



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

JULY 2022 - JUNE 2026

Ratified by ORESPA: November 10, 2021
Ratified by OR School Board: November 17, 2021
APPROVED by District Voters: March 8, 2022

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OYSTER RIVER COOPERATIVE SCHOOL DISTRICT

Agreement made this 17th day of March 2021 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 workdays.

B. Initiating and Processing a Grievance

1. A grievance, to be considered under this procedure, must be initiated by the employee within twenty (20) working 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 ten (10) 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 ten (10) days of the receipt of the written grievance.

4. Level Two - Superintendent or Superintendent's Designee

The employee, no later than ten (10) 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 ten (10) 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 ten(10) 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, hold a hearing with the employee and his/her representative, if so requested 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 twenty(20) days of receipt of the Board's decision.

Once the matter has been moved to the arbitration level, the parties will attempt to reach mutual agreement on an arbitrator for the instant matter. If the parties are unable to reach mutual agreement on an arbitrator to hear the matter within five (5) working days, then the Association shall initiate a request for binding arbitration pursuant to the arbitration rules of the American Arbitration Association or Labor Relations Connection. 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. However, if the subject being discussed impacts the terms of the CBA and/or an agreement needs to be reached regarding the dispute in question, the employee will follow up with the Association President.

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 discipline. Discipline is to be interpreted as set forth in E of this Article. When an employee has a representative of the Association present, the supervisor may have another administrator present.
- E. Discipline shall be progressive in nature and shall generally follow these steps: Oral warning, written warning, written reprimand, suspension with pay, suspension without pay, termination. Discipline may also include other deprivation of professional advantage.

Notwithstanding the language set forth above, just cause shall not be required for dismissal of an employee during the probationary period.

Behavior that is against the law or is so severe in nature that after investigation the superintendent can jump progressive discipline up to and including immediate termination.

- F. The Association shall be given prompt written notice of any such discipline issued upon a member of this bargaining unit.
- G. The Board agrees to provide each employee in the bargaining unit a copy of their job description.
- H. The employee shall be told that they may have representation if they so choose, during such meeting or interview.
- I. 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. The Parties agree that the district shall provide the President of the Association the following information electronically in EXCEL format for each bargaining unit member annually on or before October 15, and will update on a quarterly basis as to new hires and departing employees over the course of the school year.

Employee name, date of hire, position, work location, classification, salary schedule step, full or part time status, number of annually paid hours, wage rate. The district will also provide updates on home mailing address (including street, city/town, state and zip code), home phone, stipends and work e-mail address for any employee whose information has changes from the prior year and/or for any new hire.

Furthermore, the parties agree that during negotiation years that the information provided shall include information pertaining to individual bargaining unit employees elected insurance plans (e.g. Single, 2person, Family), the total cost of each plan and the total amount each employee is responsible for monthly and annually for the plan they elected.

The Association agrees that the School District will be held harmless for providing the information outlined above.

C. 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. When new employee orientation or training is scheduled for new staff within this bargaining unit, the Association shall be placed on the agenda and representatives of the Association shall be afforded time at the end of the orientation/training program to speak to new hires.
4. 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.
- D. 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.
- E. Association dues shall be deducted from employees' paychecks or submission of approval forms signed by the employee to the superintendent or his/her designee.
- F. Up to two members of the Association shall be allowed to attend the annual NEA- NH Delegate Assembly.
- G. Health and Safety

The parties agree that the safety of employees and students are of paramount importance in the Oyster River School District. To that end, the parties agree as follows:

- A. All support staff in this bargaining unit will receive all safety and security trainings annually which are provided for other employees within the District. Such trainings shall include but not be limited to lockdowns, evacuations, and emergency situations.
- B. Two support staff employees shall be appointed by the President of the Association to sit on the Joint Loss Management Committee.

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.
- B. The normal work week is Monday through Friday.
- C. The Board reserves the right to schedule working hours for all full-time and part-time employees that best serve the District and its constituents. The Association will be consulted annually relative to staffing for the upcoming year by June 15.
- D. Employees on night shifts will be given the opportunity to workdays, 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. All employees who work a minimum of seven and one half (7.5) hours per day shall be entitled to two (2) fifteen (15) minute breaks, a thirty (30) minute unpaid lunch break which is intended to be uninterrupted. However, if an emergency arises that disrupts the uninterrupted lunch period, the employee shall be allowed to make up the missing lunch time later in the day. 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, substitute(s) will be provided for the absent custodian(s).

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 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 workday.

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

1. Fifty-two (52) weeks per year at (40) hours per week for custodians.
2. Fifty-two (52) weeks at thirty-seven- and one-half hours (37.5) (1950 hours per year) for administrative assistants to principals and counseling unless specific approval has been authorized for forty (40) hours per week.

B. School Year Secretary/Administrative Assistant

Secretaries that are currently full-time school year employees, as long as they notify the Superintendent no later than August 1st of the year prior that they desire to be year-round employees, and the Superintendent agrees to this request may be allowed to move to calendar year and remain in effect until otherwise notified.

C. Probationary Employment

A trial period of ninety (90) days for office personnel and a one-year trial period for custodial personnel 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. Should the Board consider a contracted services, as outlined above, the parties agree to meet and work through implications on the unit,

XI. VACANCIES, TRANSFERS, AND PROMOTIONS

- A. All job postings for new positions or vacancies in existing positions shall be emailed to all staff members 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. Positions shall be filled with the most qualified applicant in the judgement of the employer. All other things being equal, preference shall be given to current employees when filling such positions.

The president of the Association will be notified in writing of vacancies or reductions/increases of hourly personnel or when a position is eliminated. 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. Voluntary transfers shall be accepted before any involuntary transfer is required.
1. However, an involuntary transfer will be implemented if an employee is being moved to relieve tension or in good faith effort to provide a fresh start to an employee who may not be getting along with their peers.
 2. In addition, an involuntary transfer could result for inadequate performance, if the Association has been consulted and that the involuntary transfer is the best option for the employee to improve performance, given the circumstances.
- D. When an employee is assigned, on a temporary basis, by either the facilities director, business administrator, or supervisor to a position with a higher wage scale for a period for more than one (1) day the employee will be compensated at the higher rate.

In the absence of a head custodian, and the inability of the custodial supervisor to cover, a custodian who is being asked to work in the role of the head custodian, shall be paid one-half of the pay differential for the period in that role until such time as the head custodian returns.

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).

Upon ratification of this agreement, no new hire shall be placed above Step 5 of the wage scale during the one (1) year probationary period, which has been established for custodial employees.

However, after the new hire has successfully completed their one (1) year probationary period, the district will credit the employee with all verifiable, related experience in the job classification they are hired for and will use the established credit to place that employee appropriately on the wage scale. In no case shall such an employee be placed higher than an existing employee with the same or greater job experience.

B. Advancement on Schedule

Employees 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.

C. 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. Employees cannot use personal time off to accrue over forty (40) hours. Personal leave shall not be used to count toward overtime.

D. Compensatory Time

Employees shall be given the opportunity to accrue compensatory time off in lieu of overtime pay at least one (1) time monthly. Any additional Compensatory time requests during the month must be mutually agreeable by the employee and his/her supervisor. Employees shall use accrued compensatory time on non-school days and over the summer period. Compensatory time may be accrued to a maximum level of 24 hours.

E. 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 Access Blue NE 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, 2022- June 30, 2026	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.

Association employees may also enroll in the AB SOS 20/40/1KDED plan.

For employees opting for the AB SOS 20/40/1KDED plan, the District will establish a Health Reimbursement Account (HRA) and deposit funds equal to one-half (1/2) of the standard deduction for each employee. The first one-half (1/2) of the deductible will be covered by the District for the employee only. The second one-half (1/2) of the deductible will be covered by the employee. Funds remaining in the HRA at the end of the policy year will be returned to the District.

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.

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. Sick Leave

Each employee shall be entitled to (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 (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 up to fifteen (15) days of sick leave taken annually for illness of a professional's child, spouse, parent, or any member of their household. 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

F. 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.

G. Sick Leave Bank

All Employees in this unit are eligible to participate in this sick bank, as long as they have donated to the sick bank and, if enough days have been donated and there are days available in the sick bank, and the sick bank committee has approved the use of the days. 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 H until the maximum number of days (150) is reached. Donated days will not be refunded to any employee.

All newly hired employees shall be required to donate to the sick bank if they wish to be eligible to participate in the sick bank, even if the bank is at maximum cap.

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 days from the sick bank, an eligible employee must present, in writing, to the employee sick bank committee evidence that they:

1. Have exhausted all accrued sick and vacation leave under Article XIV Section H;
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 90 days in increments up to 30, 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 that are not used during one school year will be carried forward to the next school year.

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. By October 1 of each year, ORESPA will inform the Superintendent how many days have been donated to the sick bank for the next year and who donated those days, and the number of days remaining in the sick bank that will be carried forward to the next year. All of the numbers will be verified by payroll.

The decisions of the sick bank committee shall be final and shall not be subject to the grievance procedure.

H. 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.

It is understood that any employee who has applied for Long Term Disability under this article, shall be transitioned to LTD on the 91st day of sick leave usage or upon approval of LTD, whichever comes first. Accumulated sick days may be used to offset disability payments allowing for long term disability plus accumulated sick time to equal an employee's total wage.

In no case will the District extend an employee's absence beyond two years. At the end of two years the position they previously occupied will be considered vacant. However, should an employee receive medical clearance to return to work prior to the expiration of the two (2) year period outlines above, the parties agree that the employee shall be fully reinstated to work.

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) workdays preceding a vacation scheduled for more than (5) five days.

Vacation time is an important component of mental health, so employees are expected to take vacation time in the year it is provided.

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	Indigenous Peoples Day	1
Juneteenth	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 vacation time not to exceed 30 days 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 \$500 per year beginning on July 1, 2019.

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, up to a maximum of five (5) snow days.

However, to be paid for any snow days beyond the five-day cap, employees will have the option to utilize accrued vacation time or make prior arrangements to bring work home for not reporting on the snow day.

R. Clothing and Uniforms

The District shall provide each custodian \$ 150 reimbursement toward any of the items listed below:

- a. One (1) pair of work (safety) shoes
- b. One (1) pair of work boots
- c. One (1) pair of rubber boots

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. SCOPE AND SEVERABILITY

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.

If this should occur, either party may request to convene to negotiate new language related to the invalidated article, section, or portion thereof. Upon a request being made, the parties will reconvene and work collaboratively to reach substitute language for the invalidated portions of the article at issue.

XVII. DURATION AND RENEWAL

The provisions of this agreement will be effective as of July 1, 2022 except as otherwise herein provided and will continue and remain in full force and effect until June 30, 2026 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

Ellen McBurne
President

3/18/22
Date

Wendy DiFruscio
Witness

OYSTER RIVER COOPERATIVE
SCHOOL BOARD

Nicole Williams
School Board Chair

16 March 2022
Date

Ausa P. Caswell
Witness

**APPENDIX A
WAGE SCHEDULE**

Effective July 1, 2022 a Cost of Living (COLA) adjustment of 5.0% shall be applied to the previous schedule. Effective July 1, 2023 a COLA adjustment of 4.0% shall be applied to the then schedule. Effective July 1, 2024 a COLA adjustment of 4.0% shall be applied to the then schedule. Effective July 1, 2025 a COLA adjustment of 4.0% shall be applied to the then schedule. The schedule below outlines the wage schedule for the duration of the contract:

Step	2022-23	2023-24	2024-25	2025-26
	5.0%	4.0%	4.0%	4.0%
1	\$17.44	\$18.14	\$18.86	\$19.62
2	\$17.66	\$18.37	\$19.10	\$19.87
3	\$18.22	\$18.95	\$19.70	\$20.49
4	\$18.76	\$19.51	\$20.29	\$21.11
5	\$19.31	\$20.08	\$20.89	\$21.72
6	\$19.85	\$20.64	\$21.46	\$22.32
7	\$20.36	\$21.17	\$22.02	\$22.90
8	\$20.92	\$21.75	\$22.62	\$23.53
9	\$21.64	\$22.51	\$23.41	\$24.34
10	\$22.19	\$23.07	\$24.00	\$24.96
11	\$22.70	\$23.61	\$24.55	\$25.54

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.