



***AGREEMENT***

***BETWEEN THE***

***OYSTER RIVER EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION***

***AND THE***

***OYSTER RIVER COOPERATIVE SCHOOL BOARD***

***July 2010 - June 2013***

## OYSTER RIVER COOPERATIVE SCHOOL DISTRICT

Agreement made 5<sup>th</sup> of May 2010, by and between the School Board of the Oyster River School District (hereinafter called the "Board") and the Oyster River Educational Support Personnel Association, NEA-New Hampshire (hereinafter called the "Association").

### I. RECOGNITION

#### A. Unit

1. The Board hereby recognizes the Association as the exclusive and sole representative for all office and custodial personnel for the purpose of negotiating with the Board with respect to terms and conditions of employment as defined by NH RSA 273-A. Maintenance personnel are excluded from the unit.
2. The Association, with respect to negotiations, agrees to represent equally all office personnel and custodians without regard to membership in the Association.

#### B. Definition of Employee

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

### II. NEGOTIATION PROCEDURE

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

C. Impasse

1. Mediation

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

2. Fact Finding

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

3. Third Party Costs

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

**III. GRIEVANCE PROCEDURE**

A. Definition

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

B. Initiating and Processing a Grievance

1. A grievance, to be considered under this procedure, must be initiated by the employee within seventeen (17) calendar days (excluding school year vacations) from the time when the aggrieved knew or should have known of its occurrence.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. Level One -- Principal or Immediate Supervisor

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

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

4. Level Two -- Superintendent or Superintendent's Designee

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

5. Level Three -- School Board

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

6. Level Four -- Arbitration

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

The parties will then initiate a request for binding arbitration pursuant to the voluntary arbitration rules of the American Arbitration Association. The request for arbitration is a waiver of the right of the grievant to submit the underlying dispute to any other administrative or judicial tribunal for resolution.

C. Representation

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

D. Costs

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

E. Class Action Grievances

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

**IV. MANAGEMENT RIGHTS**

The Board and its administrative staff shall retain exclusive control of the operation of the District and except for the understanding reached within this agreement nothing shall limit the Board in the exercise of its managerial rights.

**V. EMPLOYEE RIGHTS**

- A. The Board agrees that it will not interfere with the right of an employee to become a member of the Association and agrees that there shall be no discrimination, restraint, coercion, or other interference against any employee because of membership in the Association.
- B. The Association agrees that it will not interfere with the rights of an employee not to become a member of the Association.
- C. The provisions of this agreement shall be applied to all employees without discrimination with respect to race, color, religion, sex, age, marital status, national origin, or sexual preference.
- D. An employee shall not be disciplined without just cause. An employee shall be entitled to request that a representative of the Association be present to advise/represent him/her during a conference relating to suspension or dismissal. When an employee has a representative of the Association present, the supervisor may have another administrator present.

- E. An employee shall have the right, upon request, to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review. Other examination of an employee's files shall be limited to persons authorized by the superintendent. No material shall be placed in an employee's personnel file unless the employee shall have the right to make written response or notation to any material in his/her personnel file. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the employee.

## VI. ASSOCIATION RIGHTS

- A. The Association shall have access to all information which the Board is required by law to make available to the public. Reproduction and mailing costs shall be borne by the Association.
- B. Association Representatives
  - 1. A reasonable number of employees who act as representatives of the bargaining unit shall be given a reasonable opportunity to meet with the employer or his/her representatives during working hours without loss of compensation or benefits for the purpose of collective bargaining or processing grievances.
  - 2. Representatives of the Association may transact official Association business on school property, provided that this does not interfere with normal school operations.
  - 3. Representatives of the Association shall, with seven (7) calendar days notice, be released from work for a total of not more than four (4) normal work days per year to conduct Association business provided that this does not interfere with normal school operations.
- C. The Association may use school facilities and equipment, with prior approval of the building principal, provided that the operator of such equipment has been trained in its use. The Association shall pay for materials, supplies used, and for any damage resulting from such use.
- D. Association dues shall be deducted from employees' paychecks or submission of approval forms signed by the employee to the superintendent or his/her designee.
- E. One member of the Association shall be allowed to attend the annual NEA-NH Delegate Assembly.

## VII. WORK SCHEDULE

- A. For purposes of evaluation and advancement on the wage schedule, the work year will be defined as July 1 to June 30. Individuals will be employed for that portion of the year which the administration deems necessary. (Normally this will be thirty-six (36) weeks or more.)
- B. The normal work week is Monday through Friday.
- C. The Board reserves the right to schedule working hours that best serve the District and its constituents. The work schedule in effect shall be changed only after consultation between the parties. There shall be no rotating shifts.
- D. Employees on night shifts will be given the opportunity to work days, when possible, during the school vacation periods and other times when students and staff are not in attendance, at the discretion of their supervisors.
- E. Employees will be entitled to one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon or a thirty (30) minute break in the morning if the employee's work load precludes an afternoon break. Night custodians will be entitled to one (1) fifteen (15) minute break for each four (4) hours worked. Employees scheduled to work a minimum of six (6) consecutive hours are entitled to a thirty (30) minute uninterrupted lunch break (unpaid).
- F. Substitutes

A substitute is a temporary replacement for a regular employee.

1. On school days and when available, substitutes will be provided for absent custodians.

The custodial supervisor shall maintain a list of substitutes as well as a list of employees desiring work beyond their normal schedule.

2. On school days and when available, substitutes will be provided for absent office personnel when deemed appropriate by the supervisor.
- G. Overtime work shall be awarded to full-time employees who are qualified and will be offered first to employees of the building where the overtime work occurs. The Head Custodian, in conjunction with the Director of Facilities, will schedule the custodial overtime work on a rotating basis.
  - H. Whenever an employee is called in for an emergency situation, he/she shall be paid for a minimum of three (3) hours. The three hour minimum shall not apply in the case of early calls or holdovers when the extra working time is contiguous to either the beginning or the end of the regular work day.

## VIII EVALUATION

Monitoring or observation of performance is continuous and cumulative and will form the basis of written evaluation reports. In the event of any deficiencies noted during observations, the employee shall be timely notified. Any required training shall be provided by the District. There will be at least one written evaluation annually but in no case shall there be more than one written evaluation in any thirty (30) day period. Each employee will receive a copy of any written evaluation. The employee or supervisor may request a conference regarding the evaluation. Employees will sign a statement that they have read the evaluation prior to its being placed in the personnel file and may attach comments to the evaluation report.

## IX. EMPLOYMENT STATUS

### A. Full-time Employment

Fifty-two (52) weeks per year at forty (40) hours per week (2080 hours per year) for custodians, fifty-two (52) weeks at thirty-seven and one half (37.5) hours per week (1950 hours per year) for the principal's secretary and fifty-two (52) weeks at thirty-five (35) hours per week (1820 hours per year) for other office personnel.

### B. Part-time Employment

Anything less than full time.

### C. Probationary Employment

A trial period of thirty (30) days during which an employee will have one (1) written evaluation which will serve as a basis for continued employment. Employees will not receive economic benefits during the probationary period; they may, however, choose to participate in the District's health insurance program at their own expense.

### D. Orientation

Employees new to the District shall be oriented by either a building administrator and/or Facilities Director (or their designee) to the procedures and instruments used in the evaluative process prior to their first observation.

## X. BARGAINING UNIT WORK

All bargaining unit work shall be performed by bargaining unit members; however, substitutes may be used on a temporary basis. Further, the Board may use outside contractors for construction projects or emergencies.

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

- A. All new positions or vacancies in existing positions shall be posted in a conspicuous place in each building in the District. Such positions may also be publicly advertised. Interested employees may apply in writing to the superintendent or his/her designee within five (5) days of the date of posting. The president of the Association will be notified in writing of vacancies occurring during the summer. Such positions shall be filled with the most qualified applicant in the judgment of the employer. All other things being equal, preference shall be given to current employees when filling such positions.
- B. Promotions and transfers will be determined primarily on the basis of ability and performance but shall be governed by seniority when equal qualifications exist.
- C. Whenever a transfer becomes necessary, the employee will be consulted.
- D. When an employee is assigned, on a temporary basis, by either the facilities director or business administrator to a position with a higher wage scale for a period of five (5) or more consecutive days the employee will be compensated at the higher rate.

## **XII. SENIORITY**

### Definition :

Length of actual employment within the District. Part-time service will be prorated. A break in service of more than one (1) year shall void prior seniority. A break in service does not include approved leave or time off due to illness, accident, or disability. Seniority will be maintained if the break in service is the result of a reduction in force.

## **XIII. COMPENSATION**

### A. Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached (Appendix A).

The Board shall not hire anyone at a higher step than current employees unless they have verifiable experience in the job classification for which they are hired.

### Health Insurance

It is hereby agreed by both parties that employees of the District who are employed forty-eight (48) or more weeks and who have four and one-half (4½) or more years total service in the District shall be considered full time employees for the purpose of calculating the District share of health insurance premiums.

### B. Advancement on Schedule

Employees whose performance is satisfactory shall be advanced one step on the wage schedule annually on July 1. In order to be eligible for such step advancement, the employee must have been hired on or before January 1 of the current school year.

### C. Overtime

Employees shall be compensated at a rate of one and one-half (1 1/2) times their regular hourly rate for required work in excess of forty (40) hours per week. Any full-time employee required to work on a sixth day in a week will be compensated at a rate of one and one-half (1 1/2) times their regular hourly rate.

### D. Compensatory Time

Compensatory time off may be given instead of overtime pay, if mutually agreeable by the employee and his/her supervisor. Use of compensatory time will be at the discretion of the employee and his/her supervisor. Compensatory time may be accrued to a maximum level of 24 hours.

### E. Training

Training will be provided to employees in the use of new equipment or in the performance of new duties assigned to them. Employees asked to work beyond their normal day shall at their option receive compensatory time or overtime pay.

## **XIV ECONOMIC BENEFITS**

The following economic benefits will be provided full-time employees. For any part-time position, insurance and leave benefits will be prorated at the percentage of time upon which the position is based. Part-time employees will enjoy paid holidays benefits which fall during their regular work year. Employees may choose to participate in certain benefits by contributing the difference between the prorated District contribution and the full cost of the benefits.

A. Health Insurance

Effective July 1, 2010, the District will contribute an amount equal to 100% of the Matthew Thornton HMO Plan (or alternative HMO insurance plan) towards the employees' health insurance coverage. Effective July 1, 2011 the District will contribute an amount equal to 97% of the Matthew Thornton HMO Plan (or alternative HMO insurance plan) towards the employees' health insurance coverage. Effective July 1, 2012, the District will contribute an amount equal to 95% of the Matthew Thornton HMO Plan (or alternative HMO insurance plan) towards the employees' health insurance coverage. The District may seek out and select as an alternative to any or all of the existing health plans one or more cost effective insurance plan(s) (hereinafter referred to as "alternative insurance plan(s)"). Such alternative health insurance plan(s) shall provide comprehensive core protection and services that are fundamentally equivalent to the existing health plan(s). The District shall notify the Association when seeking and selecting such plan(s) and provide the Association with input to the selection process. The District may also provide additional plans or options to employees on a voluntary basis.

If available under the medical insurance group plan provided for active employees by this agreement, retirees and their survivors shall be able to purchase medical insurance at the group rate. The survivor benefit shall continue for the life of the surviving spouse, if available under the plan.

B. Life Insurance

The District will pay the full premium for a term life insurance policy of three (3) times the employee's annual salary or a \$30,000 term life insurance policy which includes accidental and dismemberment, whichever is greater.

C. New Hampshire Retirement

The District will pay the employer's rate set by the New Hampshire Retirement System for any employee who chooses to join the System as of July 1, 1986. Any new employee after the above date will join the System as a condition of employment.

D. Long Term Disability

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

E. Sick Leave

Each employee shall be entitled to one and one-quarter (1.25) days sick leave per month (fifteen (15) days per year) during their first through fifth

year of employment. Employees with more than five (5) years employment shall be entitled to one and two-thirds ( $1\frac{2}{3}$ ) days sick leave per month (twenty (20) days per year). Each employee may accumulate up to one hundred sixty (160) days of sick leave for personal illness. By September 15 of each year, each employee shall receive a report of sick leave, stating the number of sick days accumulated as of September 1.

Upon permanent separation from a position of 1295 work hours or more annually in the District, after eight (8) years total service, the District agrees to pay employees for all accumulated sick leave days at the rate of twenty dollars (\$20) per day.

Employees will be allowed to use sick leave for doctors' appointments. Employees will be allowed to use up to eight (8) days of sick leave for family illnesses.

F. Proration.

In accordance with the Parties past practice, all benefits for employees that work less than 260 days shall be prorated based on the number of days scheduled divided by 260.

G. Sick Leave Bank

A Sick Leave Bank shall be established from which an employee may borrow up to 65 days. This Bank shall be established beginning in September 1998 by employees covered by the bargaining contributing sick leave days.

The bank shall be established by ORESPA, including how the bank shall be stocked and how days shall be approved for its employee.

1. The sick leave bank is intended to serve a employee who, because of extended and serious illness, has exhausted his/her individual sick leave.
2. The District will cooperate in the operation of the Bank in the following ways:
  - tracking the balance of days in the Bank
  - deducting sick days from employees as reported by the Association
  - paying employees for days approved by the Association
3. Adding days to the Sick Bank balance will be done only in September and April.
4. The Bank shall be limited to a maximum of 130 days.
5. The Association shall be responsible for employees who leave the

District owing days to the Bank. The District will assist the Association with collection plans that have been established with a former employee. This assistance will be limited to deducting money from wages earned as authorized by the employee or crediting the Bank from payments made by the Association.

H. Emergency/Personal Leave

Each employee shall be entitled to four (4) confidential personal leave days per year, non-cumulative, with prior notification to the immediate supervisor whenever possible, for emergencies or to conduct personal business that cannot be accomplished during non-working hours.

I. Annual Leave

Annual leave shall be accumulated at the rate indicated in the table below. Annual leave shall be accrued at the end of each month. Annual leave may not be taken during the first six months of employment.

10/12 days per month for month(s) 1 through 60 (10 days annually).  
15/12 days per month for months 61 through 120 (15 days annually).  
20/12 days per month for months 120 on (20 days annually).

Annual leave shall normally be taken during the summer vacation period at a time mutually agreeable to the employee and the supervisor. Exceptions may be granted by the superintendent and shall be governed by order of application, seniority, and availability of adequate job coverage. Each employee shall be entitled to the following paid holidays annually:

Labor Day	1	Memorial Day	1
Thanksgiving	2	President's Day	1
Christmas	2	Veteran's Day	1
New Year's	2	Martin Luther King Day	1
July 4 <sup>th</sup>	1	Floating holiday	1

If school is in session on one of these days, an alternate day will be taken in consultation with the supervisor.

When Christmas and New Year's fall on a weekend, the second day off will be taken in consultation with the supervisor.

J. Bereavement Leave

Upon notification of immediate supervisor, each employee will receive up to three (3) days of bereavement for death in the immediate family (parents, spouse, children, siblings, grandparents, grandchildren, parents-in-law, children-in-law, and significant other living in household). The Superintendent or designee may at his/her discretion grant additional bereavement leave to be charged to the employee's emergency/ personal leave.

K. Severance Pay

Upon severance, which shall mean resignation, retirement, or permanent separation from the District, full compensation for unused annual leave (not to exceed the employee's annual allocation) and compensatory time shall be paid at the employee's current rate of pay.

In case of the death of an employee, full compensation shall be paid to the employee's beneficiary for all unused annual leave and compensatory time at the employee's current rate of pay. Such benefit shall be paid within thirty (30) days of the employee's death, where possible.

L. Dental Insurance

The District will pay one hundred percent (100%) of a single membership for each employee in a board selected dental plan with benefits equivalent to Delta Dental High Option Plan.

M. Educational Development

The District shall fund approved staff development activities up to \$100 per employee for 70% or greater time employees.

N. Longevity

The District shall provide the following schedule of longevity benefits after seven (7) years of service in the District. Partial years of service shall be paid on a prorated basis.

8 years to 10 years	\$ 400 per year
11 years to 13 years	\$ 600 per year
14 years to 16 years	\$ 800 per year
17 years to 19 years	\$1,200 per year
20 years on	\$1,400 per year

O. Snow Day

Full time secretaries do not have to report to work when school is cancelled due to weather conditions unless specifically requested to do so by the building principal. Clerical employees shall not be charged sick, vacation, personal or comp time for not reporting on snow days unless the principal specifically requests the employee's presence.

**XV. REDUCTION IN FORCE**

In the event that the District finds it necessary to reduce the number of bargaining unit employees, the District shall retain those employees who, after evaluation, will be the best for the school system. All things being equal, seniority shall prevail.

**XVI. MISCELLANEOUS**

If any provision of this agreement, or any application of this agreement to any employee or groups of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**XVII. DURATION AND RENEWAL**

The provisions of this agreement will be effective as of July 1, 2010 except as otherwise herein provided, and will continue and remain in full force and effect until June 30, 2013 and thereafter will automatically renew themselves for successive terms of one (1) year each, unless either the Board or the Association gives written notice to the other by September 15 that it desires to modify or terminate this agreement.

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

OYSTER RIVER EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
NEA-NEW HAMPSHIRE

  
\_\_\_\_\_  
President

5/5/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

OYSTER RIVER COOPERATIVE  
SCHOOL BOARD

  
\_\_\_\_\_  
Chairperson

May 5, 2010  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

APPENDIX A

WAGE SCHEDULE

**Effective July 1, 2010 a Cost of Living (COLA) adjustment of 1% shall be applied to the below schedule. Effective July 1, 2011 a COLA adjustment of 2% shall be applied to the then schedule. Effective July 1, 2012 a COLA adjustment of 2% shall be applied to the then schedule.**

Step	C/S	
1	13.06	
2	13.23	
3	13.64	<u>Explanations of Abbreviations:</u>
4	14.06	C/S = Custodian/Secretary
5	14.45	Head Custodians = pay differential per hour
6	14.86	per person supervised for
7	15.26	custodians designated as
8	15.67	head custodians
9	16.22	AA to Principal = Pay differential per hour
10	16.61	for Admin. Assistants to Principals
11	17.02	

Additional Compensation:

Head Custodians	\$0.75 (per-person supervised)
AA to Principal	\$2.20
2 <sup>nd</sup> & 3 <sup>rd</sup> shift differential	\$0.25 per hour

Custodians assigned to projects with outside contractors will be paid a rate differential of \$1.50 per hour on the actual rate of the outside contractor's employees if the differential is less than \$1.50 per hour.