

Timberlane Support Staff Union Contract

2023-26

Collective Bargaining Agreement between
the Timberlane Support Staff Union,
AFT Local #6530, AFT-NH, AFL-CIO
and the Timberlane Regional School Board

**Three Year
Agreement**

APPROVED BY THE TIMBERLANE VOTERS MARCH 14, 2023

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PREAMBLE

The Timberlane Regional School Board and the Timberlane Support Staff Union hereby enter into the following Agreement.

ARTICLE 1 – RECOGNITION

- 1.1 The Timberlane Regional School Board recognizes the Timberlane Support Staff Union, AFT Local #6530, AFT-NH, AFL-CIO for purposes of collective negotiations to be the exclusive representative of full and part-time paraeducators employed by the Timberlane Regional School District, as certified in New Hampshire Public Employee Labor Relations Board Decision No. 2013-173. Paraeducators in the following job classifications are included in the bargaining unit: educational assistant, ISAAC, library assistant, licensed nursing assistant, sped assistant, tutor, tutor 1:1, tutor 1:1 (asst. teacher), tutor – ASD and tutor – EH. The following job classifications are excluded from the bargaining unit: certified occupational therapy assistant, speech-language assistant, Title I tutor, and transition facilitator.
- 1.2 Definitions: The following list of terms will be used frequently in this agreement and when they are used, they will refer to the definitions described below unless otherwise stipulated:
- 1.2.1 The term “school” means any work location.
 - 1.2.2 The term “employee” means a person included in the bargaining unit.
 - 1.2.3 The term “Board” means the Timberlane Regional School Board or any of its agents.
 - 1.2.4 The term “Union” means the Timberlane Support Staff Union, AFT Local #6530, AFT-NH, AFL-CIO.
 - 1.2.5 Employee categories:
 - a. Category “B-1” means employees who have completed a 90-day probation period, are employed at least 180 days per year and at least 6 hours per day, and were hired before July 1, 1996; or have completed a 90-day probation period, are employed at least 180 days per year and at least 4.5 hours per day, and were hired after May 1, 1976 and before July 1, 1996.
 - b. Category “B-2” means employees who have completed a 90-day probation period, are employed at least 180 days per year and at least 6 hours per day, and were hired after June 30, 1996.
 - c. Category “B-3” means employees who have completed a 90-day probation period, are employed at least 180 days per year and more than 4 but less than 6 hours per day, and were hired after June 30, 1996.
 - d. Category “C-1” means employees who are not in categories B-1, B-2, or B-3. Employees in category C-1 receive no benefits.
 - 1.2.6 The term “Parties” means the Timberlane Regional School Board and the Timberlane Support Staff Union, AFT Local #6530, AFT-NH, AFL-CIO.
 - 1.2.7 “Para I” means a paraeducator who is certified by the NHDOE as a Para I.
“Para II” means a paraeducator who is certified by the NHDOE as a Para II.

- 1.2.8 A “full-time” employee is defined as an employee who has a normal work schedule of at least thirty (30) hours per week.
- 1.2.9 A “part-time employee” is defined as an employee who has a normal work schedule of less than thirty (30) hours per week.
- 1.2.10 “Full-time equivalent” service means the amount of service compared to a work schedule of at least thirty (30) hours per week. For example, an employee who works 15 hours per week for 3 years and 30 or more hours per week for 2 years has 3.5 full-time equivalent years of service.

1.3 Probationary Period: All newly hired employees must complete a 90-calendar day probationary period. Employees who have completed probation and are rehired by the District within 90 calendar days after separation after a reduction in force or loss of position will not be subject to a probationary period, and prior accumulated benefits will be reinstated. Probationary employees are not members of this bargaining unit, and the District is not obligated to apply the terms of this Agreement to probationary employees. Probationary employees may sign dues deduction authorization forms and will be paid in accordance with the wage schedule.

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 Union will notify the Board of its intent to negotiate no later than September 15th of the year before the expiration of this Agreement.
- 2.3 Any agreement reached shall be reduced to writing and be signed by the Board and the Union after ratification by the voters. A copy of the Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board by the Union.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign, non-renew and retain employees in positions within the District; (d) to suspend, demote, discharge, or take any other disciplinary action against the employees in accordance with Article 6; (e) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (f) to maintain the efficiency of government operations; (g) to relieve employees from duties because of lack of work or for other reasons; (h) to determine the methods, means and personnel by which operations are to be conducted; (i) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees; and (j) to take actions as may be necessary to carry out the mission of the District in emergencies.
- 3.2 The Board may, at its discretion, adopt either a days-based school year or an hours-based school year. The Board shall determine the number of student hours and days per year. In the event the Board contemplates such a change to an hours-based year, notice shall be provided to the Union in advance of said change in order to engage in negotiations regarding impact on working conditions as a result of the change to an hours-based year.

ARTICLE 4 – UNION RIGHTS

- 4.1 The Union will have the right to use school buildings, without cost, immediately before and after school for meetings, provided that there is no disruption in school activities. A request for the use of the building will be made to the building principal in advance.
- 4.2 The Union may use school equipment (e.g., computers and copy machines) for Union activities, provided advance notice is given to the building principal and such equipment is not otherwise in use. However, the Union will reimburse the District for the cost of expendable material.
- 4.3 Designated representatives of the Union shall be allowed to utilize District telephones, mailboxes, and e-mail, provided that there is no disruption of school activities. All materials placed in mailboxes or an e-mail by Union representatives shall bear the name of the Union. The Union acknowledges that the District may review e-mail communications, and that any communications through the District e-mail system accordingly are not private or confidential.
- 4.4 All employees shall have the right to full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination, or reprisals by the Board by reason of membership in the Union or participation in any of its activities or exercise of individual rights under RSA 273-A.
- 4.5 The Board agrees to provide space on existing bulletin boards in convenient places in each work area, to be used by the Union. The Union agrees to maintain such bulletin boards in a neat and orderly condition.
- 4.6 The Union shall be credited with a sum total of four (4) days of paid leave per year to be used by employees who are officers, representatives or designees of the Union as determined by the Union President for the purpose of attending seminars, workshops, conventions and other Union related business. Days may be utilized in half-day increments. The building principal/administrator will be notified by the Union President at least two (2) weeks prior to the commencement of such leave.
- 4.7 The Union will be provided with an opportunity at the beginning of the school year to meet with bargaining unit members for at least fifteen (15) minutes in either district wide meetings or in building level meetings. The Union President shall be notified of all newly hired bargaining unit employees and school assignment. The Union will also be provided with an opportunity to meet with new hires during the school year.

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.1 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, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the Board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of Board authority or is limited to unilateral action by the Board alone; (5) a complaint concerning evaluation of an employee's performance; (6) any matter listed in Article 3 except as otherwise provided in this Agreement; and (7) any matter which this Agreement states shall not be subject to the grievance process.
- 5.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within thirty (30) days of its occurrence.

- 5.2.1 Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.
- 5.2.2 During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.
- 5.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her building principal.
- 5.4 Formal Procedure:
 - 5.4.1 Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the building principal. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The building principal may communicate his/her decision to the employee in writing within five (5) days of receipt of the written grievance.
 - 5.4.2 Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the Superintendent within ten (10) days after receipt of the building principal's decision or, if none, no later than ten (10) days after the deadline for the building principal's written decision. The appeal to the Superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the building principal and the building principal's written decision. The Superintendent may communicate his/her decision in writing to the employee within twenty (20) days after receipt of the appeal to the Superintendent.
 - 5.4.3 Step 3: If the grievant(s) is not satisfied with the decision rendered at Step 2, he/she may appeal the grievance to the Board within ten (10) days. Upon receiving the appeal, the Board shall hold a meeting with the grievant within twenty (20) days. The Board may render a written decision within ten (10) days of the hearing.
 - 5.4.4 Step 4 (Binding Arbitration): If the grievance is not resolved to the employee's satisfaction at Step 3, the employee shall notify the Union within five (5) days of receipt of the Board's decision or, if none, within five (5) days after the deadline for the Board's written decision. If the Union determines that the matter should be submitted to binding arbitration, it shall so advise the Superintendent and Board in writing within ten (10) days of receipt of the grievant's request.
- 5.5 The following procedure shall be used to secure the services of an arbitrator.
 - 5.5.1 The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) days following receipt of the request for binding arbitration, either party may request the NH Public Employee Labor Relations Board and/or Federal Mediation and Conciliation Service, pursuant to its rules, to submit to the Union and the Board rosters of persons qualified to function as arbitrator.
 - 5.5.2 The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. The arbitrator shall be bound by and must comply with the terms of this Agreement.

The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

5.5.3 The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the District and the Union.

5.6 The arbitrator's decision shall be final and binding. The arbitrator shall issue his/her decision to the District and the Union within 30 days after the close of the arbitrator's hearing.

5.7 For purposes of Article 5, "days" shall mean school days unless otherwise specified, except that during summer school vacation days shall mean Mondays through Fridays excluding holidays.

5.8 The time periods specified in this procedure may be extended by mutual written agreement of the parties.

5.9 A Union representative may be present with the grievant at all formal steps of the grievance process, even if the Union is not representing the grievant.

ARTICLE 6 – DISCIPLINARY PROCEDURES AND EMPLOYEE RIGHTS

6.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and termination. No employee shall be disciplined without just cause, provided, however, that this provision shall not apply to probationary employees during the term of their probation. Grievances regarding a termination may proceed up to the Board level and shall not be submitted for arbitration.

6.2 Reduction-in-force shall not constitute discipline.

6.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.

6.4 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.

6.5 Complaints about an employee that are found not to be substantiated shall not be placed in the employee's personnel file.

6.6 An administrator may meet with an employee at any time to investigate an incident. The administration shall inform an employee that he/she may have a Union representative present at any investigatory interview or any meeting where discipline may result. When a request for representation by an employee is made and a representative is reasonably available, no further action shall be taken with respect to the employee until such representative of the Union is present.

ARTICLE 7 – LETTER OF AGREEMENT

7.1 The District shall provide by June 1st, for non-probationary 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. A letter of agreement for a grant-funded position will specify that the position is contingent upon the District's receipt of the grant funds. Non-renewal of a letter of agreement for an employee shall not be done without just cause unless as part of a reduction in force. Grievances regarding non-renewal of a letter of agreement may proceed up to the Board level and shall not be submitted for arbitration.

- 7.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by June 15th. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.
- 7.3 After an employee returns a letter of agreement by June 15th, should a change in the expected terms of employment be contemplated by the District, the employee shall be consulted prior to any change being made and shall be entitled to have a Union representative present.
- 7.4 Each employee shall be provided with a copy of his/her job description. Upon revision of a job description, the employee shall be provided with an updated copy.
- 7.5 Notwithstanding any other provision in this Agreement, an employee may be assigned and reassigned to any position at any time at the discretion of the Superintendent or his/her designee, provided the Superintendent or his/her designee determines that the assignment or reassignment is in the best interests of the District. This includes, but is not limited to, assignment and reassignment between buildings, grades, job classifications, students, and regular or special education.

ARTICLE 8 – WORK DAY AND WORK YEAR

- 8.1 Work Year: The normal work year for each employee shall be the number of student days on the District calendar. The normal work year will also include three (3) non-student days, at least two (2) of which will be scheduled before the student year and the remaining day shall be used for professional development, which shall be scheduled during the school year on a teacher professional development day. It is understood that it may be necessary to have some positions be assigned for less than the student days on the District calendar due to student needs.
- 8.2 Work Day: The normal work day for each employee shall be at least 6.5 hours per day except that library assistants may be scheduled for more or less hours per day based on the needs of the school. Those positions currently scheduled for less than 6 hours shall be permitted to continue with their current schedule. It is understood that it may be necessary to schedule a position for less than the 6.5 hours per day based on student needs.
 - 8.2.1 Cancelled School Days: No employee shall suffer a loss in pay for a cancelled school day that the Board does not require the employee to make up.
 - 8.2.2 Field Trips and Work Beyond the School Day: In the event an employee is required to participate in a field trip or any other activity which extends beyond the regular work day, it is understood that the employee shall be paid at their normal rate of pay for all hours worked.
 - 8.2.3 Meetings, Workshops and Committees:
 - 8.2.3.1 Employees who are approved by the Superintendent to serve on a committee in their capacity as an employee shall be compensated for attending any required before or after school committee meetings at their regular rate of pay.
 - 8.2.3.2 The administration will provide training and professional development for paraeducators on early release days when it is practicable to do so.
- 8.3 Lunch: Employees working at least five (5) hours per day shall be granted a thirty (30) minute uninterrupted and duty-free unpaid lunch. If there is mutual agreement between the building principal or his/her designee and an employee for the employee to work during their lunch time, then the employee shall receive his/her normal rate of pay. Working through the lunch period does not entitle an employee to leave early.

ARTICLE 9 – EVALUATION PROCEDURES

- 9.1 Supervision of employees is the responsibility of each building principal.
- 9.2 Each building principal or his/her designee is responsible for evaluating the employees who work in that building principal's building. The building principal shall make a written evaluation report to the Superintendent at least annually concerning each employee in his/her building.
- 9.3 A copy of the building principal's evaluation report shall be given to the employee on or before June 1st, and the employee shall be given an opportunity to discuss the evaluation report with the building principal.
- 9.4 The employee's signature on the evaluation report shall not necessarily indicate the employee's agreement with the contents of the evaluation report. The employee shall have the right to make a written reply to the evaluation report, and any such reply shall be attached to the evaluation report.
- 9.5 Evaluation Procedures: In the event the District elects to review the District Paraeducator Evaluation Plan, an Evaluation Committee shall be convened to assess the Plan and to make non-binding recommendations to the Superintendent. The Evaluation Committee shall be comprised of an equal number of paraeducators (appointed by the Union) and administrators (appointed by the Superintendent).
- 9.6 Distribution of Evaluation Plan: All new hires shall be provided with access to an electronic copy of the District Paraeducator Evaluation Plan upon hiring.
- 9.7 Paraeducator Evaluation Plan: Evaluations shall be done in accordance with the procedures in the District Paraeducator Evaluation Plan.

ARTICLE 10 – HEALTH AND SAFETY

- 10.1 No employee in this bargaining unit, other than a licensed nursing assistant under the supervision of a registered nurse, shall be required to dispense or administer medication.
- 10.2 There shall be Union Representation on the District's Joint Loss Management Committee. Said representative shall be elected by the Union membership. Health and safety concerns shall be referred to the Joint Loss Management Committee to be addressed and shall not be subject to the grievance procedure. The Joint Loss Management Committee shall meet quarterly, or more frequently upon the mutual agreement of the Parties. Employees who serve on the Joint Loss Management Committee shall be paid to attend quarterly meetings and any other required Joint Loss Management Committee meetings.

ARTICLE 11 – COMPENSATION

- 11.1 Wages:
- 11.1.1 Employees shall be paid wage rates in accordance with the wage schedules that are attached in Appendix A. The wage schedule track for GBCC Sped certification shall be available only for those employees who held GBCC Sped certification as of July 1, 2014. [Year One – 3.5% COLA to current wage schedule in CBA, Year Two – 3.5% COLA, Year Three – 3.5% COLA]. Employees who are “off-step” shall only receive any COLA that is applied to the salary schedule each year.
- 11.1.2 Each employee who is not yet on the top step of the applicable track of the wage schedule shall advance one step for 2023-24, one step for 2024-25, and one step for 2025-26,

provided he/she has worked more than one-half of the employee's work year in the preceding school year.

11.1.3 The Superintendent may withhold an employee's wage increase due to unsatisfactory performance as evidenced by the employee's evaluation(s). If during the school year the Superintendent agrees the employee has rectified the concerns in the evaluation, the employee shall receive the wage increase prospectively even if in the middle of a contract year.

11.1.4 Certification: In addition to the wage rates per Section 11.1.1, employees in category B-1, B-2, B-3, or C-1 who hold one or more of the following certifications from the New Hampshire Department of Education shall receive one hourly pay differential for the highest such certification that they hold: teacher certification, \$0.60; paraeducator II certification, \$0.60; or paraeducator I certification, \$0.30.

Effective July 1, 2023

11.1.5 Service Recognition: In addition to the wage rates per Section 11.1.1, employees in categories B-1, B-2, B-3, or C-1 shall be entitled to an hourly pay differential added to his/her base pay per the years of service and amounts below:

After fifteen (15) years of completed service: Total differential of \$0.75 per hour.

After twenty (20) years of completed service: Total differential of \$1.25 per hour.

Employees must receive a satisfactory performance evaluation in order to receive the differential. Service recognition will commence at the start of the school year. Employees attaining their 15th or 20th year service date before October 1st will receive the benefit during that school year, but employees attaining their 15th or 20th year of service date in October or later must wait until the start of the next school year to receive the benefit.¹

Effective July 1, 2024

11.1.6 Service Recognition: In addition to the wage rates per Section 11.1.1, employees in categories B-1, B-2, B-3, or C-1 shall be entitled to an hourly pay differential added to his/her base pay per the years of service and amounts below:

After fifteen (15) years of completed service: Total differential of \$1.00 per hour.

After twenty (20) years of completed service: Total differential of \$1.50 per hour.

Employees must receive a satisfactory performance evaluation in order to receive the differential. Service recognition will commence at the start of the school year. Employees attaining their 15th or 20th year service date before October 1st will receive the benefit during that school year, but employees attaining their 15th or 20th year of service date in October or later must wait until the start of the next school year to receive the benefit.²

¹ Effective for the 2023-24 contract year, an employee who has completed 15 years of service per 11.1.5 shall receive a total of \$0.75 per hour above his/her base pay. An employee who has completed 20 years of service per 11.1.5 shall receive a total of \$1.25 per hour above his/her base pay.

² Effective for the 2024-25 contract year, an employee who has completed 15 years of service per 11.1.6 shall receive a total of \$1.00 per hour above his/her base pay. An employee who has completed 20 years of service per 11.1.6 shall receive a total of \$1.50 per hour above his/her base pay.

11.2 When an employee is assigned to provide coverage or substitute for a teacher(s) for less than a total of ninety (90) minutes in a school day, the employee shall receive no compensation in addition to his/her regular wages. Only a building principal or building assistant principal may assign an employee to provide coverage or substitute for one or more teachers for ninety (90) minutes or longer in a school day, but when a building principal or building assistant principal does so, the employee shall receive \$50 in addition to his/her regular wages.

Time calculated in this provision shall be cumulative and not consecutive, and assignment to substitute positions will not be managed to avoid application of this provision.

11.3 Newly hired employees shall be placed on the wage schedule in Appendix A based on qualifications and directly applicable experience as determined at the Superintendent's discretion.

11.4 Employees who are required in writing by their supervisor to use private automobiles for school-related business shall be reimbursed at the current IRS mileage rate.

ARTICLE 12 – INVOLUNTARY TRANSFERS

12.1 Involuntary Transfers: Involuntary transfers of employees will not be preferred but will be the ultimate decision of the Superintendent who shall establish both staffing levels and placement of personnel. Prior to making any involuntary transfers, the employee's qualifications and professional development goals shall be considered. An employee shall have an opportunity to provide a written presentation to the Superintendent about any concerns or issues regarding said transfer.

ARTICLE 13 – LEAVES

13.1 Sick Leave: Employees in category B-1, B-2, or B-3 shall earn one paid sick day per month (10 sick days per year), up to a maximum accumulation of 50 days. Employees in category C-1 shall earn one (1) paid sick day per month, up to six (6) sick days per year, up to a maximum accumulation of 30 days. Sick days may be used for the illness of the employee's spouse, parent, or child. Sick leave may also be utilized at the employee's discretion for any FMLA purpose [even if the employee is not eligible for FMLA] or any other purpose as may be approved at the discretion of the Superintendent. Unused sick days in excess of the maximum accumulation will be bought back by the District at the rate of \$20 per day, with the total annual amount redeemed not to exceed \$200. Sick leave is available for employees to use for absences due to illness or injury or medical/dental appointments.

13.1.1 Employees shall be required to contact his/her building principal or designee, according to the schedule established by the building principal, when the employee is unable to report to work due to illness or injury.

13.1.2 The District reserves the right to verify all claims by asking for a doctor's note for any sick leave in excess of three (3) consecutive school days.

13.2 Disability Bank: There shall be a pool of paid leave days for eligible employees in categories B-1, B-2, and B-3 that may be drawn upon after any and all individual accumulated sick leave days have been exhausted. One year of completed service is required to qualify. This pool may be used for a disability of twenty (20) contract days or more. The Disability Bank shall be administered in accordance with Appendix B.

13.2.1 Decisions by the Disability Bank's Board of Review shall not be subject to the grievance procedure.

13.3 Personal Leave:

13.3.1 Employees may use up to 2 days per year as paid personal leave.

13.3.2 Personal leave may be taken for urgent or unusual personal business that cannot be conducted outside school hours, subject to the building principal's approval. Personal leave may not be taken on the day before or after holidays and school vacations. Personal leave may not be used for recreation. The employee shall provide at least 48 hours advance written notice to the building principal of the need to take personal leave, except in emergencies.

13.3.3 Personal leave may not be accumulated and carried over year-to-year.

13.4 Holidays: Employees in category B-1 will receive holiday pay for Thanksgiving, Christmas and Memorial Day. Holiday pay will be included in annual pay and divided over the school year. For purposes of calculating an employee's pay due at separation, holidays are accrued in the month they occur.

13.5 Bereavement Leave: Employees in category B-1, B-2, B-3, or C-1 will be granted bereavement leave. An employee shall be granted reasonable absences because of death in his/her immediate family with pay, not to exceed four (4) days per bereavement. In determining reasonable absence, consideration shall be given to the relationship of the employee to the deceased, the responsibility of the employee for making funeral arrangements and the distance traveled. A fifth day with pay may be granted at the discretion of the Superintendent. An employee's immediate family shall be considered as husband, wife, domestic partner who resides in the employee's household, child, stepchild, parent, stepparent, sibling, stepsibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, son-in-law and daughter-in-law. For other persons residing in the same household the employee shall be granted bereavement leave not to exceed four (4) days. An employee shall be granted reasonable absences with pay because of the death of his/her uncles, aunts, first cousins, nieces and nephews, not to exceed two (2) days per bereavement. Additional consideration for bereavement leave shall be granted at the discretion of the Superintendent of Schools in those cases not considered immediate family.

13.6 Medical Leave of Absence: Employees who have completed at least one (1) year of service to the District and who work at least twenty-five (25) hours per week during the academic year are eligible to receive a medical leave of absence for the extended illness of the employee, or of the employee's spouse, children, mother, father or such individual for whom the employee has primary care and responsibility, for a period of up to twelve (12) weeks in a year. During the period of such medical leave of absence, the employee shall concurrently utilize all other leaves which are available to the employee.³ The medical leave of absence shall be unpaid, but the employee will receive pay from any concurrent paid leaves. The District will pay its share of insurance, if any, during the medical leave of absence, provided the employee also pays his/her share of insurance. An employee shall submit the District's forms for a medical leave of absence, which are similar to the District's forms for FMLA leave. For purposes of this provision and calculating the use of twelve (12) weeks of medical leave of absence in a "year", year is defined as a July 1–June 30.

³ Example: An employee seeks leave for 6 weeks due to her parent's illness. The employee has 20 paid sick days and 2 paid personal days, and is eligible for FMLA leave and this medical leave of absence. For the first 22 days (20 days of sick leave and 2 days of personal leave), the employee shall use the paid leaves concurrently with FMLA leave and the medical leave of absence. For the remainder of the 6 weeks, the employee shall use unpaid FMLA leave.

13.7 Maternity Leave: Employees who have completed at least two (2) years of service in the District and who work at least twenty-five hours per week during the academic year are eligible to receive one year of maternity/childbearing leave without pay or other benefits upon proper notification to the Superintendent. The employee shall request such leave, in writing, at least two (2) months in advance of the expected date of the period of physical disability due to pregnancy, childbirth or related medical conditions. The request shall include (a) the expected leave date; (b) the estimated date of delivery; and (c) the expected date of return to employment. Return from leave must coincide with the day on or after successful post-partum examination by the employee's attending physician. Accumulated sick leave must be used concurrently with an approved maternity/childbearing leave for the documented period of time the employee is physically disabled due to pregnancy, childbirth, or related medical conditions.

Upon return from maternity/childbearing leave, the District will provide job placement in the same or in a similar position. Any employee who works two (2) or more complete quarters during one (1) contract year will be eligible for advancement consistent with the next step on the salary schedule for the following year. For employees already enrolled in the District health insurance program, the District will continue to make its contributions to the employee's health insurance through the calendar month following the month they begin the approved leave. Beyond this, employees may elect to continue the group health coverage at their own expense during the term of their leave. Nothing herein impacts a female employee's right to leave for the period of time she is physically disabled due to pregnancy, childbirth, or related medical conditions under applicable state or federal law.

13.8 Child-Rearing/Paternity/Foster and Adopted Children Leaves: Employees who have completed at least two (2) years of service in the District and who work at least twenty-five hours per week during the academic year are eligible to receive one year of child-rearing/paternity/foster and adopted child leave without pay or other benefits upon proper notification to the Superintendent, two (2) months in advance of the expected date of delivery. The request shall include (a) the expected date of the leave, (b) the expected date of return to employment, and (c) expected date of delivery/adoption. As much notice as possible of leave for acceptance of foster children or the adoption of children will be given by the employee.

Once the leave has expired, the District will provide job placement in either the same position or in a similar position. Return from leave must coincide with the start of one of the four (4) quarters of the school calendar. Any change in the date of return shall require prior approval of the Superintendent. Such approval will not be unreasonably denied. Any employee who works for two (2) or more complete quarters during one (1) contract year will be eligible for advancement consistent with the next step on the salary schedule. Employees returning from child-rearing leave will retain their benefits earned prior to the commencement of their leave. Employees already enrolled in the District medical program will be continued in that program through the calendar month following the month they begin the approved leave. Beyond this, employees may elect to continue the group health and coverage at their own expense during the term of their leave.

13.9 Unpaid Leave: Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the Superintendent. The Superintendent's decision shall not be subject to the provisions of the grievance procedure.

ARTICLE 14 - INSURANCE

14.1 Medical Insurance

14.1.1 The District shall offer full-time employees, as defined in Article 1.2.8, upon completion of sixty (60) calendar days of employment, notwithstanding Article 1.2.5 a variety of medical insurance plans including, but not limited to, the following or their substantial equivalents:

Access Blue (AB20-RX10/20/45)

Access Blue Site of Service (ABSOS-20/40 IKDED)

HMO Blue-NE (20-RX 10/20/45)

All plans shall have a \$20 office visit copayment and a \$10/20/45 prescription drug payment, except ABSOS 20/40 IKDED.

14.1.1.1 Notwithstanding any other provisions in this Agreement: Either party may reopen negotiations on or after April 1, 2017, to address excise taxes under the Affordable Care Act.

14.1.2 Effective July 1, 2020, the District contribution to each plan shall be as follows:

Access Blue (AB20-RX10/20/45)

Single Plan: 85%

Two-Person: 85%

Family Plan: 85%

Access Blue Site of Service (ABSOS-20/40 IKDED)

Single Plan: 100%

Two-Person: 100%

Family Plan: 100%

HMO Blue-NE (20-RX 10/20/45)

Single Plan: 85%

Two-Person: 85%

Family Plan: 85%

14.1.3 The employee's share of the monthly premiums for medical insurance, including the employee's share of the premiums for July and August, shall be deducted from the employee's pay in equal installments throughout the school year. Payroll deductions shall begin in the second payroll of the school year and shall be deducted in twenty-one (21) paychecks.

14.1.4 Each year that an eligible employee in category B-1 or B-2, as defined in Article 1.2.8, upon completion of sixty (60) calendar days of employment, notwithstanding Article 1.2.5 chooses not to enroll in one of the health insurance plans offered by the District, the employee shall receive an insurance opt-out payment from the District in the amount of \$500, provided the employee submits proof that he/she has obtained alternate insurance coverage that is not subsidized (e.g., not subsidized under the Affordable Care Act). The amount of the opt-out payment shall be \$500 minus any penalty that the District incurs

because the employee has obtained medical insurance that is subsidized (e.g., under the Affordable Care Act).

14.1.5 Employees in categories B-1 or B-2 who actually retire from the District's employment through the New Hampshire Retirement System may continue to be enrolled in a District-sponsored medical insurance program at their own expense during their retirement until they reach Medicare eligibility age [at which time they could purchase the supplemental insurance plans through the District], provided that they were enrolled in a District-sponsored medical insurance program at the time of their retirement, and provided they are not eligible for medical insurance from another employer.

14.2 Dental Insurance: The District shall offer the Health Trust, Option 1A dental insurance coverage to employees in categories B-1 or B-2, as defined in Article 1.2.8, upon completion of sixty (60) calendar days of employment, notwithstanding Article 1.2.5. District contributions for the term of this Agreement shall be seventy-five percent (75%) towards Single/Two Person/Family Coverage.

14.3 Life Insurance: For employees in categories B-1, B-2, or B-3, as defined in Article 1.2.8, upon completion of sixty (60) calendar days of employment, notwithstanding Article 1.2.5 the District will pay 100% of the premium for a \$20,000 term life insurance policy. Said employees will be given an option to buy an additional \$20,000 of coverage at the employee's expense if permitted by the insurer.

14.4 Flexible Spending: The Board shall make flexible spending accounts available to employees in the bargaining unit.

ARTICLE 15 – OTHER BENEFITS

15.1 Education Benefit: The District will pay up to \$200 per school year for each employee in category B-1, B-2, or B-3 to take courses and workshops that are job-related and approved in advance by the Superintendent or his/her designee. Additional support for courses and workshops may be available on a limited basis, subject to the Superintendent's approval.

15.2 Retirement Incentive: Employees in category B-1, B-2, or B-3 who, as of June 30, 2023, have completed at least 10 years of full-time equivalent service in the District and who are at least 55 years of age shall be eligible for this retirement incentive program. Employees who have not completed 10 years of service in the District and who are not 55 years of age as of June 30, 2023, will no longer be eligible for the retirement incentive. Employees must submit notice of their intention to retire under this program to the Superintendent no later than March 30th of the last full school year of employment. Under extraordinary or unanticipated circumstances, employees may withdraw such notice or submit such notice after March 30th. If more than one employee in a school year seeks to withdraw or submit such notice after March 30th, the employee shall notify the Superintendent in writing of the extraordinary and/or unanticipated circumstances that justify the late withdrawal or submission. The amount of the retirement incentive shall equal 1.25% of the employee's last annual wages times the number of full-time equivalent years of service in the District; however, in no event shall the amount paid to an employee exceed the following: (1) for an employee who, at the time of retirement, has 10 years of service in the District but less than 15 years of service in the District, and who is at least 55 years of age, the amount paid shall not exceed \$5,000; (2) for an employee who, at the time of retirement, has 15 years of service in the District but less than 20 years of service in the District, and who is at least 55 years of age, the amount paid shall not exceed \$7,500; and (3) for an employee who, at the time of retirement, has 20 years of service or more in the District and who is at least 55 years of age, the amount paid shall not exceed

\$10,000. The retirement benefit shall be paid as a one-time lump sum in or before August following the date of the employee's retirement.

- 15.3 Severance Pay: When an employee leaves the District's employment, the employee may redeem unused sick leave at the following rates:

After Completing 10 Years of Service

\$15 per day

After Completing 15 Years of Service

\$20 per day

In no event may employees redeem more than the maximum number of sick days that may be accumulated under Section 10.1. The benefit shall be payable in the employee's final paycheck after the employee leaves the District's employment.

ARTICLE 16 - DUES AND DEDUCTIONS

- 16.1 Upon individual written authorization by an employee who is a member of the Union, the District agrees to deduct from the pay of such employee the current Union dues, as certified to the District by the Treasurer of the Union. The deductions shall begin in the second payroll of the school year and shall be deducted in twenty-one (21) paychecks. Said deductions shall be made each payroll period in which the employee's paycheck is large enough to satisfy the deduction. The District shall forward the amount so collected to the Union at least once per month. Such deduction authorization will be continued each year thereafter unless notification is received from the employee in writing by the Union and Superintendent or designee between June 1st and June 30th in any year for the upcoming school year.
- 16.2 Should there be a dispute between an employee and the Union over the matter of deductions, the Union agrees to defend, indemnify, and hold harmless the District in any such dispute.

ARTICLE 17 - REDUCTION IN FORCE

- 17.1 The Board and administration shall have the authority to determine the number and qualifications of employees.
- 17.2 In the event the Board and administration determine that it is necessary to conduct a reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary layoffs.
- 17.3 If further reduction in force is necessary, the administration shall choose employees for layoff based upon assessment of the employee's ability, qualifications, experience, and performance. If all these factors are relatively equal in the judgment of the Superintendent or his/her designee, the employee(s) with the least seniority shall be laid off first. Prior to a final decision, affected employees may submit a written presentation regarding the aforementioned factors to the Superintendent or his/her designee.
- 17.4 "Seniority" shall be calculated from the date that an employee commenced his/her current term of continuous employment by the District in a position in this bargaining unit. A seniority list shall be provided to the Union upon request.
- 17.5 For up to 15 months after lay off, the District shall consider laid off employees for recall to positions from which they were laid off. If the administration concludes that a laid off employee and an external candidate are approximately equally qualified for such a position, the laid off employee will be offered the position. If a laid off employee is offered a position and does not accept it within five (5) business days, he/she shall be removed from the recall list.

ARTICLE 18 - MISCELLANEOUS

- 18.1 An employee may review documents in his/her personnel file during regular business hours with at least three (3) business days of advance notice to the Superintendent or his/her designee. The employee may, if he/she wishes, have a representative of the Union accompany him/her during review of the personnel file and may request copies of documents in the file. An employee may respond in writing to material contained in his/her personnel file, and such response shall be made part of the file.
- 18.2 Employees shall not be required to use personal equipment on school premises.
- 18.3 When a position in this bargaining unit is vacant, the Superintendent or his/her designee will post notice of the vacancy electronically and provide electronic notice of the vacancy to each member of the bargaining unit and to the Union President. The posted notice will include the job title, pay range, expected work location and a general description of requirements for the position. Posted notices of vacancies shall remain on display for at least five (5) calendar days. Current employees who apply to transfer to a posted position shall be given an opportunity to interview for the vacancy if the administration concludes that they are qualified for the position and they apply in accordance with the terms of the posting.

ARTICLE 19 - SEPARABILITY

- 19.1 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in force and effect. In such instance, The Board and the Union shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

ARTICLE 20 - DURATION

- 20.1 This Agreement shall be in full force and effect from July 1, 2023 through June 30, 2026. The Board may reopen negotiations on health insurance and wages if it deems it desirable to do so due to the Affordable Care Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective President and Chairperson.

Timberlane Support Staff Union, AFT Local #6530, AFT-NH, AFL-CIO

<u><i>Laurie Herchenroder</i></u>	<u>05 / 04 / 2023</u>
Laurie Herchenroder, TSSU President	Date

Timberlane Regional School Board

<u><i>Katie Knutsen</i></u>	<u>05 / 07 / 2023</u>
Katie Knutsen, TRSB Chairperson	Date

APPENDIX A – WAGE SCHEDULES

3.5%

2023-24	Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Paraeducators:	Track													
High School Diploma	E1	\$13.95	\$14.32	\$14.70	\$15.08	\$15.45	\$15.84	\$16.21	\$16.61	\$16.98	\$17.37	\$17.74	\$18.11	\$18.50
GBCC SPED Certification	E-GBCC	\$14.14	\$14.51	\$14.88	\$15.27	\$15.64	\$16.02	\$16.42	\$16.80	\$17.17	\$17.55	\$17.93	\$18.30	\$18.68
Associate degree	E2	\$14.26	\$14.63	\$15.02	\$15.39	\$15.77	\$16.15	\$16.55	\$16.92	\$17.29	\$17.68	\$18.05	\$18.43	\$18.82
Bachelor's Degree	E3	\$14.57	\$14.96	\$15.33	\$15.71	\$16.08	\$16.49	\$16.86	\$17.23	\$17.62	\$17.99	\$18.37	\$18.75	\$19.15
LNAs:	T5	\$17.49	\$17.93	\$18.37	\$18.82	\$19.27	\$19.71	\$20.15	\$20.59	\$21.03	\$21.48	\$21.93	\$22.37	\$22.81
Library Assistants:														
High School Diploma	L1	\$14.14	\$14.51	\$14.89	\$15.27	\$15.65	\$16.02	\$16.42	\$16.80	\$17.17	\$17.55	\$17.93	\$18.31	\$18.68
Associate Degree	L2	\$14.39	\$14.76	\$15.14	\$15.51	\$15.90	\$16.29	\$16.67	\$17.05	\$17.43	\$17.80	\$18.18	\$18.56	\$18.94
Bachelor's Degree	L3	\$14.63	\$15.02	\$15.39	\$15.77	\$16.15	\$16.55	\$16.92	\$17.29	\$17.68	\$18.05	\$18.43	\$18.82	\$19.21

2023-24	Step	14	15	16	17	18	19	20	21	22	23
Paraeducators:	Track										
High School Diploma	E1	\$18.88	\$19.27	\$19.64	\$20.03	\$20.40	\$20.78	\$21.16	\$21.54	\$21.91	\$22.28
GBCC SPED Certification	E-GBCC	\$19.06	\$19.46	\$19.83	\$20.21	\$20.59	\$20.97	\$21.35	\$21.72	\$22.10	\$22.47
Associate Degree	E2	\$19.21	\$19.58	\$19.97	\$20.34	\$20.72	\$21.09	\$21.48	\$21.85	\$22.22	\$22.59
Bachelor's Degree	E3	\$19.52	\$19.90	\$20.28	\$20.65	\$21.03	\$21.41	\$21.81	\$22.19	\$22.57	\$22.95
LNAs:	T5	\$23.26	\$23.69	\$24.15	\$24.58	\$25.04	\$25.47	\$25.92	\$26.37	\$26.82	\$27.21
Library Assistants:											
High School Diploma	L1	\$19.09	\$19.46	\$19.83	\$20.21	\$20.59	\$20.97	\$21.35	\$21.72	\$22.10	\$22.48
Associate Degree	L2	\$19.33	\$19.71	\$20.09	\$20.46	\$20.84	\$21.23	\$21.62	\$22.00	\$22.39	\$22.77
Bachelor's Degree	L3	\$19.58	\$19.97	\$20.34	\$20.72	\$21.09	\$21.48	\$21.87	\$22.25	\$22.64	\$23.02

3.5%

2024-25	Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Paraeducators:	Track													
High School Diploma	E1	\$14.44	\$14.83	\$15.21	\$15.61	\$15.99	\$16.39	\$16.78	\$17.19	\$17.58	\$17.98	\$18.36	\$18.75	\$19.14
GBCC SPED Certification	E-GBCC	\$14.63	\$15.02	\$15.40	\$15.80	\$16.19	\$16.58	\$16.99	\$17.39	\$17.77	\$18.17	\$18.55	\$18.94	\$19.34
Associate Degree	E2	\$14.76	\$15.15	\$15.54	\$15.93	\$16.33	\$16.71	\$17.13	\$17.51	\$17.90	\$18.30	\$18.68	\$19.08	\$19.47
Bachelor's Degree	E3	\$15.08	\$15.48	\$15.86	\$16.26	\$16.65	\$17.06	\$17.45	\$17.84	\$18.23	\$18.62	\$19.01	\$19.41	\$19.82
LNAs:	T5	\$18.10	\$18.55	\$19.01	\$19.47	\$19.95	\$20.40	\$20.86	\$21.31	\$21.77	\$22.23	\$22.70	\$23.15	\$23.61
Library Assistants:														
High School Diploma	L1	\$14.63	\$15.02	\$15.41	\$15.80	\$16.20	\$16.58	\$16.99	\$17.39	\$17.77	\$18.17	\$18.55	\$18.95	\$19.34
Associate Degree	L2	\$14.89	\$15.28	\$15.67	\$16.06	\$16.45	\$16.86	\$17.26	\$17.64	\$18.04	\$18.43	\$18.82	\$19.21	\$19.60
Bachelor's Degree	L3	\$15.15	\$15.54	\$15.93	\$16.33	\$16.71	\$17.13	\$17.51	\$17.90	\$18.30	\$18.68	\$19.08	\$19.47	\$19.88

2024-25	Step	14	15	16	17	18	19	20	21	22	23
Paraeducators:	Track										
High School Diploma	E1	\$19.54	\$19.95	\$20.33	\$20.73	\$21.11	\$21.51	\$21.90	\$22.29	\$22.68	\$23.06
GBCC SPED Certification	E-GBCC	\$19.73	\$20.14	\$20.52	\$20.92	\$21.31	\$21.70	\$22.10	\$22.49	\$22.87	\$23.26
Associate Degree	E2	\$19.88	\$20.27	\$20.66	\$21.05	\$21.45	\$21.83	\$22.23	\$22.61	\$23.00	\$23.38
Bachelor's Degree	E3	\$20.20	\$20.60	\$20.99	\$21.37	\$21.77	\$22.16	\$22.57	\$22.97	\$23.36	\$23.75
LNAs:	T5	\$24.07	\$24.52	\$24.99	\$25.44	\$25.91	\$26.36	\$26.82	\$27.29	\$27.76	\$28.16
Library Assistants:											
High School Diploma	L1	\$19.75	\$20.14	\$20.52	\$20.92	\$21.31	\$21.70	\$22.10	\$22.49	\$22.87	\$23.27
Associate Degree	L2	\$20.01	\$20.40	\$20.79	\$21.18	\$21.57	\$21.97	\$22.38	\$22.77	\$23.17	\$23.57
Bachelor's Degree	L3	\$20.27	\$20.66	\$21.05	\$21.45	\$21.83	\$22.23	\$22.63	\$23.03	\$23.43	\$23.82

3.5%

2025-26	Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Paraeducators:	Track													
High School Diploma	E1	\$14.95	\$15.34	\$15.74	\$16.15	\$16.55	\$16.96	\$17.36	\$17.79	\$18.19	\$18.60	\$19.00	\$19.40	\$19.81
GBCC SPED Certification	E-GBCC	\$15.15	\$15.54	\$15.94	\$16.35	\$16.75	\$17.16	\$17.58	\$17.99	\$18.39	\$18.80	\$19.20	\$19.60	\$20.01
Associate Degree	E2	\$15.28	\$15.68	\$16.09	\$16.49	\$16.90	\$17.30	\$17.73	\$18.13	\$18.53	\$18.94	\$19.34	\$19.75	\$20.16
Bachelor's Degree	E3	\$15.61	\$16.02	\$16.42	\$16.83	\$17.23	\$17.66	\$18.06	\$18.46	\$18.87	\$19.27	\$19.68	\$20.09	\$20.51
LNAs:	T5	\$18.74	\$19.20	\$19.68	\$20.16	\$20.64	\$21.11	\$21.59	\$22.05	\$22.53	\$23.01	\$23.49	\$23.96	\$24.44
Library Assistants:														
High School Diploma	L1	\$15.15	\$15.54	\$15.95	\$16.35	\$16.76	\$17.16	\$17.58	\$17.99	\$18.39	\$18.80	\$19.20	\$19.61	\$20.01
Associate Degree	L2	\$15.41	\$15.81	\$16.22	\$16.62	\$17.03	\$17.45	\$17.86	\$18.26	\$18.67	\$19.07	\$19.48	\$19.88	\$20.29
Bachelor's Degree	L3	\$15.68	\$16.09	\$16.49	\$16.90	\$17.30	\$17.73	\$18.13	\$18.53	\$18.94	\$19.34	\$19.75	\$20.16	\$20.58

2025-26	Step	14	15	16	17	18	19	20	21	22	23
Paraeducators:	Track										
High School Diploma	E1	\$20.22	\$20.64	\$21.04	\$21.45	\$21.85	\$22.26	\$22.66	\$23.07	\$23.47	\$23.87
GBCC SPED Certification	E-GBCC	\$20.42	\$20.84	\$21.24	\$21.65	\$22.05	\$22.46	\$22.87	\$23.27	\$23.67	\$24.07
Associate Degree	E2	\$20.58	\$20.98	\$21.39	\$21.79	\$22.20	\$22.60	\$23.01	\$23.41	\$23.80	\$24.20
Bachelor's Degree	E3	\$20.91	\$21.32	\$21.72	\$22.12	\$22.53	\$22.94	\$23.36	\$23.77	\$24.18	\$24.58
LNAs:	T5	\$24.91	\$25.38	\$25.87	\$26.33	\$26.82	\$27.29	\$27.76	\$28.25	\$28.73	\$29.15
Library Assistants:											
High School Diploma	L1	\$20.44	\$20.84	\$21.24	\$21.65	\$22.05	\$22.46	\$22.87	\$23.27	\$23.67	\$24.08
Associate Degree	L2	\$20.71	\$21.11	\$21.52	\$21.92	\$22.33	\$22.74	\$23.16	\$23.57	\$23.98	\$24.39
Bachelor's Degree	L3	\$20.98	\$21.39	\$21.79	\$22.20	\$22.60	\$23.01	\$23.43	\$23.84	\$24.25	\$24.66

APPENDIX B – DISABILITY BANK

1. Definitions

Disability- A medical condition, physical or mental, which causes one to be unable to perform his/her contractual obligation for a period of twenty (20) contract days or more.

Disability Bank- A pool of paid leaves that may be drawn upon after any and all individually accumulated sick days have been exhausted.

2. Establishment of Bank

The bank will be established the first workday of each school year, allowing carryover from the previous year, if such carryover exists, so that the pool could reach a minimum of four hundred (400) days. If the carryover from one year does not drop below two-hundred fifty (250) days by September 1st of next year, members will not be required to contribute one of their individually authorized sick leave days to the pool. If the total number of days in the Disability Bank pool drops below two hundred-fifty (250) days, all members of the full unit with at least one-year full service to the District will contribute one of their individually authorized sick leave days on the first work day of the next school year. In the event the bank is depleted during the year, one additional sick day will be taken from each member.

3. Board of Review

A Board of Review will be established to determine the assignment of days from the pool. The Board shall only have control over the assignment of extended disability leave benefits from the pool. The Board of Review shall consist of:

- The TSSU President or designee;
- Additional designee by the TSSU;
- The Superintendent of Schools or his/her designee; and
- The School Board Chairperson or his/her designee.

4. Distribution of Benefits

Members of this unit with at least one year of the service to the District may apply for a number of days consistent with a one-for-one match of their individual sick leave accumulation as of the end of the previous contract year brought forward to the year of the onset of disability. The combined benefit of accumulated personal sick leave and Disability Bank leave may not exceed one hundred-eighty days and may carry over from one contract year to another. Employees with less than one full year of service in the District will not be required to contribute one of their individual accumulated sick leave days to the Disability Bank. The Board reviews the right to request re-application and documentation from anyone requesting more than forty (40) days from the pool. Any benefits will be minus other insurance coverage (e.g., worker's compensation, social security, etc.).


5. Worker Protection

The District will allow unit members to be reimbursed up to three (3) sick days from the Disability Bank for injuries that occur at the worksite or in the off-site performance of their duties not covered under other benefits.

Signature Certificate

Reference number: PK6UH-XU9C6-RWIYK-4GNVS

Signer	Timestamp	Signature
Laurie Herchenroder Email: laurie.herchenroder@timberlane.net Sent: 04 May 2023 17:57:32 UTC Viewed: 04 May 2023 19:52:11 UTC Signed: 04 May 2023 19:54:42 UTC		
Recipient Verification: ✓ Email verified	04 May 2023 19:52:11 UTC	IP address: 75.68.206.197 Location: Plaistow, United States

Katie Knutsen Email: kknutsensb@gmail.com Sent: 04 May 2023 17:57:32 UTC Viewed: 07 May 2023 19:23:01 UTC Signed: 07 May 2023 19:23:21 UTC		
Recipient Verification: ✓ Email verified	07 May 2023 19:23:01 UTC	IP address: 73.126.245.152 Location: Salem, United States

Document completed by all parties on:

07 May 2023 19:23:21 UTC

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