

# COLLECTIVE BARGAINING AGREEMENT

between the

Rye School Board

and the

Rye Educational Support  
Personnel Association

July 1, 2019

through

June 30, 2024

Rye School District  
c/o School Administrative Unit Fifty  
48 Post Road  
Greenland, NH 03840

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## ARTICLE I

### RECOGNITION

A. The Rye School Board, hereinafter referred to as the Board, recognizes the Rye Educational Support Personnel Association, (RESPA), NEA-New Hampshire, hereinafter referred to as the Association, as the exclusive representative of a bargaining unit certified by the Public Employee Labor Relations Board (PELRB) (Case No. 0762) on January 29, 1999, to include the following categories: all educational support personnel including the following titles: building custodian, information systems technology specialist, IST/media associate, food service manager, food service assistant manager, food service assistant, head custodian, para-educator, secretary, secretary assistant, sign interpreter, and special education aide. Any changes to the educational support personnel category will only be added to or deleted by mutual consent to coincide with the hiring probationary period.

B. Definitions:

1. Administration refers to the executive authority and responsibility vested by the Board and the State in the office of the Superintendent of Schools, Assistant Superintendent of Schools, Building Principal, Business Administrator, Special Education Director, Information Systems Technology Director, and Information Systems Technology Intergrator.
2. Agreement refers to the Collective Bargaining Agreement (CBA) as agreed to between the Board and Association (RESPA)
3. Association means the collective bargaining unit referred to as the Rye Educational Support Personnel Association (RESPA)
4. Board means the collective individuals legally referred to as the Rye School Board elected by the residents of the Rye School District.
5. Building Administrator/Principal means the responsible administrator head of his/her respective school.
6. Days will refer to calendar days, and shall exclude Saturdays, Sundays and legal holidays.
7. District refers to the Rye School Board.

8. Employee means a person employed by the Board, as defined in Article 1A.
9. Fair Share shall mean monies deducted from non-members to serve as an agency fee.
10. Full-time employee refers to a person who is working thirty (30) or more hours per week. The employee is entitled to benefits as stated in the Agreement.
11. Grievance shall mean a complaint by an employee or RESPA alleging a violation of rights under the CBA.
12. Job Category shall refer to the job title that the employee is hired for by the District.
13. Part-Time Employee refers to any employee working less than thirty (30) hours per week.
14. School means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the District.
15. School Days refer to days when school is officially in session as designated on the District's approved calendar. The term school day(s), shall also include all professional development day(s) as designated by the Superintendent of Schools or his/her designee.
16. Seniority means length of actual employment date within the District.
17. Shift shall refer to either day or night shift that an employee is hired for by the District.
18. Superintendent of Schools refers to the executive administrative head responsible for the education of students in the District.
19. Transfer shall refer to the transfer to an employee from one job category to another. A change of building location is not a transfer.
20. Work Days means the days that each individual employee is required to work as specified in his/her Memorandum of Agreement.

Whenever the singular is used in the Agreement, it is to include the plural when applicable.

## ARTICLE 2

### NEGOTIATION PROCEDURE

- A. No later than September 1<sup>st</sup> of the year preceding the expiration of this Agreement, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good faith effort to reach mutual agreement on all matters raised by either party concerning salaries, fringe benefits, and terms and conditions of employment. Any agreement reached shall be reduced to writing and signed by the Board and the Association.
- B. The Board and the Association shall make a good faith effort, to secure the appropriations necessary to implement said agreements.
- C. If as determined by the Board, the amounts appropriated at the Deliberative Session District Meeting are insufficient to cover the cost items of a negotiated agreement, or if such cost items are otherwise disapproved on the official ballot voted on the second Tuesday in March, the parties shall, within seven (7) school days of the adjournment of that vote reopen negotiations in an effort to reach a revised Agreement; of which revised Agreement does not require appropriations in excess of the amounts appropriated by the District for such purposes for the ensuing year.
- D. If the reopened negotiations do not result in a revised Agreement by April 30<sup>th</sup> in any given year, the Board shall, by May 15<sup>th</sup> of that year, issue individual salary agreements. The terms set forth in such agreements shall be those in place at that time with notation that these terms will be changed when the appropriation to fund these change(s) is/are approved by the District.
- E. The Board shall make available to the Association printed information, which the Board is required by law to release to the general public. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist negotiations.
- F. Impasse, mediation and fact-finding shall be conducted as regulated in RSA 273-A.
- G. The costs for the services of the mediator and fact-finder, including per diem expenses if any, and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association.

## ARTICLE 3

### GRIEVANCE PROCEDURES

#### A. Initiation

The following subparagraphs are the established method to initiate all grievance procedures.

#### B. Procedure

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or RESPA to proceed to the next step, except after reaching the Board Level. A decision on the grievance shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure of any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

#### 1. STEP ONE: BUILDING ADMINISTRATOR/IMMEDIATE SUPERVISOR

Any employee who has a grievance shall put their grievance in writing and discuss it first with his/her Building Administrator (or immediate supervisor, if applicable) within ten (10) days in an attempt to resolve the matter at that level.

#### 2. STEP TWO: BUILDING ADMINISTRATOR

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) days, or twenty (20) days if during the summer vacation, he/she shall set forth his/her grievance in writing to the Building Administrator specifying; (a) the nature of the grievance and date occurred; (b) the section of the Agreement allegedly violated, and (c) the relief sought. The Building Administrator shall communicate his/her decision to the employee within ten (10) days of receipt of the written grievance.

#### 3. STEP THREE: SUPERINTENDENT OF SCHOOLS

If the grievance is not resolved to the employee's satisfaction, s/he shall forward his/her grievance to the Superintendent of Schools within ten (10) days of the receipt of the Building Administrator's decision. The appeal must be in writing

reciting the matter submitted to the Building Administrator as specified above with the decision previously rendered. The Superintendent of Schools shall meet with the employee to attempt to resolve the matter within ten (10) days. The Superintendent of Schools shall communicate his/her decision in writing to the employee, the Building Administrator, and the immediate supervisor, if any, within ten (10) days after meeting.

4. STEP FOUR: SCHOOL BOARD

If the grievance is not resolved to the employee's satisfaction, s/he may within ten (10) work days of the Superintendent of School's decision, submit a written request for review by the Board. The Board, or its designee, shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the employee within thirty (30) work days. A decision in writing shall be rendered within ten (10) work days of the hearing with the employer.

5. STEP FIVE: ARBITRATION

- a. In the event that the Association elects to proceed to arbitration, the Representative of the Board and the Representative of the Association will endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve, the grievance shall be referred to the American Arbitration Association by the Association within twenty (20) calendar days after the notice (to the Board) of intent to arbitrate. In such event, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor Arbitration.
- b. Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
- c. The arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the arbitrator shall be final and binding upon the Association and the School Board and the aggrieved employee who initiated the grievance.
- d. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.

- e. No grievance in process during the term of this Agreement shall lapse because of the termination of this Agreement. Any such grievance shall be disposed of under the procedures provided by this Agreement.
- f. The Arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else.

C. RIGHT OF EMPLOYEE TO REPRESENTATION

- 1. A grievance to be considered under this procedure using Step One must be initiated by the employee(s) within ten (10) days of its occurrence.
- 2. An aggrieved employee may be represented at the initial stage of the grievance procedure by him/herself, or at his/her option, by the Association or by a representative selected or approved by the Association. After the first stage, the grievance shall be processed by the Association.
- 3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievance.

D. COSTS

The fees and expense of the arbitrator will be shared equally by the parties.

E. CONFIDENTIALITY

Documents, communications, and records dealing with the processing of a grievance may be filed provided, however, that such documents, communications and records shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer.



## ARTICLE 4

### EMPLOYEE RIGHTS

- A. The Board and the Association agree that the provisions of this Agreement shall be applied to an employee without regard to the race, color, religion, sex, Age, marital status, national origin, sexual orientation, handicap veteran status, association membership, or lack, thereof.
- B. An employee shall have the right to review his/her records upon reasonable notice.
- C. When hiring new employees, the Board shall provide him/her with a copy of the Collective Bargaining Agreement between the Rye School Board and the Rye Educational Support Personnel Association before the perspective employee signs his/her employment agreement. The cost of copies of the Collective Bargaining Agreement shall be shared equally between the Board and the Association.

## ARTICLE 5

### ASSOCIATION RIGHTS

#### A. Dues Deductions

1. Upon presentation of a signed authorization card by the employee to the Office of the Superintendent of schools, the Board agrees to deduct the official dues of the Association from the wages of each employee and pay the total amount of dues collected to the Association Treasurer once a month. The Association will provide the Board with the correct names and addresses of the Treasurer and Building Representative of the Association.
2. Dues for the Association will be deducted from the employee's paycheck as authorized by the employee in writing.
3. Signed forms authorizing such deduction will be submitted to the Superintendent of Schools' Office annually, but no later than September 20<sup>th</sup> and will serve as an authorization for said deduction. For new employees, signed authorization forms must be submitted no later than fifteen (15) days after commencing employment.
4. Nineteen (19) equal deductions are to be made starting with the first pay day in October.

#### B. Fair Share

1. It is recognized that the negotiations for, and the administration of, the Agreement entail expenses which appropriately should be shared by all employees who are beneficiaries of the Agreement. Therefore, if an employee in the bargaining unit does not join the Association, such employee, upon being hired by the District, will be given an authorization form that, upon execution, will allow the District to deduct a "fair share fee" which represents a portion of the membership dues required to be paid by members of the Association, which sum shall be retained for a scholarship fund. The scholarship shall be given by the Rye Educational Support Personnel Association, with the input of the Rye School District, in the name of the Rye Educational Support Personnel Association.
2. The Association agrees to indemnify and defend the Board, the Rye School District, SAU 50, the Town of Rye and any employee, official agent representative or attorney of any such entity from any claim arising out of, or in any way connected with the "fair share fee."

3. Fair share fees for RESPA will be deducted from the employee's paycheck in nineteen (19) equal deductions starting with the first payroll in October.
4. The fair share fee is an amount set by NEA NH in accordance with State Law (approximately 80% of Association dues).

C. Bulletin Boards

The Association will provide a bulletin board in each building for the posting of Association information to its membership.

The placement of bulletin boards in each building shall be determined between the Association and the Building Principal.

D. Copy Equipment

The Board agrees to allow the use of its copying equipment by the Association for the purpose to provide information to its membership. This work will be performed after normal work hours. Materials will be provided by the Association.

E. Copies of agreement

An agreement shall be provided with a copy of this Collective Bargaining Agreement and all appendices. The Board shall comply with this provision no later than thirty (30) working days after the signing of this Agreement. The cost of the copies shall be shared equally between the Board and the Association.

F. Administrative Leave

1. Up to two (2) employees elected as delegates to either the NEA/Representative Assembly or NEA/NH Delegate Assembly shall be allowed up to two (2) days leave with pay to attend either of the above.
2. If the Leave day(s) fall on an employee's regular work day, s/he will submit notification of his/her absence at least two (2) weeks prior to the day of leave as notification to the Building Administrator. Mentioned conventions (one (1) to each).

G. Outsourcing

When a job category contains three (3) or more employees, the District will give the Association a one (1) year's notice before the District will "outsource" to a third party the job category responsibilities.

H. Staff Meeting Information

Staff meeting agendas and minutes will be posted on the bulletin board in the mail room and sent to the employees via email.

I. Policy Book

The Board post the District's policies on the District's website: [res.sau50/about\\_us/school\\_board](http://res.sau50/about_us/school_board). It is the responsibility of the Association leadership to become familiar with Board policies and to keep their Association members informed of such policies that affect their work.

J. Safety

1. It is the Administration's intent to provide a safe and comfortable work environment for all employees. The Administration agrees to comply with the safety regulations as set by law and Board policy.
2. The parties agree that the safety of students and employees are of paramount importance in the Rye School District.

Therefore, all employees within the bargaining unit will participate in all safety and security trainings with all other employees as offered by the District.

K. Miscellaneous

The Board shall provide the Association with information, in writing, including the name, position and rate of pay, for any new employees that are hired under the RESPA Collective Bargaining Unit. The Board will inform the Association of departing employees. The notification will take place within two (2) weeks of hire/departure dates.

## ARTICLE 6

### MANAGEMENT'S RIGHTS

- A. It is understood that the Board shall have the exclusive control of its operation. Nothing in this Agreement shall be deemed to limit the Board in anyway in the exercise of the regular and customary functions of management, including the direction of the working forces, the establishment or methods of operation, the establishment of plans for efficiency, the adoption and maintenance of engineering standards, and the right to select or employ supervisory employees and their assistants, except as specifically and expressly limited by and of the provisions of this Agreement.
- B. In a bona fide emergency affecting the health, safety or welfare of the students, employees and/or visitors of the school, the Board may take whatever action it deems necessary to carry out the mission of the District in said emergency.
- C. The parties agree that all rights and responsibilities of the Board, which have not been addressed by this Agreement, and RSA: 273-A, are retained at the sole discretion of the Board.
- D. It is the Association members' intent to provide a safe and comfortable learning environment for all students.

## ARTICLE 7

### EVALUATION

- A. Prior to April 1<sup>st</sup> each employee shall receive a written copy of his/her annual evaluation. Such evaluation shall be ongoing and will be done on evaluation forms with the objective of meeting the roles and responsibilities of the approved job description. The evaluation shall be done by the employee's immediate supervisor and/or Building Administrator.
- B. A conference between the immediate supervisor and/or Building Administrator and the employee will be held to discuss the evaluation. A copy of the evaluation shall be given to the employee at least two (2) days prior to the conference.
- C. No evaluation that has not been shown to the employee may be placed in the employee's file. The employee shall sign the evaluation, however, such signature shall indicate only that the evaluation has been reviewed by the employee and shall not necessarily indicate concurrence with the contents. The employee will have the right to attach a written response to his/her evaluation within ten (10) days of his/her receipt of the evaluation.
- D. The parties mutually agree to adopt the designated evaluation document that is currently being used at both schools as part of the successor agreement. See Appendix C for document.

## ARTICLE 8

### DISCIPLINE

- A. No employee shall be disciplined, suspended, reprimanded, reduced in rank or compensation, without just cause.
- B. An employee who is suspended and discharged shall be given a written statement of the reasons at the time of suspension or discharge.
- C. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.
- D. Before commencement of any disciplinary action, an Association Representative shall be notified to attend said meeting.
  - 1. Verbal Warning
  - 2. Written Warning
  - 3. Improvement plan (maximum of sixty (60) days);
  - 4. Suspension without pay (five (5) days maximum);
  - 5. Discharge
- E. However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. However, it is understood that an employee does not give up rights to grieve.
- F. An employee may be suspended or discharged without written or verbal warning for the following reasons:
  - 1. Behavior that would endanger students and staff;
  - 2. Being under the influence of liquor or illegal drugs while on duty;
  - 3. Conviction of a felony;
  - 4. Unauthorized absence from duty without notice except for in emergency situations as determined through documentation to the Superintendent of Schools;
  - 5. Theft of District equipment or material
- G. When an employee is going to receive a written warning for disciplinary purposes, prior to the disciplinary meeting, the employer will be informed of his/her right to be represented by the Association at the disciplinary meeting.

- H. In the case of a verbal warning regarding a matter that, if not remedied, could result in suspension or termination, the administrator will keep a record of the discussion including the date it occurred as well as what was said and will inform the Association representative within a reasonable time period.



## ARTICLE 9

### SENIORITY

An employee's seniority shall commence with the hiring date (ie. The date the employee was hired by the District) and continue as long as he/she is employed by the District. An employee shall not forfeit seniority during absences caused by the following:

- a. Illness resulting in total/temporary disability due to his/her regular work with the District, certified to by an affidavit from the District's Workers' Compensation carrier for a period not to exceed eighteen (18) months:
- b. Approved leaves of absences not to exceed one (1) calendar year.

Part time service will be prorated.

A break in service of more than an employee's designated work year shall void prior seniority. Seniority will be maintained if the break in service is the result of a reduction in force or an approved leave.

## ARTICLE 10

### PROBATION

#### A. New Employee

1. Probation period. Whenever the Board hires a new employee, the employee shall serve a probationary period. This period will be no less than three (3) months but may be extended up to six (6) months when additional time is needed to evaluate the employee. Extension of these days must be made by the Building Administrator to the Business Administrator.
2. If the Building Administrator, after written evaluation of the probationary employee, recommends to the Business Administrator continued employment, a Memorandum of Agreement will be issued to the probationary employee.
3. If the Building Administrator, after written evaluation of the probationary employee, recommends to the Building Administrator that the employment not be continued, the probationary employee will be terminated with a two (2) weeks written notice.

ARTICLE 11

CERTIFICATION

A. In the Event that the State should require certification, an employee who is categorized in Article 1, the Recognition clause, must apply for State certification within 60 days after the requirement for certification has been mandated.

1. The initial cost of the State certification for the employee will be paid by the District.
2. The District will provide sufficient opportunities for professional growth each year for staff.

## ARTICLE 12

### VOLUNTARY TRANSFERS

- A. All support employees' position vacancies, either newly created or open, shall be posted seven (7) days prior to advertising to the general public, in order to allow current employees the opportunity to apply for those positions.
- B. Notice of all District support personnel position vacancies will be sent to the President of the Association.
- C. Position vacancy postings shall include position title, category, position location, range of pay, hours of work, and date of beginning of work. All position vacancy postings shall include the date of the posting.
- D. When awarding a position, the building administrator shall utilize the following criteria in determining the transfer of a current employee: an employee's qualifications relative to the open position, evaluation history and seniority. When all criteria are deemed equal, seniority shall be the tie-breaker. The final decision pertaining to the transfer shall be at the discretion of the Superintendent of Schools.

## ARTICLE 13

### RESIGNATION AND TERMINATION

#### A. RESIGNATION

1. An employee who decides to leave employment with the District is required to notify the Building Administrator a minimum of fourteen (14) days prior to his/her resignation. It is desirable, if possible, for the departing employee to give a longer notice.
2. The employee will receive compensation for any earned vacation time with his/her final paycheck.
3. All District property assigned to the employee must be returned to the Building Administrator.
4. If the Departing employee should have any balances due the District for voluntary benefits elected by the employee, the balance due the District will be subtracted from the departing employee's final paycheck. Before the District subtracts any outstanding debt from the employee's final paycheck, the Business Administrator will notify the employee.

#### B. TERMINATION OF BENEFITS

1. All benefits to support personnel will terminate on the first day of the month following the last day of his/her employment in the District. Under federal law (COBRA Legislation), health and dental insurance is available to all departing employees at 102% of the actual benefit cost for a predetermined specified period of time. The employee should contact the Business Administrator for additional information.
2. A departing employee may elect at his/her expense to continue his/her life insurance by contacting the life insurance carrier directly.
3. Any employee who resigns from the District between the first day of July and the last day of August, will be responsible for the full financial obligation of the value of the benefits the employee received in July and August period. The employee will reimburse the District for the costs incurred for such benefits within 45 days or in conformance to an agreed upon payment plan between the District and employee.

4. For an employee who is normally scheduled to work during the summer and leave employment, benefits and District's financial obligation will terminate on the last day of the month succeeding the date of termination of employment.

## ARTICLE 14

### REDUCTION IN FORCE

- A. The Board shall have the authority to determine the number of employees in each support job classification.
- B. In the event the Board determines that it is necessary to conduct a reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements within each job classification in a good faith effort to avoid a potentially unnecessary reduction in force.
- C. The parties agree that if a position in the bargaining unit is eliminated then the District shall allow said employee to transfer to vacancies within his/her job classification.
- D. In the event there are no vacancies within his/her classification, the employee will be allowed to bump the least senior bargaining unit employee in his/her classification provided that the evaluation history of the senior employee is equal or superior to that of the employee being bumped and that the senior employee meets the qualifications and has the ability to perform the job to best meet the student's needs.

## ARTICLE 15

### SICK LEAVE

A. Sick days are earned by the employee at the rate of one (1) work day per month employed, converted to the number of hours the employee normally works per day, and may be utilized for personal illness or illness in the immediate family. Total accumulation allowed will be one hundred thirty (130) days for all employees hired before July 1, 2019.

1. For an employee hired before July 1, 2019, sick time payout shall be in line with Article 18.
2. As of July 1, 2019 all accumulated sick leave shall be non-compensatory for any employee hired after July 1, 2019.
3. For an employee hired after July 1, 2019, total accumulation allowed will be sixty (60) days. All accumulated sick leave is non-compensatory at the time of separation from the District.

#### B. Sick Day Conversion

1. The Board will provide one (1) day of additional pay, at the rate of pay the employee is presently earning, to any employee who has not used any personal or sick days during the employment year.
2. A physician's written statement attesting to the employee's illness may, after five (5) days of continuous absences be required by the Superintendent of Schools to verify entitlement for sick leave benefits.
3. Sick days are only credited to the employee's account at the end of a full month. An employee who is sick during a month may not use that particular month's sick day, as it has not been fully earned.
4. An employee, absent from work due to illness, will have his/her sick leave charged the actual number of hours an employee normally works if the employee is absent the entire day. If an employee is only absent from work for a partial day, the employee will have his/her sick leave charged only for the actual number of hours missed from work. Sick leave will be charged in 15 minute increments.





- d. A part time employee, working 25 hours per week, but less than 30 hours per week

Martin Luther King, Jr. Day  
Thanksgiving Day  
Christmas Day

- e. An employee working less than 25 hours

Not Available

B. Personal Leave

1. An employee shall be granted one (1) day of personal leave per year. After three (3) full years of employment, two (2) days of personal leave per year shall be granted.
2. No employee shall take a personal day solely to extend a vacation period or school holiday, unless approved in writing by the Superintendent of Schools.
3. Except in cases of emergency, a minimum of twenty-four (24) hours advance written notice to the Building Administrator is required.
4. Personal days are non-cumulative.

C. Bereavement Leave

An employee is entitled to up to three (3) days of funeral due to the death of a relative or close friend. Additional days may be granted by the Superintendent of Schools.

D. Professional Leave

Professional leave may be granted with pay for the purpose of attending conferences, workshops or other activities, which will contribute directly to the employee's current position with the District, provided that such professional leave has prior approval of the Superintendent of Schools or his designee.

E. Vacations

1. Full time custodians will earn vacation days at the rate of eight hundred thirty-three thousandths (.833) work days per full month employed. After ten (10) years of employment, full time custodians will earn vacation days at a rate of 1.25 work days per full month employed.
2. All vacation request must have approval of the Custodial Supervisor and Building Principal and be submitted in writing at least two (2) weeks prior to the start of vacation.
3. Vacation days will normally be taken during the months of July and August, or when school is not in session.
4. No employee shall be permitted to accrue in excess of one and one-half (1.5) times his/her annual earned vacation.

F. Jury Leave

Any employee who is required to serve on a jury duty will receive his/her regular daily pay from the District. The employee shall forward to the Business Office of the SAU all reimbursements for such services, exclusive of what personal expenses (e.g. travel) are incurred.

C. Sick Leave Bank

1. A Sick Leave Bank shall be established into which each employee may, by September 15, contribute on an annual basis from one (1) to five (5) days from his/her accumulated sick leave. An employee desirous of contributing to the Sick Bank will Submit a written notice of intent to the Business Office stating the number of days to contribute.
2. Association members may draw from the Sick Leave Bank for additional sick day leave in the case of injury, major surgery, or extended illness. Before applying for this sick leave the employee's accumulated sick leave must be exhausted.
3. Employees that are entitled to paid vacations and are included in the Association must convert one half (1/2) of their vacation time to sick leave before applying to the Association for additional sick leave days.
4. The maximum number of sick leave days an employee can request will be fourteen (14) days in any twelve (12) month period. Repayment will be at a rate of four (4) sick leave days per year.
5. An employee applying for the loan of days from the Sick Leave Bank must have contributed to it at least once.
6. This bank will accumulate up to 120 days. Employees applying for each use of these days must fill out the proper form that will be reviewed by the Association committee for approval.

ARTICLE 16

TEMPORARY LEAVES OF ABSENCE

A. Holidays

1. The following holidays will be observed, with pay, for employees qualified to receive them. Holiday pay will consist of compensation equal to the number of hours normally worked by the employee on a regular work day.
2. The following paid holidays will be observed for the categories listed below:

a. Full Time Custodians:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents Day	Day After Thanksgiving
Memorial Day	Christmas Day
Fourth of July	
Labor Day	

b. Full time employees, working 200 days or more per year, not custodians:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas Day
Labor Day	

c. Full time employees, working less than 200 days, not custodians

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving
Memorial Day	Christmas Day
Veteran's Day	

## ARTICLE 17

### EXTENDED LEAVE OF ABSENCE

#### A. Requests for Leaves of Absence

1. Upon recommendation of the Superintendent of Schools and approval by the Board, leaves of absence without pay not to exceed one (1) year in duration may be granted.
2. Requests for extended leaves of absence may, upon recommendation of the Superintendent of Schools, be approved by the Board to employees who have been employed by the District for at least two (2) consecutive years.
3. All requests, extensions, renewals, early returns or other modifications of leave shall be made in writing to the Superintendent of Schools who shall have a written response within thirty (30) calendar days.

#### B. Child-Rearing Leave

1. An employee shall be granted a leave of absence at the discretion of the Board, for the purpose of child rearing after the birth of, or adoption of, a child upon written notification to the Superintendent of Schools. Termination of such leave will coincide with the end of the school year. An additional leave equal to a school year may be granted upon the written request from the employee. A request for such an extension must be submitted to the Superintendent of Schools not later than March 30<sup>th</sup> of the preceding year.
2. All benefits, to which the employee is entitled at the start of the leave, including accumulated sick leave shall be restored upon return to work, unless changed or modified in the interim by this Agreement or a successor Agreement.
3. If the employee on leave is eligible for the benefits under the Family Medical Leave Act (FMLA), the District will continue the District's percentage of payment for benefits while the employee is covered under FMLA.
4. After the expiration of eligibility under the FMLA leave, or if the employee is ineligible for FMLA leave, the employee may retain his/her health insurance benefits while on leave by paying one hundred percent (100%) of the premiums in a manner prescribed by the Administrator.

5. Any employee returning from an extended leave of absence shall return only at the beginning of a school year, unless otherwise approved by the superintendent of Schools.
6. While on leave of absence, the employee will notify the Superintendent of Schools by May 15<sup>th</sup> of the leave year as to his/her intention of returning to work in September. Failure to make notification by May 15<sup>th</sup> will be construed by the Superintendent of Schools that the employee will be terminating employment with the District.

## ARTICLE 18

### PAY, OVERTIME, WORK YEAR

#### A. Paycheck(s)/Salary

1. An employee may receive, at his/her discretion, wages earned in one (1) of the following methods:
  - a. employee's hourly wage rate multiplied by the number of hours worked per day multiplied by the number of days worked and divided equally into twenty-one (21) or twenty-two (22) pay checks depending upon when the first payroll in August/September occurs;
  - b. employee's hourly wage rate multiplied by the number of hours worked per day multiplied by the number of days worked and divided equally into twenty-six (26) pay checks;
  - c. employee's hourly wage rate multiplied by the number of hours worked in a two week period and paid bi-weekly in one (1) check.
2. An employee who works in July and/or August will be paid his/her hourly rate for all time worked. For an employee who worked in July and/or August his/her earnings for these month(s) will be subtracted from their annual amount before dividing by twenty-one (21) or twenty-two (22) or twenty-six (26) pay checks, if applicable.
3. An employee may change the method s/he receives wage payment by notifying the Superintendent's Office, in writing, by April 1<sup>st</sup> preceding the start of the work year in which the payment method will occur.

#### B. Compensation for 2019-2020:

1. For all custodians, employed by the District prior to August 1, 2018, will have the hourly compensation increase as listed in Appendix A for the 2019-2020 school year added to his/her 2018-2019 hourly pay rate.
2. For all other employees, employed by the District prior to October 1, 2018, will have the hourly compensation increase as listed in Appendix A for the 2019-2020 school year added to his/her 2018-19 hourly pay rate.

3. For custodians hired by the District after August 1, 2018, and all other employees hired by the District after October 1, 2018, compensation will be commensurate with the starting wage for appropriate job classification listed for the 2019-2020 school year in Appendix B.

C. Compensation for 2020-21:

1. For all custodians, employed by the District prior to August 1, 2019, will have the hourly compensation increase as listed in Appendix A for the 2020-21 school year added to his/her 2019-20 hourly pay rate.
2. For all other employees, employed by the District prior to October 1, 2019, will have the hourly compensation increase as listed in Appendix A for the 2020-21 school year added to his/her 2019-20 hourly pay rate.
3. For custodians hired by the District after August 1, 2019, and all other employees hired by the District after October 1, 2019, compensation will be commensurate with the starting wage for the appropriate job classification listed for the 2020-21 school year in Appendix B.

D. Compensation for 2021-22

1. For all custodians, employed by the District prior to August 1, 2020, will have the hourly compensation increase as listed in Appendix A for the 2021-22 school year added to his/her 2020-21 hourly pay rate.
2. For all other employees, employed by the District prior to October 1, 2020, will have the hourly compensation increase as listed in Appendix A for the 2021-22 school year added to his/her 2020-21 hourly pay rate.
3. For custodians hired by the District after August 1, 2020, and all other employees hired by the District after October 1, 2020, compensation will be commensurate with the starting wage for the appropriate job classification listed for the 2021-22 school year in Appendix B.

E. Compensation for 2022-23

1. For all custodians, employed by the District prior to August 1, 2021, will have the hourly compensation increase as listed in Appendix A for the 2022-23 school year added to his/her 2021-22 hourly pay rate.



2. For all other employees, employed by the District prior to October 1, 2021, will have the hourly compensation increase as listed in Appendix A for the 2022-23 school year added to his/her 2021-22 hourly pay rate.
3. For custodians hired by the District after August 1, 2021, and all other employees hired by the District after October 1, 2021, compensation will be commensurate with the starting wage for the appropriate job classification listed for the 2022-23 school year in Appendix B.

F. Compensation for 2023-24

1. For all custodians, employed by the District prior to August 1, 2022, will have the hourly compensation increase as listed in Appendix A for the 2023-24 school year added to his/her hourly pay rate.
2. For all other employees, employed by the District prior to October 1, 2022, will have the hourly compensation increase as listed in Appendix A for the 2023-24 school year added to his/her 2022-23 hourly pay rate.
3. For custodians hired by the District after August 1, 2022, and all other employees hired by the District after October 1, 2022, compensation will be commensurate with the starting wage for the appropriate job classification listed for the 2023-24 school year in Appendix B.

G. Certification Committee

A committee will be created consisting of one (1) Board member, two (2) RESPA representatives, one (1) Building Principal and the Business Administrator to establish and mutually agree upon criteria for advanced certification and amounts of stipends.

H. Overtime/Call in Time

1. Overtime shall be awarded to an employee who is qualified to do the work and will be offered to employees of the building where the overtime work occurs. The employee who routinely performs the work will have first preference for the overtime. Overtime is paid, regardless, if holiday is in the pay period.

2. An employee, who is approved to work beyond his/her normal hours, will be compensated at straight time up to forty (40) hours. Assignment beyond normal hours may only be made by the Building Administrator and/or the Superintendent of Schools or his/her designee.
3. When an employee is called in to work outside of his/her regularly scheduled working hours, he/she will be paid a minimum of two (2) hours at time and a half ( $1\frac{1}{2}$ ).
4. Custodian overtime will be awarded to all custodial staff on a rotating basis as equally as possible.
5. Should all qualified building employees where the overtime occurs decline the overtime, the least senior employee will be required to take the overtime; on a rotating basis.
6. In the case of work required and authorized by the building administrator that will have to be performed outside the employee's regular schedule, the building administrator and the employee can mutually agree to trade regularly scheduled hours for the hours outside an employee's normal work schedule on a one-for-one basis. However, if there is no agreement, and the employee is required to work hours outside of his/her regular schedule, s/he will be compensated for those extra hours at time and one half. In the event that an employee has already worked forty (40) hours in a given week, the building administrator and the employee can mutually agree to trade hours on a one for one and a half basis.

#### I. Longevity

1. A full-time employee will be entitled to a stipend for continued service and loyalty to the District. Longevity stipends will be paid in one (1) lump sum on or after the payroll of December 1<sup>st</sup> in a separate payroll check. An employee is entitled to the following amounts:

After 5 years:	3 $\frac{1}{2}$ % of annual gross salary
After 10 years:	4% of the annual gross salary
After 15 years:	4 $\frac{1}{2}$ % of the annual gross salary
After 20 years:	5% of the annual gross salary
2. No longevity stipend may exceed a maximum of Sixteen Hundred (\$1,600.00) Dollars per year.



3. A full- time employee must have worked at least five (5) consecutive years before receiving a longevity stipend. The employee must have attained the five (5) full years before July 1<sup>st</sup> in which the stipend is granted. An exception is made for those employees whose work year is essentially the school year. These employees must have attained five (5) years by September 15<sup>th</sup> of the fiscal year in which s/he will receive the stipend. Any employee, who attains five (5) full years of employment after July 1<sup>st</sup>, or in school year cases after September 15<sup>th</sup>, must wait until the next year before they are qualified to receive the longevity stipend.
4. The longevity stipend will be a percent of the anticipated gross salary, excluding anticipated overtime, of the employee as stated on the most recent "Memorandum of Agreement". All years counted toward a longevity stipend must be consecutive and cannot contain any periods of time in which the employee was not a regular employee in the District.
5. To receive the longevity stipend, the employee must be an active full-time employee of the District as of December 1<sup>st</sup> of the year in which the longevity stipend is to be paid.

J. Memorandum of Agreement

An employee will receive his/her Memorandum of Agreement no later than May 15<sup>th</sup>. The Memorandum of Agreement will contain the employee's current pay plan method and a listing of the other pay plan options available to the employee. Job descriptions will be issued with yearly Memorandum of Agreement.

K. Pay Period

1. An employee will be paid on a biweekly payroll system. Pay periods will begin on Sunday and end two (2) weeks later on Saturday. Paychecks are distributed on the following Friday.
2. If an employee's paycheck should have compensation for which the employee was not entitled, the amount of the overpayment will be deducted from the following paycheck, after notification to the employee.

L. Accumulated Sick Days

The District shall pay an employee, who is leaving the District after fifteen years of service, \$35 per day for all accumulated sick days up to a maximum of \$4,000.

M. When Working within Multiple Job Classification

An employee who works more than one (1) position shall have his/her hours combined from each position for determination and qualification for benefits and pay.

N. Higher Rate Assignment/Summer Employment

Any employee who shall perform duties outside of his/her normal classification will be compensated at the established rate of the job category being performed.

O. Telephoning of Substitute Personnel

If any member of the Association performs the duty of telephoning for substitute personnel, the budgeted stipend will be paid to that employee. The stipend will be reviewed on an annual basis, by the Board.

P. Emergency Closing/Delayed Opening

In snow or adverse weather conditions, which force the closing or delayed opening of school, an announcement to delay or close the school for the day will be made as early as possible over the local radio stations that will broadcast these announcements. All employees will be called by the automated phone message system if possible.

An employee will be informed by the building administrator, annually as to the appropriate time to report to work on delayed opening days. A full-time employee will be paid his/her regularly scheduled hours on a day with a delayed opening or emergency early release. Said days must be counted by the State as full days of schools.

Q. Custodial/Food Service Work Attire

The District shall provide at no cost, shirts an employee is required to wear during work hours, excluding school vacations, holidays and summer vacation. Issues with comfort will be considered by the Building Administrator on an individual basis.

## ARTICLE 19

### INSURANCES

#### Health Insurance

- A. The District shall provide the choice of a Health Maintenance Organization AB20 (07)-RX10/20/45 plan and a Consumer Driven Health Plan (CDHP) [CDHP 2500/5000].
- B. The District shall competitively bid the health insurance contract as necessary. The successful bidder will be chosen by the Board, with the input from the Association, based on a lower cost plan that is most comparable to the benefits currently provided. With the understanding that every effort will be made to ensure that any new health insurance plan will have similar co-pays, deductibles and network of providers as the current plans.
- C. A Committee will be established that includes the Superintendent, two (2) RESPA members, one (1) school board member and the Business Administrator to review bids, give input and give annual feedback.
- D. The District will contribute the following percentage of the health premiums for any full-time employee who is enrolled in a District health plan as of May 15, 2019:

<u>2019-2020</u>	<u>Single</u>	<u>Two-Person</u>	<u>Family</u>
HMO	97.5%	75%	75%
CDHP	97.5%	85%	85%

<u>2020-2021</u>	<u>Single</u>	<u>Two-Person</u>	<u>Family</u>
HMO	95%	75%	75%
CDHP	97.5%	85%	85%

<u>2021-2022</u>	<u>Single</u>	<u>Two-Person</u>	<u>Family</u>
HMO	92.5%	75%	75%
CDHP	97.5%	85%	85%

<u>2022-2023</u>	<u>Single</u>	<u>Two-Person</u>	<u>Family</u>
HMO	92%	75%	75%
CDHP	97.5%	85%	85%

<u>2023-2024</u>	<u>Single</u>	<u>Two-Person</u>	<u>Family</u>
HMO	92%	75%	75%
CDHP	97.5%	85%	85%

2019-2020 employees will start paying 2.5% toward single insurance premium  
 2020-2021 employee increase to 5% total contribution to single insurance premium  
 2021-2022 employee increase to 7.5% total contribution to single insurance premium  
 2022-2023 employee increase to 8% total contribution to single insurance premium  
 2023-2024 employees remain at 8% total contribution to single insurance premium

E. Health Care Reform Act- Excise Tax

If a provision in Article 19 is deemed to be taxable under the "Excise Tax" within the Patient Protection and Affordable Care Act (ACA) or its regulations, either the District or the Association may request in writing that only this article be re-opened for negotiations.

F. An employee will be eligible to receive, or continue to receive, health insurance benefits provided that the employee works thirty (30) hours, or greater, weekly either in one (1) position or multiple positions and all positions are in the recognition clauses of the District's multiple collective bargaining agreements.

G. Insurance Opt-Out:

1. Any full-time employee electing not to have health insurance, will receive an annual sum of Two Thousand (2,000) Dollars, prorated accordingly if the employee works less than the current year, custodians only or the school year, prorated for all other employees and paid in cash. This amount will be paid equally in December and June. An employee must notify the Business Administrator annually in writing by June 15<sup>th</sup> to be eligible to receive this incentive payment.
2. For an employee to receive this health insurance payout incentive, the employee must give written proof annually that he/she has other health insurance in effect and that health insurance must remain in effect for the duration of the fiscal year.
3. Upon annual notification of non-participation in the insurance plan, the employee will continue to receive the non-participation incentive until the employee elects to participate in the insurance plan.



4. The incentive amounts listed above are prorated if an employee should not work the entire school year.
  5. The incentive amounts shall be paid equally in December and June.
- H. Any employee enrolled in a District health insurance plan as of June 30, 2013 will receive the following cash payments. Payments will be made in equal installments in December and June.

<u>Plan</u>	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Year Four</u>	<u>Year Five</u>
Blue Choice	\$900	\$900	0	0	0
HMO	\$900	\$650	0	0	0

- I. Employees eligible for health care will be able to choose one of the following (HRA or HSA) depending on the choice of health insurance plan.
- J. The District and RESPA agree to create a Health Reimbursement Account (HRA) for employees who are eligible for Health Care. The School Board shall provide up to \$12,500.00 per year for tax free reimbursement for any prescription co-pays in excess of \$20.00 ( the difference between preferred name brand drugs and non-preferred name brand drugs) A third party administrator shall be used to facilitate reimbursement for the prescription drug co-pays.
- K. For any employee selecting the Consumer Driven Health Plan; the District will contribute annually into the employee's Health Savings Account (HSA) 75% of the maximum deductible amount specific to his/her plan (single, two-person or family) The district will provide a debit card system administered by a third party to allow employees access to these funds.
- L. The Board need not provide coverage as stipulated in Article 19 if an employee is covered under the same or similar health and/or dental plan. If an employee is found to have dual coverage with another employer, the employee must reimburse the District an amount equal to the premiums paid by the District during this time.
- M. Dental Insurance
- I. The District shall provide the choice of two (2) dental plans (Low Option and High Option) to include single, two-person or family plans. The maximum liability to the District will be 90% of the actual cost of the Single Low Option Plan. The employee may elect a two-person or family (Low or High Option) but the employee must pay the difference in the premium between the Low Option Single plan and the dental plan selected by the employee.

2. An employee who elects not to participate in a dental plan will have Fifty (\$50) Dollars per year (Four and Seventeen Hundredth {\$4.17} Dollars per month) placed into an employee reimbursable account of his/her choice or be given the equivalent in cash. The incentive payment to be made will follow the same guidelines as stated in Article 19 G-1 and associated sub-paragraphs.

N. Life Insurance

The district will contribute up to Thirty-One (\$31) Dollars per year (Two and Fifty-nine Hundredth {\$2.59} Dollars per month) for any group term life insurance that the District is offering with a policy limit of \$15,000.

O. Long Term Disability (LTD) Insurance

The District will contribute up to one Hundred (\$100) Dollars per year (Eight and Thirty-four Hundredth {\$8.34} Dollars per month) for long-term disability insurance. The LTD benefit will be Sixty (60%) percent of monthly salary, commencing on the Ninety First (91<sup>st</sup>) day of disablement.

P. Reimbursement

1. Any Full-time employee, electing not to have health insurance will receive an annual sum of Two thousand (\$2,000) Dollars benefit prorated accordingly if the employee works less than the current year, custodians only, or the school year, prorated for all other employees, placed into a reimbursable account of the employee's choice or be given the equivalent in cash. Amount to be paid equally in December and June. An employee must notify the Superintendent of Schools annually, in writing by June 15<sup>th</sup>, to be eligible to receive this incentive payment.
2. After the initial notification of non-participation in the insurance plan, the employee will annually continue to receive the non-participation incentive until the employee elects to participate in an insurance plan.



Q. Workers' Compensation

Workers' compensation benefits will be provided as specified in the New Hampshire statutes whenever an employee is absent from work as a result of personal injury caused by an accident or an injury in the cause of his/her District employment and his/her claim is deemed payable under Workers' compensation. The employee will receive from the Worker's Compensation carrier a bi-weekly payment while the employee is on Workers' Compensation. While on Workers' Compensation, the employee will not receive any pay directly from the District. However, the employer will continue to receive privileges and benefits as afforded by this CBA.

R. Bonding of Employees

The Board will provide that an employee whose duties include responsibility for the handling of money will be bonded and the employee will be rendered safe from prosecution if those monies are destroyed, stolen, damaged or lost through no fault or negligence of the employee in charge.

S. Benefits to Employees Hired Prior to June 30, 2003

Any employee hired prior to June 30, 2003, and receiving benefits may continue to receive said benefits on a prorated costs basis (twenty five {25} hours equaling hundred {100%} percent) until employee voluntarily refuses said benefits.

T. Benefits to Employees Hired After June 30, 2005

1. Any employee, hired after June 30, 2005 and is eligible to receive benefits, will receive said benefits on a prorated basis [thirty (30) hours equaling one hundred percent (100%)]. Participation in dental, life and long-term disability require the employee to work a minimum of thirty (30) hours per week. Any employee working less than thirty (30) hours per week is not eligible for these benefits.

2. Any employee who is receiving benefits from the District's employment and resigns from the District between the first day of July and the last day of August will be responsible for the full financial obligation of the value of the benefits for the time period which the employee received said benefits. The employee will reimburse the District for the costs incurred for such benefits within 45 days, or in conformance to an agreed upon payment plan between the district and the employee.

3. If a departing employee should have any monetary balances due the District, the balance due the District will be deducted from the departing employee's final paycheck. Before the District subtracts any outstanding amount from the employee's final paycheck, the Business Office will notify the employee.



## ARTICLE 20

### PROFESSIONAL DEVELOPMENT

- A. Each employee who is employed thirty (30) hours a week or greater will be allotted Eight Hundred (\$800.00) Dollars per year for staff development purposes.
  - 1. These funds may be used for courses and/or conferences
  - 2. The cost of building administrator directed activities will not be deducted from the employee's personal professional development allotment. Any portion of course or workshop funded by a grant designed specifically to cover the cost of such courses or workshops will not be deducted from said allotment.
  - 3. No employee will receive more than Eight Hundred (\$800.00) Dollars for all activities in a given salary agreement year.
  - 4. The maximum cost for all employees for professional development to the District shall not exceed Eight Thousand (\$8,000.00) Dollars.
- B. Courses must have been approved by the Superintendent of Schools or his/her designee in advance of enrollment.
- C. An employee earning credit and completing courses after June 1<sup>st</sup>, and/or during the summer shall be reimbursed in September only if they continue in the employment of the District provided, in the case of course work, that evidence of passing grades has reached the Superintendent of Schools by September 15<sup>th</sup>. After September 15<sup>th</sup>, payment will be made within forty-five (45) days of submission of evidence of passing grades in the credits to the Superintendent of Schools. Reimbursement of courses will be charged against the employee's allocation in the year in which it is paid.
- D. The Board agrees to provide advance funding to an employee for courses, workshops and/or conferences related to employee duties with the approval of the Superintendent of Schools or his designee.
  - 1. Should an employee have personal expenses for a professional development activity that was required by or approved by the building administrator, and funding has been encumbered by the business administrator, the District shall reimburse the employee the expenses of said activity upon proof of payment and attendance up to the amount that has previously been encumbered.

2. In order to receive advance funding, an employee agrees to provide appropriate evidence of tuition costs or workshop/conference fees. Any employee receiving advance funding will sign a statement of agreement to reimburse the District should the employee fail to complete the activity satisfactorily. Such monies to be reimbursed may be withheld from salary.
- E. An employee must provide a copy of transcript, or grade report, or in the case of conferences and workshops, proof of attendance.



## ARTICLE 21

### OTHER BENEFITS

#### A. Christmas Club/Credit Union/Banks

1. An employee may join the Seacoast Federal Credit Union and/or the Northeast Federal Credit union. An employee, through payroll deductions, will be able to contribute/pay to his/her credit union and/or Christmas accounts.
2. The District has no direct affiliation with and accepts no responsibility for any action(s) of the Seacoast Federal Credit Union or the Northeast Federal Credit Union. The District merely serves as a convenient intermediary for transfer of payroll funds from the employee to the Credit Union.

#### B. Travel

An employee requested, by an administrator, to make a school trip on behalf of the District for school business will be reimbursed for mileage at the established District designated rate.

#### C. Employee Reimbursable Accounts

An employee will have the availability of participating in either a "Health Care Reimbursable Account," or a Dependent Care Reimbursable Account," or both, at no cost to the employee.

#### D. Criminal Records Check

The Board will pay the cost of the initial records check.

## ARTICLE 22

### MISCELLANEOUS PROVISIONS

- A. Should any article, section or portion thereof, of this Agreement be in violation of a State Law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision. Within fifteen (15) days of the issuance of such decision, the parties agree to negotiate a substitute for the invalidated article, section or portion thereof.
- B. This Agreement may not be modified, in whole or in part, by either party, unless mutually agreed to by both parties in writing.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by certified mail to the following address:
  - 1. If from the Association to the Rye School Board:  
c/o School Administrative Unit Fifty  
48 Post Road  
Greenland, NH 03840
  - 2. If from the Rye School Board to the Association:  
  
At the appropriate address filed with the Board

## ARTICLE 23

### DURATION

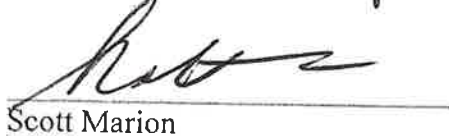
This Agreement shall become effective as of July 1, 2019, and shall continue in effect until June 30, 2024, subject to either party's right to negotiate a successor Agreement as set forth in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to the Agreement, and, unless such extensions are agreed upon, this Agreement shall expire on the date indicated herein. Where there is a conflict between this Agreement and State Law, state law will take effect.

Signed this 17 day of July 2019

Rye School District

  
Margaret Honda, Chairperson

  
Debra Crapo

  
Scott Marion

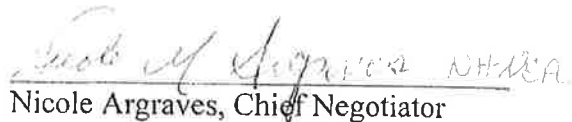
  
Jeanne Moynahan

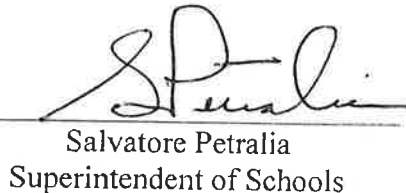
  
Paula Tsetsilas

Rye Educational Support  
Personnel Association

  
Sharon Sparks, President

  
Edward O'Brien, Vice President

  
Nicole Argraves, Chief Negotiator

  
Salvatore Petralia  
Superintendent of Schools

## APPENDIX A

### 2019-2020:

For the 2019-2020 year, the following hourly wage increases will be applied to the employee's 2016 wage rate, for those employees eligible to receive the wage increase (please see Article 18)

Building Custodian	\$ .50
Food Service Assistant	.50
Food Service Assistant Manager	.50
Food Service Manager	.50
Information Systems Technology Specialist	.50
IST/Media Associate	.50
Para-educator and Special Education Aide	.50
Secretary	.50
Secretarial Assistant	.50

### 2019-2020 Year

Increase to all New Hire Base Wages by .50 as reflected above

Increase of current employee base wage by .50

A three and a quarter ( 3.25%) percent hourly wage increase will be applied to the employee's 2016 wage rate for those employees eligible to receive the wage increase ( see Article 18)

### 2020-2021 Year

A three (3%) percent hourly wage increase will be applied to the employee's 2019-2020 wage rate for those employees eligible to receive the wage increase ( see Article 18)

### 2021-2022 Year

A three (3%) percent hourly wage increase will be applied to the employee's 2020-2021 wage rate for those employees eligible to receive the wage increase (please see Article 18)

### 2022-2023 Year

A three (3%) percent hourly wage increase will be applied to the employee's 2021-2022 wage rate for those employees eligible to receive the wage increase (please see Article 18)

### 2023-2024 Year

A three (3%) percent hourly wage increase will be applied to the employee's 2022-2023 wage rate for those employees eligible to receive the wage increase (please see Article 18)



APPENDIX B

NEW HIRE STARTING WAGES

2019-2020 Year:

For a newly hired employee or an employee who is not eligible to receive the wage increase as defined in Article 18, the following starting hourly wage rates will be used:

Building Custodian	\$ 16.00
Food Service Assistant	10.80
Food Service Assistant Manager	12.50
Food Service Manager	18.50
Information Systems Technology Specialist	23.50
IST/Media Associate	14.50
Para-educator and Special Education Aide	13.50
Secretary	16.75
Secretarial Assistant	14.00

For a newly hired employee or an employee who is not eligible to receive the wage increase as defined in Article 18, the starting wage rates above will be used in the first year of hire and then wage increases in successive years as noted in appendix A shall be applied to the base wage for all employees eligible to receive the wage increase each year of the CBA.



RYE SCHOOL DISTRICT  
SUPPORT STAFF EVALUATIONS

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Rating System

Met (M)      In Progress (IP)      \*\*Not Met (NM) \*\*      Not Applicable (N/A)

\*\*Includes explanation in the written comment Section

Personal Qualities	Rating
1. Demonstrates good communication skills with students and staff	
2. Demonstrates enthusiasm and cooperation in the workplace	
3. Exhibits flexibility in regard to scheduling/work situations	
Work related Responsibilities	Rating
1. Exhibits a willingness to work with colleagues	
2. Establishes a professional rapport, maintains appropriate boundaries, and confidentiality in all settings relating to student issues.	
3. Is self-directed regarding student needs and safety in the workplace	
4. Is familiar with specialized equipment and or terminology applicable to performance responsibilities.	
5. Organizes and plans scheduled time effectively	
6. Ability to set limits with students and follow through with behavior management techniques	
7. Maintains competence by participating in professional development when required or necessary to maintain professional standards	
8. Is imaginative and adaptive with curriculum and materials	
9. Is punctual and maintains professional responsibility with attendance.	

Comments:

\_\_\_\_\_  
Staff Signature/Date

\_\_\_\_\_  
Supervisor Signature/Date

\*Signature represents receipt of document not necessarily agreement with its content.

APPENDIX D

FAIR SHARE FEE  
AUTHORIZATION OF DEDUCTIONS

I, the undersigned, understand that the RESPA Agreement July 1, 2019 to June 30, 2024 contains a "fair Share" clause which states that all employees who are beneficiaries of this Agreement should share in the cost of its negotiation and administration by RESPA.

Should you choose not to become a member of the Association and not pay Association dues, by signing below, you give the Rye School District permission to withdraw a "fair share" fee from your pay in nineteen (19) equal deductions starting with the first payroll in October. The fair share fee is prorated if you are a part-time employee.

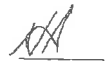
Fair Share fee is an amount set by NEA NH in accordance with State Law (approximately 80% of the Association dues.)

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

You are not required to sign this document as a condition of employment. However, should you decide not to sign this authorization, the Association retains the right to pursue a claim in a court of law for the fair share fee.



APPENDIX E

ACKNOWLEDGEMENT OF RECEIPT

I, the undersigned, acknowledge that I have received one (1) copy of the RESPA agreement July 1, 2019 to June 30, 2024. I further acknowledge that it is my responsibility to be familiar with this document.

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

*This Acknowledgement of Receipt must be signed and returned to the SAU 50 office before the prospective employee may begin work.*