

**Master Agreement  
Between the  
Raymond School District  
and the  
Raymond Education Association  
2018-2021**

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## **Article I**

## **Recognition Clause**

- A. The Raymond School Board recognizes the Raymond Education Association as the exclusive bargaining representatives for all permanent certified bargaining unit members employed by the Raymond School System for the purpose of negotiating with the Board with respect to collective negotiations pursuant to RSA 273-A:I through XI.
- B. The term "bargaining unit member" shall mean a professional employee for the Raymond School District whose position requires certification by the State Board of Education as a professional engaged in classroom teaching, including: Art teachers, Speech Therapists/Speech Pathologists, Reading Specialists, Guidance Counselors, Media Specialists, Physical Education teachers, Special Education teachers, Resource teachers, Health teachers and Music teachers. This term "bargaining unit member" shall exclude all others employed by the Board, including: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Teacher Consultants, Business Administrators, other persons employed by the State Board, Curriculum Supervisors who teach three (3) periods or less, or any other administrative or supervisory employees.
- C.
  - 1. The term "bargaining unit member" shall include a certified person who replaces an individual member for a period of more than thirty (30) consecutive school days in the same teaching position within a 50 school day period. An individual, who is defined as a bargaining unit member by the foregoing definition, will be paid a pro-rated Bachelor's first step salary regardless of experience and education.
  - 2. A long term substitute teacher contracted for the end of one school year and again hired for the first part of the following school year shall be exempt from the thirty (30) day period mentioned above.
- D. The term "bargaining unit member" shall include certified/licensed Speech Therapists/Speech Pathologists, Occupational Therapists, and Physical Therapists who work more than 92½ school days per year as employees of the School District.

## **Article II**

## **Jurisdiction and Authority of School Board**

- A. The Board, subject only to the language of the Agreement, reserves to 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.
- B. The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretion or authorities which, by law, are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretion or authorities.

## **Article III**

## **Negotiation Procedure**

The Association and the Board agree to enter into collective negotiations in accordance with RSA 273 New Hampshire Law.

- A. Should either party desire to modify the Agreement, the following procedure will apply.
  - 1. On or before September 1, the parties agree to enter into negotiations in a good faith effort to reach agreement on a successor Agreement.
  - 2. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been approved by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement. If such funds

are not approved by the voters of the District, the Board and the Association shall resume negotiations on salaries and economic benefits affected thereby.

## **Article IV**

## **Grievance Procedure**

### **A. Definitions:**

1. A grievance shall mean a claim by a bargaining unit member as defined in the recognition clause that there has been a violation or misapplication of one or more provisions of this Agreement.
2. A day shall be defined as any day that school is in session and all calendar days during the summer except Saturday, Sunday and holidays.

### **B. A grievance to be considered under this procedure must be initiated in writing by the employee within twenty (20) days of its occurrence, or from the time the bargaining unit member should have known of its occurrence. The following matters are excluded from the Grievance Procedure.**

1. Any matter for which a specific method of review is prescribed and expressly set forth by law, or by any rule or regulation of the State Commissioner of Education.
2. A complaint of a bargaining unit member which is caused by his/her not being re-employed.
3. A complaint by any employee caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not possible or required.
4. Any matter, which, according to law, is beyond the scope of the Board's authority of limited to the unilateral action by the Board alone.

### **C. Procedure:**

Step 1: Any bargaining unit member 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 seven (7) days.

Step 2: If the bargaining unit member is not satisfied with the decision, he/she may appeal the decision to the principal within seven (7) days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- a. The nature of the grievance;
- b. The injury and the loss which is claimed; and
- c. The remedies sought.

The principal shall investigate the matter and communicate the decision in writing to the grievant within seven (7) days from the receipt of the written grievance.

Step 3: If the bargaining unit member is not satisfied with the decision he/she may appeal the grievance to the Superintendent in writing within seven (7) days after the receipt of the principal's decision. The Superintendent shall investigate the grievance and render a decision in writing within ten (10) days after the receipt of the appeal to his/her level from the principal, the immediate supervisor and the employee.

Step 4: If the bargaining unit member is not satisfied with the decision rendered at the previous step, the bargaining unit member may appeal the grievance to the School Board. Such an appeal must be made within seven (7) days after the receipt of the decision from the previous step. The Board or a committee thereof shall review the grievance and, at its option, may request that a hearing be held with those involved in the grievance prior to making its decision. The School Board shall render its decision in writing within twenty (20) days after the receipt of the appeal from the Superintendent, principal, immediate supervisor and the employee.

D. Arbitration:

1. At the sole option of the Association, arbitration may be utilized in an attempt to settle a grievance.
2. Arbitration may only occur on or after Step 4.
3. Notification that arbitration will take place must be made in writing by the Association to the Superintendent within seven (7) days after the receipt of the decision from the previous step.
4. The Association shall file a demand for arbitration with the American Arbitration Association within seven (7) days of the notification required in Section D3.
5. The costs 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 Association. Any other expenses shall be paid by the party incurring same.
6. The Arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The Arbitrator may award a "make whole recommendation", but may apply no penalty payments.
7. The decision of the Arbitrator shall be binding upon the parties. However, either party shall have a right to appeal under the provisions of New Hampshire RSA Chapter 542 as amended. It is hereby specifically agreed by the Board and the Association that this contract and grievance procedure clause are subject to the provisions of New Hampshire RSA Chapter 542 as amended.

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. Supplemental Information:

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communications between the administration and said prospective employer, unless said documents fall within RSA 91-A, "The Right to Know Law".
2. An aggrieved person shall be present at all stages of the grievance procedure. The aggrieved person may represent himself/herself or may choose to be represented by a member of the Association. The Association shall, at the time of the submission of the grievance to the principal or any higher level, be notified by the principal, in writing, that the grievance is in process. The Association shall have the right to be present and state its position in writing at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered.

Grievance may be filed by the Association at Step 3 of this procedure.

## **Article V**

## **Reduction in Force/Recall**

- A. 1. If it is necessary to decrease the number of bargaining unit members within the District for any reason, the School Board will terminate or transfer bargaining unit members on the basis of certification and seniority.
  2. Subject to the foregoing limitations, the basis for the decision to terminate a bargaining unit member shall be solely the competency of the bargaining unit member, as assessed by the superintendent, or his/her designee.
  3. The decision on the competence of the individual bargaining unit member(s) to be terminated is not grievable.
- B. Bargaining unit members shall be recalled for the same positions or for positions for which they are certified and qualified in the inverse order to that which they were terminated. Such reinstatement shall not result in a loss of service for the previous years, but will not reflect service for those years or parts thereof while a bargaining unit member was not working for the District.

The following conditions apply:

1. Bargaining unit members shall be allowed out of district employment during the period he/she is laid off under this section.
2. Bargaining unit members shall be reinstated in the inverse order of their being terminated, provided that they are certified and immediately qualified and competent for the position available.
3. Bargaining unit members with recall rights shall notify the Superintendent each year prior to March 1 that they wish to retain these rights and inform the Superintendent of the address to be used for notification.
4. All recall rights shall terminate three (3) calendar years after the date of the last day worked.
5. A bargaining unit member who refused a recall terminates all rights of recall for employment.
6. Recall rights only apply to personnel not actively employed by the District.
7. Bargaining unit members who meet the above conditions shall be recalled before new bargaining unit members are hired.

## **Article VI**

## **Association Rights**

- A. The Board agrees that the Association shall have the right to use the Raymond School District facilities as defined by School Board policy, "Facilities Use" code KF, and shall be listed as a "Government Body".
- B. Each year, the R.E.A. shall be allowed two (2) school days for each of, up to two (2) NEA-NH/NEA delegate meetings. The R.E.A. 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.

## **Article VII**

## **General Conditions**

- A. School Calendar - The Raymond Education Association will act in an advisory capacity in the formulation of a school calendar. As advisors, the Association will be given the proposed calendar two weeks in advance of their requested advice. If consideration is given to the use of school vacation periods as school make-up days, input will be requested from the Association at least two weeks prior to the School Board taking action.
- B. Printing of Agreement - Copies of this Agreement between the Raymond School Board and the Raymond Education Association shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Board shall furnish ten (10) copies of the Agreement to the Association for its use. The current contract shall be posted on the District website.
- C. Members of the bargaining unit who elect not to join NEA-REA/NEA-NH/NEA shall pay a service fee to the bargaining representative equivalent to 75% of the NEA-REA/NEA-NH/NEA dues. This payment shall be used for the funding of the REA scholarship, and will be made through payroll deductions commencing on the same date as the first payroll dues deduction for regular REA members for ten (10) consecutive equal bi-weekly deductions.

## **Article VIII**

## **Terms and Conditions of Employment**

### **A. Terms**

- 1. The recommended school calendar shall provide for one hundred eighty-five and one-half (185½) working days to commence not prior to the third Friday of August and ending no later than June 30; provided, however, bargaining unit members in their first year of service may be required to attend one additional workshop day.

There will be no school on the Wednesday before Thanksgiving and the last day of school before the Christmas Break will be no later than December 22.

- 2. Bargaining unit members will not be required to remain in the school building for more than 7 hours 10 minutes per day in grades K-4 and 7 hours 30 minutes in grades 5-12 per day. As part of their professional responsibility, bargaining unit members shall:
  - a. Attend scheduled department and other professional staff meetings.
  - b. Attend one open house after the regular teacher on-site day.
  - c. Attend two parent conferences after the regular teacher on-site day.
  - d. Make necessary parent contacts after the regular teacher on-site day if such contacts cannot occur during the regular teacher on-site day.
  - e. Attend one 60-minute elementary school faculty meeting per month after the regular teacher on-site day.
  - f. Attend middle school faculty meetings of up to 60 minutes, including one per month up to 25 minutes of which is after the regular teacher on-site day.
  - g. Attend high school faculty meetings of up to 60 minutes, including one per month up to 20 minutes of which is after the regular teacher on-site day.

- h. Remain beyond the regular teacher on-site day for emergencies.
- i. Bargaining unit members are encouraged to attend and/or participate in one other activity outside the regular teacher on-site day.

### 3. Schedule

The School Board, with input from the Association, may establish the schedules at the middle school and high school which are in the best interest of students. The schedules will include at least one duty-free uninterrupted planning period per day. The planning period will equal the length of the instructional period if a school uses a block schedule for all classes each day. Otherwise, the planning period will equal at least 50 minutes per day. Teachers may be required to perform non-instructional duties no more than one period per day, not to exceed the length of their planning period. A bargaining unit member who is assigned six periods of instruction shall be relieved of the obligation to supervise students for one period and shall be paid an additional annual stipend equal to 10 percent of the step 1 BA-track salary.

- 4. All bargaining unit members shall receive an uninterrupted duty-free lunch around noon equal to the student lunch period per day.
- 5. All Elementary School bargaining unit members shall receive five (5) planning periods per week totaling a minimum of 185 minutes.
- 6. All elementary bargaining unit members shall receive the average of one (1) fifteen minute relief period per day.
- 7. No bargaining unit member will be required without his/her agreement to perform any duty during a vacation or after the end of a bargaining unit member's on-site school day preceding a vacation.
- 8. On a volunteer basis, teachers may elect to serve as a substitute during their preparation period at a rate of  $\frac{1}{4}$  (one quarter) the current professional substitute rate.

### B. Conditions

- 1. Bargaining unit members will not be responsible for the transportation of students detained for after school detentions.
- 2. The School Board shall make available in each school adequate lavatory facilities exclusively for bargaining unit member use. Provisions for such facilities will be made in all future buildings.
- 3. There shall be only one official comprehensive file in which permanent copies of evaluations and other written material regarding a bargaining unit member shall be retained. Upon reasonable notice, a bargaining unit member shall have access to his/her file with the right to make a copy of any material contained therein at the bargaining unit member's expense. No written material having an effect upon a bargaining unit member's performance shall be placed in the file without having been shown first to the bargaining unit member, who shall sign the same, acknowledging only that he/she has had an opportunity to review the written commentary. In the event a bargaining unit member should refuse to sign the acknowledgement, the material may be placed in the bargaining unit member's file with a notation thereon of such refusal.
- 4. The Superintendent shall post in all school buildings a list of all known unfilled positions.



During the summer, the list will be posted in the SAU office and a copy will be forwarded through postal mail or email (with return receipt) to the Association President at his/her summer address as filed with the SAU personnel office.

5. No member of the bargaining unit shall be disciplined without just cause. In the case of bargaining unit members, discipline within the meaning of this article is not intended to encompass discharge or non-renewal which shall be covered by the provisions of RSA 189. Those bargaining unit members who are not covered by the provisions of RSA 189 shall not be entitled to grieve their discharge during their first year of employment which shall be a probationary period. Thereafter, the just cause standard shall apply.
- C. Employees who are not teachers, media specialists or guidance counselors shall not work more than 40 hours per week without the principal's written permission.
- D. If a teacher who has signed an employment contract for the following school year submits a resignation after the June 30 preceding the contracted school year or fails to perform the contract for the full contracted school year, the teacher shall be liable to the District for \$1000 as reasonable liquidated damages to compensate the District for expenses that it incurs by reason of the teacher's resignation or failure to perform the contract. The Board may waive liquidated damages at its discretion in writing.

## **Article IX**

## **Salary Deduction**

- A. Bargaining unit members 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 New Hampshire Retirement System.
  2. Optional deductions include: Income Protection Insurance, Tax Sheltered Annuities, The Service Federal Credit Union and the bargaining unit members' Association dues. The Association 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 method 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 bargaining unit members on changes in procedure.

# Article X

# Insurance

A. Bargaining unit members who work 80%-time or more will be eligible for the insurance benefits listed in Article X (B). Bargaining unit members who work 40%-time or less will not be eligible for any insurance benefits. Bargaining unit members who work between 40%-time and 80%-time will be eligible to receive the insurance benefits listed in Article X (B), prorated in proportion to the number of days and hours listed in Article VIII (A) (1-2) that the bargaining unit member works.

B. School Care HMO Consumer Driven Health Plan (Yellow without Choice Fund or Orange)

1. Contributions for single, 2-person, or family:

<u>Yellow without Choice Fund</u>	<u>District</u>	<u>Employee</u>	<u>Orange</u>	<u>District</u>	<u>Employee</u>
2018-19	93%	7%	2018-19	100%	0%
2019-20	92%	8%	2019-20	100%	0%
2020-21	91%	9%	2020-21	100%	0%

In the instance where both husband and wife are employees of the School District, 100% of the medical premium will be paid.

In addition, if the excise tax on high cost plans under the Affordable Care Act (ACA) will apply to the plan selected by the employee, the employee will pay an adjustment that is equal to one-half of the excise tax that will accrue each month under the ACA. If the excise tax will not apply to the selected plan, there will be no adjustment.

All eligible bargaining unit members electing not to participate in the health insurance plan for the entire year who provide documentation, for the member and others who the member expects to claim as tax exemptions, of insurance from another source that provides minimum essential insurance coverage (other than in the individual market), will receive a payment at the end of the school year. The amount of said payment will be \$1500 minus any penalty imposed upon the School District because the employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act). For any bargaining unit member starting employment after the start of the school year, this payment will be pro-rated based upon the number of days worked.

2. The District shall establish a Medical Flexible Spending Account (FSA) (Section 125 Plan) for teachers. Teachers 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, teachers' contributions will be limited to the amount that will not trigger the excise tax. Starting January 1, 2017, for employees who throughout the 2015-16 contract year (1) were married to each other and (2) were both employed by the District, the District will contribute \$500 per year to an FSA for each spouse, so long as they remain married to each other and both remain employed by the District.
3. A bargaining unit member who is on non-paid sick leave, child rearing leave or professional leave of absence may continue their enrollment in the group plan when they make written arrangement with the supervisory office prior to the start of the leave. The total cost of this program must be paid by the staff member.
4. The School District will pay 100% of the premium for a single person membership in the Dental Plan Benefits A, B, and C agreement and 75% of the premium for a two-person or

family membership. Bargaining unit members, at their own expense, can buy up to the Dental Plan D.

5. The School District will pay 100% of the premium for a twenty-five thousand (\$25,000.00) dollar term life insurance policy. Bargaining unit members, at their own expense, can buy up to a fifty thousand dollar (\$50,000) life insurance policy. This is subject to underwriting limitations and guidelines.
6. The School District will research and make available to the membership a long term disability plan. This plan will be at 100% cost to the employee.

## **Article XI**

## **Leaves**

### **A. Sick Leaves**

Sick leaves shall be granted on the basis of twelve (12) working days per year, accumulative to 120 days. Sick leave shall be interpreted to mean sickness of the employee, the employee's spouse, the employee's children, the employee's parents or spouse's parents who reside at the bargaining unit member's primary residence. Each bargaining unit member will, at the beginning of the school year, be notified of the number of sick days he/she has accumulated.

Sick Leave Contingency:

1. The Sick Leave Contingency is intended to serve a member who, because of extended and serious illness, has exhausted his/her individual sick leave.
2. All bargaining unit members may be eligible for the sick leave contingency benefit.
3. The maximum number of days available for the Sick Leave Contingency use per year will be 180, and these days are non-accumulative.
4. The Sick Leave Contingency Committee shall be comprised of the following:
  - a. One School Board member as appointed by the School Board.
  - b. Three bargaining unit members, one from each building, as appointed by the Association.
  - c. Two administrators as appointed by the School Board.
  - d. An administrator will call the meeting. Each member organization is responsible to see that its members are there. A quorum shall be four members, but a majority vote of the whole committee (4) will be required to sustain any action.
5. The Sick Leave Contingency Committee will make recommendations to the Superintendent regarding if sick leave contingency days will be granted and how many such days shall be awarded. The recommendation shall be based upon guidelines developed by the committee.
6. Any bargaining unit member needing to utilize the contingency must submit to the committee: (a) written request to the committee specifying the number of days requested and (b) a doctor's certificate verifying the applicant's illness.
7. The requesting bargaining unit member shall also send a letter to the superintendent requesting that a copy of the bargaining unit member's attendance record be sent to the committee to be used in determining the applicant's eligibility.
8. The committee's written recommendation will be forwarded to the superintendent within fourteen (14) calendar days of receipt of all necessary documents by the committee.

The superintendent will inform the applicant of his decision within seven (7) calendar days

of receipt of the committee's recommendation.

9. In no event shall the total amount expended by the District for this benefit exceed \$30,000.

#### B. Confidential Personal Leave

Up to three (3) days non-accumulative confidential leave of absence for personal, legal or family matters will be granted per year. This confidential leave of absence for personal, legal or family matters is to be used for sound, pressing, unavoidable reasons only. Its proper use will be subject to a bargaining unit member's statement that it does conform with said requirements. Application forms may be obtained, completed and returned to the principal's office for administrative approval or rejection. Applications will not be approved if the activities involved can be completed on non-school time. Applications usually will not be approved if the personal leave results in extending a school vacation. At the end of the contracted year, unused personal leave time will be bought back by the district at a rate of the current certified sub-pay.

The bargaining unit member shall give the building principal at least four (4) calendar days advance notice that a personal day is needed, except in the case of an emergency. The maximum number of bargaining unit members who can take a personal day on the same date is five (5) at each school.

#### C. Professional Leave

Bargaining unit member's request for up to three (3) days per year professional leave may be granted upon application and approval in advance. The following conditions will apply:

1. Professional leave will be used to attend, visit or participate in educational programs directly relating to their professional assignment.
2. Requests will be submitted to the Superintendent through the principal two (2) weeks in advance of the date in question.
3. Application forms must be obtained at, completed and returned to the principal's office for administrative approval or rejection.

#### D. Funeral Leave

1. When requested, bargaining unit members may receive funeral leave with full pay each school year per situation as follows:

Not to exceed two days:

- a. Grandparents

Not to exceed four days:

- b. Siblings
- c. Persons living in the bargaining unit member's household

Not to exceed five days:

- d. Parents
- e. Spouse
- f. Child

2. Upon a bargaining unit member's request the Superintendent may extend the funeral leave.
3. Upon a bargaining unit member's request the Superintendent may grant funeral leave to attend funerals of other relatives or close personal friends.
4. The Superintendent's action under paragraphs 2 and 3 hereof shall not be subject to the provisions of the grievances procedure.

#### E. Jury Duty

A bargaining unit member called as a juror will be paid the difference between the compensation received for such services and the bargaining unit member's per diem rate. Satisfactory proof of such service and compensation must be submitted to the Superintendent in order to warrant payment.

Leaves Without Cost to District:

#### F. Professional Leave of Absence

Upon recommendation to the School Board by the Superintendent, a bargaining unit member with more than three (3) years experience in the District may be granted a leave of absence from the District for one (1) year at no cost to the District. The Superintendent will base his/her recommendation on whether the requested leave will substantially improve the quality of the educational service provided by the bargaining unit member to the Raymond School District. A maximum of three bargaining unit members will be considered in any one school year. Any person on this leave for a full academic year must notify the Superintendent, in writing, prior to March 1 of that year of their intention to return. This will indicate to the Superintendent that the respective bargaining unit member wishes to be offered a contract.

Stipulations:

1. Written application for leave must be requested and acted upon before April 15 of the academic year prior to the contemplated leave.
2. A leave is granted for one year only. In unusual circumstances, an extension may be granted.
3. A returning individual will be accorded the same consideration for employment as if he were not on leave.
4. Experience credit for salary purposes will be granted for the period of the leave.

#### G. Child Rearing Leave

A child rearing leave of absence for up to five (5) consecutive quarters if on a quarter calendar, or up to four (4) consecutive trimesters if on a trimester calendar, will be granted to bargaining unit members under the following circumstances and conditions:

1. The leave shall be without pay to the bargaining unit member and without cost to the District;
2. The leave must be for the purpose of caring for a newborn child of the bargaining unit member, or a child adopted by the bargaining unit member;
3. The bargaining unit member will notify the principal three (3) months prior to the commencement of the leave, except in extenuating circumstances in the case of adoption;
4. A bargaining unit member returning from child rearing leave will be placed on the salary scale as if the bargaining unit member has not had a leave if the leave is less than 92½ school days and will resume a position within the bargaining unit member's level of competence and certification. In the event that the bargaining unit member was or will be on leave for more than 92½ school days, the bargaining unit member will experience no step increase when the next contract is issued following: 1) the 93rd school day on leave, or 2) the date it is known he/she will be on leave for 92½ school days, whichever comes first.
5. For the purposes of child rearing leave, a "school day" shall be defined as any day that the bargaining unit members are required to be working.
6. Any person on this leave for a full academic year must notify the Superintendent in writing prior to March 1 of that year of their intention to return. This will indicate to the Superintendent that the respective bargaining unit member wishes to be offered a contract.

## H. Other Leave

A bargaining unit member with five (5) or more years of experience shall have the right to petition the Board to take a year's leave of absence without pay or other benefits with the guaranty of an equivalent job upon return from such leave. The bargaining unit member must give a three (3) month notice of his/her desire to take such leave and the leave will only be granted for a full school year. 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.

## I. Family and Medical Leave Act (FMLA)

Statutory rights under the Family Medical Leave Act shall not be construed or applied so as to diminish the rights and benefits set forth herein.

## Article XII

## Reimbursements

- A. The School District shall reimburse bargaining unit members the tuition cost of one course taken at the graduate level which is directly related to their assignment and approved by the Superintendent or his/her designee. The maximum amount of reimbursement shall be the full tuition cost for the course. In order to receive reimbursement, a course must be approved prior to course registration and a grade of B or better or a grade of pass in a "pass/fail" course must be attained. The School District will expend up to \$40,000 each year of the agreement for course reimbursement. The money will be allocated in the following manner: July 1 – December 31: \$25,000; January 1 – June 30, \$15,000. Any money remaining in the first term shall be carried over to the next term. Any money remaining on June 30<sup>th</sup> shall be used to reimburse bargaining unit members who were denied reimbursement due to a lack of funds in a previous term. All requests will be processed in the order in which they are received by the SAU Office. Any funds remaining on June 30<sup>th</sup> will be equally divided among bargaining unit members who have applied for and successfully completed a second course.
- B. The School District shall reimburse bargaining unit members up to \$250 for the cost of workshops/seminars subject to the recommendation of the principal and written approval of the Superintendent, or his/her designee, ten(10) school days prior to the workshop/seminar. The School District will expend up to \$25,000 for each year of the agreement for workshop/seminar reimbursement. The money will be allocated in the following manner: July 1 – December 31: \$12,500; January 1 – June 30, \$12,500. Encumbered funds not processed forty-five (45) days after the date of the approved workshop/seminar will not be paid and will be released for use by other bargaining unit members. Bargaining unit members may not encumber more than two workshops in a given time period.

## **Article XIII**

## **Staff Development**

- A. The Board shall expend up to \$5,000 for staff development programs approved by the Raymond School District Staff Development Committee.
- B. In accordance with New Hampshire recertification requirements, each bargaining unit member is expected to complete the required number of professional development hours within a three year period. For every twenty (20) hours of approved Staff Development credits, excluding college courses, the bargaining unit member shall receive one (1) credit toward degree status on the Salary Schedule to a maximum of (5) credits per three (3) year period.

Special conditions:

- 1. Only Staff Development credits earned while in the District's employ shall be counted towards credit on the salary scale.
- 2. No credits earned before July 1, 1993 shall be counted towards credit on the salary scale.

## **Article XIV**

## **Salary**

- A. Method of Compensation - 1/26<sup>th</sup> or 1/22<sup>nd</sup> (bargaining unit member's choice) of the annual salary shall be paid every other Friday until the end of the year. All bargaining unit members will receive their first paycheck of the year no later than the second Friday of service according to the School District calendar. Those on 26 pay periods will receive a final check equal to the unpaid amount to be issued no later than five days from the last day of actual service. When a bargaining unit member leaves or enters the District during the school year, the salary due him/her will be prorated based upon the number of contract days versus the number of days in his/her contract.
- B. Degree-track movement on the salary schedule shall occur only at the beginning of the contract year. So that the district can budget for such degree-track changes, a bargaining unit member shall notify the Superintendent of Schools no later than the October 1 prior to the degree-track change of the specific degree-track change for which he/she expects to be eligible at the start of the next contract year. A bargaining unit member who fails to provide such notice shall not receive the degree-track change until the following school year.

### C. Step Raises and Cost-of-Living Adjustments

2018-2019

	BA	BA+15	BA+30	MA	MA+15	MA+30
Step 1	34,173	34,744	35,328	35,923	36,528	37,149
Step 2	35,096	35,676	36,269	36,871	37,486	38,128
Step 3	36,449	37,055	37,673	38,302	38,943	39,600
Step 4	37,863	38,494	39,138	39,794	40,465	41,149
Step 5	39,335	39,994	40,666	41,351	42,050	42,764
Step 6	40,873	41,560	42,263	42,977	43,707	44,452
Step 7	42,478	43,195	43,927	44,673	45,433	46,211
Step 8	44,152	44,900	45,664	46,442	47,237	48,048
Step 9	45,899	46,680	47,476	48,290	49,117	49,964
Step 10	47,722	48,537	49,367	50,215	51,081	51,962
Step 11	49,623	50,473	51,342	52,226	53,127	54,048
Step 12	51,609	52,495	53,401	54,325	55,266	56,277
Step 13	53,678	54,604	55,550	56,512	57,495	58,497
Step 14	55,839	56,805	57,791	58,795	59,819	60,866
Step 15	58,096	59,102	60,131	61,179	62,247	63,340
Step 16	58,866	59,872	60,901	61,949	63,017	64,110
Step 17	59,950	60,958	61,987	63,034	64,103	65,195



2019-2020

	BA	BA+15	BA+30	MA	MA+15	MA+30
Step 1	34,506	35,077	35,661	36,256	36,861	37,483
Step 2	35,722	36,310	36,912	37,523	38,146	38,790
Step 3	37,185	37,800	38,426	39,064	39,714	40,381
Step 4	38,714	39,354	40,007	40,672	41,352	42,046
Step 5	40,306	40,974	41,656	42,350	43,059	43,784
Step 6	41,968	42,665	43,378	44,102	44,842	45,598
Step 7	43,703	44,430	45,173	45,929	46,699	47,488
Step 8	45,513	46,271	47,046	47,835	48,640	49,463
Step 9	47,402	48,193	49,000	49,825	50,663	51,523
Step 10	49,372	50,198	51,039	51,899	52,776	53,670
Step 11	51,426	52,288	53,169	54,064	54,978	55,912
Step 12	53,572	54,470	55,389	56,324	57,278	58,253
Step 13	55,808	56,746	57,705	58,680	59,676	60,692
Step 14	58,143	59,122	60,121	61,139	62,176	63,239
Step 15	60,581	61,600	62,643	63,706	64,787	65,896
Step 16	60,966	61,985	63,028	64,090	65,172	66,281
Step 17	61,507	62,529	63,572	64,633	65,716	66,823

	BA	BA+15	BA+30	MA	MA+15	MA+30
Step 1	34,840	35,411	35,995	36,589	37,195	37,816
Step 2	36,348	36,944	37,554	38,174	38,806	39,453
Step 3	37,922	38,544	39,180	39,826	40,486	41,161
Step 4	39,564	40,213	40,876	41,551	42,239	42,944
Step 5	41,277	41,954	42,646	43,350	44,068	44,803
Step 6	43,064	43,770	44,492	45,227	45,976	46,743
Step 7	44,929	45,666	46,418	47,185	47,966	48,766
Step 8	46,874	47,643	48,428	49,228	50,043	50,878
Step 9	48,904	49,705	50,525	51,359	52,210	53,081
Step 10	51,021	51,858	52,712	53,583	54,470	55,379
Step 11	53,230	54,103	54,995	55,903	56,828	57,777
Step 12	55,535	56,445	57,376	58,323	59,289	60,278
Step 13	57,939	58,889	59,860	60,848	61,856	62,888
Step 14	60,448	61,439	62,452	63,483	64,534	65,611
Step 15	63,065	64,099	65,156	66,232	67,328	68,452

D. Longevity

Bargaining unit members with more than 15 years experience in Raymond shall receive an additional \$1,950.

**Article XV**

**Savings Clause**

If any article of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force.

## **Article XVI**

## **Duration Provision**

- A. This agreement shall be effective when signed and shall continue in full force and effect from July 1, 2018 until June 30, 2021.
- B. Either party may request negotiations for a successor agreement provided they notify the other party of their intent no later than September 1, 2020.

## **Article XVII**


## **Severance Pay**

- A. Upon separation from employment by the Raymond School District with 10 or more years of service as a bargaining unit member immediately prior to separation, a full-time bargaining unit member under written contract with the School District shall be awarded a sum of money equal to 90 percent of the current rate of substitute teacher per diem pay multiplied by the number of unused sick days accumulated at the time of separation from the School District, up to a maximum of 12 days for each consecutive year of service as a bargaining unit member immediately prior to separation. The 120-day limitation on accumulation of sick days in Article XI(A) shall not apply to this benefit. The bargaining unit member may receive this benefit only once in his or her lifetime. The bargaining unit member shall inform the Superintendent of Schools of the member's intention to separate from the School District in writing on or before the October 1 prior to separation from the School District. The bargaining unit member also shall submit a final letter of resignation or retirement to the Superintendent of Schools on or before the December 1 (or May 1 for those bargaining unit members with 15 or more years of service) prior to separation from the School District. For a bargaining unit member who submits the notices by October 1 and December 1, this benefit shall be payable in accordance with Section XVII(B). For a bargaining unit member who submits the notice by October 1 but does not submit the final notice by December 1, this benefit will be payable on or before the second July 15 following the bargaining unit member's separation from the School District. A bargaining unit member who retires through the New Hampshire Retirement System with written notice by October 1 and May 1 will receive the benefit on or before the second July 15 following the bargaining unit member's retirement from the School District. If an employee with 15 or more years of service to the District must resign from his/her position due to exigent circumstances, the Board at its discretion may waive the notice requirements under this section.
- B. Notwithstanding any other provision in this Agreement, the benefit under this Article for a teacher who has submitted the notices by October 1 and December 1, will be divided into two installments. The first installment shall be due and payable by the first July 15 after separation from employment, and shall equal the maximum portion of the benefit that will not result in the School District being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. The second installment shall be due and payable 121-150 days after separation from employment so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the benefit that was not paid in the first installment.

## 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 4th day of April, 2018.

Raymond School Board

BY: 

BY: 

BY: 

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Raymond Education Association

BY: 

BY: 

BY: 

BY: 

BY: 

BY: \_\_\_\_\_

MEMORANDUM OF AGREEMENT - OPEN HOUSES AND PARENT CONFERENCES

Effective March 18, 2013, the Raymond School District and the Raymond Education Association agree to implement the provisions of Article VIII(A)(2)(b-c) of their collective bargaining agreement, concerning open houses and parent conferences, as follows:

1. Bargaining unit members will be required to attend one open house event per school year after the regular teacher on-site day on one day that is determined by the administration. The open house event at each school will consist of bargaining unit members meeting in classrooms with groups of parents to provide general information about classes and to answer parents' questions, as has been done at the elementary school and the middle school. At the high school, open houses no longer will consist of a series of approximately five-minute separate conferences with students' parents. This open house event will begin at approximately 6:00 p.m. and will last approximately 90 minutes.

2. Bargaining unit members will be required to attend two parent conference events per school year after the regular teacher on-site day.

a. The first parent conference event at each school will consist of a series of separate conferences with students' parents on one day that is determined by the administration. Each of these parent conferences will last approximately 10-15 minutes. This parent conference event will begin at approximately 6:00 p.m. and will last approximately two hours.

b. The second parent conference event at each school will consist of a series of separate conferences with students' parents on a date that is selected by the teacher from within a two-week period that is determined by the administration. Each of these parent conferences will last approximately 10-15 minutes, and must be scheduled prior to the day of that teacher's conferences. Conferences will begin 30 minutes after the end of the student day and will end no later than 2.5 hours after the end of the student day; however, bargaining unit members need not be present for any portions of this parent conference event for which conferences have not been scheduled by appointment.

3. Bargaining unit members' obligations to attend open house and parent conference events in accordance with this Memorandum of Agreement and with Article VIII(A)(2)(b-c) of the collective bargaining agreement is in addition to their other obligations under the collective bargaining agreement. For example, attending open house and parent conference events per this Memorandum of Agreement and Article VIII(2)(b-c) does not discharge their obligation to make parent contacts per Article VIII(A)(2)(d), and making parent contacts per Article VIII(A)(2)(d) does not discharge their obligation to attend open house and parent conference events per Article VIII(A)(2)(b-c) and this Memorandum of Agreement.

Date: 4-3-13

RAYMOND SCHOOL DISTRICT

By: [Signature]  
Title: SCHOOL BOARD, CHAIR

Date: 4/3/13

RAYMOND EDUCATION ASSOCIATION

By: [Signature]  
Title: REA President


SIDE LETTER

The Raymond School Board and the Raymond Education Association agree that the adjustment for high cost plans referenced in Article X(B)(1) of the parties' 2018-2021 collective bargaining agreement will be implemented as follows.

Starting with tax year 2020, the excise tax currently is expected to equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2291.66 per month (\$27,500 per year) for two-person or family coverage. The plan's cost for purposes of the excise tax and adjustment currently is expected to include District and employee contributions to premiums, to FSAs and to HSAs. The excise tax and adjustment may change with the cost of living per 26 U.S.C. 4980I(b)(3)(C)(v) or with amendments to the Affordable Care Act.

Example: Assume the employee selects the Yellow without Choice Fund plan with single coverage in 2020-21, the annual premium for that plan and coverage is \$10,000, and the employee contributes \$1,000 to an FSA. The annual plan cost is expected to be \$11,000 (\$10,000 + \$1,000). The annual excise tax is expected to be \$320 (40% x [\$11,000 - \$10,200]) and the adjustment is expected to be \$160 (0.5 x \$320). The District will pay \$8940 ([91% x \$10,000] - \$160) for the premium minus the adjustment, and the employee will pay \$1060 ([9% x \$10,000] + \$160) for the premium plus the adjustment.

FOR THE RAYMOND SCHOOL BOARD

 SCHOOL BOARD, CHAIR  
Signature and Title

12-19-17  
Date

FOR THE RAYMOND EDUCATION ASSOCIATION

  
Signature and Title

12/19/2017  
Date

## MEMORANDUM OF AGREEMENT

Effective [insert date], the Raymond School Board and the Raymond Education Association agree as follows:

1. The Board and the Association will jointly petition the Public Employee Labor Relations Board to modify its bargaining unit certification as follows:

“UNIT: All certified professional employees of the Raymond School District whose positions require certification by the State Board of Education as a professional engaged in classroom teaching, including *but not limited to* Art Teachers, Reading Specialists, Guidance Counselors, Media Specialists, Physical Education Teachers, Special Education Teachers, Resource Teachers, Health Teachers and Music Teachers; as well as certified/licensed Speech Therapists/Speech Pathologists, Occupational Therapists and Physical Therapists who work more than 92 ½ school days per year as employees of the School District; as well as Extended Learning Opportunity Coordinators. EXCLUDED: All others employed by the School District, including Superintendent, Assistant Superintendents, Principals, Assistant Principals, Nurses, Teacher Consultants, Business Administrators, persons employed by the State Board, Curriculum Supervisors who teach three (3) periods or less, and any other administrative or supervisory employees.”

2. The Board and the Association amend their 2018-2021 collective bargaining agreement as follows:

a. Amend Article I(B):

“The term “bargaining unit member” shall mean all certified professional employees of the Raymond School District whose positions require certification by the State Board of Education as a professional engaged in classroom teaching, including *but not limited to* Art Teachers, Reading Specialists, Guidance Counselors, Media Specialists, Physical Education Teachers, Special Education Teachers, Resource Teachers, Health Teachers and Music Teachers; as well as certified/licensed Speech Therapists/Speech Pathologists, Occupational Therapists and Physical Therapists who work more than 92 ½ school days per year as employees of the


School District; as well as Extended Learning Opportunity Coordinators. EXCLUDED: All others employed by the School District, including Superintendent, Assistant Superintendents, Principals, Assistant Principals, Nurses, Teacher Consultants, Business Administrators, persons employed by the State Board, Curriculum Supervisors who teach three (3) periods or less, and any other administrative or supervisory employees.”

b. Delete Article I(D).

3. This Memorandum of Agreement will be appended to the Board’s and the Association’s 2018-2021 collective bargaining agreement.


RAYMOND SCHOOL BOARD

Date: 10/16/19

By:   
Title: SB Chair

RAYMOND EDUCATION ASSOCIATION

Date: 11/5/19

By:   
Title: REA President



**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: 

By: Mary J. Holmes Pres.

By: 

By: Paul Buckley - Secretary

By: 

By: Mary De Flumeri - TR

By: Beth Paris

By: Heather Pons

By: \_\_\_\_\_

By: Marcy Goodwin VP.

By: \_\_\_\_\_

By: \_\_\_\_\_

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**

MEMORANDUM OF AGREEMENT

The Raymond School Board and the Raymond Educational Support Staff make this Memorandum of Agreement.

Whereas, Article VII (D, E) addresses deduction of union dues and employees' withdrawal from union membership; and

Whereas, the parties wish to amend Article VII (D, E);

Now, therefore, the parties agree as follows:

1. Effective immediately upon both parties' execution of this Memorandum of Agreement, Article VII(D,E) of the parties' collective bargaining agreement is replaced with the following:


D. The Board agrees to deduct Union dues in equal payments when properly notified by the Union by means of a signed **dues deduction** authorization form for each employee so desiring such deduction. **The Union will inform members in the bargaining unit before June 1 each year of the maximum anticipated dues for the next school year. Members may withdraw from Union membership between June 1 and June 15 each year. In the event that the final dues for the next school year are set at a higher amount than the maximum anticipated amount provided to members before June 1, the Union will inform members of the final dues amount before September 1, and the members may withdraw from union membership between September 1 and September 10. After September 10, the Union will notify the SAU of the final amount of annual dues each year. Such A member's dues deduction authorization will be continued each year 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 member withdraws from Union membership as provided herein.** 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 the 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."~~

2. This Memorandum of Agreement shall be appended to the parties' collective bargaining agreement.


RAYMOND SCHOOL BOARD

Date: 12-18-19

By:   
Title: School Board Chair

RAYMOND EDUCATIONAL SUPPORT STAFF

Date: 12-6-19

By:   
Title: President