

**PEMBROKE SCHOOL DISTRICT**

**MASTER AGREEMENT**

**between the**

***PEMBROKE SUPPORT STAFF ASSOCIATION***

**and the**

***PEMBROKE SCHOOL BOARD***

**JULY 1, 2021 - JUNE 30, 2024**

## AGREEMENT

Agreement made this 15<sup>th</sup> day of May, 2021, by and between the School Board and the Pembroke School District hereinafter called the "Board" and the Pembroke Support Staff Association, NEA/NH hereinafter called the "Association."

### DEFINITIONS

1. BOARD - Pembroke School Board
2. PARTIES - Pembroke Support Staff Association, NEA/NH and the Pembroke School District School Board as participants in this agreement.
3. EMPLOYEE - A member of the bargaining unit.
4. SCHOOL - Any work location or function division maintained by the Pembroke School District School Board.
5. SUPERINTENDENT - The responsible administrative head of the Pembroke School District.
6. PRINCIPAL - The responsible administrative head of any Pembroke District School.
7. ASSOCIATION - Pembroke Support Staff Association, NEA/NH.
8. ASSOCIATION REPRESENTATIVE - Any duly appointed representative of the Association.
9. DAYS - Shall mean school days, except that when school is not in session during the summer months, it shall mean Mondays through Fridays excluding holidays.
10. PROBATIONARY PERIOD - A period of 90 calendar days from the date of initial hire into a bargaining unit position.
11. Whenever the singular is used in this agreement, it is to include plural.
12. Whenever, in this agreement, a personal pronoun is used, such pronoun shall be understood to apply equally to any member of the bargaining unit, regardless of gender.

### ARTICLE I RECOGNITION

The Pembroke Support Staff Association is recognized as the exclusive bargaining agent for all full time and part time paraeducators, including SPED Aides, In-School Suspension Monitors, and Aides of the Pembroke School District for the purpose of bargaining pursuant to RSA 273-A:1.XI.

**ARTICLE II**  
**ASSOCIATION RIGHTS**

- A. The Board agrees to permit the Association the use of the school-provided physical mailboxes and electronic mail systems for the purpose of communicating with members of the bargaining unit and for conducting Association business, provided the messages/mailings are clearly identified as the property of the Association.
  - B. The Board shall provide a clearly designated bulletin board in each school for the exclusive use of the Association.
  - C. The Association President will be afforded the opportunity to meet with the Assistant Superintendent at least two times a year for the purpose of discussing issues affecting the bargaining unit members. The meetings will be scheduled at mutually convenient times and the Association President will be excused from work duties if the meeting is scheduled during the work day.
  - D. The School Board agenda and approved minutes will be posted and e-mailed to the Association President(s) at the same time as the information is given to the members of the School Board. The Board shall also post, a copy of the School Policy Manual, and future policy additions and deletions. Policies will be posted to the Pembroke School District website.
  - E. New employees will be provided a copy of this Agreement as part of their packet from Human Resources. The Agreement will be posted to the Pembroke District website. Printed copies will be made available upon request.
  - F. The Association and its representative shall have the right to use facilities and equipment, including copiers at reasonable times with prior approval of the school administration. The cost for the use of school equipment shall be paid by the Pembroke Support Staff Association at five (5) cents per copy. The Association agrees to supply their own paper.
  - G. The Board agrees to deduct from employee's salaries money for local, state and/or national association services and programs as such employees individually and voluntarily authorize the Board to deduct and transmit the monies to such association or associations. Such deductions shall be made in equal installments from each salary check beginning on the first pay period following October 15th and continuing through the first pay period in June. To authorize such deductions, employees must execute an authorization card to be furnished by the Association. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.
- The Association agrees to hold the Board and its agents harmless in case of any liability arising out of this provision.
- H. The Association shall be provided an opportunity, coordinated with the Education Association of Pembroke and approved in advance by the building principal, during the first three (3) days of the school year to meet with all members of the bargaining unit. The content of the meeting shall be determined solely by the Association. The meeting time must not conflict with meetings or other mandatory trainings planned by administration.

**ARTICLE III**  
**BOARD RIGHTS**

The Board, subject only to the language of this Agreement, reserves to itself the right to adopt and implement any rule or regulation provided it does not conflict with or violates any of the terms of this Agreement and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

The parties understand that the Board may not lawfully delegate the power or authority which, by law is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him, and this agreement shall not be construed a delegation of the power or authority of either.

**ARTICLE IV**  
**INDIVIDUAL AND GROUP RIGHTS**

A. Protection of Individual and Group Rights

Nothing contained herein shall be construed to prevent any person from informally discussing any disputes with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the Grievance Procedures.

B. Existing Laws and Regulations Preserved

The rights and benefits of persons provided herein are in addition to those provided by State or Federal law, rule or regulations, including without limitation all applicable tenure, pension, or education laws and regulations.

**ARTICLE V**  
**COMPENSATION**

A. Wages

1. The wages and differentials of the members of the bargaining unit for the duration of this Agreement are set forth in Appendix A, attached to and made a part of this agreement.
2. Initial placement on the wage schedule shall be at the discretion of the Superintendent in accordance with the total years of experience in a school, or equivalent, setting. The employee shall continue advancing one step each year until they reach the top step.
3. Longevity: Employees who have completed five (5) or more years of service in a bargaining unit position with the District will be paid an additional longevity stipend as follows:

Years 6-10	\$ .40 per hour
Years 11- 15	\$ .50 per hour
Years 16-20	\$ .60 per hour
Years 21+	\$ .70 per hour

4. Differentials: Employees who are assigned to a 1:1 assignment with a student in the Bridge program will receive a \$0.50 per hour differential for every hour worked in that assignment. Any employee who holds a current certification as a Registered Behavior Technician and is assigned to work with a student in the Bridge Program will receive an additional \$0.50 (for a total of \$1.00) per hour differential for every hour worked in that assignment. Any employee assigned toileting duties will receive an annual stipend of \$500, prorated for partial year assignments.

5. Overtime: Employees who are authorized to work overtime will be paid at 1 ½ times the employee's regular hourly rate for hours worked in excess of 40 per week.

B. Work Year and Work Day

Individual letters of employment will be issued annually and will state the expected number of work days and hours.

In the event of school closure due to inclement weather or other emergency, bargaining unit members will be expected to work any additional make up days which are added to the school calendar. Provided that the school calendar is based on instructional hours with five (5) snow days built in, bargaining unit members will be required to make up the first cancelled day as a professional development day designated by the Superintendent and will be paid for up to four (4) cancelled days.

C. Method and Time of Wage Payment

Employees are paid on a biweekly basis for all hours worked during the pay period. Employees may elect to receive equal biweekly pay amounts prorated on their annualized wages commensurate with their selection of twenty-one (21) or twenty-six (26) biweekly installments.

When an employee's annualized wage is prorated for the purpose of equal biweekly pay installments, it will be done based on the number of contracted days x hours per day x hourly wage and will include paid holidays, and differential premium pay where applicable. Such equalized biweekly installments may be altered in those cases where employees have worked overtime, have served in a temporary position at a different rate of pay, or are on leave without pay.

Employees shall not suffer reduction in equalized biweekly pay installments due to school vacations, early release days, late school start or absences due to conditions where administration has closed schools.

Employees must indicate in writing that they wish to receive their pay by the twenty-one (21) check method no later than August 1 of the school year. Those not indicating such a choice will be automatically placed on the twenty-six (26) payment plan.

Direct Deposit of paychecks is available to members of the bargaining unit. Each participating employee must provide written authorization including a financial institution routing and transit number and a personal account number.

D. Substitute Pay

An employee who substitutes for a teacher for more than a total of three (3) hours combined in a school day will receive his/her regular wages for that day plus \$35.

**ARTICLE VI**  
**FRINGE BENEFITS**

A. Health Insurance

1. Effective July 1, 2021, the Board agrees to pay the following portion of the premium for each member of the bargaining unit who works 30 hours or more per week and subscribes to such coverage:
  - 80% of the premium for the SchoolCare Green #2 health plan (individual, two-person, or family plan)
  - 88% of the SchoolCare Red #2 health plan (single plan only)
  - 80% of the SchoolCare Red #2 health plan (2-person or family).
2. Effective July 1, 2022, the Board agrees to pay the following portion of the premium for each member of the bargaining unit who works 30 hours or more per week and subscribes to such coverage:
  - 79% of the premium for the SchoolCare Green #2 health plan (individual, two-person, or family plan)
  - 87 % of the SchoolCare Red #2 health plan (single plan only)
  - 79% of the SchoolCare Red #2 health plan (2-person or family).
3. Effective July 1, 2023 the Board agrees to pay the following portion of the premium for each member of the bargaining unit who works 30 hours or more per week and subscribes to such coverage:
  - 78% of the premium for the SchoolCare Green #2 health plan (individual, two-person, or family plan)
  - 86 % of the SchoolCare Red #2 health plan (single plan only)
  - 78% of the SchoolCare Red #2 health plan (2-person or family).

The Board retains the right to choose a different insurance carrier, provided that coverage and benefits equal or exceed those of the existing plan. The Board shall receive the approval of the Association before changing health carriers; Association approval for change will consist of a simple majority vote.

4. The parties agree to form a joint committee to explore alternative health insurance plans which can be implemented during the life of this Agreement. If the committee identifies an acceptable alternative plan, the parties may, by mutual agreement, reopen negotiation on the premium allocations with a goal of sharing any savings equitably.
5. The Board will maintain an I.R.S. Section 125 Premium Offset Plan, a Health Care Flex Spending Account Plan, and a Dependent Care Flex Spending Account Plan for any member of the

bargaining unit who properly submits a request in writing by May 15 for such coverage in the following contract year.

**B. Long Term Disability**

The Board shall pay 100% of the premium for long term disability insurance for each member of the bargaining unit, said insurance to have minimum benefits of 66 2/3% of salary to age 65 after a ninety (90) day waiting period.

**C. Life Insurance**

The Board shall pay 100% of the premium for a life insurance policy for each employee, payable to the beneficiary designated by the employee. The amount of the life insurance policy shall be an amount equal to the employee's annual salary and shall include accidental death and dismemberment.

**D. Transmittal of Premium**

All payments for insurance premium shall be timely transmitted to ensure that coverage shall not be interrupted.

**F. Mileage Allowance**

Employees covered by this Agreement who are specifically authorized by the administration to use private automobiles for school business shall be reimbursed at a rate equal to the most current I.R.S. maximum allowance. Mileage shall be calculated in accordance with the Fair Labor Standards Act.

**G. Retirement**

1. **NHRS** - Employees working 35 hours or more per week shall participate in the NH Retirement System. Both the employee and the Board agree to make the required contributions in accordance with the statutes, rules and regulation governing the NH Retirement System.
2. **Tax-free Annuities** - The Board agrees to allow employees to take advantage of the Federal law concerning tax-free annuities. The Board agrees, upon authorization of an employee, to make deductions for annuities. Monies deducted shall be transmitted upon appropriate verification and/or billing from the participation carrier by the 1st Friday of the month following the month that the deduction was made.

**H. Dental Insurance**

The Board shall provide Northeast Delta Dental – Delta Dental Plan 1A for each member of the bargaining unit who works 30 hours or more per week and their entire family, for a full 12-month period. Coverage shall be: A (100%), B (80%), C (50%), D (50%/\$1,000 Life), no deductible, \$2,000 contract year per family member. The Board shall pay 80% of the premium cost of a single, 2-person or family plan.

**ARTICLE VII**  
**WORKING CONDITIONS**

**A. Leaves**

**1. Sick Leave**

- a. DAYS- Each employee will accrue one day per month, up to ten (10) days per year, of sick leave for personal injury or illness. Sick leave accrual will be prorated for part-time employees. Up to ten (10) days of sick leave may be used each year for the care of members of the employee's immediate family, as defined in the Bereavement Section of this Article. Days used for care of members of an employee's immediate family will be identified as such via the District's leave reporting form.

Sick leave not used in the year of service for which it is granted shall be accumulated for use in subsequent years up to a maximum of ninety (90) days.

To be eligible for sick leave payments an employee may be required to furnish proof, satisfactory to the Board, of illness or disability.

- b. SICK BANK -The Board agrees to establish a sick leave bank to cover employees in the event of long-term illness. The sick leave bank shall be administered by a committee composed of five (5) members of the Association appointed by the Association President. Rules for membership and participation in the sick leave bank shall be established by the Association and shall be supplied to the Board. Any rules established by the Association shall include the following:

1) that the sick leave bank shall be funded at the start of each school year to reach a maximum of one hundred twenty (120) days. The sick leave bank may be supplied with additional days only at the start of each school year to bring it up to the one hundred twenty (120);

2) that no one may contribute more than two (2) days in any school year to the sick leave bank; and that any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution;

3) that the Association shall notify the Board by October 15 of each year of the individuals who have donated days to the sick leave bank so that said days may be deducted from the individual's yearly entitlement;

4) that individuals may not elect to receive sick leave bank benefits in lieu of disability benefits. Eligibility for sick leave bank benefits shall terminate when an individual is eligible for disability benefits pursuant to Article VI, B;

5) that no employee shall, under any circumstances, be entitled to sick leave bank benefits until said employee has exhausted all accrued sick leave available to that employee;



6) that no one shall, under any circumstances, be entitled to receive sick leave and disability benefits at the same time;

7) that the decisions of the Sick Leave Bank Committee are not grievable.

2. Bereavement

In the event of a death of a member of an employee's immediate family or a spouse's or domestic partner's immediate family (defined as spouse, domestic partner, child, mother, father, sister, brother, grandmother, grandfather, grandchildren, mother-in-law, father-in-law), that employee shall be allowed up to three (3) days of bereavement leave. Two (2) additional days may be granted at the discretion of the Superintendent, if requested.

3. Personal

Upon request to the building administrator, employees shall be granted a total of up to two (2) days non-accumulated personal leave during the school year

Personal days shall not be granted on either the day before or the day after a holiday, or to extend a school vacation. Requests for additional personal days will be considered on a case by case basis and may be granted at the discretion of the Superintendent.

6. Military Leave

Military leave of absence without pay or benefits shall be granted to any employee who is drafted or enlists in any branch of the armed forces of the United States for the period of his/her induction or initial enlistment.

The time necessary for persons called into temporary active duty of any unit of the U.S. Reserves shall be granted provided such obligations cannot be fulfilled in days when school is not in session. In such cases, employees shall be reimbursed for pay loss as a result of such Organized Reserve duty up to the difference between their regular employee's salary that would have been paid and their Reserve pay received for up to a maximum of two (2) weeks during the school year.

7. Association Leave

The Board agrees to grant up to two (2) days of leave to designated member(s) of the Association for attendance at meetings related to Association business. The President of the Association will provide the Superintendent with the names of the member(s) chosen with at least two (2) days' notice. The total number of days used in the aggregate will not exceed two (2) days in one year.

8. Child Bearing/Rearing Leave

Bargaining unit members are eligible for unpaid leave due to the birth, adoption or foster placement of a child in accordance with the provisions of the Family and Medical Leave Act. A pregnant employee may use sick leave for the period of disability associated with childbirth. To be eligible for sick leave payments, an employee will be required to furnish documentation from a medical doctor satisfactory to the Board citing the period of disability. The disability for uncomplicated childbirth is generally eight (8) weeks inclusive of both pre and post-delivery.

It shall be the duty and responsibility of the employee to notify the Superintendent of the pregnancy as soon as it is determined and of the desire to take such leave with an estimated date of the leave's commencement. Except in cases of emergency, the employee shall also give at least thirty (30) days' notice prior to the date on which the leave is to begin. An employee who is pregnant may continue in active employment until as late as she desires, provided she is able to perform all required job functions with the written approval of her attending physician.

Return from such leave shall coincide with the expiration date on the employee's leave request as approved by the Board, provided the employee shall present a physician's certificate of physical fitness to return to normal duties. The employee shall notify the Superintendent in writing on or before March 1st of the intent to return to work at the start of the next school year. Should an employee have worked ninety (90) or more days during that school year, the employee shall be credited with a year of service for purpose of wage and benefit calculation.

9. Extended Leave

A member of the bargaining unit may be granted leave of absence without pay at the sole discretion of the School Board.

Leaves of absence may be extended at the sole discretion of the School Board.

All benefits to which an employee was entitled at the time a leave of absence commenced shall be restored to him upon his/her return, and he will be assigned to the same or a substantially equivalent position, except that employees will not advance on the salary scale, nor earn any other benefits while on leave without pay.

10. Jury or Witness Duty

a. An employee who is called for jury duty or subpoenaed as a witness shall be excused from work duties for the actual time involved in said service and will continue to receive his/her regular wages and benefits less any per diem of compensation received from the courts.

b. No wage deduction or loss of leave shall occur when a employee is absent as a result of being called to appear in court or before any other governmental agency on business concerning the school district.

B. Employment Renewal

Employees will receive a written offer from the Board concerning re-employment for the upcoming year no later than June 1. All matters contained in the re-employment offer shall be consistent with this Agreement.

C. Employee Resignations

Any bargaining unit member resigning after June 30 will be responsible for reimbursing the District for the total cost of any insurance premiums pre-paid for July and/or August by the District. Employees who have resigned due to extenuating circumstances can request that the

Board waive the premium reimbursement. The Board will consider such requests on a case by case basis and the decision of the Board will be final and not subject to the grievance procedure.

D. Employment Before and/or After the Regular School Year or School Day

Any member of the bargaining unit engaged to perform work before or after the school year specified in their individual school year contract shall receive a separate contract detailing the wages and hours associated with such work.

Members of the bargaining unit engaged to work for the District before or after the school day shall be compensated at their regular hourly wage.

E. Duty Free Lunch

Each employee will be provided with a thirty (30) minute unpaid lunch period free of all duties. Lunch periods may not be extended beyond thirty minutes.

F. Documentation Time

Employees will be provided adequate during their work day to complete required documentation.

G. Employee File and Discipline

Discipline will be handled in a fair and consistent manner, based on the nature and severity of the infraction. All information forming the basis for disciplinary action shall be made available to the employee upon his/her request.

The employee will be permitted to respond to any statement in the employee's file that has been generated after initial employment in Pembroke. The employee's response shall also be included in the file.

Upon request the employee shall be furnished a reproduction of any material in his/her file at ten cents (10 cents) per page. This will include reproductions of only that material generated after the employee's initial employment in Pembroke, including the production of transcripts of all academic work.

Any complaint(s) deemed serious enough by the Superintendent to be placed in the employee's file shall be brought to the attention of the employee within twenty-four (24) hours if it having been placed in the file. Any such complaint(s) must state the nature of the complaint(s), the date(s) of the occurrence(s), and the name of the complainant(s). The employee shall acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written response to such complaint(s) filed, and his/her response shall be reviewed by the Superintendent or his/her designee and be attached to the file copy.

H. Procedural Aspects of Employee Evaluation

The Parties will meet within 90 days of the effective date of this Agreement to establish an evaluation process. The District will make every effort to conduct annual evaluations of all employees. Any employee who does not receive an evaluation will be deemed to have satisfactory performance.

I. Vacancies and Promotions

When vacancies occur in new or existing bargaining unit positions, notice of such vacancies shall be posted in each school building and distributed to all employees via email. Such notice shall be posted for ten (10) days before the position is permanently filled, except after July 15 when the Superintendent may, in an emergency, or if an employee resigns after the close of the school year, permanently fill the position without posting.

Bargaining unit members who apply for posted positions shall be interviewed provided they are deemed qualified. The District reserves the right to hire the applicant who is deemed most qualified.

In the event such vacancies occur during times when school is not in regular session, notice shall be sent to the Association President.

The notice shall include a job description, qualifications necessary, and salary.

J. Reduction in Force

The decision to implement a reduction in force shall be made at the sole discretion of the Pembroke School Board.

The Board will notify the Association once a final decision to eliminate positions has been made.

The Board will notify an employee in writing in a timely fashion that his/her position has been eliminated due to a Reduction in Force.

The Board shall make every reasonable effort to minimize the effect of a Reduction in Force on the incumbent staff through attrition, retirement, voluntary transfer, resignation, and contract refusal.

If it does become necessary to eliminate position(s), employees will be selected for reduction based on the best interests of students, taking into account the following unweighted factors:

- a. job performance based on existing employee evaluations,
- b. experience at the grade level
- c. unique skills needed for the position
- d. seniority

Ties in seniority shall be broken by (in order):

- a. date of employee signature on the contract
- b. coin flip

In the event of a change in the needs of a student during the school year, either due to a change in needed services or a student who leaves the District, the District will make every effort to reassign the affected bargaining unit member to another available position within the District. If no position is available, the affected employee(s) may be terminated.

Recall rights shall remain in effect for two (2) years from the last date worked.

Employees who have been laid off are responsible for keeping the Superintendent's office informed of their postal address.

Employees shall be recalled in the inverse order of their being laid off, provided that they are qualified for the available position(s). For purposes of recall, "qualified" will include training, skills and experience in the position (including grade level) available.

The Board shall notify an employee of his/her recall via certified mail, and the recalled employee must respond within five (5) calendar days of receipt of the recall letter.

Employees who have been laid off and are eligible for recall will be recalled prior to the hiring of any new employees,

K. Employee Representation

Any employee who believes that a discussion with an administrator could lead to discipline, termination, or affect their personal working conditions, will be entitled to have an Association representative of their choosing present if the employee so requests.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

A. Definition

A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement., provided that any discipline or discharge of a probationary employee is final and is not subject to this procedure.

A grievance to be considered under this procedure must be initiated in writing by the employee within fifteen (15) school days of its occurrence or from the time the employee knew or should have known of the occurrence.

Failure by the Board or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision.

No reprisal of any kind will be taken by the District or employees against any party in interest or other participant in the grievance procedure. Any grievant party in interest may be represented by counsel or by a representative selected by the Association.

B. Procedure

*Step 1:* Any employee covered by this Agreement who has a grievance may first discuss it with his/her immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) school days. An individual employee may present an oral grievance

to his/her employer without the intervention of the exclusive representative. Until the grievance is reduced to writing, the exclusive representative shall be excluded from a hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of Agreement between the parties.

If the matter cannot be resolved, the grievant must notify the Association's Grievance Representative. The grievant or the Association, on the grievant's behalf, shall submit the written grievance to the employee's principal or immediate supervisor within the time frame designated above. The principal or supervisor shall meet with the grievant and/or the Association's Building Grievance Representative or other duly selected representative within five (5) school days after receiving the written grievance. A decision by the principal or supervisory shall be rendered within five (5) school days.

*Step 2:* If the employee is not satisfied with the decision, the grievant or the Association on behalf of the grievant, may appeal the decision to the Superintendent within five (5) school days after the receipt of the decision of the principal or immediate supervisor. The appeal shall be in writing and must specify:

- a. The nature of the grievance, i.e., the specific provisions of the Agreement which have been violated or misinterpreted or misapplied.
- b. The injury and/or loss which is claimed.
- c. The remedies sought.
- d. Date of the alleged violation or misapplication.

The Superintendent shall investigate the matter and communicate the decision in writing to the grievant and the Association's Grievance Committee within five (5) school days from receipt of the written grievance.

*Step 3:* If the individual grievant is not satisfied with the decision, either the grievant or the Association's Grievance Committee may appeal the grievance to the School Board in writing within five (5) school days after receipt of the Superintendent's decision. All documentation presented at Step 2, along with the decision rendered at that step will accompany the appeal to the Board. The Board will hold a hearing within twenty-five (25) school days of receipt of the appeal from Step 2 and will render a written decision no later than ten (10) school days following the meeting.

*Step 4:* If the decision of the School Board does not resolve the grievance, the Association shall have the sole right to appeal that decision and the matter shall be submitted to binding arbitration providing the Association notifies the School Board of such request within ten (10) school days of the receipt by the Association of the School Board's decision. The following procedure shall be used to secure the services of an arbitrator.

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) school days following the date the request for arbitration was received by the School Board the Public Employee Labor Relations Board (PELRB) will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.

- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the PELRB to submit a second roster of names.
- c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the PELRB may be requested by either party to designate an arbitrator.
- d. Neither the Board nor the Association will be permitted to assert evidence before the arbitrator which was not previously disclosed to the other party. The decision of the arbitrator shall be advisory but appealable under RSA Ch. 542. The School Board may vote to accept or reject all or part of the arbitrator's decision and the decision of the School Board will be final and binding.
- e. The arbitrator shall limit himself or herself to the issue submitted to him/her and shall consider nothing else. He or she shall be bound by and must comply with all of the terms of this Agreement. He or she shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement. The arbitrator may award a "make whole recommendation," but may apply no penalty payments.
- f. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- g. The arbitrator's decision for settlement of a grievance shall be a binding decision on the issue and so advise the grievant, the Association and the School Board in writing.
- h. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring same.
- i. Forms for the grievance procedure will be jointly prepared by the Superintendent and the Association and will be made available to the Association.
- j. Grievance records shall be placed in a separate file, not in the employee's personnel file.

#### **ARTICLE IX** **PEACEFUL RESOLUTION OF DIFFERENCES**

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives and members shall not, during the terms of this Agreement, engage in or condone any strike, slowdown, work stoppage or other concerted refusal to perform an assignment on the part of any employee(s) represented hereunder, nor shall the Association or its members take part in or condone "sanctions" against the Board or the School District.

#### **ARTICLE X** **SAVINGS CLAUSE**



If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substituted action shall be subjected to appropriate consultation and negotiation with the Association.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XI**  
**DURATION**

This Agreement and each of its provisions shall be effective upon ratification and final approval of its terms on July 1, 2021 and will expire on June 30, 2024.

Any extension of this Agreement shall be mutually agreed upon in writing by the parties, and unless such extension is agreed upon, this Agreement shall expire on the date indicated herein, unless otherwise required by law.

In witness whereof, the parties have caused this Agreement to be signed by their respective President/Chairman and attested to by their respective Secretary/Clerk and Chairman of their Negotiating Committees.

**PEMBROKE SCHOOL BOARD:**

**CHAIR**

Ann M Bond

[Signature]

April Villani

**PEMBROKE SUPPORT STAFF ASSOC.:**

**PRESIDENT**

Denise Stedman

Shanna Archambault

Joy Kline

Dei Smith

**APPENDIX A**

**PEMBROKE SUPPORT STAFF ASSOCIATION WAGE SCHEDULE**

**2021 - 2024**

2021-22		2022-23	2023-24
Step 1	\$14.60	\$15.51	\$16.32
Step 2	\$14.97	\$15.89	\$16.73
Step 3	\$15.34	\$16.29	\$17.15
Step 4	\$15.72	\$16.70	\$17.57
Step 5	\$16.12	\$17.11	\$18.01