



AGREEMENT BETWEEN THE  
**OYSTER RIVER EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**  
AND THE  
**OYSTER RIVER COOPERATIVE SCHOOL BOARD**

JULY 2016 - JUNE 2019

APPROVED by District Voters: March 8, 2016

## OYSTER RIVER COOPERATIVE SCHOOL DISTRICT

Agreement made this 7<sup>th</sup> day of May 2013 by and between the School Board of the Oyster River School District (hereinafter called the "Board") and the Oyster River Educational Support Personnel Association, NEA-New Hampshire (hereinafter called the "Association".)

### I. RECOGNITION

#### A. Unit

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

#### B. Definition of Employee

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

### II. NEGOTIATION PROCEDURE

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

C. Impasse

1. Mediation

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

2. Fact Finding

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

3. Third Party Costs

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

III. GRIEVANCE PROCEDURE

A. Definition

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

B. Initiating and Processing a Grievance

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

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

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

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

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

5. Level Three -- School Board

If the grievance is not resolved to the employee's satisfaction at level two, he/she, no later than five (5) days after receipt of the level two decision, may request a review by the School Board. The request shall be submitted in writing through the superintendent, who shall attach all related papers and forward the request to the School Board. The School Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or upon request of the grievant, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of the receipt of the grievance by the School Board, or of the hearing with the employee, whichever comes later. The hearing will be held in nonpublic session consistent with NH RSA91-A (Right-to-Know Law).

6. Level Four-Arbitration

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

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

C. Representation

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

D. Costs

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

E. Class Action Grievances

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

IV. MANAGEMENT RIGHTS

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

V. EMPLOYEE RIGHTS

- A. The Board agrees that it will not interfere with the right of an employee to become a member of the Association and agrees that there shall be no discrimination, restraint, coercion, or other interference against any employee because of membership in the Association.
- B. The Association agrees that it will not interfere with the rights of an employee not to become a member of the Association.
- C. The provisions of this agreement shall be applied to all employees without discrimination with respect to race, color, religion, sex, age, marital status, national origin, or sexual preference.
- D. An employee shall not be disciplined without just cause. An employee shall be entitled to request that a representative of the Association be present to advise/represent him/her during a conference relating to suspension or dismissal. When an employee has a representative of the Association present, the supervisor may have another administrator present.
- E. An employee shall have the right, upon request, to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review. Other examination of an employee's files shall be limited to persons authorized by the superintendent. No material shall be placed in an employee's personnel file unless the employee shall have the right to make written response or notation to any material in his/her personnel file. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the employee.

VI. ASSOCIATION RIGHTS

- A. The Association shall have access to all information which the Board is required by law to make available to the public. Reproduction and mailing costs shall be borne by the Association.

B. Association Representatives

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

VII. WORK SCHEDULE

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

F. Substitutes

A substitute is a temporary replacement for a regular employee.

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

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

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

VIII. EVALUATION

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

IX. EMPLOYMENT STATUS

A. Full-time Employment

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

B. Part-time Employment

Anything less than full time.

C. Probationary Employment

A trial period of thirty (30) days during which an employee will have one (1) written evaluation which will serve as a basis for continued employment.

D. Orientation

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

X. BARGAINING UNIT WORK

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

XI. VACANCIES, TRANSFERS, AND PROMOTIONS

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

XII. SENIORITY

Definition:

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

XIII. COMPENSATION

A. Wage Schedule:

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

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

B. Health Insurance

It is hereby agreed by both parties that employees of the District who are employed forty-eight (48) or more weeks and who have four and one-half (4) or more years' total service in the District shall be considered full time employees for the purpose of calculating the District share of health insurance premiums.

C. Advancement on Schedule

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

D. Overtime

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

E. Compensatory Time

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

F. Training

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

XIV ECONOMIC BENEFITS

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

A. Health Insurance

1. The District will contribute an amount equal to a portion of the Matthew Thornton HMO Rx 10/20/45 plan (or alternative HMO insurance plan) towards the employees' health insurance as set forth in the following table:

<u>Year</u>	<u>District</u>	<u>Employee</u>
July 1, 2016– June 30, 2019	92%	8%

The District may seek out and select as an alternative to any or all of the existing health plans one or more cost effective insurance plan(s) (hereinafter referred to as "alternative insurance plan(s)"). Such alternative health insurance plan(s) shall provide comprehensive core protection and services that are fundamentally equivalent to the existing health plan(s). The District shall notify the Association when seeking and selecting such plan(s) and provide the Association with input to the selection process. The District may also provide additional plans or options to employees on a voluntary basis.

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

2. Eligible employees opting not to take District health insurance who provide proof that they have other health insurance that is not subsidized (i.e. is not subsidized per the Patient Protection and Affordable Care Act) will be entitled to a buyout. The buyout will be the buyout amount specified below minus any penalty which is imposed on the School District because the employee receives subsidized health insurance (i.e. per the Patient Protection and Affordable Care Act). Buyout amounts are:

- a. Family - \$2,500 per year
- b. 2-Person - \$2,500 per year
- c. Single - \$1,000 per year

Provided, however, that any employee who received a buyout prior to July 1, 2013, buyout amounts are:

- a. Family - \$6,500
- b. 2-Person - \$4,800
- c. Single - \$2,400

Employees eligible for a Family or 2-Person who opt for a lesser plan (e.g. a 2-Person or Single when they are eligible for a Family plan or single plan when they are eligible for a 2-Person plan) will not receive a buyout. When two District employees are eligible for a Family or 2-Person plan and one of them selects such a plan, the other is not eligible for a buyout.

3. Further, both parties agree to re-open this contract for health insurance only in October 2017, if the Affordable Care Act would result in an excise tax with the intent of choosing a health care plan that would result in no excise tax. The intent of this re-opener is to insure that neither the management or ORESPA ends up paying the excise tax.

Dental insurance, if declined receives no buyout.

B. Dental Insurance

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

C. Life Insurance

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

D. New Hampshire Retirement

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

E. Long Term Disability

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

F. Sick Leave

Each employee shall be entitled to one and one-quarter (1 1/4) days sick leave per month (fifteen (15) days per year) during their first through fifth year of employment. Employees with more than five (5) years employment shall be entitled to one and two-thirds (1 2/3) days sick leave per month (twenty (20) days per year). Each employee may accumulate up to one hundred sixty (160) days of sick leave for personal illness. By September 15 of each year, each employee shall receive a report of sick leave, stating the number of sick days accumulated as of September 1.

Upon permanent separation from a position of 1295 work hours or more annually in the District, after eight (8) years total service, the District agrees to pay employees for all accumulated sick leave days at the rate of fifty dollars (\$50) per day.

Employees will be allowed to use sick leave for doctors' appointments. Employees will be allowed to use up to eight (8) days of sick leave for family illnesses. The superintendent may require a physician's statement, if an employee is absent for five (5) or more consecutive days, medically certifying the employee's continued absence due to illness, injury, or disability, or certifying the employee's satisfactory health prior to returning to work

G. Proration

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

H. Sick Leave Bank

Employees shall be eligible to participate in this sick bank if they have completed three or more years of service to the School District and they have donated days to the sick bank as provided in this section. Each eligible employee who notifies the sick bank committee that he/she elects to participate in the sick bank shall donate 1 sick day at the start of each school year from his/her accrued sick days under Article XIV Section F. An eligible employee's election to participate in the sick bank shall continue in force until the employee withdraws from the sick bank by providing written notice of withdrawal to the sick bank committee. Donated days will not be refunded to an employee who withdraws from the sick bank.

The sick bank shall apply to a disability or illness (excluding work connected injury or illness) of the eligible employee which causes the employee to be unable to perform his/her contractual obligation for five contract days or more. To receive leave from the sick bank, an eligible employee must present to the employee sick bank committee evidence that they:

1. Have exhausted all of his/her accrued sick leave under Article XIV Section F;
2. Are not eligible for disability insurance benefits; and
3. Present satisfactory medical evidence, as determined by the sick; bank committee, of a disability or illness (excluding work connected injury or illness) which causes the participating employee to be unable to perform his/her contractual obligation for five contract days or more.

An eligible employee may be awarded a maximum of 30 days from the sick bank in any school year. No more than 150 days or the balance of all days in the sick bank, whichever is less, may be awarded to all eligible employees in any school year. Days in the sick bank above 150 days that are not used during one school year will be lost, and will not be carried over to the next school year. Upon return to work the employee will repay the sick bank at the rate of fifty percent (50%) of the rate of sick day accumulation per year until such time as the days given are repaid. In the event an employee leaves the District owing the sick bank time, such time will be paid by the employee in cash (days times the rate per day paid.)

A three-person sick bank committee shall govern the sick bank; one-member will be appointed by the superintendent and two members will be appointed by ORESPA. The decisions of the sick bank committee shall be final, and shall not be subject to the grievance procedure.

The sick bank will start the 2016-17 school year with the number of days in the bank as of June 30, 2016.

I. Emergency/Personal Leave

Each employee shall be entitled to four (4) confidential personal leave days per year, non-cumulative, with at least one (1) hour prior notification to the immediate supervisor whenever possible, for emergencies or to conduct personal business that cannot be accomplished during non-working hours.

J Annual Leave

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

10/12 days per month for month(s) 1 through 60 (10 days annually).  
15/12 days per month for months 61 through 120 (15 days annually).  
20/12 days per month for months 121 on (20 days annually).

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

Employees shall indicate vacation preference, on a form mutually agreed to by representatives of both parties for that purpose, by April 30 (for the period May – September) and September 30 (for the period October – April). A Master vacation schedule shall be maintained by the superintendent or designee.

It is understood that this is a tentative schedule. Changes in vacation plans may be made upon reasonable notice to the superintendent or designee but no later than five (5) work days preceding a vacation scheduled for more than (5) five days.

K. Holidays

Each employee shall be entitled to the following paid holidays annually:

Labor Day	1	Memorial Day	1
Thanksgiving	2	President's Day	1
Christmas	2	Veteran's Day	1
New Year's	2	Martin Luther King Day	1
July 4th	1	Columbus Day	1

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

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

L. Bereavement Leave

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

M Severance Pay

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

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

N. Educational Development

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

O. Longevity

The District shall provide the following schedule of longevity benefits after seven (7) years of service in the bargaining unit. Partial years of service shall be paid on a prorated basis. The longevity payment is a non-cumulative stipend paid each year to an eligible employee. The longevity payment will be made to the employee in one check in the first pay period in December of each year.

8 years to 10 years	\$ 500 per year
11 years to 13 years	\$ 750 per year
14 years to 16 years	\$1,000 per year
17 years to 19 years	\$1,500 per year
20 years on	\$1,750 per year

P. Tax-sheltered Annuity

The District shall match employee contributions to a tax-sheltered annuity up to a maximum of \$300 per year beginning on July 1, 2016 and \$500 per year beginning on July 1, 2017.

Q. Snow Day

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

XV. REDUCTION IN FORCE

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

XVI. MISCELLANEOUS

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

XVII. DURATION AND RENEWAL

The provisions of this agreement will be effective as of July 1, 2016 except as otherwise herein provided, and will continue and remain in full force and effect until June 30, 2019 and thereafter will automatically renew themselves for successive terms of one (1) year each, unless either the Board or the Association gives written notice to the other by September 15 that it desires to modify or terminate this agreement.

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

OYSTER RIVER EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
NEA-NEW HAMPSHIRE

Dennis Farlow 3/28/2016  
President Date

Bennett L. Ball 3/28/2016  
President Date

Wendy L. DeFusco  
Witness

OYSTER RIVER COOPERATIVE  
SCHOOL BOARD

Thomas Newhall  
School Board Chair

3/29/16  
Date

Wendy L. DeFusco  
Witness

**APPENDIX A WAGE SCHEDULE**

Effective July 1, 2016 a Cost of Living (COLA) adjustment of 1.50% shall be applied to the previous schedule. Effective July 1, 2017 a COLA adjustment of 2.25% shall be applied to the then schedule. Effective July 1, 2018 a COLA adjustment of 2.50% shall be applied to the then schedule. The schedule below outlines the wage schedule for the duration of the contract:

<b>Steps</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>
	<b>1.50%</b>	<b>2.25%</b>	<b>2.50%</b>
<b>1</b>	<b>14.70</b>	<b>15.03</b>	<b>15.41</b>
<b>2</b>	<b>14.90</b>	<b>15.24</b>	<b>15.62</b>
<b>3</b>	<b>15.38</b>	<b>15.73</b>	<b>16.12</b>
<b>4</b>	<b>15.83</b>	<b>16.19</b>	<b>16.59</b>
<b>5</b>	<b>16.28</b>	<b>16.65</b>	<b>17.07</b>
<b>6</b>	<b>16.74</b>	<b>17.12</b>	<b>17.55</b>
<b>7</b>	<b>17.18</b>	<b>17.57</b>	<b>18.01</b>
<b>8</b>	<b>17.65</b>	<b>18.05</b>	<b>18.50</b>
<b>9</b>	<b>18.26</b>	<b>18.67</b>	<b>19.14</b>
<b>10</b>	<b>18.72</b>	<b>19.14</b>	<b>19.62</b>
<b>11</b>	<b>19.16</b>	<b>19.59</b>	<b>20.08</b>

Explanations of Abbreviations:

CIS = Custodian/Secretary  
 Head Custodians = pay differential per hour per person supervised for custodians designated as head custodians  
 AA to Principal = Pay differential per hour for Admin. Assistants to Principals

Additional Compensation:

Head Custodians \$0.80 (per-person Supervised)  
 AA to Principal \$2.35  
 2nd & 3rd shift differential \$0.27 per hour

Custodians assigned to projects with outside contractors will be paid a rate differential of \$1.60 per hour on the actual rate of the outside contractor's employees if the differential is less than \$1.60 per hour.