

***AGREEMENT***

***BETWEEN THE***

***OYSTER RIVER COOPERATIVE SCHOOL BOARD***



***AND THE***

**Oyster River Paraeducators and Support Staff, AFT#6213,  
AFT-NH, AFL-CIO**



***July 1, 2022– June 30, 2026***

Ratified by ORPaSS: December 22, 2021  
Ratified by Oyster River School Board: January 5, 2022  
Approved by Voters: March 8, 2022

## Table of Contents

<b>Article</b>	<b>Description</b>	<b>Page</b>
I.	Recognition	2
II.	Negotiation Procedure	2 - 3
III.	Grievance Procedure	3 - 5
IV.	Management Rights	5
V.	Employee Rights	6
VI.	Union Rights	6 - 7
VII.	Work Schedule	7 - 8
VIII.	Evaluation	8
IX.	Employment Status	9
X.	Vacancies, Transfers, and Promotions	9
XI.	Seniority	9 - 10
XII.	Compensation	10 - 11
XIII.	Economic Benefits	11 - 15
XIV.	Reduction in Force	16
XV.	Miscellaneous	16
XVI.	Duration and Renewal	17
	Appendix A	18

**Oyster River Cooperative School Board  
and the  
Oyster River Paraeducators and Support Staff,  
AFT Local #6213, AFT-NH, AFL-CIO**

Agreement made by and between the School Board of the Oyster River Cooperative School District (hereinafter called the "Board") and the Oyster River Paraeducators and Support Staff, AFT, Local #6213, AFT-NH, AFL-CIO (hereinafter called the "Union").

**I. RECOGNITION**

A. Unit

1. The Board hereby recognizes the Union as the exclusive and sole representative for all paraeducators [including regular education aides, special education aides (program and child specific)], library aides, copy room aides, school nutrition workers, clerical aides and clerical/nurse's aides for the purpose of negotiating with the Board with respect to terms and conditions of employment as defined by NH RSA 273-A.  
Excluded from the bargaining unit without limitation are the Title I and ESOL tutors and food service supervisors.

The parties agree to file a Modification Petition with the NH PELRB to reflect the updated job titles.

2. The Union, with respect to negotiations, agrees to represent equally all bargaining unit members without regard to membership in the Union.

B. Definition of Employee

Unless otherwise indicated, the term "employee," when used in this agreement, shall mean any member of the bargaining unit.

**II. NEGOTIATION PROCEDURE**

- A. No later than the date established by law prior to the expiration of the agreement, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good-faith effort to reach agreement on the terms and conditions of employment. Any agreement reached shall be reduced to writing and signed by the Board chairperson and Union president. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters. The Board shall make a good-faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and Union shall resume negotiations regarding the matters affected thereby, in accordance with the provisions of this agreement.
- B. The Board shall make available to the Union information that the Board is required by law to make available to the general public or is necessary to prepare proposals for negotiations. Either party may utilize the services of outside consultants to advise or represent them in the negotiations process.

## C. Impasse

### 1. Mediation

If by the date established by law the parties fail to reach agreement on any matter or matters which are the subjects of negotiations, either party may declare an impasse. In the event of an impasse, the issues remaining in dispute will be submitted to a mediator appointed by the New Hampshire Public Employee Relations Board. The mediator shall meet with the parties or their representative, or both, either jointly or separately, for the purpose of achieving a mutually acceptable agreement.

### 2. Fact Finding

If the mediator declares an impasse or mediation does not result in an agreement, issues remaining in dispute shall be submitted to a fact finder appointed by the New Hampshire Public Employee Labor Relations Board. The fact finder shall make findings of fact and recommend terms of settlement regarding disputed matters submitted to him/her. Any hearings held by the fact finder will be held in closed session. Within thirty-one (31) days of being appointed, the fact finder will submit a written report of findings and recommendations. Such recommendations shall be advisory only. If no agreement is reached within ten (10) days after receipt of the fact finder's report, the Union or the Board may make such findings and recommendations public.

### 3. Third Party Costs

The costs for the service of any neutral party including per diem expenses and actual and necessary travel and subsistence expenses will be shared equally by the Board and the Union.

## III. GRIEVANCE PROCEDURE

### A. Definition

1. A "grievance" shall mean a complaint by an employee or employees alleging a violation, misinterpretation, or misapplication of a specific article or section of this agreement.
2. An "aggrieved person" is the person or persons making the complaint.
3. "Days," unless otherwise specified, shall mean working days.

### B. Initiating and Processing a Grievance

1. A grievance, to be considered under this procedure, must be initiated by the employee within fifteen (15) calendar days from the time when the aggrieved knew or should have known of its occurrence.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. Level One - Principal or Immediate Supervisor

- a. An employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) days, he/she shall set forth the grievance in writing to the principal or immediate supervisor, specifying; 1) the nature of the grievance and date of occurrence, 2) the nature and extent of injury, loss, or inconvenience, 3) the results of previous discussions, and 4) his/her dissatisfaction with decisions previously rendered.

The principal or immediate supervisor shall communicate his/her decision to the employee, in writing, within five (5) days of the receipt of the written grievance.

4. Level Two - Superintendent or Superintendent's Designee

The employee, no later than five (5) days after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent or designee. This appeal must be in writing and must include copies of all written materials exchanged in step one and a statement of dissatisfaction with the decision rendered. The Superintendent or designee shall meet with the employee to attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) days. The Superintendent or designee shall communicate his/her decision in writing to the employee and principal or immediate supervisor within five (5) days.

5. Level Three - School Board

If the grievance is not resolved to the employee's satisfaction at level two, he/she, no later than five (5) days after receipt of the level two decision, may request a review by the School Board. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the School Board. The School Board or a committee thereof, shall review the grievance and shall, at the option of the Board, or upon request of the grievant, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of the receipt of the grievance by the School Board, or of the hearing with the employee, whichever comes later. The hearing will be held in nonpublic session consistent with NH RSA 91-A (Right-to-Know Law).

6. Level Four - Arbitration

If the employee is dissatisfied with the Board's decision, he/she may notify the Union within ten (10) days of the Board's decision. If the Union determines the matter should be arbitrated, it shall, in writing, so advise the Board through the Superintendent within fifteen (15) days of receipt of the Board's decision.

The parties will then initiate a request for binding arbitration to the New Hampshire Public Employee Labor Relations Board. The request for arbitration is a waiver of the right of the grievant to submit the underlying dispute to any other administrative or judicial tribunal for resolution. Either party may appeal the arbitrator's award to the Superior Court in accordance with the provisions of RSA 542.

### C. Representation

1. An individual employee may present an oral grievance to his/her immediate supervisor without the intervention of the Union. Until the grievance is reduced to writing, Union representatives shall be excluded from a hearing if the employee so requests.
2. The Board and/or Union will not restrain, coerce, or otherwise interfere with an employee relative to the initiation or processing of a grievance.
3. Representatives of the Union have the right to be present at all formal levels of the grievance procedure.

### D. Costs

Each party shall bear its own costs. The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expenses, will be shared equally by the Board and Union.

### E. Class Action Grievances

The Superintendent or designee will be considered the immediate supervisor at level one for a grievance which involves a number of employees not restricted to a common building principal or other immediate supervisor. An appeal beyond that level will omit level two.

## IV. MANAGEMENT RIGHTS

The Union recognizes the following responsibilities, rights, authority, and duties of the Board, except as they are modified by provisions of this Agreement. The Board hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire:

1. To the executive management and administrative control of the School System and its properties and facilities;
2. To hire, promote, transfer, assign and retain employees in positions with the School System and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational social events for the students, all as deemed necessary or advisable by the Board;
4. To decide upon the basic means and methods of instruction and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative, instructional and non-instructional activities, and the terms and conditions of employment.

In the event any school in the School District is required under Title I of the NCLBA of 2001 to develop an improvement plan, the parties agree that the Board, notwithstanding any other provision in this agreement, may assign employees to and from that school and make reasonable modifications to the duties and/or hours of employees assigned to the school.

## **V. EMPLOYEE RIGHTS**

- A. The Board agrees that it will not interfere with the right of an employee to become a member of the Union and agrees that there shall be no discrimination, restraint, coercion, or other interference against any employee because of membership in the Union.
- B. The Union agrees that it will not interfere with the rights of an employee not to become a member of the Union.
- C. The provisions of this agreement shall be applied to all employees without discrimination with respect to race, color, religion, sex, age, marital status, national origin, or sexual orientation.
- D. An employee shall not be disciplined without just cause. An employee shall be entitled to request that a representative of the Union be present to advise/represent him/her during a conference relating to discipline including but not limited to suspension or dismissal. When an employee has a representative of the Union present, the supervisor may have another administrator present.
- E. An employee shall have the right, upon request, to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Union accompany him/her during such review. Other examination of an employee's files shall be limited to persons authorized by the Superintendent. No material shall be placed in an employee's personnel file unless the employee shall have the right to make written response or notation to any material in his/her personnel file. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the employee.

## **VI. UNION RIGHTS**

- A. The Union shall have access to all information which the Board is required by law to make available to the public or such other information that is necessary to represent employees pursuant to this Agreement. Reproduction and mailing costs shall be borne by the Union.
- B. Union Representatives
  - 1. A reasonable number of employees who act as representatives of the bargaining unit shall be given a reasonable opportunity to meet with the employer or his/her representatives during working hours without loss of compensation or benefits for the purpose of negotiating sessions with the Board or grievance hearings. Negotiating sessions and grievance hearings shall be scheduled by mutual agreement and neither party shall insist that all such meetings occur during either working or non-working time. No off-duty employee shall be compensated for attending negotiating sessions or grievance hearings.
  - 2. Representatives of the Union may transact official Union business on school property, provided that this does not interfere with normal school operations.
  - 3. The President of the Union and/or his/her designee shall, with seven (7) calendar days' notice to his/her Principal or immediate supervisor, be released from work with pay for a total of not more than four (4) normal work days per year to conduct Union

business provided that this does not interfere with normal school operations. The days may be taken in half-day increments.

- C. The Union may use school facilities and equipment, with prior approval of the building principal, provided that the operator of such equipment has been trained in its use. The Union shall pay for materials, supplies used, and for any damage resulting from such use.
- D. The Board agrees to deduct Union dues in equal payments when properly notified by the Union by means of a signed authorization form for each unit employee so desiring such deduction. Such deduction authorization will be continued each year and thereafter unless notification is received in writing by the Board and the Union within fifteen (15) days after the employee's anniversary date. The Board also agrees to forward any and all such funds to the Treasurer of the Union on a monthly basis along with a record of such deductions.
- E. New Hires

The Union President shall be notified of new hires.

The President or designee(s) will be provided an opportunity at the beginning of the contract year to meet with new hires for a thirty (30) minute time period.

## **VII. WORK SCHEDULE**

- A. For purposes of evaluation and advancement on the wage schedule, the work year will be defined as July 1 to June 30. The work year is 178 school days. Paraeducators shall work at least three (3) workshop days and additional workshop days as may be scheduled by the District. School nutrition employees shall work two (2) workshop days, (1) cleaning day and other workshop days as may be scheduled by the District. Employees shall suffer no loss in compensation for early releases or delayed openings due to emergency issues such as weather-related events or other unforeseen circumstances, provided the employee works the full abbreviated work day. In the event of a cancelled school day(s) which is/are not required to be made up by students due to a waiver from the State or for any other reason, the employee shall make up the cancelled day on a date approved by the building principal; however, the Superintendent may excuse the employee from making up the day if the employee requests to be excused. The make-up work day will not necessarily be a school day for students. Payment for such days shall be made in the paycheck for the pay period in which the employee makes up the cancelled day. Employees are expected to stay for the full day following an early release unless dismissed by the principal. Employees shall receive a full day's pay for the early release days before Thanksgiving, Christmas and on the last day of school, provided the employee works the full morning hours.
- B. The normal work week is Monday through Friday.
- C. Full-time employees are those employees who work at least thirty (30) hours per week during the school year.
- D. The Board reserves the right to schedule working hours that best serve the District and its constituents.
- E. Substitutes

A substitute is a temporary replacement for a regular employee.



1. A reasonable effort will be made to provide substitutes for bargaining unit members.  
The school nutrition director or individual building principals shall maintain a list of substitutes as well as a list of employees desiring work beyond their normal schedule.
  2. Any bargaining unit employee required by the administration in writing to perform work in a higher classification or in a position or assignment that includes the \$1.00/hour premium per Article XII. A. 1 within the bargaining unit shall receive the higher rate of pay including the premium, if applicable, after the first hour of performing these duties, but payment shall be retroactive. Any bargaining unit employee required by the administration in writing to substitute for another full-time district employee in a secretarial position shall receive wages at the equivalent step on the secretarial wage schedule after one (1) day or more of performing these duties, but payment shall be retroactive.
- F. Whenever an employee is called in for an emergency situation or for work, they are not regularly scheduled for, he/she shall be paid for a minimum of two (2) hours. However, for catered events outside the federally mandated school meals program that are optional for the employee, the minimum two-hour requirement will not apply, but the employee will be paid at the rate of time and one-half (1½) the employee's normal rate of pay.
- G. Uniforms for school nutrition employees shall be mutually agreed upon between the Business Administrator, School Nutrition Director and three (3) school nutrition workers appointed by the Union. School nutrition employees shall be required to take home and wash uniforms, (shirts and pants) for which they will be reimbursed at the rate of \$90 by January 15<sup>th</sup> and \$90 by July 15<sup>th</sup> for the previous 6-month period each year.
- H. School nutrition employees are allowed to change in and out of their uniform (except aprons) at home.
- I. The School District shall continue to pay the annual dues to the School Nutrition Association and registration fees for conferences and chapter meetings of the New Hampshire School Nutrition Association.

## VIII. EVALUATION

- A. Monitoring or observation of performance is continuous and cumulative and will form the basis of written evaluation reports. In the event of any deficiencies noted during observations, the employee shall be promptly notified in writing, dated and informed of remedial action which needs to be taken. The administrator and the employee will develop an improvement plan with input from the employee. This does not prevent an administrator from discussing a matter requiring immediate attention with the employee. There will be at least one written evaluation annually provided to the employee on or before May 15<sup>th</sup> but in no case shall there be more than one written evaluation in any thirty (30) day period. Each employee will receive a copy of any written evaluation. The employee or supervisor may request a conference regarding the evaluation. Employees will sign a statement that they have read the evaluation prior to its being placed in the personnel file and may attach comments to the evaluation report.

The District will provide current job descriptions for all bargaining unit positions. All new hires will be provided a copy of their job descriptions. The District shall notify the Union President and affected employees of any changes in job descriptions.

## **IX. EMPLOYMENT STATUS**

### **A. Full-time Employment**

School year employees who work at least thirty (30) hours per week.

### **B. Part-time Employment**

School year employee working less than thirty (30) hours per week.

### **C. Probationary Employment**

A trial period of ninety (90) calendar days during which an employee will have one (1) written evaluation which will serve as a basis for continued employment. Termination of a probationary employee shall not be subject to the grievance procedure.

## **X. VACANCIES, TRANSFERS, AND PROMOTIONS**

- A. All new positions or vacancies in existing positions shall be emailed to all staff and concurrently may be publicly advertised, for at least five (5) calendar days. Interested employees may apply in writing to the Superintendent or his/her designee within five (5) calendar days of the first date of posting. The president of the Union will be notified of any position reductions/increases in hours for individual positions, and when positions are eliminated. Such positions shall be filled with the most qualified applicant in the judgment of the employer. Current employees certified to perform the advertised position who apply shall be given an interview for such vacancies. When in the determination of the hiring administrator the current employee who has applied is as equally qualified as an outside applicant, the District candidate will be hired. In the event that two or more current employees are equally qualified for the new position or vacancy, the employee with the greatest seniority shall be awarded the position.
- B. Often, paraeducators have credentials to be a teacher. When a paraeducator is certified to apply for a teaching opening, they will be considered and given an interview. The final selection for the open position is left to the hiring administrator. Nothing in this section guarantees the hiring of the certified paraeducator.
- C. Promotions and transfers will be determined primarily on the basis of seniority when employees are similarly qualified. Prior to any involuntary transfers due to the operational needs of the District, the District will first ask for volunteers.
- D. Whenever a transfer becomes necessary, the employee will be consulted and shall be provided the opportunity to have a union representative present during the meeting.

## **XI. SENIORITY**

### **Definition**

Seniority is defined as the length of actual employment within this unit. Part-time service will be pro-rated. A break in service of more than fifteen (15) months shall void prior seniority unless on an approved extended leave of absence. The employee's last date of hire

shall serve as the start date for calculating seniority. Seniority will be maintained if the break in service is the result of a reduction in force. Employees who successfully complete their probationary period shall have their seniority status retroactive to the first day of work. The administration shall be required to consider seniority in employment decisions only when specifically mandated by this Agreement.

## **XII. COMPENSATION**

### **A. Wage Schedule**

- Employees shall be compensated in accordance with the wage schedule attached (Appendix A). New hires may be placed at a step on the salary schedule commensurate with their experience provided documentation of experience is approved by the Superintendent. New hires may not be placed at a step higher than a current employee with equivalent years of experience. The Superintendent will provide a summary of the employee's prior experience upon a written request of the ORPaSS Executive Board.
- 1. In 2022-23, 2023-24, 2024-25, 2025-26 each eligible employee shall advance one (1) step on the salary schedule. Child specific paraeducators whose assignment includes working with a child with severe disabilities or intensive needs as defined by the case manager, special education director and principal shall receive an additional \$2.00 per hour subject to final approval by the Superintendent. The decision to award or not award the \$2.00 per hour premium under this section shall not be grievable.
- 2. School nutrition employees holding current SNA certification from the School Nutrition Association will receive an additional \$.50 per hour.

### **B. Advancement on Schedule**

An employee whose date of employment is prior to January 1 and whose performance is satisfactory shall be advanced on the salary schedule annually as provided in Article XII (A).

### **C. Overtime**

Employees shall be compensated at a rate of one and one-half (1 1/2) times their regular hourly rate for required work in excess of forty (40) hours per week. Employees asked to work beyond their normal day shall be compensated at their regular rate of pay provided the total hours for the work week do not exceed forty (40) hours. For overnight activities, employees if working will be paid at the aforementioned rate until 10:00pm. Between the hours of 10:00pm and 6:00am, the employees if working shall receive a stipend in the amount of seventy-five (\$75.00) dollars.

Overtime work shall be awarded to full-time employees who are qualified and will be offered first to employees of the building where the overtime work occurs. The employee who routinely performs the work will have first preference for the overtime work.

### **D. Training**

Training will be provided to employees in the use of new equipment or in the performance of new duties assigned to them.

E. Professional Development Committee

There shall be a Joint Labor-Management Committee comprised of membership from both labor and management to work to provide professional development opportunities to meet the needs of the bargaining unit members.

F. Special Education Paraeducators should not be used as substitutes unless an extreme circumstance exists. If such a circumstance occurs, they will follow the same language set below for building paraeducators.

Building paraeducators covering for an absent teacher(s), and when acting in that capacity, will be paid a differential of ten dollar (\$10) an hour. After the first hour, time will be recorded in 15-minute increments or two dollars and fifty cents (\$2.50) per fifteen (15) minute block.

### **XIII. ECONOMIC BENEFITS**

The following economic benefits will be provided full-time employees. Leave benefits will be pro-rated at the percentage of time upon which the position is based. Part-time employees will enjoy paid holidays benefits which fall during their regular work year. Employees may choose to participate in certain benefits by contributing the difference between the pro-rated District contribution and the full cost of the benefits. The District will continue to make available the Flexible Benefits Plan to eligible employees.

A. Health Insurance

1. It is hereby agreed by both parties that employees of the District who are employed for the school year and work at least thirty (30) hours per week for the District shall be considered full time employees for the purpose of calculating the District share of health insurance premiums.
2. a. For full time paraeducators, the District will pay 95% toward the premium for single person membership in a medical insurance plan with benefits equivalent to Access Blue New England (ABNE) RX 10/20/45. For those paraeducators who select the Blue Choice Plan, the District shall pay a dollar amount equal to 95% of the single premium for the Access Blue New England (ABNE RX 10/20/45) toward the Blue Choice plan and the paraeducator shall be responsible for the difference.

Paraeducators may also enroll in the AB SOS 20/40/1KDED plan. For employees opting for the AB SOS 20/40/1KDED plan, the District will establish a Health Reimbursement Account (HRA) and deposit funds equal to one-half (1/2) of the standard deductible for each employees. The first one-half (1/2) of the deductible will be covered by the District, for the employee only, the second one-half (1/2) of the deductible will be covered by the employee for single, two person and family. Funds remaining in the HRA at the end of the policy year will be returned to the District.

- b. For eligible full-time paraeducators opting not to take the District health insurance who provide proof that they have other health insurance that is not subsidized (e.g., is not subsidized per the Patient Protection and Affordable Care Act), the employees will be entitled to a buyout. For eligible employees with a start date before July 1, 2009, the amount of the buyout will be \$3200 minus any penalty which is imposed

on the School District because the employee receives subsidized health insurance (e.g., per the Patient Protection and Affordable Care Act).

However, eligible employees with an effective start date of July 1, 2009 or later who provide proof that they have other health insurance that is not subsidized (e.g., per the Patient Protection and Affordable Care Act), will be entitled to a buyout in the amount of \$1000 minus any penalty that is imposed upon the District because the employee receives subsidized insurance (e.g., per the Patient Protection and Affordable Care Act). The buyout will be paid on a bi-weekly basis in each year of the contract.

- c. The District's insurance year is from July through June, and the School District will not be obligated to contribute during the summer to the insurance of an employee who does not return for the ensuing school year.
  - d. Subject to the insurer's work hour requirements, paraeducator and school nutrition employees working less than 30 hours per week but more than 15 hours per week shall be entitled to receive health insurance benefits up to a pro-rated share of the District's contribution for full-time employees. Those employees working less than 15 hours per week will not receive benefits. For those employees working 15 hours or more, who opt not to take the District pro-rated insurance benefit, the buyout under paragraph "b" will be a pro-rated share of the buyout for full-time employees.
3. The District shall provide school nutrition employees who were hired before July 1, 2012, in lieu of a health reimbursement account, a payment of \$2,500. The District shall provide school nutrition employees who are hired on or after July 1, 2012, in lieu of a health reimbursement account, a payment of \$1000. In the event a school nutrition employee who works 15 or more hours per week chooses Access Blue New England (ABNE) the District will contribute \$2500 towards the plan. When either of the current job share employees terminates employment, the dual benefits shall cease.

B. Life Insurance

The District will pay the full premium for a \$ 10,000 term life insurance policy, which shall include accidental death and disability.

C. New Hampshire Retirement

The District will pay the employer's rate set by the New Hampshire Retirement System for eligible employees as required by law.

D. Sick/Personal Leave

Bargaining unit members, other than school nutrition workers are entitled to ten (10) days of paid sick leave per year or one (1) day per month, for illness of the employee or a member of the employee's immediate family cumulative to forty-five (45) days in 2022-23, sixty (60) days in 2023-24, seventy-five (75) days in 2024-25 and ninety (90) days in 2025-26.

Employees may use up to two (2) paid days per year for personal business that cannot be done other than during the school day. At the discretion of the Superintendent, additional personal leave days may be granted to an employee for "once in a lifetime" events for

employees, which shall not be grievable. These additional personal leave days shall be deducted from sick leave. Employees will provide twenty-four (24) hours advanced notice to their supervisor prior to using leave. The District has a right to ask for a doctor's note if an employee is out five (5) or more days. The District has the right to ask for a doctor's note if an employee uses Fridays and Mondays to extend weekends. A request for unpaid leave may be made to the Superintendent. Such requests need to be made in writing and may be granted in extraordinary circumstances.

School Nutrition employees are granted a total of seven (7) leave days. Any unused days up to five (5), at the employee's discretion, will be paid at the close of the school year in June, and the employee may choose to bring the remaining days forward into the school year and accumulate up to thirty (30) days.

Employees who retire from the District and who have completed at least ten (10) years of service to the District shall redeem unused sick leave at the rate of fifty (\$50) dollars per day.

#### E. Sick Leave Bank

A sick leave bank will be established from which employees may borrow up to sixty (60) days. In order to participate in the sick leave bank an employee must contribute one (1) day from their personal sick time in writing. Enrollment in the bank will be open September of each year. A sick leave bank committee will be established made up of two (2) ORPaSS members and one (1) administrator appointed by the Superintendent.

The sick leave bank is intended to serve an employee, who, because of extended or serious illness, and who has exhausted their personal sick time, may request time from the sick bank committee. The District will cooperate in the operation of the bank by keeping track of contributions and their use, and paying the employee based upon the written request of the sick bank committee.

If the sixty (60) days are used within a given school year, they may not be filled until the following school year. If less than sixty (60) days are used within a given year, the balance will carry forward and will be used to replenish to the maximum of sixty (60) days.

If more employees contribute to the bank than the sixty (60) day maximum contributions, names will be placed in a hat and pulled randomly until the bank reaches sixty (60) days. If an employee attempts to contribute a personal sick day to the bank and their name is not chosen randomly, they shall be considered as having contributed and may use this benefit if approved by the committee.

The Committee shall establish such rules and operating procedures as may be necessary to administer the Bank.

The decision of the sick bank committee is final and shall not be subject to the grievance procedure.

#### F. Holidays

Each employee shall be entitled to the following paid holidays annually.

Indigenous People's Day, Veteran's Day, Christmas Day, Thanksgiving, New Year's Day, Martin Luther King Day (effective beginning of 2025), Juneteenth (when school in in session) and Memorial Day.

G. Bereavement Leave

Employees shall be entitled to up to three (3) days bereavement leave with pay for death of a member of their immediate family. Immediate family is defined as spouse, domestic partner, or child(ren), mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Bereavement leave beyond that provided by this article may be granted at the discretion of the Superintendent.

H. Dental Insurance

The District will make available at employee expense one hundred percent (100%) of a single, two-person or family membership for each employee in a board selected dental plan.

I. Vacation Savings Account

The District agrees to allow employees to deduct a set amount from each paycheck to be utilized during vacation periods. Options for pay and amounts will be selected at the beginning of each year by submitting the appropriate deduction form.

J. Longevity

1. The District shall annually pay the amount of five hundred dollars (\$500.00) to full-time employees having completed seven (7) years of full-time employment for the District, seven-hundred fifty dollars (\$750.00) to full-time employees having completed ten (10) years of full-time employment for the District and one-thousand dollars (\$1,000) to full-time employees having completed fifteen (15) years of full-time employment for the District. Longevity payments shall be made on or before the first paycheck in October of each year. Partial years of service shall be paid on a pro-rated basis.
2. All ORPaSS members will have their longevity calculated as follows:
  - A. If hired prior to January 1 of a given school year, the employee will receive a full year's service credit for that year.
  - B. If hired on or after January 1 of a given school year, the employee would not receive any credit for that school year.
  - C. Seven (7), ten (10), and fifteen (15) year longevity payments on or before the first paycheck in October of each year will be based upon service credit earned up to the previous June 30.
  - D. Paraeducators who have completed ninety (90) school days of service during a school year shall be advanced one step on the appropriate step the following year.

K. Extended Leave of Absence:

The Board may grant an extended leave of absence without pay not to exceed two (2) years for professional improvement or personal reasons for employees who have been in the school district for more than three (3) years. Application for such leave of absence must be made to the Board by March 1 unless there exist unforeseen or extenuating circumstances. The Board shall respond by May 1. The employee on leave must notify the Superintendent of his/her desire to return to work no later than March 1 of the year preceding his/her

return. Every effort shall be made when an employee returns to place the employee in the school and assignment from which he/she left. The employee shall continue to access the District's insurance benefits at his/her own expense provided the District's insurance plans include these benefits. An employee granted an extended leave shall suffer no loss in seniority or accrued leave as a result of said leave but shall not accrue leave benefits, service time or seniority during the leave. A denial of leave under this provision shall not be subject to the grievance procedure.

L. Long Term Disability

The District will provide Long Term Disability coverage with a ninety (90) consecutive day waiting period and a two-thirds (2/3) of full pay benefit after the above waiting period.

It is understood that any employee who is out on an extended leave must apply for Long Term Disability under this article, and shall be transitioned to LTD on the 91<sup>st</sup> day of sick leave usage, or upon approval of LTD, whichever comes first. Accumulated sick days may be used to offset disability payments allowing for Long Term Disability plus accumulated sick time to equal an employee's total wage.

In no case will the District extend an employee's absence beyond two years. At the end of two years the position they previously occupied will be considered vacant. However, should an employee receive medical clearance to return to work prior to the expiration of the two (2) year period outlined above, the parties agree that the employee shall be fully reinstated to work.

M. College Credit Program

Paraeducators will be reimbursed for one course per semester through Granite State College at District expense, once completed with a "B" or better or a "Pass" if a pass/fail course. Courses taken must be in the education field and may be used to advance themselves on the pay scale in the amount of fifty cents (\$.50) per hour for completing an Associate's Degree in education, and one dollar (\$1.00) per hour for completing a Bachelor's Degree in education. Any fees beyond the tuition are at the expense of the paraeducator.

Paraeducators who are employed in the 2021-22 school year, who have an Associates Degree, may request an appointment with the superintendent. Such meetings must occur within the 2021-22 school year. The superintendent will review their transcripts so that a determination can be made as to whether the degree is in education, has a strong connection to education and/or is relevant to their position. If in the determination of the superintendent it does, then the paraeducator will be approved for an additional (.50) per hour. The decision of the superintendent is final and is not grievable.

New Hires - beginning with the 2021-22 school year and moving forward review of transcripts for determination of their degree status will require a strong connection to education or relevance to their position and will be determined by the Superintendent who's decision is final and cannot be grieved.

Paraeducators will be surveyed in the fall of each year to determine who will take advantage of this benefit. Failure to complete the survey will result in the paraeducator not being eligible for this benefit. Upon ratification of this agreement paraeducators will be surveyed for the 2022-23 school year.



## APPENDIX A

### Wage Schedule

Para-Educators				
Steps	2022-2023	2023-2024	2024-2025	2025-2026
1	15.65	16.28	16.93	17.61
2	16.15	16.80	17.47	18.17
3	16.65	17.32	18.01	18.73
4	16.98	17.66	18.37	19.10
5	17.32	18.01	18.73	19.48
6	17.67	18.38	19.12	19.88
7	18.02	18.74	19.49	20.27
8	18.56	19.30	20.07	20.87
9	19.12	19.88	20.68	21.51
10	19.69	20.48	21.30	22.15
11	20.48	21.30	22.15	23.04
12	21.30	22.15	23.04	23.96
13	22.15	23.04	23.96	24.92
14	23.04	23.96	24.92	25.92

School Nutrition				
Steps	2022-2023	2023-2024	2024-2025	2025-2026
1	13.50	14.04	14.60	15.18
2	13.91	14.47	15.05	15.65
3	14.33	14.90	15.50	16.12
4	14.78	15.37	15.98	16.62
5	15.20	15.81	16.44	17.10
6	15.66	16.29	16.94	17.62
7	16.13	16.78	17.45	18.15
8	16.61	17.27	17.96	18.68
9	17.11	17.79	18.50	19.24
10	17.62	18.32	19.05	19.81
11	18.15	18.88	19.64	20.43
12	18.69	19.44	20.22	21.03
13	19.25	20.02	20.82	21.65
14	19.83	20.62	21.44	22.30



#### **XIV. REDUCTION IN FORCE**

- A. Whenever it becomes necessary to decrease the number of the bargaining unit or eliminate a position or program, the Board will lay off in the order of seniority within classification and retain the most senior employee provided he/she is qualified for the position and provided all employees within the classification have received at least "Meets Expectations" on their most recent performance evaluation. If any employee within the classification has received a ranking of "Needs Improvement" in the previous school year and has not improved that employee shall be laid off first. An employee selected for layoff because of a "Needs Improvement" rating will not be entitled to recall.

The classifications for layoff purposes are as follows:

1. Regular Education Paraeducators
  2. School Nutrition Employees
  3. Special Education Program Paraeducators
  4. Special Education Child Specific Paraeducators
- B. Recall of employees in the bargaining unit who are laid off shall be made on the basis of greatest seniority within classification. Employees shall be given credit for experience in other classifications. An employee laid off may be offered any vacant position for which he/she is qualified. The right to recall shall terminate 15 months following the last date of work. If a RIF'ed employee refuses a position, recall privileges are forfeited.

Retention of Seniority: An employee who is laid off and recalled within 15 months of the date of layoff shall regain the seniority and benefits he/she had before he/she was laid off.

- C. An employee whose specific assignment is no longer necessary due to a student leaving the district, change in services for the student, program changes or such similar reasons, shall be given at least thirty (30) days' notice and shall be reassigned to other duties for those thirty (30) days. An employee shall receive severance for five (5) of his/her accumulated sick days in the final paycheck.

#### **XV. MISCELLANEOUS**

If any provision of this agreement, or any application of this agreement to any employee or groups of employees, is held to be contrary to law, then such provision or 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.

It is understood that both parties have had an opportunity to make proposals during negotiations and that this Agreement represents the total of all understandings between the parties for the contract term, subject to exceptions of law.

**XVI. DURATION AND RENEWAL**

The provisions of this agreement will be effective as of July 1, 2022 and will continue and remain in full force and effect until June 30, 2026.

In witness whereof, the parties hereto have caused this agreement to be signed by their respective president/chairperson and witnessed.

OYSTER RIVER PARAEDUCATORS AND SUPPORT STAFF

AFT Local 6213, AFT-NH, AFL-CIO



Co-President - Christine Deptula

3.21.22

Date



Co-President- Christine Greene

3/21/22

Date



Witness

OYSTER RIVER COOPERATIVE SCHOOL BOARD



Chairperson - Michael Williams

16 MARCH 2022

Date



Superintendent of Schools - Dr. James C. Morse

16 March 2022

Date



Witness