

AGREEMENT

BETWEEN

JAFFREY-RINDGE COOPERATIVE SCHOOL BOARD

AND

JAFFREY-RINDGE SUPPORT STAFF ASSOCIATION

JULY 1, 2023 - JUNE 30, 2026



PARTICIPANTS TO NEGOTIATIONS

FOR THE BOARD:

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FOR THE SUPPORT STAFF:

Jeremy Baird Carolyn Hendricks Eleanor Martin Crystal Melodino Amy Paquin

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PREAMBLE

The Jaffrey-Rindge Cooperative School Board (hereinafter "the School Board") District and the Jaffrey-Rindge Support Staff Association (hereinafter "the Association), hereby enter into the following Agreement.

ARTICLE 1 – RECOGNITION

- 1.1 The School Board recognizes the Association as the exclusive bargaining representative of those Jaffrey-Rindge Cooperative School District employees for whom the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Association as the exclusive bargaining representative.
- 1.2 In Decision No. 2005-037, the PELRB included the following full-time and part-time positions in this bargaining unit: custodians, maintenance (maintenance techs and grounds personnel), , secretaries, administrative assistants, information technology technicians para educators and library/media associates. The PELRB specifically excluded from this bargaining unit the director of maintenance and grounds and non-professional employees whose work site is at the SAU #47 Central Office.
- 1.3 As used in this Agreement, "employee" means a person holding a position in this bargaining unit.

ARTICLE 2 – NEGOTIATION PROCEDURES

- 2.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.
- 2.2 The Association will notify the School Board of its intent to negotiate no later than September 1 of the year before the expiration of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The School Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right to: (a) direct and manage all activities of the District; (b) direct the work of employees; (c) hire, promote, transfer, assign, non-renew and retain employees in positions within the District; (d) act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (e) maintain the efficiency of government operations; (f) relieve employees from duties because of lack of work or for other reasons; (g) determine the methods, means and personnel by which operations are to be conducted; (h) contract with companies or agencies for services to be provided by employees of those companies or agencies. including services that otherwise might be performed by bargaining unit employees, provided that this provision shall be used when the work requires skills or services which are not available in the bargaining unit and provided that this provision may not be utilized by the School Board to eliminate all positions in the bargaining unit; and (i) take actions as may be necessary to carry out the mission of the District in emergencies.

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3.2 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.1 Definitions:

- 4.1.1 A "grievance" is defined as a claim by a member of the bargaining unit that he/she has been harmed by a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the School Board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of School Board authority or is limited to unilateral action by the School Board alone; (5) a complaint concerning evaluation of an employee's performance; (6) any matter listed in Article 3; and (7) any matter which this Agreement states shall not be subject to the grievance process.
- 4.1.2 For purposes of the grievance procedure, "immediate supervisor" means the Supervisor of Custodial Services for custodians, Facilities Director for grounds and maintenance employees; means the Principal for secretaries, administrative assistants, classroom para educators and library/media employees; means the Manager of Technology for information technology employees; and means the Director of Student Services for special educators.
- 4.1.3 For purposes of the grievance procedure, "days" means business days, except when the District is closed for all operations.
- 4.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within thirty (30) business days of its occurrence.
 - 4.2.1 Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.
 - 4.2.2 During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.
- 4.3 Informal Procedure: Any employee who has a grievance shall discuss it informally with his/her immediate supervisor, provided that any informal resolution is consistent with the terms of this Agreement, and provided that the Association is notified of any informal resolution.



4.4 Formal Procedure:

Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the immediate supervisor. The written grievance shall specify the nature of the grievance, the date of occurrence, specific provisions in this Agreement that allegedly were violated, and the remedies sought. The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) business days of receipt of the written grievance.

Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the Superintendent within five (5) business days after receipt of the immediate supervisor's decision or, if none, no later than five (5) business days after the deadline for the immediate supervisor's written decision. The appeal to the Superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the immediate supervisor and the immediate supervisor's written decision. The Superintendent shall communicate his/her decision in writing to the employee within twenty (20) business days after receipt of the appeal to the Superintendent.

Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the grievance may be appealed to the School Board within five (5) business days after receipt of the Superintendent's decision or, if none, no later than (5) business days after the deadline for the Superintendent's written decision. The appeal to the School Board shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance and the decisions at Steps 1 and 2. The School Board shall communicate its decision in writing to the employee within thirty (30) business days after receipt of the appeal to the School Board.

Step 4 (Arbitration): If the grievance is not resolved to the employee's satisfaction at Step 3, the employee shall notify the Association within five (5) business days of receipt of the School Board's decision or, if none, within five (5) business days after the deadline for the School Board's written decision. If the Association determines that the matter should be arbitrated, it shall so advise the Superintendent in writing within ten (10) business days of receipt of grievant's request.

- 4.5 The following procedure shall be used to secure the services of an arbitrator.
 - 4.5.1 The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) business days following receipt of the request for arbitrator, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Association and the Superintendent rosters of persons qualified to function as an arbitrator.
 - 4.5.2 The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He/she shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.



- 4.5.3 The cost for services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the District and the Association.
- 4.6 The arbitrator's decision shall be final and binding. The arbitrator shall issue his decision to the District and the Association within thirty (30) days after close of the arbitrator's hearing.
- 4.7 The time periods specified in this procedure may be extended by mutual written agreement of the parties.
- 4.8 An Association Board Member and/or NEA-NH Representative may be present with the grievant at all formal steps of the grievance process if requested by the grievant.
- 4.9 Grievance records shall not be filed in any bargaining unit member's personnel file.

ARTICLE 5 – DISCIPLINARY PROCEDURES

- 5.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge. Employee discipline shall be administered in private, except that employees may request union representation. The employee shall be provided with an explanation and reasoning for the discipline, citing rule, policy, or expectation that the employee violated. Paid administrative leave pending the outcome of an investigation shall not be considered discipline. Counseling or coaching to improve performance shall not be considered discipline.
- 5.2 The following shall not constitute discipline and shall not be subject to the grievance procedure: expiration of the expected duration of employment that is set forth in the Notice of Intent to Employ, expiration of an assignment, and reduction-in-force. The District may end employment at any time with or without reasons by providing ten (10) business days written notice to the employee.
- 5.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.

ARTICLE 6 – JOB OPENINGS

6.1 Openings for all positions in this bargaining unit will be posted in writing for a minimum of five (5) business days prior to selecting a person for the position. Notice will be posted in the main office of each school and via District-wide email and the District's online recruiting tool. Employees may indicate interest for consideration for reassignments or transfers to open positions by submitting written notice of interest, including an updated resume, to Human Resources.



6.2 The Superintendent shall be responsible for assignments and transfers. Employees shall be notified in writing in the event of an involuntary transfer at least ten (10) business days prior to the start date of the new assignment, new shift, or transition to a new worksite. In the event of an involuntary transfer to a new assignment, new shift, or new worksite, bargaining unit members shall have the right to meet with the Superintendent to discuss the transfer within three (3) business days of receiving the notice of the transfer. The Superintendent shall provide the employee a written rationale for why he/she chooses or does not choose to continue with the transfer within five (5) business days of the meeting. If an employee rejects an involuntary transfer to a new assignment, shift, or worksite, the employee may resign in good standing or shall be permitted to retire and shall receive sick day buyback payments set forth in Article 10.2.1, and the District shall make every effort to issue the payment by June 30th of the year of retirement. If the District is unable to issue the payment by June 30th, it shall issue the payment by September 1st. Employees shall receive adequate preparation or training as determined by the direct supervisor for a new assignment.

ARTICLE 7 – NOTICE OF INTENT TO EMPLOY

7.1 The District shall provide by June 7th of each year, for continuing employees only, a notice of intent to employ, including the expected position, expected immediate supervisor, expected rate of pay, expected hours per day, and the expected days per year, including workshop days.

Such notice of intent to employ will specify that the employment is subject to the terms of this Collective Bargaining Agreement. A notice of intent to employ for grant funded positions will also specify that the position is contingent upon the District's receipt of the grant funds.

- 7.2 Upon receiving a notice of intent to employ, the employee must sign and return it to the Superintendent by June 30th. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.
- 7.3 Once an employee returns a notice of intent to employ by June 30th, should a change in the expected terms of employment be contemplated by the District, the employee shall be notified prior to any change being made. An employee who does not agree to said notified change shall be considered to have resigned in good standing.

ARTICLE 8 – WAGES AND HOURS

8.1 Wage Rates:

- 8.1.1 The following employees shall be paid wage rates in accordance with the wage schedule that is attached hereto as Appendix A: para educators, library/media associates, custodians, maintenance, secretaries, administrative assistants and information technology support staff.
- 8.1.2 All employees will be placed on the Step Schedule-and paid in accordance with the wage schedule.



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- 8.1.3 Generally, no new employee shall be paid a higher wage rate than the highest wage rate for current employees in the same classification who have equivalent experience. The Superintendent may grant a new employee credit on the wage schedule for work experience in a comparable position, degrees or licenses. Information used to determine placement on the wage schedule shall be forwarded to the Association President.
- 8.1.4 An employee who actually worked more than 50 percent of the work days for the employee's position during the prior year shall receive credit for one full year of experience.
- 8.1.5 An employee may be held at step if the Superintendent concludes that the employee's performance was unsatisfactory and noted in writing per Article 11 during the prior year.
- 8.1.6 For the term of this Agreement, employees on the top step will remain on step and accrue the yearly wage-level increase. In recognition of staff who have completed ten (10) or more years in a position in the bargaining unit and are in their second or subsequent year on the top of the step salary schedule shall receive an additional \$0.50 per hour.
- 8.2 **Regular Pay:** All employees will receive appropriate pay for all hours worked. "Regular" Pay shall consist of customary and routinely scheduled hours of work which are relatively consistent by position. Regular Pay is defined as all hours worked up to forty (40) hours per week with the exception of the pay types included in Sections 8.2.1 through 8.2.3. In addition to Regular Pay, with prior authorization from a qualified supervisor as defined in 4.1.2, all employees are also eligible for the following categories of pay.
 - 8.2.1 **Overtime:** All authorized hours worked in excess of forty (40) hours per week will be paid at one and a half (1½) times the employee's regular hourly rate. Employees may be required to work overtime for District functions. Where possible, one (1) weeks' notice will be provided of required overtime.
 - 8.2.2 Holiday Labor: All work conducted on holidays (as identified in Section 10.5) will be compensated at an overtime rate of one and a half (1½) times the employee's regular rate of pay. This rate of pay for hours worked supplements any other form of Holiday Pay to which employees may be eligible. Holiday Labor compensated at overtime rates will not be included in the normal weekly overtime calculation.
 - 8.2.3 **Call Back Pay**: Employees called back or called in to work outside their normal work hours shall be paid a minimum of three (3) hours, or the actual time worked, whichever is greater. Call Back Pay on Holidays (as identified in Section 10.5) is eligible for Holiday Labor.
 - 8.2.4 Early Release or Delayed Opening: If a school day is dismissed or has a delayed opening due to inclement weather, or an emergency, and yet it qualifies as an official school day, eligible employees will be able to continue working and be paid for all hours worked (total hours not to exceed normal work day hours), if authorized by administration. Employees who attend work on these days shall be permitted to make up the time missed due to early release or delay so long as overtime does not become a



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factor. The plan for making up this time shall be agreed upon by the employee and administration and must pertain directly to his/her job responsibilities.

- 8.3 Professional Development Fund: The District shall budget \$2,000 annually as a professional development fund available to employees for workshops, seminars, courses, or other professional development activities approved by their supervisor. Employees shall be reimbursed up to \$200 per employee for the cost of professional development fees and activities. Total reimbursement shall not exceed the amount in the fund. If by May 1st a balance still remains in the fund, members in the bargaining unit can reapply for additional reimbursement.
- 8.3.1 The District shall reimburse para educator certification and re-certification costs for members of the bargaining unit.
- 8.4 The District will provide clothing for maintenance and custodial staff when appropriate and as determined by the administration to meet identification and work demands (e.g., standardized shirts/t-shirts and/or sweatshirts and pants). Maintenance and custodial staff will have a shoe allowance for task-specific purposes (such as steel-toed boots, replacement shoes for waxing floors, etc.) not to exceed \$200 per school year. Follow SAU 47 policy for reimbursement.
- 8.5.1 All employees in this bargaining unit (except those who are eligible for and elect the sick day buyback plan as outlined in 10.2.1) will be eligible to enroll in a 405(b) Plan with employer contributions as follows:

2023-2024:	\$10.00 per pay period
2024-2025:	\$12.50 per pay period
2025-2026:	\$15.00 per pay period

- 8.5.2 All 403(b) contributions will be made in accordance with IRS regulations and the Jaffrey Rindge Cooperative School District 403(b) Plan.
- 8.6 Members of this bargaining unit will be scheduled to work the following total days per fiscal year (including ALL school days as outlined in District approved calendar):

	11 ,
Para Educators:	184 days (plus three paid holidays for eligible employees)
Secretaries:	190 days (plus three paid holidays for eligible employees)
Custodians	260 days (includes paid holidays for eligible employees)
IT:	260 days (includes paid holidays for eligible employees)
Administrative Assistants:	260 days (includes paid holidays for eligible employees)
Maintenance:	260 days (includes paid holidays for eligible employees)

8.7: Employees who agree to substitute for absent teachers as directed by building principal shall be paid \$8.00 per hour in addition to their regular wages.

ARTICLE 9 – INSURANCE

9.1 **Health Insurance**: The District shall offer the following health insurance plans for the length of this agreement: SchoolCare - Yellow with Choice Open Access, Yellow without Choice Open Access, and Orange Open Access. In the event that the provider needs to be changed, the district would provide a comparable plan that would be agreed upon by both the JRSSA and the School



Board. One member of the JRSSA, appointed by the JRSSA, will sit on any Health Insurance Study Committee.

9.1.1 For an employee who works at least thirty (30) hours per week, the District shall pay the following percentages of the premium for whichever plan and coverage the employee selects. From July 1 2020 through June 30, 2024:

	Single	2-Person	Family
Yellow w/Choice	85%	80%	80%
Yellow w/o Choice	85%	80%	80%
Orange	85%	80%	80%

- 9.1.2 Married couples both employed by the District may not be covered under two separate District health insurance plans.
- 9.1.3 The District shall make available qualified Health Care and Dependent Care Flexible Spending Accounts (FSA) to all eligible employees. Employees electing to participate in the Yellow without Choice Fund Plan or Orange Plan are eligible to receive District FSA contributions based upon their coverage level selection: single coverage \$100; 2-person coverage \$175; family coverage \$250. District FSA contributions may be placed in either or both (split) Health Care and Dependent Care accounts. Employees must make an active election to participate during each annual open enrollment to be eligible for these funds.

9.1.4 Each year that an employee who works at least thirty (30) hours per week declines the health insurance offered by the District and completes an affidavit confirming that the employee has obtained alternative health insurance that is not subsidized (e.g., not subsidized under the Patient Protection and Affordable Care Act), such employee shall receive a stipend. The stipend shall equal \$1,000 minus any penalty incurred by the District in the event the employee obtains subsidized health insurance. Employees are not eligible to receive this payment if said employee is also receiving medical benefits from the District as a dependent of another covered employee. Employees otherwise entitled to the insurance opt-out payment under this section who begin employment by the District after the start of the work year and remain employed for the remainder of the work year will receive an insurance opt-out payment that is prorated based upon the portion of the year employed. The stipend will be paid to eligible employees on or about June 15th each year provided the employee has completed the entire benefit plan year, and has not received any medical benefits through the District.

9.2 Dental Insurance

- 9.2.1 The District shall pay 100% of the cost for single dental coverage for employees who work at least thirty (30) hours per week.
- 9.2.2 Employees who work at least thirty (30) hours per week may elect 2-person or family coverage, subject to the insurer's permission. Employees shall pay the difference between the cost of such coverage and the cost paid by the District for single coverage under Section 9.2.1.



- 9.2.3 All other employees may participate in said dental insurance plan at their own expense, subject to the insurer's permission.
- 9.3 Life Insurance: The District provides employees who work at least thirty (30) hours per week employer-paid term life and accidental death and dismemberment insurance in the amount of \$40,000 (double indemnity in the event of accidental death) under the current or comparable policy.
- 9.4 **Long-Term Disability Insurance**: The District provides employees who work at least thirty (30) hours per week employer-paid long-term disability insurance under the current or comparable policy.

ARTICLE 10 – LEAVES

10.1 Sick Leave:

- 10.1.1 At the beginning of each fiscal year, employees who work at least 210 days per year shall receive twelve (12) paid sick days, equal to their regularly scheduled day as referenced in the employee's Notice of Intent to Employ, up to a maximum accrual of 100 days. Employees hired after the beginning of a fiscal year will be credited sick days on a prorated basis.
- 10.1.2 At the beginning of each school year, employees who work less than 210 days per year shall receive ten (10), equal to their regularly scheduled day as referenced in the employers Notice of Intent to Employ, up to a maximum accrual of 100 days. Employees hired after the beginning of a school year will be credited sick days on a prorated basis.
- 10.1.3 Personal Leave: From the above sick days, employees shall be allowed four (4) days sick/personal leave, to be used for unusual and compelling personal or legal business which requires absence of the employee and cannot be conducted other than during school hours. Employees shall submit requests for personal leave using the District's time and attendance system at least one (1) week in advance, except in emergency cases. Employees will disclose to their supervisor specific reasons for their personal leave that is taken on work days immediately before or after vacations or holidays.
- 10.1.5 Sick Day Bank: It is agreed that a pooled sick day bank will be established to provide additional sick days to those employees determined to be eligible based on criteria in Appendix B.

Each employee has the option of contributing to the sick day bank, but only those who contribute may use the bank. Contributions will be made at the beginning of each school year prior to September 30^{th} , and for the employee hired after the start of the school year, thirty (30) days after employment begins. A minimum initial contribution of one (1) day is required to be eligible to use the bank; however, more days can be contributed. The days in the bank will accumulate from year to year. The maximum number of days per year allocated into the bank will not exceed 200 days in any given year. If the number of



days in the sick day bank falls below one hundred (100), further contributions will be solicited. Continued coverage is dependent upon continued contributions.

The District will maintain accurate records of contributions and withdrawals to/from the bank.

A committee established by JRSSA will review and authorize requests for withdrawals from the sick day bank. All requests will be considered on a case-by-case basis.

- 10.1.6 When an employee returns to work after three (3) or more consecutive days of absence due to illness, the employee may be required to submit a physician's release certifying that the employee is fit to return to work.
- 10.1.7 Each employee's payroll check stubs shall indicate that employee's remaining balance of sick days.

10.2 Sick Day Buyback:

10.2.1 Employees who have 10 or more years of service in this bargaining unit by the end of this contract (June 30, 2026) may enroll in the 403(b) Plan as outline din 8.5.1 or may elect the following sick day buyback plan. Employees who have not had 10 years of service by the end of this contract (June 30, 2026) are not eligible for this benefit. Those who elect the following sick day buyback plan and retire from the District at age fifty (50) or older will be compensated for up to 100 accumulated sick days at the following percentages of the employee's per diem pay rate:

Years of Experience in the District	% of Per Diem Pay Rate
25 or more years	100 %
20-24 years	75 %
15-19 years	60 %
10-14 years	50 %

- 10.2.2 Employees must provide a non-rescindable notification of intent to retire to the District. Any employee applying after November 30th of the year preceding their retirement may receive this benefit one year after retirement. This is a one-time benefit. Should an employee who has previously retired from the district and received a sick day buyback become employed in the district at a later date, the employee will not be eligible for another sick day buyback.
- 10.3 **Bereavement Days:** All employees are permitted to take five (5) paid days per occurrence for the death of an immediate family member. Immediate family shall be interpreted as spouse, children, parents, grandchildren, grandparents, siblings, stepparents, stepchildren, step grandchildren, stepsiblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughterin-law, son-in-law or any person with whom the employee currently makes his/her home. The employee may take one (1) paid day per death to attend the funeral of any other relative or close friend. Unused bereavement/funeral leave shall not be accumulated and carried over year-toyear.
- 10.4 Vacation:



10.4.1 Employees who work at least thirty (30) hours per week and at least 210 days per year shall earn the following paid vacation leave:

Years of Experience in the District	Number of Days
0-5 years	10 days
6-10 years	15 days
11-15 years	20 days
16 + years	25 days

- 10.4.2 It is expected that vacations will be taken at a time agreeable to both the employee and the District. Vacations should be approved at least two (2) weeks in advance of the vacation by your immediate supervisor.
- 10.4.3 If a paid holiday falls within an employee's vacation, the employee will not use a vacation day for that day. Employees may not use vacation time in units of less than one-half (½) day.
- 10.4.4 Employees are encouraged to use all vacation days in the year in which it is earned. In the event of extenuating circumstances, a maximum of five (5) days may be carried forward to the next fiscal year. Carry-over vacation shall not be cumulative and must be used by September 30th of the subsequent fiscal year.
- 10.4.5 Employees, who have been employed for more than six (6) months, who voluntarily terminate employment with at least two (2) weeks' notice, will receive pay at their last pay rate for unused vacation time accumulated as of their termination date. Employees with less than six (6) months service will receive no unused vacation pay.
- 10.4.6 Employment shall be calculated from the date that an employee commenced his/her current term of continuous employment by the District in a position covered by this bargaining unit.
- 10.4.7 Eligible employees hired after the beginning of a fiscal year will be credited vacation days on a prorated basis.
- 10.5 **Holidays:** Employees who work thirty (30) hours per week and at least 210 days per year shall receive the following paid holidays:

New Year's Day Martin Luther King, Jr Day Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Eve Thanksgiving Day The day after Thanksgiving Christmas Eve Christmas Day New Year's Eve

Employees who work less than 210 days per year, shall receive three (3) paid holiday, Thanksgiving day, Christmas Day and New Year's Day.



- 10.6 **Jury Duty Leave:** The District encourages employees to serve on jury duty. If call ed for jury duty, employees should notify their immediate supervisor as soon as possible to ensure proper staffing and avoid scheduling problems. The employee will be paid the difference between their pay for the jury duty and their regular pay. Verification, including the date(s) of service and the amount paid should be submitted to the Business Office. Employees are expected to return to work upon completion of their service.
- 10.7 **Military Leave:** The District shall grant military leave of absence in accordance with state and federal law.
 - 10.7.1 Employees are asked to inform the District as soon as possible if a military leave may be needed. An employee called to service not more than fifteen (15) business days for an actual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between the employees pay for such government service and the amount of earnings lost by the employee for such service, based on the employee's regular rate of pay.
- 10.8 **Family and Medical Leave:** The District shall grant family medical leave in accordance with state and federal law. School Board policy, GCCBC Family & Medical Leave Act, is available on the SAU website at http://www.sau47.org/school-board-policies/.
- 10.9 **Other Leave:** Leave, paid or unpaid, may be granted for reasons other than those stated above at the sole discretion of the School Board, based upon the Superintendent's recommendation. The Superintendent's recommendation and the School Board's decision shall not be subject to the provisions of the grievance procedure.

ARTICLE 11 – PERFORMANCE EVALUATIONS

- 11.1 Evaluations shall be used to assess and communicate information concerning job performance to employees. The District shall evaluate each employee annually and provide a written evaluation (with respect to the individual's job description) by May 1st; additional evaluations may occur on an as-needed basis. Job descriptions are accessible on the District's website.
- 11.2 The employee will meet with his/her evaluator to review and discuss the written evaluation. The employee may comment upon the evaluation orally and in writing. Unless otherwise specified by the Superintendent, the evaluator shall be the Facilities Director for grounds and maintenance employees; Supervisor of Custodial Services for custodians; the Principal or Assistant Principal for secretaries, administrative assistants, library/media employees, and with direct input provided by para educator's supervising teacher for general education para educators; Manager of Technology for information technology employees; and the Director of Student Services with direct input provided by the para educators' supervising teacher and Principal for special education para educators. The evaluator may obtain information and input from others as part of the evaluation process.
- 11.3 The employee shall sign the written evaluation to signify that he/she has seen and received a copy of it. The employee's signature on the evaluation does not signify that the employee necessarily agrees with the contents of the evaluation.



ARTICLE 12 – RIGHTS OF PARTIES

12.1 The Association and its representatives may use school buildings at reasonable hours for Association meetings and activities, provided that such meetings and activities do not disrupt or interfere with other school activities and operations. The Association President or President's designee shall be provided up to two (2) days of paid leave to conduct Association business.12.2

The Association and its representatives may post notices addressed to employees in the bargaining unit on bulletin boards in teachers' rooms in each school and may be granted the use of employee mailboxes and email for communications with members of this bargaining unit. However, no Association notice shall be placed on a bulletin board or in an employee mailbox or email unless it has been signed by the appropriate Association representative. The Association acknowledges that the District may review such communications, and that such communications accordingly are not private or confidential. Notices, signs and other forms of communication may not be placed on or around District property without the permission of the Superintendent or his/her designee.

- 12.3 The Association may, in accordance with School Board policy, be granted the privilege of using specific items of school office equipment at times when such equipment is not otherwise in use, provided that all paper and supplies to be used are supplied by the Association, and further provided that the Association accepts financial responsibility for any damage or maintenance charge which is incurred by such use.
- 12.4 An employee shall have the right to review the contents of his/her personnel file and to make copies of any documents contained therein within a reasonable time after the employee's request to do so. The Superintendent or his/her designee shall be present during the inspection and copying of the file.
- 12.5 The District and the Association shall form a joint committee for the purpose of developing new employee orientation guidelines. The committee shall meet no later than November 1, 2020 and shall present orientation guidelines to the Superintendent and the School Board no later than May 1, 2021.
- 12.6 The District shall provide the Association President or President's designee with a list of all bargaining unit members and each bargaining unit member's workplace and assignment by October 1st of each year. When a new bargaining unit member is hired after the start of the school year, the District shall provide the Association President or the President's designee with the new employee's name, workplace, assignment, information used to determine placement on the wage schedule, and step/lane placement within ten (10) days after the date of hire. The District shall provide all new employees with a copy of this Agreement. The District shall notify the Association President or the President or the President or the district.

ARTICLE 13 – DUES AND DEDUCTIONS

13.1 Upon individual written authorization by an employee who is a member of the Association, the District agrees to deduct from the pay of such employee the current Association dues, as certified to the District by the Treasurer of the Association. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. The District





shall forward the amount so collected to the Association at least once per month. However, the District shall not deduct dues from the wages of any employee who notifies the District in writing that he/she is withdrawing a previous authorization for such deductions.

13.2 Should there be a dispute between an employee and the Association over the matter of deductions, the Association agrees to indemnify and hold harmless the District in any dispute.

ARTICLE 14 – REDUCTION IN FORCE

- 14.1 The School Board and Administration shall have the authority to determine the number and qualifications of employees in each job classification. If a reduction in force in JRSSA staff is being considered by the School Board, the JRSSA will be notified.
- 14.2 In the event the School Board and Administration determine that it is necessary to conduct a reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements within each job classification in a good faith effort to avoid potentially unnecessary layoffs. Employees who volunteer to retire from a job classification in order to avoid a layoff within that classification shall be permitted to retire and shall receive sick day buyback payments set forth in Article 10.2.1, and the District shall make every effort to issue the payment by June 30th of the year of retirement. If the District is unable to issue the payment by June 30th, it shall issue the payment by September 1st.
- 14.3 If further reduction in force is necessary within a job classification, the Administration shall choose employees for layoff within that job classification based upon assessment of the employee's ability, qualifications, experience and performance as documented in annual evaluations. If all these factors are equal in the judgment of the Superintendent or his/her designee, the employee(s) with the least seniority shall be laid off first from the job classification.

14.4 Recall Rights

- 14.4.1 Employees with highest evaluations, in a relevant classification subject to a reduction in force in the last two (2) years will have the right of first recall (re-hire) in the event of a qualifying vacancy. Employees may request information about recall eligibility upon notification of the reduction in force.
- 14.4.2 Recall notices shall be mailed certified, return receipt requested. Employees shall be responsible for notifying the Superintendent in writing of his/her current address.
- 14.4.3 Employees shall have ten (10) business days to respond to any recall notice. Failure to accept recall shall terminate the employee's right of recall.

14.5 Definitions:

14.5.1 "Job classifications" are custodians, head custodian, maintenance technicians, groundskeepers, secretaries, clerical aides, information technology technicians, para educators and library/media associates.

JAFFREY-RINDGE

- 14.5.2 "Seniority" shall be calculated from the date that an employee commenced his/her current term of continuous employment by the District in a position in this bargaining unit. **ARTICLE 15 – SEPARABILITY**
- If any provision of this Agreement is held to be contrary to law, all other provisions shall 15.1 continue in force and effect. In such instance, the School Board and the Association shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

ARTICLE 16 – DURATION

This Agreement shall be in full force and effect from July 1, 2023 through June 30, 2026. 16.1

Signed:

5 April 2023 Date

4 April 2023

Board Chair

Jaffrey-Rindge Cooperative School District

Eleanor Martin, President Jaffrey-Rindge Support Staff Association

Date

APPENDIX A

Step	Admín Assist	Custodian Day	Custodian Night	IT	Maint	Para 1	Para 1 1:1	Para 2	Para 2 1:1	Secretary
1	17.25	16.75	16.75	17.75	17.75	16.75	17.25	17.00	17.50	16.75
2	18.15	17.65	17.65	18.65	18.65	17.65	18.15	17.90	18.40	17.65
3	19.05	18.55	18.55	19.55	19.55	18.55	19.05	18.80	19.30	18.55
4	19.95	19.45	19.45	20.45	20.45	19.45	19.95	19.70	20.20	19.45
5	20.85	20.35	20.35	21.35	21.35	20.35	20.85	20.60	21.10	20.35
6	21.75	21.25	21.25	22.25	22.25	21.25	21.75	21.50	22.00	21.25
7	22.65	22.15	22.15	23.15	23.15	22.15	22.65	22.40	22.90	22.15
8	23.55	23.05	23.05	24.05	24.05	23.05	23.55	23.30	23.80	23.05
9	24.45	23.95	23.95	24.95	24.95	23.95	24.45	24.20	24.70	23.95
10	25.35	24.85	24.85	25.85	25.85	24.85	25.35	25.10	25.60	24.85

2023-2024 Wage Schedule

*Adele Remillard to receive 3% wage increase per year for the term of this contract

2024-2025 Wage Schedule

Step	Admin Assist	Custodian Day	Custodian Night	IT	Maint	Para 1	Para 1 1:1	Para 2	Рага 2 1:1	Secretary
1	17.35	16.85	17.10	17.85	17.85	16.85	17.35	17.10	17.60	16.85
2	18.30	17.80	18.05	18.80	18.80	17.80	18.30	18.05	18.55	17.80
3	19.25	18.75	19.00	19.75	19.75	18.75	19.25	19.00	19.50	18.75
4	20.20	19.70	19.95	20.70	20.70	19.70	20.20	19.95	20.45	19.70
5	21.15	20.65	20.90	21.65	21.65	20.65	21.15	20.90	21.40	20.65
6	22.10	21.60	21.85	22.60	22.60	21.60	22.10	21.85	22.35	21.60
7	23.05	22.55	22.80	23.55	23.55	22.55	23.05	22.80	23.30	22.55
8	24.00	23.50	23.75	24.50	24.50	23.50	24.00	23.75	24.25	23.50
9	24.95	24.45	24.70	25.45	25.45	24.45	24.95	24.70	25.20	24.45
10	25.90	25.40	25.65	26.40	26.40	25.40	25.90	26.65	26.15	25.40

2025-2026 Wage Schedule

Step	Admin Assist	Custodian Day	Custodian Night	IT	Maint	Para 1	Para 1 1:1	Para 2	Para 2 1:1	Secretary
1	17.50	17.00	17.50	18.00	18.00	17.00	17.50	17.25	17.75	17.00
2	18.50	18.00	18.50	19.00	19.00	18.00	18.50	18.25	18.75	18.00
3	19.50	19.00	19.50	20.00	20.00	19.00	19.50	19.25	19.75	19.00
4	20.50	20.00	20.50	21.00	21.00	20.00	20.50	20.25	20.75	20.00



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5	21.50	21.00	21.50	22.00	22.00	21.00	21.50	21.25	21.75	21.00
6	22.50	22.00	22.50	23.00	23.00	22.00	22.50	22.25	22.75	22.00
7	23.50	23.00	23.50	24.00	24.00	23.00	23.50	23.25	23.75	23.00
8	24.50	24.00	24.50	25.00	25.00	24.00	24.50	24.25	24.75	24.00
9	25.50	25.00	25.50	26.00	26.00	25.00	25.50	25.25	25.75	25.00
10	26.50	26.00	26.50	27.00	27.00	26.00	26.50	26.25	26 <i>.</i> 75	26.00

Adele Remillard to receive 3% wage increase per year for the term of this contract

APPENDIX B

SICK DAY BANK

CRITERIA FOR USE OF SICK DAY BANK

- 1. Employees must have exhausted all of their own accumulated sick and vacation days.
- 2. Employees must provide satisfactory medical documentation of their or other family member's disability or illness to the JRSSA Review Board.
- 3. Work related accidents are excluded from use of the bank.
- 4. An employee may draw up to forty-five (45) days from personal illness/disability and up to twenty (20) days for immediate family illness/disability from the bank in any one (1) school calendar year.
- 5. The bank can be used only for illness or disability of a District employee or their immediate family member.

Immediate family shall be interpreted as spouse of the employee and employee's or spouse's mother, father, brother, sister, children, grandchildren, grandparents, step children, step grandchildren, or any person with whom the employee currently makes his/her home.

SICK DAY BANK APPLICATION PROCEDURE

- 1. Employee must submit a written request to the President of JRSSA, which should include satisfactory medical documentation of the illness or disability.
- 2. The JRSSA Review Board, which consists of the President, Vice-President, (or Co-Presidents) and one (1) designated member-at-large known as the Sick Bank Coordinator, will make a decision within two (2) weeks.
- 3. Additional medical documentation may be requested.
- 4. All information and records will be treated confidentially.
- 5. The Association will review the Sick Bank records with the District on an annual basis.
- 6. A member of the sick bank who has been denied their request may appeal the decision.
- 7. The appeal will be reviewed by three (3) alternate JRSSA members.

APPENDIX C

GRANDFATHERED EMPLOYEES

The following employees shall be "grandfathered" to receive health insurance benefits in accordance with Section 9.1.2, sick leave benefits in accordance with Section 10.1.1, and holidays in accordance with Section 10.5, provided that they continue to work at least thirty-five (35) hours per week and at least 190 days per year. This provision shall not apply to any additional employees or future hires.

Adele Remillard

