

AGREEMENT

between

THE STRATHAM PARAPROFESSIONAL ASSOCIATION

and

THE STRATHAM SCHOOL BOARD

2016 - 2019

## PREAMBLE

The Stratham School Board (hereinafter "the School Board") and the Stratham Paraprofessional Association (hereinafter "the Association") hereby enter into the following Agreement.

## ARTICLE 1 – RECOGNITION

1.1 The School Board recognizes the Association as the exclusive bargaining representative of those Stratham School District employees holding positions (para educator and special para educator) for which the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Association as the exclusive bargaining representative.

1.2 As used in this Agreement, "employee" means a person holding a position in this bargaining unit.

## ARTICLE 2 – NEGOTIATION PROCEDURES

2.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.

2.2 The Association will notify the School Board of its intent to negotiate no later than September 1 of the year before the expiration of this Agreement.

2.3 Should mediation be needed, the fees and expenses of a mediator will be shared by the Board and Association equally.

## ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The School Board, subject only to the 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 express terms of this Agreement; (e) to relieve employees from duties because of lack of work or for other reasons referenced in this document; (f) to determine the methods, means and personnel by which operations are to be conducted; (g) to contract, in unusual circumstances, 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 (h) to take actions as may be necessary to carry out the mission of the District in emergencies.

3.2 The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.

3.3 As to every matter not covered by this Agreement, or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

#### ARTICLE 4 – ASSOCIATION RIGHTS

4.1 The Association and its representatives may post notice of Association activities and matters of Association concern in the teachers' room. No Association notice shall be posted on or around the School District's property except on such bulletin board, and no notice shall be posted until it has been signed by the appropriate Association representative.

4.2 The Association may be granted the use of employee mailboxes for communications.

4.3 The Association President or designee shall be given an opportunity to speak to the Stratham Paraprofessionals immediately following the scheduled orientation activities as coordinated with the Principal or designee.

4.4 If the NEA-NH Assembly of Delegates is limited to one (1) day in any given year, the Association shall be entitled to have two (2) members released without loss of pay to attend such meeting.

4.5 The Association may, in accordance with Board policy, be granted the privilege of using specific items of school office equipment at times when such equipment is not otherwise in use, providing all paper and supplies to be used are supplied by the Association and further providing the Association accepts the financial responsibility for any damage or maintenance charge which is incurred by such use.

4.6 When public information is available and is requested by the Association from the School District Office, this information shall be provided within a reasonable time.

#### ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 A grievance is defined as a claim by an employee in this bargaining unit that he/she has been harmed by violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for

which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) 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; (5) a complaint concerning evaluation of an employee's performance; (6) any matter listed in Article 3; and (7) any matter which this Agreement states shall not be subject to the grievance process.

5.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within thirty (30) work days of its occurrence. A workday is defined as Monday through Friday except for district recognized holidays and school vacations (December, February, and April).

A. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.

B. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

5.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her building principal.

5.4 Formal Procedure:

A. Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the principal. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The principal shall forward a copy of the grievance to the Association. The principal may communicate his/her decision to the employee in writing within five (5) work days of receipt of the written grievance.

B. Step 2: If the grievance is not resolved to the employee's satisfaction at Step 1, the grievance may be appealed to the superintendent within five (5) work days after receipt of the principal's decision or, if none, no later than five (5) work days after the deadline for the principal's written decision. The appeal to the superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The superintendent may communicate his/her decision in writing to the employee within twenty (20) work days after receipt of the appeal to the superintendent.

C. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Association within five (5) work days of receipt of the superintendent's decision or, if none, within five (5) work days after the deadline for the superintendent's written decision. The grievant may request and shall be granted a review by the School Board. Such request must be made within five (5) work days after receipt of the Superintendent's decision and shall be submitted in writing through the Superintendent. The Board shall review the alleged grievance and shall hold a hearing within thirty (30) work days. A decision in writing shall be rendered within ten (10) work days citing the reasons therefore, and forward copies of the decision to the grievant, to the administration involved at the previous steps of the grievance procedure and to the Association.

D. Step 4: Arbitration: If the decision of the Board does not resolve the grievance to the satisfaction of the grievant or if no decision is rendered within ten (10) work days of the hearing, and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, the Association shall in writing so advise the Board through the Superintendent within ten (10) work days of receipt of the Board's decision.

5.5 The following procedure shall be used to secure the services of an arbitrator.

A. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) work days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Association and the Superintendent rosters of persons qualified to function as an arbitrator.

B. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He/she shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

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

5.6 The arbitrator's decision shall be final and binding on the parties. The arbitrator shall issue his/her decision for settlement of the grievance to the District and the Association within thirty (30) calendar days after close of the arbitrator's hearing.

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

5.8 An Association representative may be present with the grievant at all formal steps of the grievance process if requested by the grievant.

## ARTICLE 6 – DISCIPLINARY PROCEDURES

6.1 Discipline shall normally be progressive and shall normally follow this order, but discipline may be taken out of order depending upon the severity of the infraction: Oral warning, written warning, suspension with pay, suspension without pay, and discharge. 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. When the employee has a representative of the Association present, the supervisor may have another administrator present.

6.2 Non-renewal, ending employment with 10 days notice pursuant to Section 7.1, expiration of an assignment and reduction-in-force shall not constitute discipline and shall not be subject to the grievance procedure.

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

## ARTICLE 7 – PROBATIONARY PERIOD AND CONTINUATION OF BENEFITS

### 7.1 Probationary Period:

7.1.1 All newly hired employees are subject to a minimum probationary period of twenty-five (25) school days. The probationary period begins with the employee's first wage earning day on the job. Prior to the last week of the probationary period a designated supervisor will evaluate the employee's performance and make one of the following recommendations to the Superintendent of Schools or his/her designee:

1. That the employee be moved to a non-probationary status.
2. That the employee continue to work for up to an additional twenty-five (25) school days probationary period followed by an updated evaluation.
3. That the employee's service be discontinued.

7.1.2 During the probationary period, the employee does not receive any benefits under this agreement. When an employee is approved for non-probationary status, designated insurance benefits become available on the first day of the next month following status upgrade. This is contingent upon all paper work being submitted in accordance with deadlines established by the District's insurance carriers. Paid leave days, paid holidays and bereavement time are available immediately upon upgrade to non-probationary status.

7.2 Continuation of Benefits: Benefits provided by the School District stop when the employment relationship terminates, or when an employee is no longer active on the payroll. In the case of insurance benefits, expiration occurs at the first of the month following the termination or unpaid status. COBRA laws provide for a continuation of certain benefits, at the employee's expense, for various periods of time.

7.3 Carrying Forward Benefits: When moving from a position in this bargaining unit to another position not in the bargaining unit in the School District (e.g., teacher or administrator), accrued benefits will not be carried forward.

#### ARTICLE 8 – LETTER OF AGREEMENT

8.1 The School District shall provide by June 1 of each year, for continuing employees only, a letter of agreement to reemploy, including the expected position, expected rate of pay, expected regularly scheduled hours per day and expected regularly scheduled days per year. Such letter of agreement will specify that the employment is at-will, and that the employee or the School District may end the employment at any time with or without reasons by providing ten (10) work days written notice to the other. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.

8.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by June 15. 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 by June 15, should a change in the expected terms of employment be contemplated by the District, the employee shall be consulted prior to any change being made.

#### ARTICLE 9 – WORK DAYS AND WORK HOURS

9.1 Each employee's expected regularly scheduled work days and work hours will be set forth in that employee's letter of agreement. Category A Employees will work in an established position that calls for at least 182 days of service but less than 200 work days, at 15 hours or more per week. Category B Employees will work in an established position that calls for at least 182 work days but less than 200 work days, at less than 15 hours per week.

9.2 The School District may require an employee to work more hours and more days than are set forth in that employee's letter of agreement. When the School District requires an employee to work extra hours and/or days, the employee shall be paid at the straight-time rate of pay for hours actually worked up to 40 in a week, and shall be paid at the rate of time and one-half for hours actually worked in excess of 40 in a week.

9.3 Employees who work 5 or more consecutive hours shall receive an unpaid lunch period of thirty (30) minutes. The lunch period shall be duty free and uninterrupted, except in emergencies. In such emergencies when an employee works through a lunch period, the lunch period will be paid. (RSA 275:30-A)

9.4 When an unplanned delayed opening of school or an unplanned early release from school occurs (e.g., due to weather conditions), employees shall be paid for the hours lost as a result of the unplanned delayed opening or unplanned early release.

9.5 During regularly scheduled early release days, professional development will be offered for employees.

ARTICLE 10 – COMPENSATION

10.1 Paychecks are issued on a bi-weekly basis. Paychecks will be issued on the same day of the week throughout the school year, except that the School District may issue paychecks early (e.g., if payday falls on a holiday).

10.2 Wages: See attachment A.

10.2.1 Employees who currently, in school year 2015-2016, earn an hourly wage higher than Step 10 will be paid their current hourly wage plus 1% for school year 2016-2017, an additional 1% for year 2017-2018 and an additional 1% for year 2018-2019.

10.3 Certified paraprofessionals will receive an additional \$.40 per hour.

10.4 Longevity: To recognize employees who have completed ten (10) or more years of consecutive service, a longevity payment will be made based on the following schedule:

Years 10 - 15	Years 16 - 20	Beyond 20 years
2 % of their prior year's earnings	3 % of their prior year's earnings	4% of their prior year's earnings

10.5 Longevity payments will be made on the first pay period in December. To be eligible to receive this payment, an employee must have completed ten consecutive years of service prior to distribution in December. (Probationary time will be counted for longevity purposes.)

10.6 Employees who complete at least ½ year of service to the Stratham School District shall be credited with a full year of service for seniority and longevity purposes.

10.7 When paraprofessionals serve on school wide committees for which a stipend is being paid, they will be paid the stipend.

10.8 A newly hired employee may be placed on the salary schedule up to Step 3 by the Superintendent or the Superintendent designee.

ARTICLE 11 – INSURANCE

11.1 The District shall offer the following health insurance to employees who work at least 30 hours per week: 70% of a single HMO-15 health insurance plan.



11.2 Employees may access 2-person and/or family plans with the district contributing a sum equal to the percentage of the single health insurance plan.

11.3 Life Insurance: For each employee who works at least 30 hours per week and at least 170 days per year, the District shall pay 100% of the premium for a \$25,000.00 term life insurance policy.

11.4 The District shall offer an Internal Revenue Code Section 125 Plan covering medical premium, childcare, and health savings contributions.

11.5 Employees who were covered by health insurance through the Stratham School District on January 22, 2014, will remain eligible for health insurance if they are working at least 25 hours per week and their health coverage is uninterrupted.

## ARTICLE 12 – LEAVES

### 12.1 Paid Days Off:

Category A Employees shall be awarded 10 paid days off per year, accruable to 25 days. (Days are intended to cover an individual illness, family illness, or personal/emergency needs.) Three (3) non-accruable bereavement days for the death of an immediate family member (s) are also available. Immediate family is hereby defined as spouse, children, stepchildren, parents, stepparents, parents-in-law, grandparents, siblings, stepsiblings, son-in-law, and daughter-in-law. Bereavement leave may be extended to include other individuals or beyond the three days prescribed at the discretion of Superintendent of Schools. Unused days are not compensable.

Category B Employees are entitled to the paid holidays listed below and three (3) non-accruable bereavement days for the death of an immediate family member (s). Unused days are not compensable. No other paid days off are applicable.

### 12.2 Holidays:

12.2.1 Employees shall receive the following paid holidays: New Year's, Civil Rights Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, and Christmas. The day before school begins is a paid mandatory day.

12.2.2 Holidays which fall on a weekend will be celebrated on the following Monday unless otherwise stated by the Superintendent of Schools. A holiday which may not conform to the school calendar (i.e., Labor Day, Columbus Day) may be celebrated on the Monday of February and April vacation weeks respectively, unless otherwise stated by the Superintendent of Schools. Additional holidays may be observed as authorized by the Superintendent of Schools.

12.3 Jury Duty Leave: An employee called to serve as a juror will be paid the difference between the fee he/she receives for such service and the employee's regular pay, computed at the

straight time rate, up to a maximum of ten (10) work days. Satisfactory evidence of the time served and the fees paid to the employee for jury duty must be submitted to the employee's immediate supervisor. On any day that an employee is released from jury duty prior to the end of that employee's regular School District work day, the employee shall report to the School District for work.

12.4 Unpaid Leave of Absence: Unpaid leave may be granted by the Superintendent or his/her designee. The Superintendent's or designee's decision shall not be subject to the provisions of the grievance procedure.

### ARTICLE 13 – EVALUATIONS

13.1 A designated supervisor will evaluate an employee a minimum of once per year. The evaluation will be shared with the employee, and then will become part of the employee's personnel file. Changes to the evaluation process shall, upon adoption by the School Board, be sent to the Association president.

### ARTICLE 14 – DUES AND DEDUCTIONS

14.1 Upon individual written authorization by an employee who is a member of the Association, the District agrees to deduct from the pay of such employee 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.

14.2 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 District in any such dispute.

### ARTICLE 15 – REDUCTION IN FORCE

15.1 The District shall have the authority to determine the number and qualifications of employees.

15.2 In the event the District determines that it is necessary to conduct a layoff, it shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary layoffs.

15.3 If a reduction in force is necessary within a job classification, the administration shall choose employees for layoff within that job classification based upon assessment of the employee's ability, qualifications, experience and performance. If all these are equal in the

judgment of the superintendent or his/her designee, the employee(s) with the least seniority shall be laid off first from that job classification.

#### ARTICLE 16 - PROFESSIONAL DEVELOPMENT

16.1 Employees may request up to 15 paid hours and registration fees up to \$750 for a conference or workshop at the discretion of the administration. Certain courses may be eligible for the \$750 at the discretion of the Asst. Superintendent. Mileage and meals can be reimbursed out of the \$750 if an employee so chooses. Reimbursement shall be provided upon proof of payment and presentation of a certificate showing attendance and satisfactory completion.

16.2 The Association or any paraprofessional may submit proposals for professional development training for scheduled in-service days or parent-teacher conference days to the school administrator for consideration.

16.3 Paraprofessionals can attend two in-service days and will be paid for the time attending.

#### ARTICLE 17 - RETIREMENT

17.1 Upon retirement, employees who are scheduled to work an average of 25 hours per week for the school year shall receive a payment of \$75 for each full year of service to the School District. Employees who are scheduled to work an average of 30 hours per week or more shall receive a payment of \$150 for each year of service to the School District. This payment will be contingent upon meeting the following conditions:

- a. The employee must be at least fifty-five (55) years of age at the time of retirement.
- b. The employee must have worked for the School District at least ten (10) consecutive years prior to retiring.
- c. The employee must provide written notice of his/her intent to retire at least sixty (60) days prior to their last day of work.

#### ARTICLE 18 - MISCELLANEOUS

18.1 Personnel File: An employee shall have the right to review the contents of his/her personnel file and to make copies of any documents contained therein, within a reasonable time after the employee's request to do so. The Superintendent or his/her designee shall be present during the inspection of the file.

18.2 Mileage Reimbursement: Employees using their own vehicles at the School District's request shall be reimbursed for their mileage at the Internal Revenue Service rate.

18.3 The District shall provide to the Association President a list of all new hires eligible to be in the bargaining unit and their placement on the hourly rate schedule by September 30.

18.4 A list of para educator vacancies will be posted at Stratham Elementary School as vacancies occur.

18.5 The District shall provide to each employee covered by this Agreement, and to each newly hired employee, a copy of the employee's job description. The requirement to do lifting and toileting shall be a part of the job description when appropriate.

18.6 When the decision to make an involuntary transfer of grade, student, subject area, job description, or other assignment has been made by the Superintendent or his/her designee, the employee affected will be notified in writing as soon as possible. Upon request, an employee designated for involuntary transfer shall be entitled to a meeting with the Superintendent or his/her designee to discuss the reason(s) for the involuntary transfer. A transfer decision is not grievable.

#### ARTICLE 19 – SEPARABILITY

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

#### ARTICLE 20 – DURATION

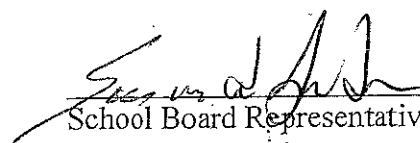
20.1 This Agreement shall be in full force and effect from July 1, 2016 through June 30, 2019.

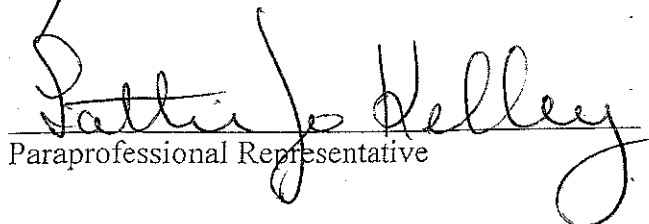
In witness whereof, the parties have caused this Agreement to be signed by their duly authorized representatives this 8th day of March, 2016.

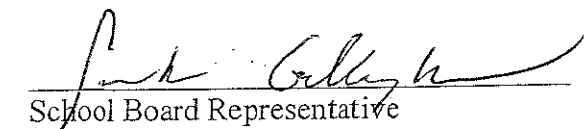
Stratham Paraprofessional Association

Stratham School Board

  
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Paraprofessional Representative

  
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School Board Representative

  
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Paraprofessional Representative

  
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School Board Representative

Appendix A

Salary Schedule 2016-2019											
Year 1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
	YOS 0	YOS 1	YOS 2	YOS 3	YOS 4	YOS 5	YOS 6	YOS 7	YOS 8	YOS 9	YOS 10+
	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45	\$19.09	\$19.76	\$19.76
Year 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
	YOS 0	YOS 1	YOS 2	YOS 3	YOS 4	YOS 5	YOS 6	YOS 7	YOS 8	YOS 9	YOS 10+
	15.14	\$15.60	\$16.07	\$16.55	\$17.04	\$17.56	\$18.08	\$18.63	\$19.28	\$19.95	\$19.95
Year 3	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
	YOS 0	YOS 1	YOS 2	YOS 3	YOS 4	YOS 5	YOS 6	YOS 7	YOS 8	YOS 9	YOS 10+
	\$15.29	\$15.75	\$16.22	\$16.71	\$17.21	\$17.72	\$18.26	\$18.80	\$19.46	\$20.14	\$20.14