AGREEMENT BETWEEN THE

SOMERSWORTH ASSOCIATION OF

CLERICAL AND AIDES

AND

THE SOMERSWORTH SCHOOL BOARD

July 01, 2024-JUNE 30, 2027

ARTICLE I RECOGNITION

The Somersworth School Board hereby recognizes the Somersworth Association of Clerical and Aides, NEA-New Hampshire, as the exclusive representative for all full-time and part-time clerical workers and paraprofessionals employed by the Somersworth School District.

ARTICLE II NEGOTIATIONS

The parties agree to bargain in compliance with RSA 273-A.

ARTICLE III GRIEVANCES

A. DEFINITIONS

- 1. A grievance shall mean a complaint by an employee or by the Association concerning an alleged violation, misinterpretation or inequitable application of any provision of this agreement.
- 2. An "aggrieved person" or grievant is the person or persons of the Association making the complaint.
- 3. A "party of interest" is the person, persons or Association making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve a complaint.

B. INITIATION AND PROCESSING

- 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall automatically move the grievance to the next step.
 - Failure of the grievant to appeal to the next step within the time limitations shall constitute a settlement of the grievance according to the decision of the response from the preceding step.
- 2. An employee has the right to Association representation at meetings held to resolve grievances.
- 3. A grievance must be filed in twenty (20) workdays of its occurrence or within twenty (20) work days of the time the employee by reasonable diligence should have learned of its occurrence. Grievance shall be processed in the following manner.

Step I

Any 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. A decision shall be rendered the aggrieved in fifteen (15) working days. This decision shall be in writing.

Step II

An unfavorable decision by the immediate supervisor may be appealed in writing to the Superintendent of Schools within fifteen (15) working days. The Superintendent of Schools shall have fifteen (15) working days to render a decision.

Step III

If the grievance is not resolved to the grievant's satisfaction, she/he and the ASSOCIATION no later than fifteen (15) workdays after receipt of the Superintendent's decision may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the BOARD. The BOARD shall hold a hearing within fifteen (15) workdays. A decision in writing shall be rendered within ten (10) workdays of the hearing on the grievance.

Step IV

The Board and SACA agree that in the case of impending summer recess, every effort shall be made to resolve outstanding issues before the beginning of that recess.

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association, and the Association wishes a review by a third party, it shall so notify the Board in writing within fifteen (15) work days of receipt of the Board's decision and the grievance may be submitted to arbitration under the voluntary labor arbitration rules of the American Arbitration Association. The parties further agree to accept the Arbitrator's award as final and binding upon them. The cost of said arbitration will be borne equally by both parties regardless of the outcome.

Any step may be bypassed by mutual agreement.

In communication with any prospective employer, the administration shall avoid reference to the filing of grievance by any employee.

C. RIGHTS OF REPRESENTATION

When a grievance has been reduced to writing it shall be processed by the Association.

D. GROUP GRIEVANCES

A grievance that involves employees who are not restricted to one building, shall commence at the Superintendent's level.

ARTICLE IV ASSOCIATION RIGHTS

- A. The District agrees to allow the use of its copying equipment to members of the Association for Association business with prior notice. This work will be performed during a time when the machines are not in use, when the employee is off duty. The Board agrees to purchase material for the Association and the Association agrees to reimburse the Board for same. The Association will be liable for damages incurred in its use of equipment.
- B. The Executive Committee of the Association or its designee shall have the right to place notices, circulars and other materials in employees' mailboxes. Copies of all such materials shall be filed with the principal of each school or his/her designee prior to dissemination. Questionable material(s) removed by the administrators shall be returned to the disseminator.
- C. After the close of school on school days, the Association shall have the right to use designated areas in school buildings for official Association meetings of SACA members provided there is not interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal and/or Central Office in advance. There shall be no cost to the Association for such meetings so long as no overtime custodial cost to the School Board is involved.

D. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues. Said monies shall be collected and used in a manner as permitted by law.

ARTICLE V DISCIPLINARY PROCEDURES

- A. Employees are obliged to carry out their duties as required by State Law, School District Policies and the directives of administration. Deliberate failure to properly perform the duties and functions of a person's position in an efficient manner renders that person liable to disciplinary action. Included in all employees' duties is the requirement to render efficient service to the public in as pleasant a manner as circumstances permit.
- B. It is the policy of the school district to use progressive discipline whose goal is to correct and modify behavior rather than punish. Normally discipline will proceed through the following steps depending upon the nature and severity of the infraction:

Verbal warning Written warning Suspension without pay Dismissal

C. The following are causes for immediate dismissal.

Willful and gross neglect of duty
Insubordination or serious breach of discipline
Intoxication while on duty
Willful damage to public property
Knowingly use or attempt to use one's authority or office capacity to obtain special or preferential treatment for any person or firm

- D. No employee shall be disciplined without just cause.
- E. An employee's personnel record shall be cleared of written warnings and suspensions after a period of seven (7) years.

ARTICLE VI EMPLOYEE RIGHTS

- A. Current policies shall be available in the SAU Office for review by the Association President and all employees. When policies are revised or newly created, the District shall notify the Association President in writing or via email of the name of the policy and the date of revision or creation.
- B. There shall be no reprisal taken against any employees by reason of their membership in the Association or participation in its activities, nor shall reprisals be taken against employees as a result of processing of a grievance.
- C. All employees shall have the right to review their records during normal business hours upon twenty-four (24) hours' notice to the office of the Superintendent. The employee may have an Association representative present during such review. The District agrees to protect the confidentiality of personnel records and shall not establish any separate personnel file that is not available for the employee's inspection.
- D. Complaints regarding an employee shall be investigated before a complaint(s) can become part of an employee's personnel file. In the event that a complaint is included in an employees' file, she/he shall be given an opportunity to respond to the complaint(s) with a statement in the personnel file.

E. Dues Deduction - Upon presentation of a signed authorization card by the employee to the office of the Superintendent, the District agrees it is to deduct Association dues from the wages of each employee. Such dues shall be deducted in equal payments over the course of the school year. The total amount of dues collected will be transmitted to the Association Treasurer once a month along with a statement indicating who has paid the dues.

The Association will keep the District informed of the correct names and addresses of the Treasurer and Building Representatives of the Association.

If an employee has no check coming or if the check is not large enough to satisfy the dues, then no deduction will be made, and the dues payment will be deducted from the next paycheck. In no case will the District attempt to collect fines or assessments for the Association beyond the regular dues deduction.

F. When a reduction-in-force is necessary, lay-offs shall occur based on performance and length of service. For the purpose of this section lay-offs will occur in two (2) classifications. For the purpose of this section, performance shall be considered equal unless an employee has been disciplined within one year of the date of lay-off.

Classification I

Secretaries

Classification II

Paraprofessionals

An employee who is laid off under Article VI (F) shall be notified by letter of any job openings in the classification from which the employee was laid off for up to one (1) calendar year from the last day worked, or until a position is refused by the employee, whichever comes first. For that period of time, laid-off employees shall have first right of refusal for any job openings in the classification from which the employee was laid off.

G. Non-renewal/ - Employees who are not to be rehired in the District shall be notified in writing no later than June 1. Reasons for such action shall be made known to the employee.

If an administrator has a concern about an employee's performance, he/she will voice those concerns in writing to the employee prior to January 30th so that the employee will have ample time to remedy the problem before the Board takes any action concerning the non-renewal of that employee. Such notice shall also contain suggestions for improvement of the areas of concern voiced by the administration.

ARTICLE VII WORK DAYS/WEEK/YEAR

1. CATEGORIES

A. CATEGORY OF EMPLOYEES

<u>CATEGORY A</u> An employee who works 210 days per year shall be employed for at least 35 hours per week.

<u>CATEGORY B:</u> An employee who works 185 days per year shall be employed for at least 35 hours per week.

CATEGORY C: Employees shall be prorated based on Category C and a 35-hour workweek.

- 2. CATEGORY A and B employees may be assigned up to five (5) additional on-site days at the discretion of the principal with the approval of the Superintendent.
- 3. Any usage of additional on-site days will not change the classification of the employee.

B. LUNCH PERIOD AND BREAKS

Each employee shall have a paid lunch period of at least thirty (30) minutes and two (2) fifteen (15) minute breaks, one in the a.m. and one in the p.m.

Said breaks listed above must be coordinated to ensure proper coverage in school administrative offices during the school day.

C. SUBSTITUTE TEACHERS

When a paraeducator is asked to serve as a substitute for a teacher or specialist by an administrator for a minimum of 50 minutes, the employee will be paid twenty-five dollars (\$25) in additional to their hourly wages for that day for the first three hours of coverage. If coverage exceeds three hours, the employee will be paid fifty dollars (\$50) for that day.

D. SCHOOL DELAYS

When schools close for snow, ice, or other emergencies, employees will be excused or dismissed in accordance with the following procedures:

- 1. When schools are closed because of inclement weather or emergencies, employees shall not report to work.
- 2. When schools have delayed openings, employees are expected to report at the new opening time. Employees shall be paid for their normal workday.
- 3. When schools are dismissed early for inclement weather or any emergency and an announcement of such has been made by the Superintendent, employees are expected to remain for the full day or until dismissed by their Principal, in consultation with the Superintendent, and the employees shall be paid for their normal workday.

E. SCHOOL CALENDAR

1. The school calendar, one established by the School Board, shall be made available to the Association.

F. CONFERENCES AND MEETINGS

- Paraeducators shall be paid their individual hourly rate for any required conferences or meetings held outside their regular scheduled workday, that they are required by administration (or designee) to attend.
- 2. Paraeducators should be allowed to provide input to the appropriate special educator, case manager, school counselor or classroom teacher (hereinafter, the "student team") prior to an IEP, 504, behavior plan or PAT meetings for a student to whom the employee is assigned. Student Teams should notify appropriate paraeducators when a meeting regarding the student has been scheduled to provide the paraeducator with an opportunity to provide feedback.

G. DAY PRIOR TO THANKSGIVING WORKSHOP DAY

Category A employees shall be paid and excluded from the scheduled teacher workshop day, the day prior to Thanksgiving in lieu of (2) 3.5-hour parent teacher conferences per school calendar cycle.

Category B employees shall be paid and excluded from the scheduled teacher workshop day the day prior to Thanksgiving in lieu of (6) 1 hour staff meetings per school calendar cycle.

Any employee hired after Thanksgiving will be paid for staff meetings per their normal hourly rate.

ARTICLE VIII LEAVES

A. SICK LEAVE

Sick leave is for personal illness, illness in the immediate family, and medical appointments. Sick leave is not intended for days of vacation.

Employees shall be entitled to sick leave as follows:

CATEGORY A

0-2 Years	10
3-4 Years	12
5+ Years	13
Cumulative:	118

CATEGORY B

0-2 Years	8
3-4 Years	10
5+ Years	11
Cumulative	114

CATEGORY C

Employees shall be prorated based on Category C and a 35-hour work week.

The Superintendent may require proof of continued illness from a physician after three (3) consecutive days of sick leave.

Exceptions may be made on a case-by-case basis per the Superintendent. (For example: positive COVID test)

B. REIMBURSEMENT FOR UNUSED ACCUMULATED SICK DAYS

Upon leaving the District, an employee with 10 or more years of service shall be reimbursed for their unused sick days at \$75 per day.

Upon notification by January 15, payment will be made in July of the same calendar year.

A stay healthy incentive of \$250 will be paid to any employee who has perfect attendance during the school year at the completion of the school year contract. Excused absences for staff development, bereavement, jury duty, and association business will not be counted as absence for this incentive.

OR

A stay healthy incentive of \$25 per day will be paid for each unused sick day over the maximum accumulated days per category, paid at the completion of the school year contract.

C. SICK BANK

1. All employees covered by this Agreement may volunteer to participate in the sick bank. Employees who wish to participate in the sick bank must notify the Superintendent and the president of the Association no later than September 15 of the school year in which they wish to begin participating in the sick bank. Once an employee notifies the Superintendent and the president of the Association in writing that they wish to

participate in the sick bank, the employee shall be deemed to continue to participate in the sick bank each school year unless and until the employee notifies the Superintendent and the president of the Association in writing no later than September 15 that they are withdrawing from participation in the sick bank beginning that school year.

- 2. Employees who participate in the sick bank shall contribute at least two sick leave days per employee per year until the sick bank reaches at least 90 days. If at any time, the sick bank reaches the level of 44 days, the sick bank board will solicit voluntary donations of additional days.
- 3. Employees who participate in the sick bank for a school year may apply to the sick bank in writing for sick bank days during that school year. The sick bank is available only for the personal illness or disability of a participating employee. Participating employees are eligible to apply for days from the sick bank after an illness or disability of at least 15 calendar days, provided that the participating employee first has exhausted all of their accrued sick leave days. The application must include a statement requesting authorization to draw days from the sick bank and satisfactory medical evidence of the employee's illness and estimated duration of inability to work.
- 4. The maximum number of days that an employee may draw from a sick bank in any one school year shall equal 45 days.
- 5. The sick bank will be supervised by a sick bank board, which shall consist of the Superintendent, a member of the School Board, the president of the Association, and two representatives elected by the Association's membership. All decisions of the sick bank board will be final and binding.
- 6. The School District will maintain sick bank records and provide the sick bank board with an annual report by October 30 each year.
- Decisions of the sick bank board are not subject to the grievance process.

D. BEREAVEMENT LEAVE

- 1. Employees shall be entitled to be reavement leave up to five (5) days without loss of pay for the death in the immediate family.
 - a. The term "immediate family" shall include Domestic Partner, spouse, children of employees, children of the spouse, and siblings of either the employee or the employee's spouse. The Superintendent may expand the definition of this term to meet unique situations.
 - b. Employees shall be entitled to be reavement leave of one (1) day without loss of pay for the death of a person significant to the paraeducator/administrative assistant staff.
 - c. Upon the paraeducator/administrative assistant staff's request, the Superintendent may extend bereavement leave.
 - d. Employees will write their relation to the individual who passed on the leave request form submitted to the building administrator.

E. CIVIL LEAVE

Employees on jury duty or summoned as a witness in a local, state or federal court shall be compensated equal to the differences between court reimbursement and their per diem rate without loss of benefits or salary status.

E. PERSONAL/EMERGENCY LEAVE

CATEGORY A

Years 0-4

Employees shall be entitled to 3 days per year

Years 5+

Employees shall be entitled to 4 days per year

CATEGORY B

Years 0-4

Employees shall be entitled to 2 days per year

Years 5+

Employees shall be entitled to 3 days per year

Said days will be taken only for purposes which could not be reasonably accomplished on other than a school day. Examples of personal/emergency leave include, but are not limited to, conducting business of legal and/or financial concern that could not be reasonably accomplished on other than a school day. Permission of the principal shall be required as much in advance as is reasonably possible. Said permission shall not be arbitrarily withheld nor shall employees be required to confide information of such a nature as to cause undue personal embarrassment. For serious injury, illness, or death in the immediate family, notification only will be made as soon as possible. Personal/emergency leave may not be taken before, or after a holiday or on an in-service day, except at the discretion of the Superintendent.

ARTICLE IX HOLIDAYS/VACATIONS

A. HOLIDAYS

Category A:

Employees shall receive the following holidays provided they

are within their contracted work schedule.

Independence Day, Labor Day, Indigenous People's Day (when given as a school holiday), Veterans' Day, Thanksgiving Day (2), Christmas Day (2), New Year's Day (2), Martin Luther King Jr. Day, Memorial Day, Juneteenth.

Category B

Employees shall receive the following holidays provided they

are within their contracted work schedule:

Labor Day, Indigenous People's Day (when given as a school holiday), Veterans' Day, Thanksgiving Day (2), Christmas Day (2), New Year's Day (2), Martin Luther King Jr. Day, Memorial Day, Juneteenth (if the school year extends past the recognized Juneteenth holiday).

Category C

Employees shall receive holidays on a prorated basis based on

Category C and a 35-hour workweek.

B. VACATION

Employees shall receive paid vacation according to the following schedule:

CATEGORY A

1 – 4 years	11 days
5 – 9 years	13 days
10 - 14 years	16 days
15 – 19 years	19 days
20 or more years	21 days

CATEGORY B

1 - 4 years	11 days
5-9 years	13 days
10 or more years	16 days

CATEGORY C

Pro-rated based on Category C and 35 hour work week

No vacation days will be taken during days of student attendance by employees in Categories B and C.

Category A employees may carry over a maximum of ten (10) vacation days. Category A employees who cannot schedule and/or use these vacation days, at the request of the District, during the year in which they are entitled to receive them shall be paid for the days not taken at their current rate of pay.

ARTICLE X VACANCIES

A. POSTING

A vacancy shall be defined as a newly created position or a present position that is not filled. All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) work days.

B. APPLICATION

Interested employees may apply to the Superintendent within the ten day posting period. The Board shall post vacancy notices in the SAU building during the summer and mail a copy to the Association president. All vacancies will be filled by the best qualified applicant.

- 1. A ninety (90) working-day probationary period will be in effect for all new employees. Probationary employees receive benefits under the contract; however, the probationary employee will only be entitled to paid leave as outlined below during their (90) working-day probationary period. The probationary employee will not be entitled to any professional development funds unless required to attend a workshop/conference by the Superintendent.
- 2. Employees are entitled to any paid holidays that fall within their 90-working day probationary period.
- 3. Employees are entitled to any paid vacation days that fall within their 90-working day probationary period.
- 4. Employees may accumulate sick leave from the date of hire. Probationary employees shall be permitted to utilize up to three (3) days of sick leave during the probationary period.

ARTICLE XI BENEFITS

A. MEDICAL

1. The District shall offer to employees School Care Yellow Plan with the Choice Fund (see Appendix). The District shall pay toward the plan that the employee selects a dollar amount equal to the following percentages of the premium:

2024-25	88% Single, 80.5% 2 Person and Family
2025-26	87.5% Single, 80.25% 2 Person and Family
2026-27	87% Single, 80% 2 Person and Family

For any employees hired after July 1, 2024, the District shall pay toward the plan that the employee selects a dollar amount equal to the following percentages of the premium:

2024-25	88% Single, 80% 2 Person and Family
2025-26	87% Single, 80% 2 Person and Family
2026-27	87% Single, 80% 2 Person and Family

- 2. Employees working less than 50%, based on a 35-hour week, will not be provided medical coverage.
- 3. The District will reimburse each employee who does not take health insurance \$1750 each school year.
- 4. Retirees will be allowed to purchase medical insurance from the District Group Plan at their own expense. Employees are responsible to pay the District prior to the payment due date.
- 5. When an employee is employed for a full work year, the 12 months of health and dental insurance benefits for whose premiums the School District shall contribute to the cost in accordance with the collective bargaining agreement will run from September to August each year. For example, if an employee works the full 2024-2025 school year (approximately September 2024 to June 2025), the School District shall contribute to the health and dental insurance premiums in accordance with the collective bargaining agreement from September 2024 to August 2025.

B. <u>DENTAL</u>

The Board will provide to employees individual or 2-person coverage equivalent to Delta Dental Plan C. The district shall allow employees to choose Healthtrust Option 3B; Employees who choose this option shall pay the difference between this plan and Delta Dental Plan C.

If an employee chooses family coverage, he/she will pay the difference between the family and 2-person cost.

C. LIFE INSURANCE

The district will pay the premium for a term life insurance policy that includes accidental death and dismemberment. The face value for each employee will equal two (2) times the annual wages of the employee or \$20,000, whichever is greater for Category A, B, and C employees. Category D employees will be prorated on Category C.

D. DISABILITY INSURANCE

The district will purchase income protection insurance for each employee in Category A, B, C. Such protection to begin the 91st day of disability in an amount equal to 66-2/3% of the monthly salary of the employee at the date of disability. Said insurance shall run for the duration set forth in the insurance policy in effect on January 1, 2017, and shall be coordinated with Social Security benefits.

ARTICLE XII SAVINGS CLAUSE

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

If any provision is found to be contrary to law, the parties shall meet within ninety (90) work days of such legal determination, for the purpose of adjusting only the article(s) affected so that it will be in accordance with the law.

ARTICLE XIII LIABILITY

The Board will provide \$1,000,000 liability insurance coverage for each employee. A copy of the policy will be made available for viewing in each building.

ARTICLE XIV COMPENSATION

A. Wage schedule: 2024-2027

1. Pay Scales for Secretaries, and Paraprofessionals:

July 2024-June 2025

Step	Secretary	Paraprofessional
1	21.14	16.25
2	22.20	17.10
3	23.31	17.90
4	24.46	18.82
5	26.80	20.77

July 2025-June 2026

Step	Secretary	Paraprofessional
1	22.19	17.06
2	23.31	17.96
3	24.47	18.80
4	25.69	19.76
5	28.14	21.81

July 2026-June 2027

Step	Secretary	Paraprofessional
1	23.30	17.92
2	24.47	18.85
3	25.70	19.73
4	26.97	20.75
5	29.55	22.90

B. STEP SCHEDULE GUIDELINES

1. New employees shall be placed at the proper step of the wage schedule according to the following guidelines: Paraprofessionals shall receive full previous experience credit for years worked as a paraprofessional or comparable educational professional. Secretaries shall receive full previous experience credit for years worked as a secretary or comparable clerical experience. Other work experience shall be considered on a case-by-case basis and shall be determined by the Superintendent or his/her designee.

C. WAGE DIFFERENTIALS

- Some paraeducators will be assigned to students who present more physically challenging needs, such as but not limited to, requirements of lifting, toileting, and/or has severe behaviors; these assignments will be determined by the Director of Student Services or Special Education Coordinator(s) or Superintendent or his/her designee. If assigned, the paraeducator will receive a stipend of \$500 per year to be paid half in December and half in June. If the student moves or the paraeducator is no longer working with the student, stipends will be prorated based on length of time working with the student.
- 2. Any member of the bargaining unit will receive an additional \$0.50 per hour increase upon the completion and presentation of the official certification for Registered Behavior Technician. If the certification expires the employee will no longer receive the differential.

D. LONGEVITY

1. Employees who have completed the number of years cumulative service to the district in the table below shall receive a lump-sum non-cumulative stipend in the last payment in June.

<u>Years</u>	Stipend Amount
5-9	\$250
10-14	\$500
15-19	\$750
20+	\$1000

If there is a separation of service for 12 months or less and the employee returns to employment with the district, sick time, longevity, and seniority will be restored as it existed at the time of separation.

ARTICLE XV STAFF DEVELOPMENT

The Board recognizes the importance of continued staff training and retraining as part of a viable professional growth program. To assist the staff in advancing their skills and knowledge, the Board will budget a sum not to exceed \$10,000 for staff development purposes. Expenditures of these funds will be approved using the process outlined in the approved SAU 56 Staff Development Master Plan. Such expenditures shall not exceed five hundred dollars (\$500) for any single employee. If by May 1st there are still funds available, employees that have accessed funds may request additional funds for staff development.

ARTICLE XVI - MISCELLANEOUS

- Notwithstanding any other provision in this Agreement, the School Board has sole authority and A. discretion to contract with individuals, companies or agencies to provide services that otherwise would be provided by persons employed in this bargaining unit if a position in this bargaining unit cannot reasonably be filled at the applicable wage with a qualified applicant.
- В. Notwithstanding any other provision in this Agreement, the administration has sole authority and discretion to re-assign employees between buildings, grade levels, classrooms, and students.

ARTICLE XVII DURATION

The provisions of this Agreement will be in effect as of July 1, 2024, and continue in full force and effect through June 30, 2027

The parties have caused the Agreement to be signed by their respective representative on the day and year written below.

SOMERSWORTH SCHOOL DISTRICT

By: <u>laggin lalsa</u>

Date: <u>2/27/24</u>

SOMERSWORTH ASSOCIATION OF CLERICAL AND AIDES