

**AGREEMENT BETWEEN THE**

**RAYMOND SCHOOL DISTRICT**

**AND**

**THE RAYMOND EDUCATIONAL SUPPORT STAFF,**  
**AFT-NH Local #4823, AFL-CIO**

**July 1, 2019- June 30, 2022**

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**RAYMOND SCHOOL DISTRICT  
RAYMOND EDUCATIONAL SUPPORT STAFF  
2019-2022 CONTRACT**

**ARTICLE I            RECOGNITION CLAUSE**

- A. The School Board (also referred to as the "District") hereby recognizes the Raymond Educational Support Staff (R.E.S.S.), AFT-NH Local #4823, AFL-CIO (hereinafter referred to as the "Union") as the exclusive representatives of the bargaining unit described below for the purpose of Collective Bargaining with respect to wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the Board, or confided exclusively in the Board by statute or regulations adopted pursuant to statute.
  
- B. The District recognizes the Union as exclusive bargaining agent for all its permanent full and part-time employees in the classifications listed below:
  - 1. Secretaries/Receptionist
  - 2. Financial Assistant
  - 3. Para-educator
  - 4. Custodians, Head Custodian, Night Lead Custodian
  - 5. Cafeteria Worker/Cafeteria Manager
  - 6. Licensed Nursing Assistant and Licensed Practical Nurse
  
- C. This agreement does not apply to newly hired personnel until they have completed a probationary period as set forth herein, or to temporary employees.
  
- D. All members of the bargaining unit will be provided all the wages and benefits provided under this Agreement and shall retain all rights guaranteed to them under the provisions of N.H. RSA 273-A.

**ARTICLE II            JURISDICTION AND AUTHORITY OF SCHOOL BOARD**

- A. The Board, subject only to the language of the Agreement reserves itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District. This agreement shall not be construed so as to limit or impair the respective statutory powers, discretion and authorities of the School Board and Superintendent.
  
- B. In the event the District determines its desire to explore sub-contracting of food services, the District shall notify its intent to seek requests for proposals (RFP's) and solicit input from the Union. However, effective July 1, 2010, notwithstanding any other provision in this Agreement, the School Board has sole jurisdiction, authority, and discretion to contract with a private vendor to provide food services that otherwise would be performed by persons employed in this bargaining unit, and to layoff the employees who previously performed those food services. If the School Board lays off food service employees when it contracts with a private vendor, laid off food service employees who work through the date of layoff, will receive one time severance payments equal to \$100 for each year of completed service to the School District.

### **ARTICLE III            DEFINITIONS**

- A. Employee - The term Employee as used in this Agreement means any member of the bargaining unit who has successfully completed the probationary period.
- B. Full Year, Full-time employee - means an employee who works at least 30 hours a week, 52 weeks a year.
- C. Full Year, Part-time employee - means an employee who works 52 weeks a year but less than 30 hours a week.
- D. School Year, Full-time employee - means an employee who works at least 30 hours a week, 181 work days per year.
- E. School Year, Part-time employee means an employee who works 181 days per year, but less than 30 hours per week.
- F. The term active employment as used in this Agreement shall mean actual time physically present on the job exclusive of any authorized leave granted pursuant to this Agreement including absences for which the employee is receiving workers' compensation benefits.
- G. Special education para-educators, preschool through grade 12, and library para-educators will work 182 work days per year including 1 professional development in-service days.
- H. Para-educators who work in the principal's office or other instructional para-educators and licensed nursing assistants and licensed practical nurses will work 182 work days per year including one day to assist with duties associated with the opening of the school year.

### **ARTICLE IV            GRIEVANCE PROCEDURE**

- A. Definition: A grievance shall mean a claim by an employee as defined in the recognition clause that there has been a violation or misapplication of one or more provisions of this Agreement.
- B. A grievance to be considered under this procedure must be initiated in writing by the employee within ten (10) working days of its occurrence, or from the time the employee should have known of its occurrence.
- C. Procedure:
  - Step 1: Any employee who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) working days.
  - Step 2: If the employee is not satisfied with the decision, he/she may appeal the decision to the Superintendent within five (5) working days after receipt of the decision of the immediate supervisor. The appeal shall be in writing on the attached grievance form (Appendix A) and must specify:
    - a. The provision of the agreement alleged to have been violated or misapplied.

- b. The nature of the alleged violation or misapplication.
- c. The injury and the loss which is claimed; and
- d. The remedies sought.

The Superintendent shall investigate the matter and communicate the decision in writing to the grievant within fifteen (15) working days from the receipt of the written grievance.

Step 3: If the employee is not satisfied with the decision he/she shall notify the Union, who may appeal the grievance to the School Board in writing within five (5) working days after the receipt of the Superintendent's decision. The Board or a committee thereof shall review the grievance and, at its option, may hold a hearing with those involved in the grievance prior to making its decision. The School Board shall render its decision in writing within thirty (30) days after the receipt of the appeal.

D. Arbitration:

1. At the sole option of the Union, arbitration may be utilized in an attempt to settle a grievance.
2. Notification that arbitration will take place must be made in writing by the Union to the Superintendent within ten (10) working days of the receipt of the decision from the previous step.
3. The Union shall file a demand for arbitration with the American Arbitration Association within five (5) working days of the notification required in paragraph 2.
4. The cost for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne equally by the Board and the Union. Any other expenses shall be paid by the party incurring same.
5. The Arbitrator shall limit himself/herself to the issues submitted, and shall consider nothing else. He/she shall have no power to add to, delete from, or modify in any way the provisions of the Agreement. The Arbitrator may award a "make whole recommendation," but may apply no penalty payments.
6. The decision of the Arbitrator shall be binding upon the parties.

E. Failure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

F. Special Rule for Termination:

The entry level for grievances involving the termination of an employee shall be Step 3 and must include all the written specifications required at Step 2.

**ARTICLE V SENIORITY**

There shall be two types of seniority: District Seniority and Classification Seniority. Seniority shall continue unimpaired during the employment with the District. An employee's District seniority shall commence with his/her date of hire in the District, and an employee's classification seniority shall commence with his/her assignment to a classification. Ties in seniority shall be broken by lot.

**ARTICLE VI REDUCTION IN FORCE/RECALL**

- A. For the purposes of this article the Board shall classify all members of the bargaining unit according to their present assignment as follows:
  - 1. Secretaries/Receptionist
  - 2. Financial Assistant
  - 3. Para-educator
  - 4. Custodians, Head Custodian, Night Lead Custodian
  - 5. Cafeteria Worker/Cafeteria Manager (Subject to Article IIB)
  - 6. Licensed Nursing Assistant, Licensed Practical Nurse

Should the District reduce the number of employees in any classification the order of lay-off shall be on the basis of qualifications, ability and performance of duty as determined by the Superintendent. In the event that two or more employees are judged more or less equal with respect to qualifications, ability and performance of duty, the employee having the least seniority in the classification affected shall be laid off first. In the event that the decision to layoff is made upon the basis of seniority, the Superintendent's judgment as to the relative qualifications, ability and performance of duty of the employees in the affected classification shall not be subject to the provisions of the grievance procedure.

- B. Employees shall be recalled for the same positions or for positions for which they are qualified in the order that they were laid off. The following conditions apply:
  - 1. All recall rights shall terminate fourteen (14) months after the date of the last day worked.
  - 2. An employee who refuses a recall forfeits all rights of recall.
  - 3. Recall rights only apply to personnel not actively employed by the District.

**ARTICLE VII UNION RIGHTS**

- A. The Board agrees that the Union shall have the right to use the Raymond School District facilities as defined by the School Board policy, "Facilities Use" code KF, and shall be listed as a "Government Body" within the meaning of that policy.

The Board agrees that the Union shall be provided with the following rights:

- 1. The Union will have the right to use school buildings at reasonable times, without cost, for meetings. Requests for the use of buildings will be made to the principal in advance and required forms completed, if applicable

2. The Union will upon request be given an opportunity to present brief reports and announcements at employee meetings.

3. The Union shall have the right to place Union-related materials in the mailboxes of bargaining unit employees, to utilize the District's e-mail system to disseminate information, and shall be provided with reasonable space on bulletin boards for the purpose of posting Union related notices and other materials. When requested, the Union meeting announcements shall be included in the daily announcements read over the public address system.

4. The Union may, with the permission from the Building Principal, use school equipment normally used by employees for Union activities. However, expendable material will be at the expense of the Union.

B. Each year the R.E.S.S. shall be allowed two (2) school days for each of, up to two (2) delegates to AFT Para-educator seminars. The R.E.S.S. delegates shall suffer no loss of pay for said days, as they shall be considered release days. The Superintendent shall be notified no less than one week prior to the commencement of such release days.

C. The School District shall notify the Union President the first school day of every month, the names and positions of all new hires and terminations.

D. The Board agrees to deduct Union dues in equal payments when properly notified by the Union by means of a signed authorization form for each unit employee so desiring such deduction. The Union will notify the SAU of the amount of annual dues each year. Such deduction authorization will be continued each year and thereafter unless notification is received in writing by the Union between June 1<sup>st</sup> and June 15<sup>th</sup> of each year. The District also agrees to forward any and all such funds to the Treasurer of the Union on a monthly basis along with a record of such deductions. The Union shall hold the Board and School District harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of or be by reason of, actions taken against the Board as a result of the negotiation of or administration of the provisions of the article.

E. Employees may only be permitted to withdraw from union membership between June 1<sup>st</sup> and June 15<sup>th</sup> of each year

## **ARTICLE VIII      GENERAL CONDITIONS**

A. Printing of Agreement - Copies of this Agreement between the Raymond School Board and the Raymond Educational Support Staff, AFT, AFL-CIO, shall be printed by the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or who are offered a contract. Further, the Board shall furnish ten (10) copies of the Agreement to the Union for its use.

B. The Union agrees to provide the Public Employee Labor Relations Board with a copy of this agreement within fourteen (14) days after its execution.

## **ARTICLE IX            DISCIPLINARY PROCEDURES**

- A. All disciplinary actions shall be applied in fair manner and shall be commensurate with the infraction for which disciplinary action is taken.
- B. Disciplinary action shall normally follow this order; provided however, disciplinary action may be taken out of order depending upon the severity of the infraction:
  - a. An oral warning
  - b. A written warning
  - c. Suspension without pay
  - d. Discharge
- C. All suspensions and discharges must be stated, in writing, with the reason stated, and a copy given to the employee within two school business days.
- D. At the written request of the employee to the Superintendent, the personnel record of an employee will be cleared of a written reprimand after a period of two years from the date of the reprimand, providing no infractions of similar or greater severity have been committed during the intervening period.
- E. At the written request of the employee to the Superintendent, the personnel record of an employee will be cleared of suspension notices after a period of three years from the date of suspension, providing no infractions of a similar or greater severity have been committed during the intervening period.

## **ARTICLE X            SALARY DEDUCTION**

- A. Employees shall be provided information at the time of their employment on all mandatory and optional deductions from their paychecks.
  - 1. Mandatory deductions include: Federal Withholding Tax (income tax), F.I.C.A. (social security), and deductions required under the N.H. Retirement System.
  - 2. Optional deductions include: Income Protection Insurance, Tax Sheltered Annuities, The Service Federal Credit Union and employee's Union dues. The Union agrees to hold the School Board harmless relative to the collection and disbursement of dues.
- B. All salary deductions other than those regulated by the Federal or State Government will be deducted or terminated only upon written approval of the employee.
- C. The School Board reserves the right to determine the means and methods for application, change and termination procedures in accordance with the law and which provides adequate records and minimizes the work load of the business office.
- D. The School Board will provide timely notification to employees on changes in procedure.



## **ARTICLE XI TERMS AND CONDITIONS OF EMPLOYMENT**

### **A. Terms**

#### **1. Work Day**

The work day for all para-educators shall be defined by the Board as 6.5 hours per day. School full-time/part-time employees will attend orientation day before the start of the school year.

#### **2. Overtime**

For purposes of overtime computation the work week shall commence at midnight Sunday.

Overtime will be paid at 1 and 1/2 times an employee's regular hourly rate after the employee has worked forty hours during a week. All overtime must be approved by the Superintendent of Schools or designee before the hours are worked. The only exception to this will be for overtime necessitated by unforeseen circumstances in which case overtime must be approved by an employee's supervisor. Holidays, approved paid absences, and approved rest periods will no longer be counted as time worked for purposes of computing overtime.

Time off for lunch or supper is not counted as time worked (except in the case of Food Service workers).

#### **3. Weather and Other Emergency School Closing Days**

Employees will be notified as soon as it is determined that the school day has been cancelled. Such notification shall be via an automated communication system, the local radio station or television.

#### **4. Call Back Pay**

Employees who are called back to work after their normal shift or on weekends will be paid for a minimum of three hours work. More than one call back during a consecutive 3 hour period shall be considered a single call back for pay purposes.

#### **5. Breaks**

For those employees who work an eight (8) hour day, a ten (10) minute rest period will normally be scheduled half-way through the first four hours of work, and again half-way through the last four hours of work to provide time for rest and relaxation. A half hour unpaid lunch period will be provided approximately half way through the eight (8) hour day. Also a five (5) minute period is allowed before quitting time at the end of the day for personal wash-up. The rest and wash-up periods will be paid at an employee's regular hourly rate of pay. Those employees who work a minimum of a five-hour day will be provided a ten minute rest period in addition to the half hour period provided for eligible employees.

#### **6. Termination - Notice of Termination**

When action to terminate an employee is initiated by the School District, the employee will

be notified at least two weeks in advance, unless circumstances make such notice impractical, or call for immediate discharge or dismissal. When the termination is initiated by the employee (i.e., resignation), the employee will give the School District notice at least two weeks in advance.

7. No employee shall be required to cover a RAP session.

## B. Conditions

1. There shall be only one official comprehensive file in which permanent copies of evaluations regarding an employee shall be retained. Upon reasonable notice, an employee shall have access to any of his/her file with the right to make a copy of any material contained therein at the employee's expense. No derogatory material reflecting upon an employee's performance shall be placed in the file without having been shown first to the employee, who shall sign the same, acknowledging only that he/she has had an opportunity to review the written commentary. In the event an employee should refuse to sign the acknowledgement, the material may be placed in the employee's file with a notation thereon of such refusal. The employee will be given the opportunity to affix a letter or rebuttal to any such material inserted in any file. No anonymous complaint that has not been determined to be founded shall be placed in an employee's personnel file.

### 2. Vacancies and New Positions

a. Opportunities for transfer or promotion because of vacancies in a position which the Board wishes to fill shall be posted for ten (10) calendar days. A copy of all postings shall be provided to the R.E.S.S. president at the same time that they are posted.

b. All such notices shall be posted in a designated area in the work place. The notices will include the duties, range of compensation and the qualifications for the position.

c. The Board reserves and shall have the right to make promotions and transfers of employees on the basis of qualifications, ability, and performance of duty as judged by the Superintendent, but shall be governed by District seniority where two or more applicants are determined to be more or less equally qualified. In the event that the decision is made on the basis of seniority, the judgment of the Superintendent as to the relative qualifications of the candidates may not be grieved.

d. Vacancies shall be filled with qualified applicants from within the unit unless there are more qualified applicants from outside the unit who have applied for the position.

### 3. Probation and Transfer Rights

a. The initial probationary period for new hires shall be the first of the month following thirty (30) calendar days of employment. Employees who are transferred or promoted during their initial probationary period must complete the initial probationary period prior to beginning another probationary period; however, any benefits will begin after the initial probationary period.

b. In the event a present member of the bargaining unit is transferred or promoted to a position within the bargaining unit, the District, at its sole discretion may within the probationary period, transfer the employee back to the employee's former position or to another position which has the same classification and pay rate as the position from which the employee was first transferred to promoted.

Where practicable and if requested by the employee within the probationary period, a promoted employee shall be returned to the employee's former position or a position with the same classification and pay rate as the former position, and if such a position is posted as vacant, or occupied by a probationary employee.

#### 4. Working Out of Classification

- a. An employee may be temporarily assigned to the work of any District position of any pay grade. At the conclusion of such temporary assignment, such employee shall be restored to his/her original position.
- b. When an employee is temporarily assigned to work in the same or lower pay grade the employee shall receive his/her regular rate of pay.
- c. When an employee is temporarily assigned to work in a higher pay grade, he/she shall receive the pay rate of the higher grade if so assigned for more than one consecutive day.
- d. Para-educators assigned to cover for an absent teacher shall be paid at the substitute teacher's rate for the time assigned.

#### 5. Performance Reviews

Each permanent employee will have a minimum of one written evaluation done on his/her job performance each year by the principal or his/her designee.

Performance reviews will include but not limited to an evaluation of the employee's aptitude, initiative, ability to learn, attitude, workmanship, attendance and conduct.

#### 6. All current employees shall have a job title and a detailed matching job description.

## **ARTICLE XII PAID LEAVES**

### **A. Sick Leaves**

Sick leaves shall be granted on the basis of twelve (12) working days per year accumulative to 120 days for full year full-time employees and ten (10) working days per year accumulative to 120 days for school year and year round employees who work at least 30 hours per week. Effective July 1, 2019, employees working less than 30 hours per week either during the school year or year round shall be entitled to four (4) sick days per year accumulative to fifteen (15) days. Employees hired prior to December 31, 2003 shall be grandfathered and allowed to retain all sick leave accrued through June 30, 2004 and continue to accrue sick leave based on hours worked in addition to those amounts. Employees shall take any applicable leaves concurrently with unpaid leaves such as child rearing or FMLA leave. The employee's supervisor may require the employee to provide a doctor's note after the employee has been absent for three (3) or more consecutive days.

### **B. Confidential Personal Leave**

Up to three (3) days non-accumulative leave of absence for full year/full time employees and

up to two (2) for school year and year round employees working at least 30 hours per week for personal or legal business, family matters or for the observance of religious holidays may be granted per year. Leave of absence for personal or legal business or family matters is to be used for sound, pressing and unavoidable reasons only and its proper use will be subject to verification at the request of the Superintendent. Application forms must be obtained, completed and returned to the employee's supervisor for administrative approval or rejection. Application will not be approved if the activities involved can be completed on non-school time. Application usually will not be approved if the personal leave results in extending a school vacation or a holiday. Personal leave may be approved after the fact in crisis situations, provided the applications are submitted immediately upon return to school.

C. Bereavement Leave

1. Employees shall be granted paid bereavement leave up to five (5) days per incident to attend funeral services and related affairs upon the death of a member of the employee's immediate family. Immediate family shall include: spouse, domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, son-in-law and daughter-in-law.

D. Sick Bank

1. The current practice shall be continued in effect.

E. Professional Leave

An employee's request for up to three (3) days per year paid professional leave during scheduled work time may be granted upon application and approval, in advance by the Superintendent or designee. The member shall receive one extra professional day, making the total of four (4). Full year-full-time/part-time employee will be at the discretion of the superintendent. School full-time/part-time employee will attend orientation day before the start of the school year. The following conditions will apply:

1. Professional leave will be used to attend, visit or participate in professional, educational, or training programs including those presented by the union for professional development.
2. Requests will be submitted to the Superintendent through the principal ten (10) calendar days in advance of the date in question.
3. Applications must be submitted through the District's online absence and professional development approval system for administrative approval or rejection.
4. The decision of the Superintendent may not be grieved under the grievance procedure.

F.

1. The School District shall reimburse bargaining unit member up to \$200.00 for the cost of workshops/seminars subject to the recommendation of the principal/supervisor and written approval of Superintendent/designee, ten school days prior to the workshop/seminar. The school will expend up to \$7,000.00 each year of the agreement for workshop/seminar reimbursement. The money will be allocated in the following manner: July 1 – Dec. 31, \$3,500.00 and Jan. 1 – June 30, \$3,500.00. Encumbered funds not processed forty-five days after the date of the approved workshop/seminar will not be paid and will be released for use by other bargaining unit members. All requests will be processed in the order in which the SAU 33 office receives them. Individual bargaining unit members may not

encumber more than 2 workshops/seminars in a given contract year.

2. The School District shall reimburse bargaining unit member up to \$400.00 for the cost of one course directly related to their assignment, subject to the recommendation of the principals/supervisor and written approval of Superintendent/designee, ten school days prior to the course registration. This course reimbursement is in lieu of workshop requests as in ARTICLE XII, section F-1.
3. Any money remaining in period 1 shall be carried over to period 2. Any money remaining at the end of the spring period shall be used to reimburse bargaining unit members who were denied reimbursement due to a lack of funds in a previous period. All requests will be processed in the order in which they are received by the SAU office. Any funds remaining at the end of the year will be equally divided among bargaining unit members who have applied for and successfully completed a second course. All requests must be submitted to the SAU no later than June 1<sup>st</sup>.
4. In no event shall the total amount expended by the District under this Article XII, Section F, exceed \$7,000.00 per year.

G.

A bargaining unit employee with at least 5 years of service with the Raymond School District may be granted a short-term unpaid leave of absence of up to four (4) months for the sole purpose of completing a student teaching assignment in preparation for a teaching degree. While on leave, the employee shall suffer no loss in pay, years of service, or seniority. The employee shall be given preference in any job openings in the bargaining unit. During the leave, the employee shall be solely responsible for the complete cost of health insurance premiums.

The decision of the Superintendent whether or not to grant the leave may not be grieved under the grievance procedure.

### **ARTICLE XIII GENERAL LEAVE**

#### **A. Child Rearing Leave**

A child rearing leave of absence for up to six (6) months will be granted to employees under the following circumstances and conditions.

1. The leave shall be without pay to the employee and without cost to the District;
2. The leave must be for the purpose of caring for a new born child of the employee, or a new born child adopted by the employee;
3. It is the employee's option to utilize accrued leave during the child rearing leave such as sick, annual or personal leave;
4. The employee will notify his/her supervisor three (3) months prior to the commencement of the leave, except in extenuating circumstances in the case of adoption.

#### **B. Other Leave**

An employee with five (5) or more years of experience shall have the right to petition the Board

to take up to a year's leave of absence without pay or other benefits with the guarantee of an equivalent job upon return from such leave. The Board, at its discretion, will grant or deny such leave and the decision of the Board will not be subject to the provisions of the grievance procedure.

- C. All support staff employees, full or part-time, with a minimum of one continuous contracted year of employment, shall have the right to petition the Superintendent to take up to 2 weeks of unpaid leave of absence within a contract year with the guarantee of their job upon return from such leave. All support staff employees, full or part-time, with a minimum of five continuous contracted year of employment, shall have the right to petition the Superintendent to take up to twelve (12) weeks of unpaid leave of absence within a contract year with the guarantee of their job upon return from such leave. Such leave may be taken only for: (1) reasons that the employee could take FMLA leave if it were available or (2) other reasons that are approved at the sole discretion of the Superintendent. Also, such leave may be taken only if no FMLA leave and no other leave under this Agreement is available to the employee. Such leave may be taken on an intermittent basis in one-day increments.

Request for such leave of absence shall include the reason for the leave along with notification of the beginning and ending dates of such leave. Written notification shall be provided to the Superintendent two weeks prior to such requested leave. Such notification shall include a note from the doctor if the leave of absence is for one day or more and the reason for the leave of absence is medical.

It is understood that for the period of the unpaid leave the District is not required to provide District contribution health insurance per the contract except as otherwise required by law.

#### D. Insurance

An employee who is on non-paid sick leave, child rearing leave or other unpaid leave of absence may continue their enrollment in the group insurance plans when they make written arrangements with the Superintendent prior to the start of the leave. The total cost of such insurance premiums must be paid by the employee. Worker's Compensation shall not be considered an unpaid leave.

- E. All support staff employees, full or part-time, will be provided up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons in compliance with Family and Medical Leave Act of 1993 and all subsequent amendments. It is at the employer's option to allow utilization of accrued leave such as sick, annual or personal in lieu of unpaid time.

## **ARTICLE XIV      VACATION**

- A. Only Full time/Full year employees will be eligible for vacation.
- B. To establish a July 1<sup>st</sup> anniversary date for full-time year-round employees.

For purposes of vacation, the first July 1 after hire is considered the start date for each full-

time year-round employee. However, an employee who is hired mid-year may earn a pro-rated two (2) weeks of vacation before the first July 1 after being hired, and may use that pro-rated vacation during the year that begins on the first July 1 after being hired. \*1

Calculation will be as follows:

The number of vacation days divided by 12 months equal the time accrued per month. Calculate the number of months worked from actual start date to June 30<sup>th</sup> of the current school year. Multiply the time accrued per month by the months worked to equal the number of accrued vacation days earned. These calculated accrued vacation days can be used during the next school year. July 1<sup>st</sup> now becomes the employee's new anniversary date and also starts year 1.

- C. Vacations earned annually to be taken the following year, as follows:
  - a. years 1 through 4      2 weeks
  - b. years 5 through 10      3 weeks
  - c. years 11 or more      4 weeks

Except for the ONE week period prior to the opening of the school year and the first two weeks and last two weeks of the school year as defined by the school district calendar, five or more days of vacation, not to exceed two weeks, may be taken once per school calendar year for all full time/full year employees. A Personal Leave Form must be filled out no less than 10 days prior to time of requested vacation time.

## **ARTICLE XV      HOLIDAYS**

- A. Full year full-time employees will be eligible for twelve (12) paid holidays per year, as follows:

|                            |                  |
|----------------------------|------------------|
| Independence Day           | Christmas Day    |
| Labor Day                  | New Year's Day   |
| Columbus Day               | Civil Rights Day |
| Veterans Day               | Memorial Day     |
| Thanksgiving Day           | President's Day  |
| Day after Thanksgiving Day | Floating Holiday |

- B. The floating holiday may be taken only on a day that school is not in session for students, and only with one week advance notice to the administration. The other holidays will be observed on days chosen by the School District.
- C. All employees who work 25 hours, or more, per week will be eligible for four (4) paid holidays per year: Labor Day, Thanksgiving, Christmas and Civil Rights Day.

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\*1 Example: If a full-time year round employee was hired on January 1, 2010, that employee will earn 5 vacation days in 2009-10 (January 1, 2010 to June 30, 2010) to be taken in 2010-11 (July 1, 2010 to June 30, 2011). That employee will earn two weeks of vacation each of years 1-4 (2010-11 through 2013-14) to be taken in each of years 2-5 (2011-2012 through 2014-15). That employee will earn three weeks of vacation each of years 5-10 (2014-15 through 2019-20) to be taken in each of years 6-11 (2015-16 through 2020-21). That employee will earn four weeks of vacation each of years 11+ (2020-21+) to be taken in each of years 12+ (2021-22+).

- D. All employees working less than 25 hours per week will be eligible for two (2) paid holidays per year, Thanksgiving and Christmas Day.

## **ARTICLE XVI      INSURANCE**

### **A. Health Insurance**

1. The District shall provide and pay the premiums for the School Care Consumer Driven Health Plan (Yellow with Choice Fund) for each employee working thirty (30) or more hours per week who request coverage in writing as follows:

For employees hired before July 1, 2019:

Effective July 1, 2019, the School District will pay 96% of the single, two-person or family plan.

Effective July 1, 2020, the School District will pay 95% of the single, two-person or family plan.

Effective July 1, 2021, the School District will pay 94% of the single, two-person or family plan.

For employees hired on or after July 1, 2019:

Effective July 1, 2019, the School District will pay 90% of the single, two-person or family plan.

Effective July 1, 2020, the School District will pay 88% of the single, two-person or family plan.

2. All other employees working less than thirty (30) hours per week shall have the option to secure health insurance at their own expense. This option must be exercised in writing.
3. All employees hired for 30 hours per week or more who do not take the health insurance offered by the District and who present proof that they are covered by alternate health insurance that is not subsidized (e.g., under the Patient Protection and Affordable Care Act) will receive a payment at the end of the school year. The payment will equal \$650 minus mandatory assessments and minus any penalty incurred by the School District because the employee is covered by subsidized insurance (e.g., under the Patient Protection and Affordable Care Act). If a new employee is employed during the school year, the payment will be pro-rated on the number of days worked.
4. The District shall establish a Medical Flexible Spending Account (FSA) (section 125 plan) for members. Members may contribute into their FSA up to a maximum permitted by law until the excise tax under the Affordable Care Act takes effect; after the excise tax takes effect, member's contributions will be limited to the amount that will not trigger the excise tax.



B. Dental Insurance

1. Full Time/Full year employees. The District shall provide the following insurance and shall pay the premiums indicated for each full time/full year employee who request coverage in writing as follows:

The School Care Dental Plan (Option 6A Flex)

Single          2 Person          Family

100%          75%          75%

All other employees have the option to secure the dental insurance plan at their own expense. This option must be exercised in writing.

C. Life Insurance

1. The District shall provide the full premium for a ten thousand dollar (\$10,000) term life insurance policy for all employees who work 30 hours or more per week, subject to underwriting limitations and guidelines.

**ARTICLE XVII      SALARY**

A.

Current Employees

Employees shall receive annual increases each year of the contract in the following amounts:

|         |           |                                 |
|---------|-----------|---------------------------------|
| 2019-20 | \$.60/hr. | Increase from 2018-19 wage rate |
| 2020-21 | \$.60/hr. | Increase from 2019-20 wage rate |
| 2021-22 | \$.50/hr. | Increase from 2020-21 wage rate |

New hires shall be hired within the following pay ranges based on pay grade.

| GRADE | MINIMUM | MAXIMUM |
|-------|---------|---------|
| 1     | \$10.75 | \$15.00 |
| 2     | \$11.75 | \$16.00 |
| 3     | \$12.75 | \$17.00 |
| 4     | \$13.25 | \$18.50 |
| 5     | \$13.75 | \$19.00 |

Pay range will be commensurate with experience.

Pay Grades are defined as follows:

Pay Grade 1: Cafeteria Worker

Pay Grade 2: Nurse's Aide, Para-educator (I)

Pay Grade 3: Custodian, Para-educator II, Licensed Nursing Assistant,

Pay Grade 4: Cafeteria Manager, Head Custodian, Night Lead Custodian, Licensed Practical Nurse

Pay Grade 5: Secretary, Receptionist, Accounts Payable, Payroll, Financial Assistant

## B. Stipends

Any employee who has completed a degree or holds current certification related to the employee's classification shall receive one of the following stipends at the end of the school year. The employee will receive the highest stipend related to the employee's classification for which the employee qualifies. This will be prorated based on days employed. Employees will submit documentation by May 1<sup>st</sup> to the SAU. Once submitted and approved, resubmission need only occur upon recertification.

|  |       |
|--|-------|
| Certification as Para-educator I or SNA I              | \$450 |
| Certification as SNA II                                | \$500 |
| Associates Degree or Certification as Para-educator II | \$550 |
| Bachelor's Degree                                      | \$750 |

## C. Longevity

Employees who have had the continuous years of service as an employee in the Raymond School District shall receive the following longevity benefits annually to be paid in a separate check on or before June 15<sup>th</sup> of each year.

### Effective July 1, 2019

|                             |          |  |
|-----------------------------|----------|--|
| 11-15 years of service      | \$500.00 | (Clarification: After completing 10 years of service.) |
| 16 or more years of service | \$750.00 | (Clarification: After completing 15 years of service.) |
| 20 or more years of service | \$1,000  | (Clarification: After completing 20 years of service.) |

### Effective July 1, 2021

|                             |          |  |
|-----------------------------|----------|--|
| 11-15 years of service      | \$600.00 | (Clarification: After completing 10 years of service.) |
| 16 or more years of service | \$850.00 | (Clarification: After completing 15 years of service.) |
| 20 or more years of service | \$1,000  | (Clarification: After completing 20 years of service.) |

D. The employees shall receive bi-weekly payroll checks.

E. Upon separation of employment from the Raymond School District, employees with fifteen (15) or more years of service shall be paid thirty dollars (\$30.00) multiplied by the number of accrued sick days at the time of separation (not to exceed 120 days), provided the employee either: 1. Submits their notice of intent to separate at least 90 calendar days prior to the date of separation, or 2. Is separated from the District due to a reduction-in-force.

**ARTICLE XVIII NO STRIKE**

The Union acknowledges that strikes and other forms of job action by public employees are unlawful and promises not to engage in the same.

**ARTICLE XIX SAVINGS CLAUSE**

If any article of the Agreement or any application of this Agreement to any employee 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.

**ARTICLE XX DURATION CLAUSE**

- A. This agreement shall be effective July 1, 2019 and shall continue in full force and effect until June 30, 2022.
- B. Either party may request negotiations over a successor agreement provided they notify the other party of their intent no later than July 15, 2021.

**SIGNATURE PAGE**

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers and representatives, or either, this 3<sup>rd</sup> day of April 2019.

Raymond School Board

Raymond Educational Support Staff

By:

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By:

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By:

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APPENDIX A  
R.E.S.S. GRIEVANCE FORM

Local #: \_\_\_\_\_ Step #: \_\_\_\_\_ Submitted To: \_\_\_\_\_

Name of aggrieved employee(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Job Title(s): \_\_\_\_\_ Assignment: \_\_\_\_\_

Work Location \_\_\_\_\_ Work Phone: \_\_\_\_\_

Check here if this is a class action grievance

Nature of grievance (describe incident of problem): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract article(s) violated: \_\_\_\_\_  
\_\_\_\_\_

And any and all appropriate article of the collective bargaining agreement.

Remedy asked: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And all other benefits to which the grievant is entitled.

Date: \_\_\_\_\_

\_\_\_\_\_  
Union Representative Signature

**ORIGINAL GOES TO ADMINISTRATION/MGT., COPY TO GRIEVANT AND  
PRESIDENT/UNION RETAINS COPY**