

MASTER AGREEMENT
BETWEEN

THE WAKEFIELD SCHOOL BOARD

and

THE WAKEFIELD PARAPROFESSIONALS' UNION
NEA-NH

July 1, 2022-June 30, 2024

PREAMBLE

The Wakefield School Board (hereinafter "the School Board") and the Wakefield Paraprofessionals' Union/NEA-NH (hereinafter "the union") hereby enter into the following agreement.

ARTICLE I

Recognition

1.1 The Wakefield School Board recognizes the Wakefield Paraprofessionals' Union, NEA-NH for purposes of collective negotiations according to RSA-273A, as the exclusive representative of all paraprofessionals, applied behavior analysis (ABA) tutors, licensed nurse assistants (LNAs), and speech assistants employed by the Wakefield School District.

ARTICLE II

Management Rights

2.1 The School 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 school district; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the school district, to non-renew employees, and to suspend, demote, discharge, withhold wage increases, or take any other disciplinary action against the employees; (d) 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 expressed terms of this agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means of personnel by which operations are conducted; (h) 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 (i) to take actions as may be necessary to carry out the mission of the district in emergencies.

ARTICLE III

Dues and deductions

3.1 Upon individual written authorization by an employee who is a member of the association, the district agrees to deduct from the pay of such employees the current association dues, as certified to the district by the treasurer of the association. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. The district shall forward the amount so collected to the association at least once per month. However, the district shall not deduct dues from the wages of any employee who notifies the district in writing that he/she is withdrawing a previous authorization for such deductions.

3.2 Should there be a dispute between an employee and the association over the matter of deductions, the association agrees to defend, indemnify and hold harmless the board, the district and their agents and administrators in any such dispute. This indemnification is null and void in the event the district does not comply with the terms of section 3.1 above.

3.3 Upon written application by an employee, payroll deductions shall be made for tax deferred 403(b) plan contributions.

ARTICLE IV

Negotiation Procedures

4.1 Negotiations for a successor agreement shall be conducted pursuant to NH RSA 273-A.

ARTICLE V

Union Rights and Responsibilities

5.1 Outside of normal school hours, the union and its affiliates shall have the right to use designated areas in the school building for meetings, provided that there is no interference with scheduled school activities and pre-arranged civic meetings. The use of such areas shall be arranged with the building principal in advance.

5.2 The union shall have the right to use school facilities and equipment, including the school email system, typewriters, photocopying machines and other duplicating equipment at reasonable times, when such equipment is not otherwise in use. The union shall incur the cost of duplicating materials and paper.

5.3 Designated representatives of the union shall be allowed to receive telephone calls and other communications concerning union business during duty-free time.

5.4 Representatives of the union shall be permitted to transact union business on school property so long as it is not conducted during instructional time and instructional preparation time and not in the presence of students.

5.5 The building principal shall permit placement of union material and notices in each paraprofessional's mailbox and on teachers' room bulletin boards.

5.6 The board shall place on the agenda of each regular board meeting as an item for consideration under "New Business" any matters brought to its consideration by the union so long as those matters are made known to the superintendent's office by one week prior to the board meeting in writing.

5.7 At the beginning of every school year, the union shall be credited with two (2) paid days to be used by the employees who are officers or agents of the union. Such use to be at the discretion of the union. The administration will be notified as soon as possible, but no less than seventy-two (72) hours prior to the commencement of such leave.

ARTICLE VI

Employee Rights

6.1 No employee shall be required to appear before the board or its agents concerning any matter which could adversely affect the continuation of that employee's employment, unless he/ she has been given prior notice of the reason for such a meeting in advance where possible and shall be entitled to have a representative of the association present for advice and representation during such interview, if he/she requests. The parties agree to such right to representation shall not include conferences following observations or evaluations, unless such a conference is related to potential disciplinary action.

6.2 All information forming the basis for disciplinary actions will be made available to the employee and the union. The parties agree that discipline shall be progressive and corrective. Discipline shall normally follow this order, but discipline may be taken out of order in case of gross negligence or depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.

6.3 Employees shall be subject to a one-year (1) probationary period. During the probationary period, the following shall not constitute disciplinary action or be subject to the grievance procedure: expiration of a letter of agreement, severance with two-weeks (2) notice per section 8.1, and expiration of an assignment. Beyond the one-year probationary period, dependent upon the circumstances, such actions may constitute discipline and be subject to the grievance procedure.

6.4 Subject to the language of this agreement, the decision whether to suspend or discharge an employee shall rest with the superintendent or designee.

6.5 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice. A union representative may be present if so requested by the employee unless emergency circumstances prohibit this from occurring.

ARTICLE VII

Reduction in Force

7.1 The decision to implement a reduction in force in one or more classifications shall be made at the sole discretion of the School Board. The classifications in the bargaining unit are paraprofessionals, ABA tutors, speech assistants and LNAs. As soon as a reduction in force is seriously contemplated, the Superintendent of Schools shall notify the President of the Union.

7.2 In the event that the board and administration determine that it is necessary to conduct a layoff in a classification, they shall initially attempt to determine the number of possible resignations and retirements in the classification in a good faith effort to avoid potentially unnecessary layoffs.

7.3 The district will minimize the effects of the reduction in force on the current staff by absorbing as many positions in the classification as possible through attrition (retirement, resignations, and refusal to contract).

7.4 Employees released shall be granted priority for re-established positions in the classification from which they were released for a one-year period. A previously employed employee who returns to a position within one year period shall resume employment by the school district at not less than the step occupied when the position previously held was terminated.

7.5 Probationary employees shall be laid off before non-probationary employees in the classification. If further layoffs are necessary, the district shall consider the following factors in determining who shall be laid off for the classification: qualifications, job performance, professional growth, experience in job classification, and overall effectiveness. If all such factors are equal, employee seniority (length of service for the district) shall be the determining factor. Employees laid off shall be notified in writing that the reason for the termination was a reduction in force due to one or more of the following: lack of money, decrease in student enrollment, or the decision to reduce the size of the workforce.

ARTICLE VIII

Annual Memorandum of Agreement

8.1 Subject to the issuance of IEP's, the district shall provide by June 1 of each year for continuing employees only, a memorandum of agreement to re-employ, including expected grade level placement (PreK-3, 4-6, or 7-8), expected rate of pay, expected hours per day, and expected days per year. Such memorandum of agreement will specify that the school district may end the employment of the individual holding that position by providing two weeks written notice. A memorandum of agreement for a grant-funded position also will specify that the position is contingent upon the district's receipt of grant funds.

8.2 Upon receiving a memorandum of agreement, the employee must sign and return it to the superintendent within fifteen (15) calendar days. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

8.3 Once an employee returns a letter of agreement in accordance with the terms of section 8.2 above, should a change in the expected terms of employment be contemplated by the district, the employee shall be informed prior to any change being made.

ARTICLE IX

Working Conditions

9.1 If the Board establishes a days-based school year, the work year for ABA tutors shall consist of 185 days, a maximum of 180 student days and a minimum of five inservice days, and the work year for others shall consist of 184 days, including a maximum of 180 student days and a minimum of four in-service days. For all bargaining members, the administration shall schedule two workshop days before the instructional days begin, one in October to coincide with the NEA-NH Fall Instructional Conference and one workshop day determined by the Superintendent and School Board. The Association may provide input to the Student Services Director concerning professional development for a school year by the end of the previous school year.

9.2 Subject to the needs of the district, the normal work day shall be 8 hours per day for ABA tutors and 7 hours per day for other employees, The work day shall include a one-half hour paid lunch period.

9.3 Employees shall not work beyond their regularly scheduled hours at work without specific authorization by the building principal or his/her designee.

9.3.1 The district shall provide access to a computer for employees who are required to check email or fill out forms online.

9.3.2 Paraprofessionals may substitute for members of the professional staff at the request of an administrator or the substitute coordinator. The District will pay an additional \$50.00 per day to any Paraprofessional who fills in for a teacher for a full day. The District will pay an additional \$25.00 per day to any Paraprofessional who fills in for a teacher for half a day. The District will pay an additional \$7 per class period to any Paraprofessional who fills in for a teacher for at least half of a class period.

9.4 The school board in May, at its discretion, will adopt either a days-based school calendar or an hours-based school calendar under NH Admin.R. Ed 306.18. The board shall determine the number of student hours and days per year.

9.5 Employees shall receive the following holidays with full pay and benefits:
Thanksgiving
Christmas
New Year's Day
Martin Luther King Junior Day
Memorial Day

ARTICLE X

Assignments and Vacancies

10.1 The employee's assignment shall be listed on the employee's individual contract at the time it is offered to the employee. When changes in assignment become necessary, the employee involved shall be properly notified when possible.

10.2 Whenever a vacancy for a bargaining unit position becomes available, the superintendent or designee shall notify the union president via email and by posting a notice in the mail room in each building. Such notices shall contain the date of posting, a description of the position, work location(s), requirements of the position, name of the person to which the application is to be returned and the date by which the application is to be returned.

ARTICLE XI

Evaluation

11.1 Each employee shall be evaluated annually. Observations and evaluations shall be made by an appropriate supervisor. Teachers may provide input but may not be the sole evaluator of any employee.

11.2 Upon reasonable notice, employees shall have the right to examine their individual personnel file. No material which is adverse to an employee shall be placed in the employee's file unless the employee has had an opportunity to review the material. The employee may submit a statement regarding any material which is in the file. The employee may use the copy machine in the business office to copy contents and records as concerns the employee at no cost to the district.

The district shall not establish any separate personnel file which is not available for the employee's inspection.

11.3 Documents, communications and/or records dealing with the processing of a grievance or other union activity shall not be placed in an employee's file. All references provided to a potential employer shall be limited to the contents of the employee's file.

ARTICLE XII

Professional Development

12.1 The sum of four hundred fifty dollars (\$450) will be available for each employee to participate in workshops, attend conferences, enroll in courses, or engage in other professional development activities. The district will budget no more than \$7,000 for professional development activities under this section. If requests for reimbursement by employees who have not exhausted their \$450 exceed \$7,000, reimbursement shall occur on a first come, first served basis.

12.2 Employees shall submit requests for financial assistance in writing to the principal for his/her approval or disapproval a minimum of two (2) weeks in advance of the program. The request will specify the name of the activity, the date(s) of participation, and the cost. If the request was submitted at least two weeks in advance of the program, the building principal or assistant principal will approve or disapprove the request for financial assistance before the program.

12.3 The board agrees that any work performed by individual employees from various committees, assigned by the administration, shall be allowed as staff development credit hours.

12.4 Before the close of each school year, each employee shall have access to the following information from the professional development committee:

- a. Accumulated staff development hours to date;
- b. Date of recertification for renewal of state certificate.

12.5 Employees shall fulfill the requirements of the District professional development plan.

ARTICLE XIII

Leave Policies

13.1 Incentive days

The district shall grant up to thirteen (13) paid leave days per work year. For any unused days at the end of the work year, each employee shall choose either to carry over the unused days to the next work year (up to a maximum of 30 days), or to receive a per diem buy back for up to five (5) unused days, payable on the first pay day after the last day of school.

Upon retirement after 10 or more years of employment in this bargaining unit, the district will buy back accumulated unused days from a maximum of three retiring employees per year at the \$50 per day.

13.2 Bereavement leave

The district shall grant up to five (5) days of bereavement leave in the event of a death of an employee's spouse, mother or father-in-law, civil partner, child, siblings, or parents. The district shall grant up to one (1) day in the event of the death of any relative not previously listed. Additional days, paid or unpaid, may be granted solely at the discretion of the superintendent.

13.3 Jury duty

When an employee is called to jury duty, the employee shall receive full pay and benefits. It is understood that the employee shall turn over jury duty pay to the district for any days served that are also contracted workdays. At the conclusion of the employee's daily period of jury duty, he/she shall return to work if that can still occur during the workday.

13.4 Professional leave: Employees shall be granted up to two non-cumulative professional days each year to attend professional conferences or workshops related to the district's professional development plan and/or employee professional goals. Personnel wishing to attend such workshops or other related programs shall submit a request for attendance in writing to the principal no later than one week in advance of the scheduled activity, which shall not be unreasonably denied.

13.5 Unit members shall not be covered by FMLA for their first 90 workdays. After they have been employed 90 workdays, unit members employed 30 hours or more per week shall be covered by the provisions of the Family and Medical Leave Act.

13.6 Sick Leave Bank

13.6.1 The District shall establish a sick leave bank to assist employees who experience a major medical crisis and have exhausted their paid leave days. The bank shall allow employees to voluntarily donate accrued incentive days to said bank.

13.6.2 Each employee who wishes to be covered by the sick bank shall enroll between July 1 and September 30 of any school year. Enrollment is accomplished by donating in writing from one to five incentive days. The maximum number of days that may be in the bank each year equals five times the number of employees in the bargaining unit on September 30. If the bank falls below 25 days, employees enrolled in sick bank may help replenish the supply of

days in the bank by donating in writing from one (1) to five (5) additional days, so long as it is done between July 1 and September 30, or between February 1 and February 28 of any school year. The Association shall communicate to the Superintendent in writing the names of employees contributing to the sick leave bank.

13.6.3 No employee may draw more than 25 days from the sick bank in any school year without approval from the superintendent and the sick leave committee. The criteria for an enrolled employee to apply for and use days from the sick bank are: (a) the employee's incentive days must be exhausted, (b) the employee must have undergone a major operation or a serious and prolonged illness that requires the care of a physician, (c) the employee provides documentation from a physician that he/she is unable to return to work for three or more days, and (d) the sick leave committee approves the request for sick bank leave.

13.6.4 The sick bank committee shall include two employees appointed by the Association, and the Superintendent or Superintendent's designee. Employee requests to draw days from the sick bank shall be approved or denied by the committee based on the terms of this Article and on the rules established by the committee. The committee's decisions shall not be subject to the grievance procedure.

ARTICLE XIV

Grievance Procedure

14.1 A "grievance" shall mean a complaint by a member of the bargaining unit that there has been a violation of this contract, except that the following shall be excluded from the grievance procedure: (1) any bylaw of the School Board pertaining to its internal organization, (2) any matter which, according to law, is either beyond the scope of School Board authority or is limited to unilateral action by the School Board alone, and (3) any matter which this agreement stated shall not be subject to the grievance process. A grievance may not be initiated more than fifteen (15) days after the employee knew or should have known of the act or occurrence upon which the grievance is based.

14.2 The term "days" shall mean school days during the school year. The term "days" shall mean Monday through Friday, excluding holidays, and during the summer recess. While any grievance is pending, the employee shall continue to perform all assignments and observe applicable rules.

14.3 If the administration does not respond within the time limits specified, the grievant may proceed to the next step. If the grievant does not act within the time limits specified, the last decision rendered by the district shall stand, and the parties shall consider the grievance settled.

Initiation and Processing

14.4 Level One - Principal

- a) The grievant will discuss the grievance with the principal in an attempt to resolve the matter informally
- b) The principal will present his/her decision within five (5) days. If the principal's decision does not resolve the matter to the grievant's satisfaction, a written grievance may be presented to the principal specifying: 1) what happened; 2) which practices and/or sections of the contract were violated; and 3) the remedy or solution required. The principal shall give a written decision to the grievant(s) and to the union within five (5) days after receiving the written grievance.

14.5 Level Two - Superintendent

Within five (5) days of receiving the principal's decision, the grievant may appeal that decision, in writing, to the superintendent. The appeal must include a copy of the original written grievance, the principal's response, and an explanation of why the grievant was dissatisfied with the principal's response. The superintendent shall meet with the grievant within ten (10) days. The superintendent shall give his/her written decision to the grievant(s) and the union within fifteen (15) days after the meeting.

14.6 Level Three - School Board

Within ten (10) days after receiving the superintendent's decision, the grievant may appeal that decision, in writing, to the School Board. The appeal must include a copy of the materials submitted to the superintendent, a copy of the superintendent's response, and an explanation of why the grievant was dissatisfied with the superintendent's response. The grievant may choose to appear before the board to present evidence and argument for the board's consideration. The board shall give its written decision to the grievant no longer than twenty (20) days after it receives notice of appeal.

14.7 Level Four - Arbitration

If the decision of the School Board does not resolve the grievance to the satisfaction of the grievant(s), or the union and a third-party review is desired, the union may within fifteen (15) days after receiving the board's decision, submit a grievance to binding arbitration pursuant to the labor arbitration rules of the American Arbitration Association. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this agreement.

14.8 A grievant may be represented at all stages of the grievance procedure by him/herself or by the union, but only the union may appeal a grievance to arbitration.

14.9 Any resolution of this grievance shall be consistent with the terms of this agreement. The arbitrator should have no power to add to, delete from, or modify in any way the provision of this agreement.

14.10 The fees and expenses of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne by the losing party.

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

14.12 The arbitration provisions set forth herein shall be subject to RSA 542.

ARTICLE XV

Compensation

15.1 The basic wages of paraprofessionals, speech assistants, ABA tutors and LNAs covered by this agreement are set forth in Appendix A which is attached to and incorporated in this agreement

15.2 An employee who completes at least ninety days of service during a school year shall be moved up one step on the salary schedule at the beginning of the next work year if they receive a satisfactory evaluation or if they do not receive an evaluation.

15.3 Payroll

15.3.1 Subject to Section 15.3.2.5, employees will be paid in accordance with RSA 275:43, IV-a. Pay will be disbursed by whichever of two options is elected by the employee in writing prior to the first paycheck.

15.3.2.1 Option #1: the employee will be paid for the hours actually worked and any paid leave to which he/she is entitled, during each pay period.

15.3.2.2 Option #2: The employee will be paid in 21 or 26 bi-weekly installments, whichever is selected by the employee. The installments initially will be calculated from the number of work hours per day projected by the School District, multiplied by the rate of pay, then multiplied by the number of workdays projected by the School District. The installments shall be equal, except that the amount of the last installment will be adjusted based upon the number of hours actually worked (i.e. increased if the employee actually worked more hours than projected, or decreased if the employee actually worked fewer hours than projected). Adjustments for extra earnings will be paid in the cycle in which the work was done. Deductions for unpaid leave will be made from the employee's final paycheck.

15.3.2.3 An employee shall be informed in writing before choosing Option #2 that the last installment may be less than the other installments and may be for as little as a zero balance due to the employee.

15.3.2.4 If an employee does not select either Option #1 or Option #2 in writing prior to the first paycheck, employee shall be paid under Option #1.

15.3.2.5 The Board and the Association will submit to the Commissioner of Labor a joint request for approval of the equalized pay plan that is described in Sections 15.3.2 - 15.3.2.4. If the Commissioner does not approve the joint request, all employees will be paid for the hours actually worked, plus any paid leave to which they are entitled, during each pay period.

ARTICLE XVI

Insurance Benefits and Provisions

16.1 The district shall pay 80% of the cost of a district provided HMO health insurance premium for single person coverage only. A unit member who selects the two person or family coverage shall be responsible for paying the difference between the premiums for such coverage and the district's share of the district's single person coverage under this section.

16.2 The district shall pay 100% of the cost of a single dental insurance plan, as currently provided or changed by mutual agreement of the board and the union, for each employee.

16.3 Long-term Disability Insurance

The District will offer long-term disability insurance to each employee. The full cost shall be paid by the employee.

ARTICLE XVII

General Provisions

Savings clause

17.1 If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the union.

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

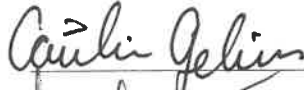
ARTICLE XVIII


Duration


18.1 The agreement shall be in full force and effect from July 1, 2022 through June 30, 2024.

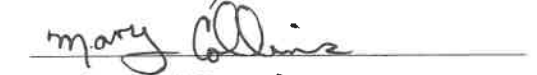
18.2 The board agrees to provide the PELRB with a copy of this agreement within fourteen (14) days of its execution in accordance with PUB 207.03 (b).

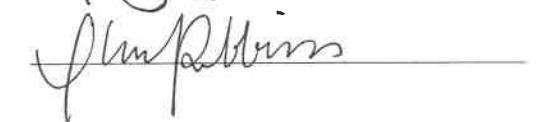
WAKEFIELD SCHOOL BOARD













WAKEFIELD PARAPROFESSIONAL UNION





APPENDIX A

<u>2022-2023</u>	<u>Step</u>	<u>Non-Certified</u>	<u>Certified*</u>	
		<u>22-23</u>	<u>22-23</u>	<u>75 cents</u>
	1	\$12.68	\$14.94	\$15.69
	2	\$13.27	\$15.54	\$16.29
	3	\$13.43	\$16.15	\$16.90
	4	\$13.70	\$16.75	\$17.50
	5	\$13.99	\$17.35	\$18.10
	6	\$14.28	\$17.95	\$18.70
	7	\$15.30	\$18.55	\$19.30
	8	\$16.11	\$19.15	\$19.90
	9	\$16.93	\$19.75	\$20.50
	10	\$18.03	\$20.35	\$21.10

<u>2023-2024</u>	<u>Step</u>	<u>Non- Certified</u>	<u>Certified*</u>	
		<u>23-24</u>	<u>23-24</u>	<u>75 cents</u>
	1	\$12.73	\$15.00	\$15.75
	2	\$13.32	\$15.61	\$16.36
	3	\$13.48	\$16.21	\$16.96
	4	\$13.76	\$16.81	\$17.56
	5	\$14.04	\$17.42	\$18.17
	6	\$14.34	\$18.02	\$18.77
	7	\$15.36	\$18.62	\$19.37
	8	\$16.18	\$19.23	\$19.98
	9	\$16.99	\$19.83	\$20.58
	10	\$18.11	\$20.43	\$21.18

*To be paid on the "Certified" track, an employee must hold a Paraeducator II certification from the New Hampshire Department of Education, hold at least a LNA certificate from the NH Board of Allied Health Trades, or hold other credentials that justify placement on the "Certified" track as agreed by the Union and the District.

SLPAs shall be paid \$0.75/hour more than certified paraprofessionals with similar experience. ABA Tutors shall be paid \$0.75/hour more than paraprofessionals with similar experience. LNAs shall be paid \$0.50 more than a certified paraprofessional with similar experience.

New hires shall be placed on the wage schedule at a step no higher than a currently employed employee with similar experience, except by mutual agreement. The Superintendent shall discuss with the union president step placement of new hires before an offer is made to the new hire.

