Superintendent, to the N.H. Public Employee Labor Relations Board within ten (10) days after the pre-arbitration meeting.

D. Level Four-Arbitration

The Arbitrator shall schedule the arbitration hearing at a time and place mutually agreeable to the parties. The Arbitrator shall have no authority to hold a hearing on more

than one grievance at any hearing unless the parties mutually agree to the submission of multiple grievances to one arbitrator.

The Arbitrator shall not have the power to alter, add to, or subtract from the terms of the Agreement. The Arbitrator shall have no authority to render a decision which requires the payment for retroactive wages or adjustments which extend prior to the date when an aggrieved employee knew or should have known of the act or condition upon which the grievance was based, as specified in Section 3A of this Article.

The decision of the arbitrator shall be final and binding.

The cost for the services of the Arbitrator, including reasonable expenses, shall be borne equally by the parties in cases of suspension and termination, only. In all other cases, the expenses of the arbitrator shall be borne by the losing party. It shall be incumbent upon the arbitrator to designate the losing party. The parties agree that the party who requests a postponement of any arbitration hearing shall be obligated to pay any related postponement costs or fees.

E. Miscellaneous

1. Failure at any level of the grievance procedure of “management” to render a decision within the specified time limits shall permit the grievance to proceed to the next level.
2. Failure of the grievant and/or the Union to abide by the time limits set forth in this article shall result in the grievance being dismissed without further action being taken with respect to such grievance.
3. No reprisals of any kind will be taken by “management” or the Union against any party of interest, any Union representative or any other participant in the grievance procedure by reason of such participation.
4. The Superintendent or his/her designee may initiate a grievance against any bargaining unit member or the Union under the terms of this Article by specifying to the Union, in writing, the specific name (s), date(s), alleged violation(s) or misapplication(s) and the provision(s) of this Agreement involved. Such a grievance shall be commenced at Level Three.

If such a grievance is not filed within forty-five days of the date(s) of the alleged violation(s) or misapplication(s), then the grievance shall be considered waived.

5. The School District agrees to allow a Union grievance representative and an aggrieved employee(s) reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances only, provided such time away from work does not interfere with the work of the area(s) involved. Such time will not be withheld unreasonably. The Union grievance representative will obtain prior permission to absent

him/herself from work before leaving a work site and shall obtain prior permission of the appropriate supervisor involved before interrupting the work of an aggrieved employee(s). Employees shall not be entitled to vehicle reimbursement if they travel for grievance purposes.

ARTICLE FOURTEEN

Salaries

14.1 Effective July 1, 2007, and continuing until the date of ratification, the Salary Schedule for bargaining unit members will not change (0%).

NOTE: The bargaining unit members' work weeks are specified in Article 9.

14.2 Effective on the date of ratification, the bargaining unit members shall be paid in accordance with the negotiated salary schedule. (See Salary Schedule attached hereto as Appendix B.)

14.3 Effective January 1, 2008, the Salary Schedule shall be increased by one (1) percent (1.0%).

14.4 Effective October 1, 2008, the Salary Schedule shall be increased by two (2) percent (2.0%).

14.5 Effective July 1, 2009, the Salary Schedule shall be increased by two and one-half percent (2.5%).

ARTICLE FIFTEEN

Temporary Duty in a Higher Classification

15.1 In any case when a bargaining unit member is qualified for and is temporarily required to serve regularly in and accept the responsibility for work in a higher classification, such bargaining unit member shall receive the salary of that classification while so assigned, subject to the approval of the Human Resources Director. Such temporary assignment to a higher classification, to qualify for the higher rate of pay, shall be regular and continuous in character for at least one work week.

15.2 A bargaining unit member may be temporarily assigned to the work of any position of the same or lower classification without a change in pay.

ARTICLE SIXTEEN

Medical/Dental Insurance

16.1 Effective as soon as practicable after the date of ratification bargaining unit members will have the option to enroll in Blue Cross/Blue Shield "Blue Choice" in which case the District will pay eighty-seven and one-half percent (87.5%) of the single, two-

person or family premium or in Matthew Thornton Blue Plan in which case the District will pay ninety-five percent (95.0%) of said premiums.

The District may place newly hired employees who are eligible for health insurance into the Matthew Thornton Blue Plan until the next open enrollment period following the employee's one-year anniversary at which time those employees may elect to change to Blue Choice.

16.2 Blue Choice employee co-pays shall be as follows:

- Option I (PCP) office visit co-pay - \$15.00
- Option II (direct referral to specialist) office visit - \$30.00
- Emergency room visit - \$75.00
- Generic prescriptions (one month supply) - \$10.00
- Other prescriptions (one month supply) - \$15.00
- Mail order prescriptions (three month supply) - \$1.00

16.3 It is agreed by all parties concerned that the District reserves and shall have the right to change health/dental insurance carriers provided that there is no significant decrease in overall benefits.

16.4 Effective as soon as practicable after the date of ratification, bargaining unit members will have the option to enroll in Delta Dental's Plan including coverage A, B & C with a total yearly maximum of \$1,500.00 in which case the District will pay eighty-five percent (85.0%) of the single, two-person or family premium.

16.5 Effective July 1, 2007 or the date of ratification, whichever comes later, all bargaining unit members who enroll shall be required to pay the employee share of the health and dental insurance premiums as specified in this Agreement.

ARTICLE SEVENTEEN

Holidays

17.1 Permanent full-time employees shall receive their regular compensation for the following named holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

17.2 If a holiday falls on a Sunday and is celebrated on the following Monday or if a holiday falls on a Saturday and is celebrated on the previous Friday, all eligible employees will be paid for that day.

17.3 Any employee shall forfeit his/her right to payment of any holiday if he/she has any unexcused absence on the last day preceding such holiday (or the alternative day under section 2, above) or the next regular work day following such holiday (or such alternative day).

17.4 Eligible employees who are required to work on a holiday (or the alternative day under section 2, above) shall be allowed to take another day off during the same work week or shall be allowed a floating holiday, all subject to the operational needs of the School District.

ARTICLE EIGHTEEN

Bereavement Leave

18.1 Bereavement leave of five (5) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted to bargaining unit members in the event of the death of their spouse, father, mother, sister, brother, child, father-in-law, mother-in-law, daughter-in-law, son-in-law or a blood relative or ward residing in the same household.

18.2 Under extenuating circumstances, two (2) additional days with pay may be granted under section 1, with the written approval of the Superintendent or his/her designee; such days to be charged to the bargaining unit member's accrued sick leave.

18.3 At the request of the bargaining unit member, a special leave of one (1) working day with pay, for the purpose of attending the funeral shall be granted the bargaining unit member in the event of the death of his/her grandmother, grandfather, grandchild, sister-in-law, brother-in-law, aunt, or uncle.

18.4 Under no circumstances shall bereavement leave be paid on an overtime basis.

ARTICLE NINETEEN

Jury Duty/Special Leave

19.1 Any bargaining unit member who is called for jury duty shall notify the Superintendent or his/her designee within five (5) workdays after being summoned to appear for jury duty. Notification to the Superintendent or his/her designee must be made in advance of the jury duty assignment with supporting documentation. Upon proper notification, the employee called will be paid the difference between the fee received for jury duty and the amount of straight time earnings lost by reason of the jury duty. Satisfactory evidence of actual jury duty must be submitted to the Superintendent or his/her designee.

Bargaining unit members who are excused from jury duty for a day or days shall be responsible to report to their assignment. Employees, serving as jurors in the courts of Rockingham, Merrimack or Hillsborough Counties shall, if there are more than two (2) hours remaining in the normal work day, be responsible to report to their work site as soon as possible after being released. Failure to report will disqualify the employee from the District's Jury Duty Leave payment. In this case, the employee will retain the daily stipend paid by the Court in which the employee serves as a juror.

19.2 LEAVES OF ABSENCE

The Board of School Committee may authorize special leaves of absence with or without pay for any period or periods not exceed one calendar year for the following purposes: Attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the School District, urgent personal business requiring the employee's attention for an extended period, such as settling estates, liquidation of business, attending court as a witness, and for purposes other than the above that are deemed beneficial to the District service.

19.3 MILITARY LEAVE

Military leave shall be governed by applicable State and Federal law.

19.4 MATERNITY LEAVE

Maternity leave shall be governed by applicable law.

ARTICLE TWENTY

Education Incentive Reimbursement

20.1 Effective July 1, 2007 or the date of ratification, whichever comes later, the following education incentive reimbursement provisions will apply to bargaining unit members.

20.2 The District agrees to provide reimbursement to bargaining unit members who complete approved workshops or courses for college credits relating to their current responsibilities or as part of an approved career development program based upon the following standards: Payment of seventy-five percent (75%) of the cost of such courses but not to exceed \$1,250.00 per employee per fiscal year, provided that the total annual expenditure (July 1 through June 30) by the Board for all bargaining unit members shall not exceed Five Thousand Dollars (\$5,000.00) in FY 08, \$6,000.00 in FY 09, and \$7,000.00 in FY 10.

20.3 All courses must be approved in advance by the Superintendent or his/her designee, as meeting the requirement that the course is related to the bargaining unit members job or is part of a career development program. Approval must be obtained through the Human Resources Department for payment of the course, under its procedures.

20.4 Approval for courses will be considered on the basis of relevancy of the course, the number of bargaining unit members applying and the funds available.

ARTICLE TWENTY- ONE

Layoffs

21.1 The Manchester School District reserves the right to make layoff decisions in its sole discretion. Layoff decisions shall not be grievable.

21.2 In the event of a layoff, the Manchester School District shall give written notice to the employee(s) affected at least one (1) month prior to the effective date of the layoff.

In layoffs associated with the contracting or subcontracting of work, the District will provide as much advance notice of the impending layoff as is reasonably possible.

ARTICLE TWENTY-TWO

Dues Deduction

22.1 Effective on July 1, 2007 or the date of ratification, whichever comes later, the District agrees to authorize the deduction of Union dues from each bargaining unit member who has signed an authorization card and to remit same to Teamsters Local No. 633 of New Hampshire on a monthly basis.

22.2 If any bargaining unit member has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made. In no event will the District be required to deduct fines or assessments beyond the regular monthly dues.

22.3 The Manchester School District and all of their employees and agents shall be held harmless in any dispute whatsoever arising between the Union and the bargaining unit member(s) regarding the payment of Union dues.

22.4 The District will notify Teamsters Local 633 of New Hampshire in writing within ten (10) working days of the cancellation of Union dues deductions by a bargaining unit member who had previously signed an authorization card.

22.5 The District agrees to a D.R.I.V.E. check-off for bargaining unit members. Upon written authorization by the employee, the District shall deduct the amount specified by the employee on a bi-weekly basis and remit same on a bi-weekly basis to the Granite State Teamsters' D.R.I.V.E. account. The employee shall provide written authorization in the form required by law.

ARTICLE TWENTY-THREE

Life Insurance

23.1 Effective July 1, 2007 or the date of ratification, whichever comes later, the District will provide for a Life Insurance fund to provide for the payment of a death benefit in the amount of the bargaining unit member's annual salary or \$50,000.00, whichever is the lesser amount, to the named beneficiary or estate of any member of the bargaining unit who dies from any cause while employed by the District.

23.2 The District reserves the right to contract with a qualified insurance carrier of its choosing to provide the benefits specified above.

ARTICLE TWENTY-FOUR

Miscellaneous

A. Personal Days

Three (3) days of personal leave will be available to bargaining unit members. No reason is required; however, written notice must be given to the Superintendent a reasonable time in advance except in an emergency when verbal notice is adequate. When verbal notice is given, it will be followed by a written notice to the Superintendent. The Superintendent's approval is only required in order to maintain sufficient administrative coverage.

B. Retirement Supplement

Any bargaining unit member who retires under the New Hampshire Retirement System and receives benefits from the same, at the time of separation, and who has 20 continuous years of service in the Manchester School District, will receive the following retirement payment supplement.

A payment of seven thousand dollars (\$7,000.00), by July 30 of the calendar year, provided they give notice of their intent to retire by the preceding January 1, i.e. January 1, 2008 for retirement payment in July 2008. The notice does not have to be given in the case of a disability retirement.

ARTICLE TWENTY-FIVE

Duration

Upon ratification by the respective parties, this Agreement shall be in effect, with effective dates for specific provisions as stated in the various Articles, from July 1, 2007 to June 30, 2010 at which time it will automatically expire.

Pursuant to RSA 273-A:3, II (a), if either party desires to bargain a successor agreement, it must give written notice to the other party no later than December 1, 2009 or the anniversary date thereof, such date being one hundred twenty (120) days prior to the budget submission date.

For Teamsters Local No. 633 of N.H.

For the Manchester School District

Date: _____

Date: _____

APPENDIX A

Grievance Form

GRIEVANT _____ CLASSIFICATION _____

WORK LOCATION _____ SUPERVISOR _____ TITLE _____

STATEMENT OF GRIEVANCE:

STATE ALLEGED VIOLATION; DATE, TIME, PLACE, PERSONNEL INVOLVED,
CONTRACT ARTICLES/SECTIONS VIOLATED _____

STATE REMEDY REQUESTED _____

GRIEVANT'S SIGNATURE _____ DATE _____

I AUTHORIZE TEAMSTERS LOCAL NO. 633 OF N.H. TO ACT AS MY REPRESENTATIVE IN
THE DISPOSITION OF THIS GRIEVANCE.

DATE _____ GRIEVANT'S SIGNATURE _____

DATE PRESENTED TO MANAGEMENT REPRESENTATIVE _____

MANAGEMENT REPRESENTATIVE'S SIGNATURE _____

DISPOSITION OF GRIEVANCE: _____

CC: _____