

**Agreement**

**Between**

**New Boston School Board**

**and**

**New Boston Support Staff Association**

**July 1, 2021**

**through**

**June 30, 2024**

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## **ARTICLE I RECOGNITION**

- A.** The New Boston School Board (the “Board”) recognizes the New Boston Support Staff Association (the “Association”) as having been certified by the New Hampshire Public Employee Labor Relations Board (PELRB), pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all Paraeducators (classroom teacher aides, resource room aides, speech aides and library aides), Custodians, Lead Custodians, Kitchen Workers (including the bookkeeper), Kitchen Manager, Office Assistants, and Media/Technology Specialists employed by the New Boston School District, as certified by the PELRB.
- B.** The above section shall not prejudice either party's position in petitioning for modification of the bargaining unit before the PELRB, provided that, except for newly created positions, no petition for modification shall be effective during the current contract unless agreed upon by both parties.
- C.** Use of “staff member”, “employee”, “member of the staff”, “support staff member” shall mean a bargaining unit member. The use of “employer” shall mean the Board.

## **ARTICLE II JURISDICTION AND AUTHORITY**

- A.** The Board retains the right, subject to the provisions of this Agreement and applicable laws, to manage the school district. Such "managerial policy" shall include, but not be limited to, the functions, programs and methods of the public employer, including the use of technology, the public employees’ organizational structure, and the selection, direction, deployment and number of its personnel, so as to continue public control of governmental functions.
- B.** The parties understand that neither the Board nor the Superintendent may lawfully delegate the power or authority which, by law, is vested in them, and this Agreement shall not be construed to constitute a delegation of the power or authority of either.
- C.** It is specifically agreed that this article and the exercise of any management rights not modified by this Agreement shall not be subject to any grievances and/or arbitration proceeding as hereinafter set forth.

## **ARTICLE III EMPLOYEE RIGHTS**

- A.** Pursuant to the RSA 273-A, the Board hereby agrees that every employee shall have the right, freely, to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board will not discriminate against any employee with respect to hours, wages or in terms or conditions of employment by reason of his or her membership in the Association; his or her participation in any activities of the Association or collective negotiations with the Employer; his or her institution of any grievance, complaint, or proceeding under this Agreement.

- B.** The employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, color, religion, marital status, national/ethnic origin, age, sex, sexual orientation, disability, or place of residence. The Board recognizes that employees are protected by laws of the State of New Hampshire and the United States.

#### **ARTICLE IV ASSOCIATION RIGHTS**

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- A.** Special conferences for important matters will be arranged between the Association and the designated representative of the Board upon request of either party. Such meetings shall be between at least two representatives of the Association and two representatives of the Board.
- B.** The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mails to distribute Association materials.
- C.** The Association shall have the right to use school facilities for meetings and school equipment, including duplicating equipment, computers and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for the proper operation of all such equipment.
- D.** Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations or staff responsibilities.
- E.** Association officers or their designees, during working hours and without loss of time or pay, may represent employees and investigate and present grievances to the employer, provided it does not unreasonably interfere with regularly scheduled work.
- F.** The Association shall be given an opportunity to make announcements at appropriate times during faculty/staff meetings at the discretion of the principal.

#### **ARTICLE V PAYROLL DEDUCTIONS**

- A.** The Board agrees that upon receipt of written authorization thereof, signed by a staff member covered by this Agreement, the Board will deduct from the regular wage check of such Staff Member an amount specified by the Association to provide payment of dues for membership in the New Boston Support Staff Association, NEA-New Hampshire. When practicable, such deductions shall begin during the first pay period in September, and conclude with the last pay period in June. An election for dues deduction under this Agreement shall continue during the course of this contract, unless notice is given to

terminate not less than 15 days prior to the end of the fiscal year. The Association shall be promptly notified of any such withdrawals.

- B.** The Board agrees, based on administrative capacity, to deduct from employees' regular wage check, authorized moneys to be timely transmitted to a reasonable number of annuity companies, credit unions, banks and charitable organizations, such as the United Way.

## **ARTICLE VI BACKGROUND CHECKS**

The District shall pay the actual fee charged for any federal or state criminal background check required by law.

## **ARTICLE VII PROBATIONARY PERIOD**

All newly hired or newly appointed employees must serve a probationary period of ninety (90) days of actual work from the date of hire.

During the probationary period, the probationary employee will be eligible for all benefits provided to other employees in that employee's job classification, starting from the date of hire, except that a probationary employee may be terminated without cause.

## **ARTICLE VIII CLASSIFICATION OF EMPLOYEES**

Members of the bargaining unit shall be classified in one the following four (4) categories:

1. Full-time Calendar Year (FTCY) are those employees who are employed to work fifty-two (52) weeks a year and whose normal work week is forty (40) hours or more.
2. Part-time Calendar Year (PTCY) are those employees who are employed to work fifty-two (52) weeks a year and whose normal work week is less than forty (40) hours.
3. Full-time School Year (FTSY) are those employees who are employed to work during the school year, and whose normal work week is thirty-five (35) hours or more.
4. Part-time School Year (PTSY) are those employees who are employed to work during the school year and whose normal work week is less than thirty-five (35) hours.

Economic benefits for part-time bargaining unit members shall be calculated on a pro-rata basis based on the number of hours they work in a normal five (5) day week. Part-time employees must work at least 20 hours per week to be eligible for pro-rata benefits. The benefits that will be pro-rated will be sick days, personal days, bereavement, and in the case of calendar year employees, vacation and holidays. Part-time bargaining unit members shall be entitled to insurance benefits under Article XIV if they are regularly scheduled to work twenty-eight (28) or more hours per week.

## **ARTICLE IX BARGAINING UNIT SENIORITY**

For purposes of seniority, bargaining unit employees shall be grouped into one of the following classifications:

1. Custodians
2. Lead Custodians
3. Paraeducators (Certified and non-certified)
4. Kitchen Workers
5. Kitchen Manager
6. Office Assistant
7. Media / Technology Specialist

Seniority shall be defined as the total length of employment within any one of the above classifications, beginning on the first day of work in the classification. If the staff member works more than half of his/her normal work days in any year in which there is a leave, he/she shall be given seniority credit for that year. All accrued seniority shall be lost upon termination of employment, unless such termination is caused by a layoff pursuant to Article XIX - Reduction In Force, of this Agreement.

Part-time school year and part-time calendar year employees working fewer than twenty (20) hours per week, shall earn seniority on a pro-rata basis determined by the number of hours actually worked in a year, prorated against a standard work year for full time employees. The standard work year for full time employees is determined to be as follows:

Calendar Year Employees:	Two Thousand Eighty (2080) Hours
School Year Employees:	One Thousand Two Hundred Sixty-seven (1267) Hours – Seven hours multiplied by 181 contract days

If a bargaining unit member transfers from one classification to another while employed as a bargaining unit member, previously accrued and accumulated benefits, if any, such as sick leave, shall be transferred to the new classification.

## **ARTICLE X WORKING CONDITIONS**

### **A. Duty Free Lunch**

Each member of the support staff who works more than 4 hours in a day, shall receive a daily 20 minute duty-free lunch period, except in cases of emergency.

### **B. Duties**

All duties will be assigned to support staff members in a fair and equitable manner within their employee classification.

### **C. Discipline**

Normally, disciplinary action will be handled in the following order:

- a) Verbal warning
- b) Written warning
- c) Suspension, without pay
- d) Discharge

No disciplinary action will be taken unless there is evidence to support the action. The specific grounds forming the basis for this discipline will be made available to the employee in writing, upon request.

Any staff member shall be entitled to have present a representative of the Association during any meeting at which disciplinary action is reasonably likely to be discussed. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. If, however, the safety, health and/or welfare of students and/or staff is of concern, the administration may take immediate action without an Association representative present.

#### **D. Personnel Files and Complaints**

Support staff shall be allowed to examine the contents of their personnel files at a time that is mutually agreeable to the individual and the administrator within a reasonable time (normally not to exceed 2 business days) of the request. No material regarding support staff performance shall be placed in the employee's file without submitting a copy thereof to the individual. Bargaining unit members shall be entitled to a copy of any material in their file, with the exception of pre-employment materials, which are excluded from the purview of this agreement. A bargaining unit member shall have the right to attach a written rebuttal to any material in his/her file. No complaints determined by the administrator to be unsubstantiated shall be placed in an individual's file. No complaint shall be placed in the employee's file or used to evaluate or discipline said employee unless the complaint shall have been reduced to writing and the employee given an opportunity to respond to same.

#### **E. Evaluation**

The parties recognize and acknowledge that evaluation of the employee is the responsibility of management. Without waiving its right to claim that evaluation is not a required subject of bargaining, the Board agrees that bargaining unit members will be timely informed of any evaluation policy or procedures and forms used by the New Boston School District. A bargaining unit member will be given a copy of any evaluation with the right to respond in writing within 10 working days of the evaluation.

Any evaluation shall include specifics forming the basis for the conclusion stated. A bargaining unit member is entitled to have a representative present with him/her during any meeting to discuss the evaluation. The contents of an evaluation are not subject to the grievance procedure of this contract.

If, in the opinion of the administration, a deficiency in performance exists that could result in termination of employment, the staff member shall be notified in writing by the administration. The administration shall clearly state the deficiency, provide specific

suggestions for correction and allow a reasonable amount of time (normally thirty school days, depending on the nature of the deficiency) for the staff member to correct said deficiency except in cases involving the health, safety, or welfare of students or staff.

The immediately preceding paragraph shall not be subject to the grievance procedure in the non-renewal of a probationary staff member.

**F. Shortened Workday**

If the Board shortens the workday due to inclement weather or other emergencies, members of this bargaining unit shall suffer no loss in pay from their normal workday. The administration will annually notify staff of expectations regarding late arrival/early dismissal due to a shortened workday.

**G. Lengthened Work Day**

During school years with multiple school cancellations, the Board may vote to extend the individual school days to allow for an earlier last day in June. If this happens, the Board will give bargaining unit members as much notice as possible. If someone is unable to extend their hours, they should communicate with the Principal immediately to find alternate ways to make up those missed hours through other work performed (as determined by Administration).

1. Sick time will be deducted to reflect any such increase in scheduled hours.
2. Other paid leave (personal or bereavement) will be deducted as a single day.

## **ARTICLE XI COMPENSATION**

**A. Professional Development Stipend**

If, during the staff member's recertification period, s/he accumulates at least one hundred fifty (150) clock hours of staff development / professional development activities for recertification, s/he shall be paid a stipend of two hundred fifty dollars (\$250). This language applies to certified paraeducators only.

**B. Annual Wages**

The basic wages of staff members covered by this Agreement are set forth in Appendix A and Appendix B attached to and incorporated in this Agreement.

If the staff member works half or more of his/her normal work days/hours in any contract year, s/he shall be given credit on the wage schedule for that year.

Paraprofessionals assigned to work with a 1:1 student that requires intensive care shall be paid a \$2.00 hourly differential. If the student is absent or the staff member is absent, the differential will not be paid. Further, the differential shall only be paid on hours working with the student (i.e. not on professional development or teacher workshop days). Paraprofessionals covering full day for a staff absent will be paid the differential for those hours worked.

Intensive care students will include those with significant physical, behavioral, and/or medical needs. Examples of these needs may include, but are not limited to:

- Physical (assistance with toileting students in grades K-6)
- Behavioral (students who physically act out, or otherwise behave in an unpredictable physical manner)
- Medical (tube feeding, seizures, catheterization)

It will be at the sole discretion of Administration to determine which assignments qualify for the differential in pay. Further, Administration, in consultation with the Special Education Team at the time of an IEP development and or review meeting, may determine that the assignment no longer qualifies for the stipend based on student progression or other factors that would make the assignment no longer meet the intensive care criteria.

The most qualified person will be assigned to work with each such student, with preference given to those who have RBT or other pertinent certifications. Assignments will be made at the sole discretion of Administration who will take into consideration Paraprofessional preferences, skills, qualifications and overall fit.

If a Paraprofessional would like to be considered for an intensive care student assignment, they must send an email annually to the Special Education Facilitator by May 1<sup>st</sup>. Each Paraprofessional will either be, added to the list of “qualified” Paraprofessionals or directed to pursue additional professional development and/or experience that will help them qualify. Intensive care student 1:1 assignments will rotate annually amongst qualified Paraprofessionals.

#### **C. Initial Wage Determination**

Placement on the schedule shall be determined by the administration based upon education, preparation and related experience of all new hires. Employees shall be given credit for all related experience which will be outlined on the step placement worksheet when being placed on the schedule. Each new hire and interviewing administrator will have the opportunity to sign off on their new hire rate of pay to confirm all eligible credits have been applied.

Two years of credit will be given for a conferred Bachelor’s degree and three years of credit for a conferred Master’s degree. No new employee shall be placed on the wage schedule at a level higher than that of a current employee with the same level of preparation or related experience.

#### **D. Extended School Year (Summer Program)**

Bargaining unit members may be offered the opportunity to work during the summer program (ESY) at an hourly rate of \$15/hour.

#### **E. Recognition of Service**

Upon resignation or retirement, the employee shall be eligible for the following recognition benefit based on cumulative service to the New Boston School District:

Ten through Fourteen years service	=	\$500
Fifteen through Nineteen years service	=	\$1,000
Twenty through Twenty-four years service	=	\$1,500
Twenty-five or more years service	=	\$2,000

Approved leaves shall not be considered a break in service. If the staff member works half or more of his/her normal work days/hours in any contract year, s/he shall be given credit for that year.

Such recognition benefit will not apply if termination is a result of just cause.

#### **E. Service to District**

Employees to whom this Agreement applies and who have more than 10 years of completed and cumulative service in the District will receive the following annual stipend in addition to their regular wages as determined by the grid schedule, payable in one lump sum payment upon the accrual of the stipend at the beginning of each year of this Agreement (payable in the employee's first pay of the year):

Eleven through Fifteen years:	\$525
Sixteen through Nineteen years:	\$787.50
Twenty or more years:	\$1,312.50

If the staff member works half or more of his/her normal work days/hours in any contract year, s/he shall be given credit for that year. Such cumulative service shall include all complete years the employee worked for the District, notwithstanding any service interruptions other than termination for cause. The bargaining unit employees listed in Appendix C to this Agreement do not fall within the salary grids in Appendix A but also do not currently qualify for the Service to District stipend given their years of service to the District. Each such employee shall receive not only the cost of living adjustment provided for under this Agreement, if any, but also the stated stipend as provided in Appendix C until s/he becomes eligible for a Service to District stipend, as provided above. No new or additional employees shall be added to Appendix C. As to all of the foregoing, the stipend of any non-full-time bargaining unit employee shall be prorated.

#### **F. Certification of Non-Certified Paraprofessional**

If a non-certified paraeducator anticipates that s/he will become certified at any time during the following school year, s/he must notify the administration of her/his intentions by October 1<sup>st</sup> of the school year prior to the school year during which s/he expects to become certified. Upon certification, her/his pay rate will change to the certified paraeducator rate effective the first pay period following proof of certification. If notification is not made prior to October 1<sup>st</sup>, the employee will be ineligible to move to the certified paraeducator track until the September of the subsequent school year.

For example, if a non-certified paraeducator plans to be certified during the 2018-2019 school year s/he must notify the district prior to October 1, 2017. If s/he plans to be certified during the 2019-2020 school year, s/he must notify the district prior to October 1, 2018. If s/he plans to be certified during the 2020-2021 school year, s/he must notify the district prior to October 1, 2019.

**G. Grants**

Work done under a New Boston School District grant will be paid at the rate specified in the grant or, if no rate is specified, at the regular hourly rate.

**H. Field Trips & Mileage Reimbursement**

Any member of the bargaining unit required to travel on a field trip or camp trip as a part of their employment with the District, shall receive the IRS rate for all miles traveled in their personal vehicle when required and be compensated for their work as follows:

\*Employees shall be compensated at their regular rate of pay for all time spent working while away from the District.

\*If an employee is asked to work a field trip that extends beyond the normal work day, said employee shall have the right to refuse.

**I. Committees**

Any member of the bargaining unit who is directed to serve on a committee sponsored by the school district whose work extends beyond the regular work day or takes place on a non-workday shall be compensated for such work at his/her regular rate of pay.

**J. After-School/Evening Assignments**

Any member of the bargaining unit who is directed by the school administration to participate in after-school or evening events with a student(s) shall be paid at their regular rate of pay for such activities.

## **ARTICLE XII SUBSTITUTE COVERAGE**

**A. Paraeducators**

From time to time, the administration may ask members of the bargaining unit to fill in for classroom teachers as substitute teachers for the day. The administration reserves the right to determine who will be asked to fill in as substitute. If a member of this bargaining unit is asked, and on a voluntary basis agrees to fill in as a substitute for a teacher, s/he will be paid thirty-five dollars (\$35) per full day or \$17.50 for half day assignments in addition to her/his regular rate of pay. The employee who is covering for an absent teacher shall have a guaranteed duty-free lunch plus another fifteen (15) minute break sometime during the day. The employee shall notify the administration if a conflict exists concerning the coverage of their own previously assigned duties. If a paraeducator is asked to provide coverage for a teacher during the school day for a meeting, the time providing coverage will be accumulated by full half hour increments of coverage to the half day accumulation and will then be paid the half day amount. Increments of coverage less than 30 minutes will not be accumulated.

**B. Custodial**

When a custodian is absent from work for more than three (3) consecutive days, a substitute will be hired if reasonably possible, to fill in for her/him to perform the regular duties of said absent custodian.

**C. Kitchen Staff**

When a member of the kitchen staff substitutes for the Kitchen Manager, said staff member will be paid an additional thirty-five dollars (\$35) per day or \$17.50 for half day for said substitution in addition to his/her regular pay for that day. If a member of the kitchen staff is asked to provide coverage during the school day for less than a half day, the time providing coverage will be accumulated by full half hour increments of coverage until a half day is accumulated and will then be paid the half day amount. Increments of coverage less than 30 minutes will not be accumulated.

**ARTICLE XIII  
CERTIFICATION AND PROFESSIONAL DEVELOPMENT**

**Certification**

The fee charged to a Paraeducator for DOE certification or re-certification as a Paraeducator or Teacher will be reimbursed up to eighty dollars (\$80). The employee shall notify the District in writing in advance of the need to make this payment.

If certification for Paraeducators becomes mandatory at some point in the future, uncertified Paraeducators, currently employed by the district at the time certification becomes mandatory, will be given an opportunity to obtain the certification at no cost to the employee, one time. If said employee is unable to meet the criteria the first time the opportunity is offered at no cost, and if no other “in-district” opportunities to receive said certification are available, subsequent efforts to obtain certification will be the responsibility of the employee.

Uncertified Paraeducators who do not become certified within two (2) years following the year in which certification becomes mandatory, will be terminated, unless otherwise provided by law.

**Professional Development**

Each member of the bargaining unit shall be entitled to one (1) day per year of paid professional development leave for attending courses, workshops or conferences provided the purpose is consistent with the employee’s job responsibilities or established goals. The use of professional development leave shall be subject to prior approval by the Superintendent or her/his designee. Additional professional development leave days may be granted at the discretion of the Superintendent or her/his designee, with or without pay.

The Employer shall not be obligated to expend more than \$5,000 in each fiscal year of the Agreement, or more than \$300.00 per bargaining unit member in each fiscal year, for approved conferences, workshops, course reimbursement and travel expenses. Such expenses will be reimbursed within thirty (30) calendar days after submission of expenses to the principal.

Support staff personnel authorized by the administration to attend staff development programs shall be paid at their regular hourly rate for the time involved in attendance at said event, up to fourteen (14) hours each school year.

## **ARTICLE XIV BENEFITS**

### **A. Health Insurance**

The AB SOS plan is the driver plan for purposes of calculating the district's contribution to health care costs. The district will pay ninety percent (90%) of the cost of a single and eighty-one percent (81%) of a two-person or family plan under the driver plan. If participants elect a health care plan other than AB SOS, district contributions to that plan will be equal to the cost of the same coverage election (single, two-person, or family plan) under the driver plan.

The bargaining unit may permit voluntary (versus plans no longer being offered) changes to health benefits offered by the employer at any time, but only with an affirmative vote from the bargaining unit itself.

If the current driver plan exceeds the premium thresholds that would trigger the so-called 'Cadillac tax' in any year during this agreement, the parties agree to exchange proposals limited to identifying a health insurance plan that complies with the Affordable Care Act and that does not result in the imposition of the so-called 'Cadillac tax'. No later than February 15, of that year, the parties agree to exchange proposals limited to identifying a health insurance plan that complies with the Affordable Care Act and that does not result in the imposition of the so-called 'Cadillac tax'. If the parties are not able to agree on one of these two proposed plans, the plans will be submitted to binding arbitration no later than April 1, of that year with a mutually acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the NH PELRB will select. After hearing from both parties, the arbitrator will choose one of the two proposed plans by May 1, of that year and that plan will be implemented on July 1, of that year. If the Union fails or refuses to participate in this process, the Employer will be permitted to unilaterally implement its proposed plan to avoid imposition of the so-called 'Cadillac Tax'. The District shall contribute 90% of the yearly premium cost for the Single Plan and 81% of the Two-Person or Family Plan. This plan will be the driver plan offered by the District effective July 1, of that year.

Upon retirement, an employee may continue participation in a group plan until eligibility for Medicare to the extent authorized and allowed by the insurance company carrier. The employee shall be responsible for payment of the premium.

### **B. Dental Insurance**

The District shall contribute to the cost of any employee's dental insurance coverage in an amount equal to 80% of the then-current cost of a single premium plan for the Northeast Delta Dental plan with the following coverage (Plan II), irrespective of the coverage level selected by the employee:

Coverage A Diagnostic/Preventive =100%  
Coverage B Basic =80%  
Coverage C Major =50%

**C. Life Insurance**

The Board shall provide a term life insurance policy for each employee, with a face value of \$20,000.

**D. Long Term Disability Insurance**

The Board shall provide a long term disability policy for each employee. The policy shall pay 66 2/3% of monthly wages, up to a maximum of \$2,500 per month to age 70, with a ninety (90) day waiting period.

**ARTICLE XV  
VACATIONS**

The District reserves the right to accrue time in either daily or hourly increments at the amounts listed below for the most efficient processing of leave accruals.

**A. Full time calendar year employees covered by this Agreement shall earn vacations as follows:**

One (1) week after one (1) year of employment;  
Two (2) weeks after two (2) years of employment;  
Three (3) weeks after five (5) years of employment; and  
Four (4) weeks after ten (10) years of employment.

Vacation hours will be earned and accrued each pay period, at the rates shown above. Vacation can be taken when it is available. Employees will not be paid for any vacation hours taken that exceed the available vacation hours.

Vacation days must have the prior approval of the Superintendent of Schools. When requesting approval for vacation time, employees should consider the time of year the request is being made for and the impact the absence would have on school operations. As much advance notice as possible should be given for all vacation requests.

Vacation days expire on July 1 each year, however five (5) days of vacation may be carried into the next year but must be used by August 31st. Those days that have been carried over will be used first as the employee takes vacation. Requests made for these days between July 1<sup>st</sup> and August 31<sup>st</sup> shall not be denied as long as they do not interfere with suitable coverage for school operations.

**B. Upon termination of employment, any earned vacation shall be paid within 30 days of termination date.**

**C. If a member of the bargaining unit who is working for the District as a bargaining unit member in a capacity other than as a full-time calendar year employee accepts employment as a full-time calendar year employee, that bargaining unit member shall, for the purpose**

of determining vacation entitlement, receive credit for work performed as a bargaining unit member other than as a full-time calendar year employee based on the following formula:

The bargaining unit employee moving to the full-time calendar year position shall be given credit for one (1) year of full time service for every two (2) full years that said employee worked in a PTCY, FTSY, or PTSY position.

## **ARTICLE XVI HOLIDAYS**

### **A. Full Time Calendar Year Employees**

Full time calendar year employees and part time calendar year employees shall be paid for the following holidays. If the holiday falls on a Saturday or Sunday, then the holiday will be either the Friday prior to or the Monday following the actual holiday.

Labor Day	Christmas Day
Veterans Day	New Year's Day
Thanksgiving Day	Civil Rights Day*
Day After Thanksgiving	Memorial Day
Day Before Christmas	Independence Day

\* For years when Civil Rights Day is a workday, employees eligible for this holiday will be entitled to a floating holiday, to be taken on a date mutually agreed upon by the employee and the administration.

### **B. School Year Employees**

There will be four (4) paid holidays for school year employees:

Thanksgiving Day  
Christmas Day  
New Years Day  
Memorial Day

## **ARTICLE XVII LEAVES**

If the staff member works more than half of his/her normal work days in any year in which the leave is effective, he/she shall be given credit on the wage schedule for that year. The District reserves the right to accrue time in either daily or hourly increments at the amounts listed below for the most efficient processing of leave accruals.

### **A. Sick Days**

Each staff member shall accrue sick days at the rate of one and one-quarter (1.25) days per month cumulative to ninety (90) days. Sick days shall be available for use in case of illness, injury or disability for the staff member and any member of her/his household. Sick days may be taken in 30 minute intervals.

Up to ten (10) days of the aforementioned sick days shall be available for use in the case of illness, injury or disability of the staff member's non-household parents or children. Sick days taken prior to its accrual will not be paid.

### **Sick Leave Bank**

The Board agrees that the Association may establish a Sick Leave Bank (Bank) to cover bargaining unit members in the event of a long-term illness. The Bank shall be administered by a committee composed of three (3) members of the Association appointed by the President, hereinafter called the Administrative Committee. The Administrative Committee will notify District administration of days withdrawn from the Bank and to whom the days are granted

Each bargaining unit member wishing to participate in the Bank agrees to donate two (2) sick leave days accrued in a one year period to be deposited in said Bank, such days to be deducted from the bargaining unit member's annual sick leave.

Bargaining unit members may enroll as soon as they have two sick leave days to contribute. The month of October of each year shall be a new enrollment period. The Administrative Committee shall inform the Superintendent in writing of the members wishing to participate by November 1 of that year. Sick days in the Bank shall accrue from year to year to a maximum of one hundred (100) days after which additional donations shall not be required until the bank drops below fifty (50) days.

A bargaining unit member shall become eligible to request benefits from the Bank after exhausting all personal and sick leave days. Approval of such requests shall be made at the discretion of the Administrative Committee.

The Association shall indemnify, defend, and hold harmless the Board and all of its agents and employees against any and from all claims, demands, suits, legal costs or other forms of asserted damage or liability (monetary or otherwise) arising out of or relating in any way to the operation of the Bank, including without limitation claims relating to FMLA, the tax code or law, federal or state, or any other law, common or statutory.

## **B. Bereavement Days**

The employee shall be granted a maximum of four (4) paid bereavement days per year for death in the immediate family. This shall be interpreted to include the spouse, domestic partner, the employee or spouse's mother, father, brother, sister, natural born, adopted, or foster child, grandchildren, grandparents, step-parents, step-siblings, step-children and children under legal guardianship. The employee may take one (1) of the four (4) paid days per year to attend the funeral of any close friend or relative, upon approval of the Superintendent or designee. Additional paid leave for the death of persons of some other relationship to the employee may be granted by the Superintendent of Schools. Unused funeral/bereavement leave shall not be cumulative.

## **C. Personal Days**

At the beginning of every school year, each employee shall be credited with two (2) paid days to be used for the employee's unavoidable personal business or personal affairs which cannot be conducted other than during the employee's work day. Personal Days may be used in half-day increments at the Principal's discretion. Any employee planning to use a personal business day shall notify her/his supervisor at least three days in advance, except in cases of emergency. The employee shall not be required to reveal the purpose of such leave, except in the circumstances described below or when requesting a half-day. Personal days may not be taken on the day immediately preceding or succeeding a holiday or vacation, except by prior approval of the Superintendent of Schools which shall be granted if the purpose for the day is a legitimate personal business reason.

**D. Jury Duty**

Any employee required to serve on jury duty shall be granted leave with pay. The employee shall not be required to use another category of leave. Any fees, excluding mileage, received by the employee for jury service on a work day will be reimbursed to the District.

**E. Association Leave**

Subject to verification by the Association President, the bargaining unit shall be entitled to two (2) days per year of paid leave for Association business.

**F. Family Leave**

If not eligible for leave under the Family and Medical Leave Act (FMLA), or if such benefits have been exhausted, a staff member may make written request to the Administration, to be granted up to one (1) year of unpaid leave for purposes of family care. Family shall be defined as a staff person's parent, spouse, domestic partner, and natural born or adopted child. Consideration will also be given for leave requested to care for step-parents, step-children, and children under legal guardianship. Where possible, the staff member shall give the notice required under the Family and Medical Leave Act informing the District of both the anticipated starting and ending dates of such leave. If the leave request is approved, the District and employee will agree to the start and end dates. However, the District reserves the right to coordinate the end date of the leave with either the first day of a school year or the first day of the second semester. Upon return, the staff member shall retain all previously accrued benefits, including sick leave, time in service and seniority.

The staff member, at her/his expense, may continue participation in the District's health and dental insurance programs during the time s/he is out on family leave.

**G. Other Leaves**

Further leave, paid or unpaid, may be granted at any time by the Board or its designee upon such terms and conditions as the Board may determine. For leaves granted under this section of one year or less in duration, employees shall retain all previously accrued benefits, including sick leave and seniority.

## **ARTICLE XVIII VACANCIES, TRANSFERS AND ASSIGNMENTS**

- A.** Notice of any bargaining unit vacancies (including newly created positions) shall be posted on the district employment web page for at least five (5) working days prior to the deadline for application. On the same day, an email shall be sent to all bargaining-unit members with a copy to the President of the Association. The posting shall state the position to be filled, qualifications required, starting date and other relevant terms of employment. This Section is not to be construed as a guarantee that all open positions will go only to existing bargaining unit employees, nor that the employer is prohibited from advertising the position externally. The need to provide a stable environment for students and support staff will be the overriding concern.
- B.** When a new Support Staff member is hired, the Union President will be notified within five (5) work days or as soon as reasonably possible.
- C.** Support staff members who are interested in a different assignment for the next school year may make known their interest by submitting a written statement to the Principal on or before May 1st.
- D.** Employees shall be given initial written or verbal notification of their assignment by August 15<sup>th</sup> of the new school year. It is understood that this assignment may be changed to meet the needs of the District. However, if a transfer or reassignment is necessary, the employer will first seek volunteers who are qualified. Involuntary transfers are to be avoided if reasonably possible. Any staff member involuntarily transferred may resign his/her position without prejudice.

## **ARTICLE XIX REDUCTION IN FORCE**

- A.** The Association agrees that the Board has the right to determine if there should be a layoff due to lack of funds or work. If it becomes necessary to reduce the number of bargaining unit members through a layoff, the Superintendent will make every reasonable effort to effect such a reduction by attrition. In the event of any such layoff, the affected employee(s) will have the right to take the position of the least senior employee in the affected job classification provided that the affected employee's seniority is greater than that of the least senior employee at issue, the affected employee meets the minimum qualifications for the position, and the performance expectations for the affected employee's current position have been met. (Note: When performance standards for every position in the bargaining unit have been developed, the word "expectations" in the preceding sentence shall be replaced with the word "standards.")
- B.** Support staff members shall be recalled in reverse order of layoff for any open position within the classification in which the layoff occurred.

  - 1.** Laid off support staff members shall be eligible for recall for a fifteen (15) month period following their final date of employment.

2. Support staff members shall be responsible for notifying the Superintendent, in writing, of their current address. Recall notices shall be mailed, certified, return receipt requested to the address on file at the Superintendent's office.
3. Support staff members shall have twenty (20) calendar days to respond to any recall notice. Failure to accept recall shall terminate the support staff members' rights under this article.
4. Support staff members who are recalled shall retain previously accumulated benefits, including seniority and sick leave.

## **ARTICLE XX RETIREMENT**

All employees meeting the eligibility requirements of RSA 100-A shall be covered under the New Hampshire Retirement System. Additional benefits regarding Retirement can be referenced in Recognition of Service and Health Insurance.

## **ARTICLE XXI GRIEVANCE PROCEDURE**

### **A. Definition**

A "grievance" is a complaint by a staff member or members, or the Association, that there has been a violation, misapplication or misinterpretation of any provision of this Agreement. All time limits in this Article shall mean calendar days. If the deadline falls on a Saturday, Sunday or legal holiday, it shall be effective the next working day.

### **B. Purpose**

The parties acknowledge that it is more desirable for a Staff Member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances, which are not satisfactorily settled in an informal way, shall be reduced to writing and referred to the following formal grievance procedure.

### **C. Right of Representation**

A Staff Member covered by this agreement shall, under this Article, have the right to have an Association representative present at any time, subject to his/her requesting such representation. The unavailability of any particular individual shall not cause unreasonable delay in grievance processing and/or investigation.

### **D. Time Limit**

A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days of its occurrence.

## **E. Formal Procedure**

**Level 1:** Within seven (7) days of receipt of a formal grievance, the building principal shall meet with the aggrieved Staff Member. Within seven (7) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to level 2 within seven (7) days of the receipt of any answer given at this level.

**Level 2:** Within seven (7) days of a grievance being referred to this level, the Superintendent or designee will meet with the participants of Level 1 and examine the facts of the grievance. The Superintendent shall give his/her written answer within seven (7) days of any such meeting. If the grievance is not settled at this level, then within seven (7) days from receipt of the answer rendered at this level the grievance may be referred to Level 3, the Board.

**Level 3:** Within fourteen (14) days of a grievance being referred to this level, the Board will hold a hearing with the participants and examine the facts of the grievance. The Board will thereafter, within fourteen (14) days of such hearing, give its answer, in writing. If the grievance is still not settled, the matter may be referred to arbitration by the Association as set forth in Level 4 of this procedure.

**Level 4:** If the matter is referred to arbitration, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to do so within fourteen (14) days of the Association's request for arbitration, then either party shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, including matters of procedural and substantive arbitrability, but he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a written decision to both parties. The parties agree to share equally in the compensation and expenses of the arbitrator. The arbitrator's decision shall be advisory on both parties. Nothing contained herein shall be construed to deny to either party the right to take action under RSA 273-A:5, I.(h), A: 5, II.(f) and RSA 273-A:15.

- F.** Time periods specified in this procedure may be extended by mutual agreement.
- G.** Grievance(s) involving decisions by the Superintendent or the Board may be submitted by the Association to Level 2.
- H.** Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- I.** The parties agree that staff members covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal for participating in any grievance proceeding.
- J.** Grievances shall not be made a part of any employee's personnel file or used in making employment references.

## **ARTICLE XXII NEGOTIATIONS PROCEDURE**

1. On or before the second Tuesday of September of any year preceding the expiration date of this Agreement, either party may notify the other party, in writing, of its intent to negotiate terms of a successor agreement. Within 14 days of the receipt of the notice the parties will schedule a time to meet to negotiate the terms of a successor agreement.
2. The parties agree to negotiate according to the procedures set forth in RSA 273-A, and that such negotiations will be in good faith. Each party shall make proposals, counter proposals and exchange data in an effort to reach an accord on all issues raised with respect to terms and conditions of employment.
3. Any Agreement reached shall be reduced to writing and signed by the Board and the Association.
4. If any Agreement is not reached by December 1 preceding the termination date of any year, either party may declare an impasse pursuant to RSA 273-A: 12.
5. Either party may, if it desires, utilize the services of outside consultants.
6. It is recognized that any Agreement between the parties is subject to funding by the voters of New Boston. If adequate funding is not approved, the parties agree to reopen negotiations in accordance with RSA 273-A.

## **ARTICLE XXIII SEVERABILITY**

If any provision of this Agreement is found to be contrary to law, then such provision will not be deemed valid except to the extent permitted by law; provided, however, that all other provisions of this Agreement will continue in full force and effect. The parties shall promptly renegotiate the subject matter relating to any provision found contrary to law.

## **ARTICLE XXIV EFFECT OF AGREEMENT**

This Agreement represents the entire understanding of the parties hereto and may not be modified in whole or in part, except pursuant to the provisions of RSA 273-A and by an instrument in writing duly executed by both parties.

## **ARTICLE XXV PEACEFUL RESOLUTION OF DIFFERENCES**

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means. Therefore, during the life of this Agreement, the Association will not sponsor nor support any strike or concerted refusal to perform work

required of employees in this bargaining unit; nor, shall the Board engage in any form of lockout against employees covered by this Agreement.

## **ARTICLE XXVI DURATION**

This Agreement will be effective as of July 1, 2021 and will continue and remain in full force and effect until June 30, 2024.

## **ARTICLE XXVII SIGNATURES**

### **For the Association:**

*Shayna Bernard* Date: 06 / 22 / ...  
Shayna Bernard, President

*Patrick O'Brien* Date: 06 / 22 / ...  
Patrick O'Brien, Vice-President

### **For the Board:**

*Kary Jencks* Date: 06 / 21 / ...  
Kary Jencks, Chairperson

## APPENDIX A

2021-2022 Wage Grid - Off Grid gets 3% COLA														
Track	Steps ->	1	2	3	4	5	6	7	8	9	10	11		
	1 Kitchen Workers	\$ 11.32	\$ 11.67	\$ 12.03	\$ 12.39	\$ 12.77	\$ 13.14	\$ 13.50	\$ 13.92	\$ 14.37	\$ 14.79	\$ 15.09		
	2 Custodians	\$ 14.79	\$ 15.08	\$ 15.38	\$ 15.70	\$ 16.00	\$ 16.32	\$ 16.65	\$ 16.99	\$ 17.33	\$ 17.66	\$ 18.01		
	3 Lead Custodians	\$ 15.29	\$ 15.61	\$ 15.92	\$ 16.24	\$ 16.56	\$ 16.89	\$ 17.24	\$ 17.57	\$ 17.93	\$ 18.29	\$ 18.66		
	4 Office Assistant	\$ 13.85	\$ 14.12	\$ 14.42	\$ 14.71	\$ 14.99	\$ 15.31	\$ 15.61	\$ 15.93	\$ 16.25	\$ 16.57	\$ 16.90		
	5 Paraeducator - Certified	\$ 13.83	\$ 14.11	\$ 14.38	\$ 14.68	\$ 14.97	\$ 15.26	\$ 15.57	\$ 15.88	\$ 16.20	\$ 16.52	\$ 16.85		
	6 Paraeducator - Non-Certified	\$ 12.38	\$ 12.63	\$ 12.87	\$ 13.13	\$ 13.39	\$ 13.66	\$ 13.93	\$ 14.21	\$ 14.48	\$ 14.79	\$ 15.09		
	7 Kitchen Manager	\$ 16.15	\$ 16.56	\$ 17.00	\$ 17.45	\$ 17.90	\$ 18.33	\$ 18.77	\$ 19.21	\$ 19.64	\$ 20.09	\$ 20.49		
	8 Media / Tech Specialist	\$ 17.96	\$ 18.31	\$ 18.67	\$ 19.05	\$ 19.43	\$ 19.83	\$ 20.22	\$ 20.62	\$ 21.04	\$ 21.46	\$ 21.89		
2022-2023 Wage Grid - Off Grid gets 3%														
Track	Steps ->	1	2	3	4	5	6	7	8	9	10	11	12	
	1 Kitchen Workers	\$ 11.43	\$ 11.79	\$ 12.15	\$ 12.51	\$ 12.90	\$ 13.27	\$ 13.64	\$ 14.06	\$ 14.51	\$ 14.94	\$ 15.24	\$ 15.54	
	2 Custodians	\$ 14.94	\$ 15.23	\$ 15.53	\$ 15.86	\$ 16.16	\$ 16.48	\$ 16.82	\$ 17.16	\$ 17.50	\$ 17.84	\$ 18.19	\$ 18.55	
	3 Lead Custodians	\$ 15.44	\$ 15.77	\$ 16.08	\$ 16.40	\$ 16.73	\$ 17.06	\$ 17.41	\$ 17.75	\$ 18.11	\$ 18.47	\$ 18.85	\$ 19.23	
	4 Office Assistant	\$ 13.99	\$ 14.26	\$ 14.56	\$ 14.86	\$ 15.14	\$ 15.46	\$ 15.77	\$ 16.09	\$ 16.41	\$ 16.74	\$ 17.07	\$ 17.41	
	5 Paraeducator - Certified	\$ 13.97	\$ 14.25	\$ 14.52	\$ 14.83	\$ 15.12	\$ 15.41	\$ 15.73	\$ 16.04	\$ 16.36	\$ 16.69	\$ 17.02	\$ 17.36	
	6 Paraeducator - Non-Certified	\$ 12.50	\$ 12.76	\$ 13.00	\$ 13.26	\$ 13.52	\$ 13.80	\$ 14.07	\$ 14.35	\$ 14.62	\$ 14.94	\$ 15.24	\$ 15.54	
	7 Kitchen Manager	\$ 16.31	\$ 16.73	\$ 17.17	\$ 17.62	\$ 18.08	\$ 18.51	\$ 18.96	\$ 19.40	\$ 19.84	\$ 20.29	\$ 20.69	\$ 21.10	
	8 Media / Tech Specialist	\$ 18.14	\$ 18.49	\$ 18.86	\$ 19.24	\$ 19.62	\$ 20.03	\$ 20.42	\$ 20.83	\$ 21.25	\$ 21.67	\$ 22.11	\$ 22.55	
2023-2024 Wage Grid - Off Grid gets 3%														
Track	Steps ->	1	2	3	4	5	6	7	8	9	10	11	12	13
	1 Kitchen Workers	\$ 11.54	\$ 11.91	\$ 12.27	\$ 12.64	\$ 13.03	\$ 13.40	\$ 13.78	\$ 14.20	\$ 14.66	\$ 15.09	\$ 15.39	\$ 15.70	\$ 16.01
	2 Custodians	\$ 15.09	\$ 15.38	\$ 15.69	\$ 16.02	\$ 16.32	\$ 16.64	\$ 16.99	\$ 17.33	\$ 17.68	\$ 18.02	\$ 18.37	\$ 18.74	\$ 19.11
	3 Lead Custodians	\$ 15.59	\$ 15.93	\$ 16.24	\$ 16.56	\$ 16.90	\$ 17.23	\$ 17.58	\$ 17.93	\$ 18.29	\$ 18.65	\$ 19.04	\$ 19.42	\$ 19.81
	4 Office Assistant	\$ 14.13	\$ 14.40	\$ 14.71	\$ 15.01	\$ 15.29	\$ 15.61	\$ 15.93	\$ 16.25	\$ 16.57	\$ 16.91	\$ 17.24	\$ 17.58	\$ 17.93
	5 Paraeducator - Certified	\$ 14.11	\$ 14.39	\$ 14.67	\$ 14.98	\$ 15.27	\$ 15.56	\$ 15.89	\$ 16.20	\$ 16.52	\$ 16.86	\$ 17.19	\$ 17.53	\$ 17.88
	6 Paraeducator - Non-Certified	\$ 12.63	\$ 12.89	\$ 13.13	\$ 13.39	\$ 13.66	\$ 13.94	\$ 14.21	\$ 14.49	\$ 14.77	\$ 15.09	\$ 15.39	\$ 15.70	\$ 16.01
	7 Kitchen Manager	\$ 16.47	\$ 16.90	\$ 17.34	\$ 17.80	\$ 18.26	\$ 18.70	\$ 19.15	\$ 19.59	\$ 20.04	\$ 20.49	\$ 20.90	\$ 21.31	\$ 21.74
	8 Media / Tech Specialist	\$ 18.32	\$ 18.67	\$ 19.05	\$ 19.43	\$ 19.82	\$ 20.23	\$ 20.62	\$ 21.04	\$ 21.46	\$ 21.89	\$ 22.33	\$ 22.78	\$ 23.24

For each of the three years of this contract, employees who have exceeded Step 10 shall under this Wage Schedule receive only the COLA increase applicable to that year.

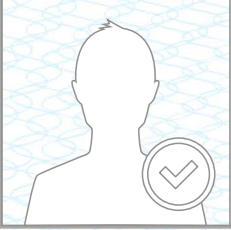


**Appendix B**  
**List of Employees to Receive Addendum Stipend**

<b>First Name</b>	<b>Last Name</b>	<b>Yrs of service as of 6/30/2021</b>	<b>2021-2022 Addendum Stipend</b>
Monika	Wright	9	\$250

# Signature Certificate

Document Ref.: FNNK8-JDNBF-SSMSD-YCEXJ

Document signed by:

	<b>Kary Jencks</b> Verified E-mail: kary.jencks@gmail.com  IP: 73.60.230.156      Date: 21 Jun 2021 16:14:06 UTC	
	<b>Patrick O'Brien</b> Verified E-mail: patrick.obrien@sau19.org  IP: 24.34.128.116      Date: 22 Jun 2021 17:36:46 UTC	
	<b>Shayna Bernard</b> Verified E-mail: shayna.bernard@sau19.org  IP: 174.242.74.127      Date: 23 Jun 2021 12:25:54 UTC	

Document completed by all parties on:  
23 Jun 2021 12:25:54 UTC

Page 1 of 1



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