

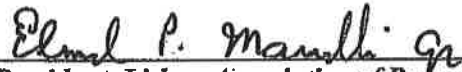
**LISBON REGIONAL SCHOOL DISTRICT  
PROFESSIONAL NEGOTIATED AGREEMENT  
LISBON REGIONAL SCHOOL BOARD**

**And**

**LISBON ASSOCIATION OF PARAEDUCATORS/NEA-NH**

**For**

**School Year(s) 2016-2017, 2017-2018**



*President, Lisbon Association of Paraeducators/NEA-NH*

Approval Date 4/27/16



*Chairman, Lisbon Regional School Board*

Approval Date 2 May 2016

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The Lisbon Regional School Board (hereinafter "the School Board") and the Lisbon Association of Paraeducators (hereinafter "the Association") hereby enter into the following Agreement.

## **ARTICLE 1 - RECOGNITION**

**1.1** The School Board recognizes the Association as the exclusive bargaining representative of those Lisbon Regional School District employees for whom the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Association as the exclusive bargaining representative.

**1.2** In Decision No. 2004-184, the PELRB included all Paraeducator positions in this bargaining unit.

## **ARTICLE 2 - NEGOTIATION PROCEDURES**

**2.1** Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.

**2.2** The Association will notify the School Board of its intent to negotiate no later than October 1 of the year before the expiration of this Agreement.

**2.3** Bargaining of issues not related to a successor agreement may be initiated by either the Association or the School Board by serving written notice of its intentions in accordance with RSA 273-A:3 II(a). In accordance with RSA 273-A:3 II(a) for opening/reopening negotiations to occur both parties would have to agree in writing, if one of the parties does not agree, no negotiations shall occur.

## **ARTICLE 3-GRIEVANCE PROCEDURES**

**3.1** A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement. Whenever a claim is made by a member of the Lisbon Association of Paraeducators that there has been a violation or inequitable application of any of the provisions of this Agreement the claimant will first discuss the matter with the Building Principal, with the objective of resolving the matter informally. If the claim is not resolved, or no decision is forthcoming from the Building Principal within five (5) school days, the claimant must reduce the claim to writing and file it with the Building Principal and the Association within fifteen (15) school days of its first discussion above; otherwise the claim will be considered dropped.

**3.2** The Principal will meet with the claimant, accompanied if desired by an Association representative of his/her choice within five (5) school days of receiving the written claim to resolve it. The claimant must notify the Administration in writing if he or she is to be represented. If the claim continues unresolved, or if no written decision is forthcoming from the Principal within ten (10) school days after discussion, the claimant may request, directly or through his/her designated Association representative, that the claim be submitted to the Superintendent of Schools within fifteen (15) school days after discussion; otherwise, the claim will be considered dropped.

**3.3** The Superintendent will meet with the claimant and if the claimant chooses; their Association representative, in a further effort to resolve the claim within ten (10) school days of receiving claim. If the claim continues unresolved or if no written decision is forthcoming from the Superintendent within ten (10) school days after discussion, the claimant may request within thirty (30) days after the discussion that the claim be brought before the School Board; otherwise it will be considered dropped.

**3.4** The School Board will meet, within fifteen (15) days or the next regular School Board Meeting, whichever is later, of the receipt of the unresolved claim, with all parties involved and with any witnesses deemed helpful by the School Board. The School Board will render its decision within ten (10) school days of conclusion of discussion of the claim.

**3.5** If the Grievance is not resolved at the School Board level, the Association may take the grievance to arbitration. The arbitrator will be chosen under the Rules of the American Arbitration Association or under the procedures established by the New Hampshire PERLB. The decision of the arbitrator shall be final and binding.

1. The arbitrator has no authority to alter, change, or modify any provisions of this agreement.
2. The arbitrator's fees and reasonable expenses shall be born equally by the District and the Association.
3. The arbitration provisions contained herein shall be subject to the provisions of RSA 542 "Arbitration of Disputes".

#### **ARTICLE 4-VOLUNTARY DUES DEDUCTIONS**

Upon receipt of written authorization signed by an employee, the Superintendent's Office shall deduct an amount to provide for payment of dues for membership in the Association from the regular salary check of that employee. Deductions shall be in equal amounts for fifteen (15) consecutive pay periods, beginning with the second pay period in October of each school year. The amounts so deducted shall be remitted to the Association Treasurer by the end of the month in each of the months December through April. Dues deductions will be contingent upon appropriate salary funding.

Authorization forms shall be as hereinafter specified, and must be signed by the employee and received in the Supervisory Union Office no later than October 1 of any school year in which that person wishes the deductions to be made.

#### **ARTICLE 5- LETTER OF AGREEMENT**

**5.1** The District shall provide by June 1<sup>st</sup> of each year, for continuing employees only, a letter of agreement to reemploy, including the expected position, expected rate of pay, expected hours per day, and expected days per year. Such letter of agreement will specify that either the employee or the School District may end the employment of the individual holding that position by providing fourteen (14) days written notice to the other. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.

5.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by June 14<sup>th</sup>. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

5.3 Once an employee returns a letter of agreement by June 14<sup>th</sup>, should a change be contemplated by the District, the employee shall be consulted prior to any change being made.

## ARTICLE 6-Conditions of Employment

### 6.1 Sick Leave/Personal Leave

Full time school year employees shall have access to Seven (7) paid sick days per year accumulative to (55) days. The seven days will start at the beginning of the school year. A physician's certificate of health or of illness may be required after an absence of three (3) consecutive work days. Failure to present a certificate, when required, will mean that the employee will not be paid for sick leave for that particular absence.

Full time school year employees shall have access to three (3) days per year, non-accumulative, with 24 hours prior notice to the administration without requiring a reason for said request. It is understood that these days must be used for personal business and not for recreation or vacation. Additional unpaid days may be granted with Building Principal Approval. Use of personal leave may not be used to extend a school holiday or school vacation unless a reason is given and approved by the Building Principal.

### 6.2 Childbearing Leave

Employees have access to childbearing leave under the provisions provided by the Family Medical Leave Act.

### 6.3 Childrearing Leave

Employees have access to childrearing leave under the provisions provided by the Family Medical Leave Act.

6.4 **Professional Leave.** All members of the bargaining unit shall have two (2) days, non-accumulative, per year. This may be used for professional conferences, observations, workshops, visitations, etc., not especially designed for Staff Development credit, provided they are approved by the Building Principal. Reimbursement for mileage and/or meals will be made at the School Board's discretion.

6.5 **Jury Duty.** When a person is called for jury duty, that person will continue to receive his or her salary in the regular manner, with the following stipulation: such money as that person receives for the jury duty, minus expenses (mileage, food, lodging, etc.), will be deducted from that regular pay, on submission of a voucher for said amount to the School Board. If it is not possible, because of computer problems, to deduct this amount from a regular paycheck, the person is to receive his or her regular check and will reimburse the district for the amount of the fee described above.

6.6 **Bereavement Leave.** All members of the bargaining unit shall receive three (3) days per occurrence, non-accumulative for bereavement leave in the case of the death of the employee's immediate family: parent or guardian, spouse, child, brother, sister, or mother/father-in-law. One day per occurrence shall be granted for the death of a member(s) extended family: grandparent, grandchild, brother/sister-in-law. Notification for the leave shall be given to the Building

Principal as soon as possible. Additional days may be granted at the discretion of the School Board. Denial of additional days shall not be subject to the grievance procedure.

**6.7 Military Leave.** Any employee who is a qualified member of the Reserve Components of the United States will be granted a leave of absence for annual training leave when the employee has been directed by the Reserve Component to attend such instruction. Request for such leave should be made to the Building Principal immediately upon receipt by the employee(s) of notification to be present at such training.

A Lisbon Association of Paraeducator member granted military leave will either have monies deducted at the rate of 1/186 of his/her annual salary or continue to receive his/her regular salary with the following stipulation: such money as that person receives for military duty during the actual days on leave, minus expenses, (mileage, food, lodging, etc.,) will be deducted from that regular pay on submission of a voucher for said amount to the School Board. If it is not possible, because of computer problems, to deduct this amount from a regular paycheck, the person is to receive his/her regular check and will reimburse the District for the amount of the fee described above.

**6.8 Association Business.** Up to two days leave per year, non-accumulative for the President or his/her designee without loss of pay or benefits shall be granted to one member of the Lisbon Association of Paraeducator's Association. The Building Principal will be notified in writing at least ten (10) days prior to the leave, as to the date and the reason for the leave.

**6.9 Holidays.** Full time school year employees shall receive Labor Day, Thanksgiving, Veterans' Day, Christmas Day, New Years and Memorial Day holidays with pay.

**6.10 Section 125 Accounts.** Employees who meet SAU Qualifications will have access to a Section 125 Account for premium contributions and any other qualified contributions allowed under the Internal Revenue Service up to the maximum allowable limit as currently available thru the SAU. The plans that are offered and the qualifications for accessing those plans are at the discretion of the SAU.

## **ARTICLE 7-SEVERANCE PAY**

**7.1** After ten (10) years of service, upon severance or death of an employee, or at the time of retirement, such employee or his/her survivor shall be paid the equivalent of his/her accumulated sick leave at the per diem rate of \$35.00, not to exceed One Thousand Dollars (\$1000.00). LAP member(s) must submit in writing to the office of the Principal between July 1<sup>st</sup> and November 1<sup>st</sup> a notification of intent to retire in the school year in which the retirement is to occur. This letter may be withdrawn prior to November 1<sup>st</sup> by the member.

## **ARTICLE 8-INSURANCES**

**8.1 Medical Insurances.**

**Full time school year employees covered by this agreement will have access to the following plan: Access Blue 15 Plan (AB15IPDED-RX10;20/45**

**The cost of this policy will be split between the District and the Employee as follows:**

**District 80%**

**Employee 20%**

**The district will assume the above noted percent of the current year cost of a single Access Blue 15 Plan. The district will assume the cost of the above noted percent of the current year cost of a single Access Blue 15 Plan towards the Couple and Family coverage if an employee chooses to access those plans, provided that our insurance carrier allows such access.**

**.2 Life Insurance.**

A convertible \$20,000 life insurance policy with accidental death and dismemberment benefits shall be provided. Accidental and sickness benefits shall be provided subject to the following stipulations:

1. Sixty per cent of average salary.
2. Sixty day waiting period.
3. If an employee has over 20 days of sick leave the employee must use it, and the District will only be required to pay the difference between the insurance benefits and full pay for those sick days creditable to the employee in excess of 20 days.
4. Maximum benefit period for an accident or an illness shall be 104 weeks.

**8.3 Dental Insurance.**

Full time school year employees covered by this agreement shall have access to the current dental plan at the district rates provided that our insurance provider allows such access. The District shall pay 100% of the cost of a single dental plan for those full time school year employees not electing to take 8.1 Medical Insurance Benefits.

The District shall pay 80% of the cost of a single dental plan and the employee shall pay 20%.

**ARTICLE 9-FAIR TREATMENT**

**9.1** The Administrator shall notify a Paraeducator within a reasonable period of time whenever there is any evidence of an infraction or an alleged infraction, and indicate expected correction. The Paraeducator shall at all times be entitled to have a representative of her/his choice present when being formally disciplined for any infraction of rules or unsatisfactory performance.

**9.2 Notice of Vacancies:** Notices of vacancies within the Lisbon School District will be posted on the official bulletin board in each of the schools. Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned.

The period between posting of and closing of applications shall be no less than four (4) days. When a vacancy arises in any Paraeducator position, qualified people presently on staff will be given consideration.

## **ARTICLE 10 – CONTRACT DAYS**

Work year of 188 days defined:

\*180 student contact days      \*2 days prior to start of school      \*6 Holidays

All full time school year employees shall be paid for the following holidays provided that school is not in session:

Labor Day Thanksgiving Day Veterans' Day Christmas New Years Memorial Day

If school is in session, or scheduled for a listed holiday, employees are expected to work, and another day will be designated as a paid day for all employees.

## **ARTICLE 11-SEPARABILITY**

If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into negotiations within reasonable time or 20 days for the purpose of arriving at a satisfactory replacement for such Article or part.

## **ARTICLE 12 – EFFECTIVE DATES**

This Agreement shall be in full force and effect from **July 1, 2016 through June 30, 2018.**



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**APPENDIX I**  
**VOLUNTARY DUES DEDUCTION FORM**

I hereby authorize dues deductions for the NEA-New Hampshire totaling \_\_\_\_\_ from my regular salary checks. I understand that this form must be signed by me and received in the Superintendents Office by October 1, of any school year in which I wish the deductions to be made.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX II

Lisbon Association of Paraeducators - Grievance Report

Name of Grievant \_\_\_\_\_ Date filed \_\_\_\_\_

Building \_\_\_\_\_ Position \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_ School Phone \_\_\_\_\_

Date of alleged violation or misapplication \_\_\_\_\_

Article(s) of agreement allegedly violated \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

Nature and extent of injury or loss involved \_\_\_\_\_

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered. \_\_\_\_\_

Remedy sought \_\_\_\_\_

\_\_\_\_\_  
Signature of LAP Representative

\_\_\_\_\_  
Signature of Grievant

Disposition by:      Principal                      Superintendent                      School Board

Date Answered:      \_\_\_\_\_  
Principal/Superintendent of Schools/School Board

\_\_\_\_\_ I ACCEPT THE PRINCIPAL/SUPERINTENDENT OF SCHOOLS/SCHOOL BOARD DECISION

\_\_\_\_\_ I DO NOT ACCEPT THE PRINCIPAL/SUPERINTENDENT OF SCHOOLS/SCHOOL BOARD DECISION AND I HEREBY REFER THE MATTER TO THE NEXT APPROPRIATE LEVEL.

\_\_\_\_\_  
Signature of Grievant                      Date

**APPENDIX III  
SALARY SCHEDULES**

**SALARY SCHEDULE  
2016-2017 School Year**

**Base = \$10.25; Vertical and Horizontal Index \$.28  
.5% on base**

<b>STEPS</b>	<b>Non-Certification</b>	<b>Certification</b>	<b>Bachelors Degree</b>
<b>0</b>	<b>\$10.25</b>	<b>\$10.53</b>	<b>\$10.81</b>
<b>1</b>	<b>\$10.53</b>	<b>\$10.81</b>	<b>\$11.09</b>
<b>2</b>	<b>\$10.81</b>	<b>\$11.09</b>	<b>\$11.37</b>
<b>3</b>	<b>\$11.09</b>	<b>\$11.37</b>	<b>\$11.65</b>
<b>4</b>	<b>\$11.37</b>	<b>\$11.65</b>	<b>\$11.93</b>
<b>5</b>	<b>\$11.65</b>	<b>\$11.93</b>	<b>\$12.21</b>
<b>6</b>	<b>\$11.93</b>	<b>\$12.21</b>	<b>\$12.49</b>
<b>7</b>	<b>\$12.21</b>	<b>\$12.49</b>	<b>\$12.77</b>
<b>8</b>	<b>\$12.49</b>	<b>\$12.77</b>	<b>\$13.05</b>
<b>9</b>	<b>\$12.77</b>	<b>\$13.05</b>	<b>\$13.33</b>
<b>10</b>	<b>\$13.05</b>	<b>\$13.33</b>	<b>\$13.61</b>
<b>11</b>	<b>\$13.33</b>	<b>\$13.61</b>	<b>\$13.89</b>
<b>12</b>	<b>\$13.61</b>	<b>\$13.89</b>	<b>\$14.17</b>
<b>13</b>	<b>\$13.89</b>	<b>\$14.17</b>	<b>\$14.45</b>
<b>14</b>	<b>\$14.17</b>	<b>\$14.45</b>	<b>\$14.73</b>
<b>15</b>	<b>\$14.45</b>	<b>\$14.73</b>	<b>\$15.01</b>
<b>16</b>	<b>\$14.73</b>	<b>\$15.01</b>	<b>\$15.29</b>
<b>17</b>	<b>\$15.01</b>	<b>\$15.29</b>	<b>\$15.57</b>
<b>18</b>	<b>\$15.29</b>	<b>\$15.57</b>	<b>\$15.85</b>
<b>19</b>	<b>\$15.57</b>	<b>\$15.85</b>	<b>\$16.13</b>
<b>20</b>	<b>\$15.85</b>	<b>\$16.13</b>	<b>\$16.41</b>

**The granting of vertical and horizontal steps is not to be continued in force in the event that this contract expires without a successor agreement being in place. As such vertical and horizontal steps based on this salary schedule are never granted beyond the date of this contract's expiration.**

**New employees shall be placed on step at the discretion of the Principal.**

**Current Certification must be on file with the Principal.**

**Paraeducator Coordinator will receive \$1,300.00 stipend in addition to her/his salary.**

**APPENDIX III  
SALARY SCHEDULES (CONT.)**

**SALARY SCHEDULE  
2017-2018 School Year**

**Base = \$10.30; Vertical and Horizontal Index \$.28  
.5% on base  
Off step Staff will receive a 2% increase**

<b>STEPS</b>	<b>Non-Certification</b>	<b>Certification</b>	<b>Bachelors Degree</b>
<b>0</b>	<b>\$10.30</b>	<b>\$10.58</b>	<b>\$10.86</b>
<b>1</b>	<b>\$10.58</b>	<b>\$10.86</b>	<b>\$11.44</b>
<b>2</b>	<b>\$10.86</b>	<b>\$11.14</b>	<b>\$11.42</b>
<b>3</b>	<b>\$11.14</b>	<b>\$11.42</b>	<b>\$11.70</b>
<b>4</b>	<b>\$11.42</b>	<b>\$11.70</b>	<b>\$11.98</b>
<b>5</b>	<b>\$11.70</b>	<b>\$11.98</b>	<b>\$12.26</b>
<b>6</b>	<b>\$11.98</b>	<b>\$12.26</b>	<b>\$12.54</b>
<b>7</b>	<b>\$12.26</b>	<b>\$12.54</b>	<b>\$12.82</b>
<b>8</b>	<b>\$12.54</b>	<b>\$12.82</b>	<b>\$13.10</b>
<b>9</b>	<b>\$12.82</b>	<b>\$13.10</b>	<b>\$13.38</b>
<b>10</b>	<b>\$13.10</b>	<b>\$13.38</b>	<b>\$13.66</b>
<b>11</b>	<b>\$13.38</b>	<b>\$13.66</b>	<b>\$13.94</b>
<b>12</b>	<b>\$13.66</b>	<b>\$13.94</b>	<b>\$14.22</b>
<b>13</b>	<b>\$13.94</b>	<b>\$14.22</b>	<b>\$14.50</b>
<b>14</b>	<b>\$14.22</b>	<b>\$14.50</b>	<b>\$14.78</b>
<b>15</b>	<b>\$14.50</b>	<b>\$14.78</b>	<b>\$15.06</b>
<b>16</b>	<b>\$14.78</b>	<b>\$15.06</b>	<b>\$15.34</b>
<b>17</b>	<b>\$15.06</b>	<b>\$15.34</b>	<b>\$15.62</b>
<b>18</b>	<b>\$15.34</b>	<b>\$15.62</b>	<b>\$15.90</b>
<b>19</b>	<b>\$15.62</b>	<b>\$15.90</b>	<b>\$16.18</b>
<b>20</b>	<b>\$15.90</b>	<b>\$16.18</b>	<b>\$16.46</b>

**The granting of vertical and horizontal steps is not to be continued in force in the event that this contract expires without a successor agreement being in place. As such vertical and horizontal steps based on this salary schedule are never granted beyond the date of this contract's expiration.**

**New employees shall be placed on step at the discretion of the Principal.**

**Current Certification must be on file with the Principal.**

**Paraeducator Coordinator will receive \$1,325.00 for stipend in addition to his/her salary for 2015-2016.**