

**Multi-Year Master Agreement**

**Between**

**Rochester Federation of Teachers  
Paraprofessional Chapter**

**and the**

**Rochester School Board**

**July 1, 2013**

**to**

**June 30, 2017**

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## **Preamble**

This Agreement entered into by the Rochester School Board, Rochester, New Hampshire, hereinafter referred to as the Board, and Local 3607 of the Rochester Federation of Teachers, Paraprofessional Chapter, AFT-NH, AFT, AFL-CIO, hereinafter referred to as the Federation.

### **Article I - Recognition**

#### *A. Sole and Exclusive Bargaining Agent*

The Rochester School Board recognizes the Rochester Federation of Teachers, Paraprofessional Chapter Local No. 3607 as the sole and exclusive collective bargaining representative of:

All Para-educator Is	Title 1 Tutors
All Para-educator IIs	Bookkeepers
Secretaries	

Excluded are all other employees, including, but not limited to, all supervisory, confidential, and professional employees.

#### *B. Dues Deduction*

Any bargaining unit member who wishes to have Federation dues deducted from his/her pay shall notify the Superintendent in writing on the forms provided by the Federation and attached hereto as *Appendix A*, the language of which is incorporated by reference herein.

#### *C. Officer Attendance*

On instances where the attendance of an officer of the union or building representative is required for conference at the request of the administrator, he/she shall be released from his/her duties with no loss of pay. Where the request is so initiated by the Union President, and with the approval of the Superintendent, or his/her designee, the officer and/or building representative may be released from his/her duties with no loss of pay.

### **Article II - Duration**

A. This Agreement and the provisions herein shall become effective on July 1, 2013 and shall continue in effect until June 30, 2017.

- B. The parties agree that wage scale and wage related provisions (i.e. Workers' Compensation, F.I.C.A. and New Hampshire Retirement) shall be submitted to the Rochester City Council and shall be subject to final approval by the Rochester City Council. Upon City Council approval, these provisions shall be effective July 1, 2013.

### **Article III - Non-Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, sexual orientation, disability, race, color, creed, national origin, political affiliation or union membership.

### **Article IV - Resolution of Differences**

The Federation and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation in consideration of the value of this agreement and its terms and conditions will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

### **Article V - Management Rights**

The Federation recognizes the following responsibilities, rights, authority, and duties of the Board, except as they are modified by provisions of this Agreement. The Board hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire:

1. To the executive management and administrative control of the School System and its properties and facilities;
2. To hire, promote, transfer, assign and retain employees in positions with the Rochester School System and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational social events for the students, all as deemed necessary or advisable by the Board;

4. To decide upon the basic means and methods of instruction and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative, instructional and non-instructional activities, and the terms and conditions of employment.

## **Article VI - Working Conditions**

### *A. Upgrade Pay*

When a paraprofessional is asked to serve as a substitute teacher, the employee will be paid either the substitute rate or his/her regular rate, whichever is higher. Title 1 tutors will not be assigned to any duties prohibited by Federal regulations.

### *B. Para-educator I to Para-educator II Upgrade*

All Para-educator I<sup>s</sup> hired on or after July 1, 2013 will be promoted to Para-educator II upon completion of two (2) years of college, attaining HQ(Highly Qualified Status), or upon completion of thirty-six (36) hours of the Rochester Paraprofessional Academy. With the approval of the Superintendent, credit towards the thirty-six hour requirement may be given for workshops, classes, and coursework.

### *C. Overtime*

Overtime shall be paid at a rate of one and one-half times the employee's regular rate of pay for any work beyond forty (40) hours in a single week. The overtime rate of pay will be calculated in accordance with the Fair Labor Standards Act regarding differential pay rates.

In those cases where overtime is required, employees will be requested to perform such assignments. If no employee elects to accept such assignment, the required number of employees will be assigned and work the overtime hours.

An employee may receive compensatory time off in lieu of overtime pay upon mutual agreement between the employer and the employee. Compensatory time must be given within ninety (90) days. However, it may be extended an additional ninety (90) days if mutually agreed by employer and employee.

The District will pay one and one-half times the employee's regular rate of pay if the Superintendent, or his/her designee, requires, and approves in advance, an employee to work during the evening hours; evening hours for purposes of this provision commence at 5:00 p.m.

D. *When Overtime Paid*

Overtime pay shall be included in the employee's regular bi-weekly paycheck. Overtime worked and reported for one pay period shall be paid in the next pay period.

E. *Employee Evaluations*

All evaluations of the performance of an employee shall be conducted openly and with full knowledge of the employee. The employee shall be given a copy of any evaluation report prepared by his/her superiors and shall have the right to discuss such report with his/her supervisors.

F. *Personnel Files*

1. Employees shall have the right, upon request, to review and copy the contents of their personnel files. An employee shall be entitled to have a representative of the Union and/or a representative of their choice to accompany him/her during such review.
2. No material concerning an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. Material which concerns an employee's conduct or service and is disciplinary in nature may be removed from the employee's personnel file after a two year period as follows:
  - a. The employee will submit a written request for removal to the Superintendent of Schools.
  - b. No other disciplinary action will have occurred during the two year period.
  - c. The Superintendent will review the file and have the authority to remove said material. The employee shall have the option to appeal the Superintendent's decision to the School Board.

### G. *Complaints Against Employees*

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person shall be promptly called to the attention of the employee. A complaint within the meaning of this article is an allegation that could adversely affect the employee's personal or professional reputation and could be serious enough to warrant administrative action.

### H. *Disciplinary Procedures*

Disciplinary action will be for just cause and will normally be taken in the following order:

- a) Verbal Warning
- b) Written Warning
- c) Suspension Without Pay
- d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Board reserves the right to take disciplinary action in any manner or form consistent with the efficiency of operations and appropriate to the infraction involved.

All suspensions and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Union at the time disciplinary action is taken. The employee shall have the opportunity to respond within five (5) working days. Such response shall be in writing, and shall state the reason(s) why the employee is challenging the suspension or discharge.

### I. *Placement on Salary Schedule*

1. Credit in the salary schedule will be for related education and job-related work experience. No employee will be placed on a step higher than indicated by actual education and/or experience or higher than a current employee with equivalent experience and/or education. Para-educators with two (2) years of college or who have attained HQ (Highly Qualified) status shall be placed on the Para-Educator II track. After the effective date of this Agreement, no new employee will be given credit on the wage scale for more than three years of experience and/or education during his/her first year of employment. After initial placement, no more than one step will be granted to an employee in a single year. The provision regarding initial salary schedule placement shall not apply to the position of Bookkeeper 2.

J. *Insurance and Benefit Information Pamphlets*

All employees will be provided with pamphlets describing retirement, health, life, dental insurances and any other benefits regarding fringe benefits pertaining to the employee. Pamphlets will be distributed within 30 days of receipt from the carrier.

K. *Employee Pay Stubs*

An accounting of the hours worked, rate paid, holiday pay, and overtime pay will be included on the bi-weekly paycheck stubs. Employees' accumulated sick leave shall be shown on each regular payroll pay stub.

L. *Notification of Annual Employment Status*

Notification of the District's intent to employ for the upcoming school year will be given to all employees by June 30<sup>th</sup>. On or before July 30<sup>th</sup> each employee shall be provided with a notification which shall include the employee's assignment for the upcoming school year, salary/hourly wage rate, and benefits.

M. *Use of Automobile*

If an employee is requested to use his/her car in the course of employment, said employee will be reimbursed for the use of his/her car at the current IRS rate. It is understood that no employee will be required to use his/her car to transport students except as stated in the employee's job description.

N. *Handling of School Funds*

Employees who have responsibility for handling moneys shall be held harmless if said moneys are destroyed, stolen, damaged, or lost through no fault or negligence of the employee in charge.

O. *Work Rules*

The District may prepare, issue, and enforce reasonable rules and safety regulations necessary for safe, orderly and efficient operation.

## **Article VII - Hours and Days of Work**

- A. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Board from restructuring the normal work day or work week for purposes of promoting the efficiency of School Administration; from establishing the work schedules of employees; or establishing part-time positions.
- B. The work week for full-time employees shall be thirty hours or more, with the hours of work to be determined and scheduled by the department head or supervisor. The schedule will be established based upon a reasonable application of appropriate state and federal standards.
- C. Employees scheduled to work less than thirty hours per week shall be considered part-time employees.
- D. Employees will be provided with a thirty (30) minute duty-free lunch period. Employees who work four hours or more in a single day will be provided with one fifteen-minute break.
- E. When employees are requested by the principal to work through their fifteen minute break, lunch break, or before or after their normal work hours, they will be compensated for this time worked at their hourly rate of pay subject to the provisions of Article VI(C) - Overtime.
- F. The work year for Para-educator I and Para-educator II shall include the two (2) days prior to the beginning of the student school year.
- G. The School Department will assign special education Para-educators to particular schools. The Principal of each school will assign special education Para-educators to particular duties.
- H. Building administrators shall allow employees to make up work time lost from delayed openings within two weeks of the day the work time was lost. Canceled school days, not otherwise made up at the end of the year, may be made up prior to the end of the year.
- I. Para-educators will complete all necessary paperwork during the workday. The time needed to do so shall be scheduled by the Para-educator in consultation with the Case Manager.

## **Article VIII - Seniority**

### *A. Accrual*

For purposes of promotion, vacation, and other benefits to which the covered employee is otherwise entitled, an employee's seniority shall be equal to his/her years of service or employment with the District in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified in Section C below. Accrual shall begin with, and years of service shall be based on the anniversary date of, the first day of unbroken service in the Rochester School Department.

### *B. Ability to Perform Work*

Ability to perform the job or work as used in this Article means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the Department Head or Supervisor.

### *C. Termination of Seniority*

Seniority for all purposes shall be terminated for any of the following reasons:

1. Voluntary quit.
2. Discharge for just cause.
3. Failure to report for work in accordance with the provisions of a recall notice.
4. Absence for three (3) consecutive working days without properly notifying the District. The Superintendent may waive this notice requirement, on a case by case basis, if he/she determines that extenuating circumstances existed which may have prevented an employee from complying with the notice requirement. However, an employee must use all reasonable efforts to notify the district of his/her absence.
5. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
6. Retirement.

### *D. Employees Entering the Bargaining Unit*

All employees entering the bargaining unit covered by this Agreement from any other department of the City will serve a probationary period of ninety (90) calendar days and will be considered as new employees.

#### E. *Seniority List*

The District shall establish and furnish to each covered employee, a seniority list once each year in January. The seniority list will contain both classification and department seniority for each eligible employee. The employee with the greatest seniority shall be listed first. Any objections to the seniority lists, as posted and amended, must be reported to the department head by February 15 or it shall stand as accepted and shall take full force and effect.

#### F. *Application of Seniority (Layoff and Recall)*

With respect to layoff and recall, continuous service will be applicable providing the employee is capable of performing the work in a satisfactory manner. An employee to be laid off shall receive two weeks notice or pay in lieu thereof. Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his/her seniority for twenty-four (24) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the department head within three (3) business days after receiving notice of recall of his/her intention to return to work. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the District with his/her latest mailing address. In any event, the employee must return to work within two (2) weeks of the date specified.

#### G. *Promotions and Transfers*

1. The District reserves the right to make promotions and transfers.
2. Job vacancies will be posted for five (5) working days in each school on a bulletin board designated for such purpose and on the District's intranet. The District will send written notice of such job vacancies to the building representatives of the Federation.
3. Promotions and transfers shall first be made from the ranks of qualified regular employees who are employed within the classification in which the vacancy occurs. If no qualified candidates are found within the classification, the vacancy may be filled by qualified employees within other classifications in the School Department. If no qualified candidates are found within the School Department, the vacancies may be filled from other sources.
4. Job postings will include job specifications (where available), location, range of pay, hours, if it is a permanent position with a permanent rating, and the date for closing of applications.

5. An employee who meets minimum qualifications and is promoted to a higher level shall be placed in a probationary status not to exceed ninety (90) days in the higher position. The employee shall periodically be evaluated and informed of his/her progress. If an employee is not found to perform satisfactorily in the higher level duties, he/she shall be reduced in status to the same classification, pay grade, and pay step and he/she had obtained prior to promotion.
6. An employee who is promoted or transferred to another classification will not lose accumulated sick or vacation leave as a result of the reclassification. Additionally, the employee's seniority within the district will not be affected by the transfer. An employee moving between classifications will be given credit for placement on the salary schedule only for experience directly related to duties within the new classification.

#### H. *Non-Application of Seniority Rights Within Classification*

Seniority does not give employees any preference for particular types of work within their job classification or to places of work, or equipment.

#### I. *Probationary Period*

The first one hundred and twenty (120) calendar days of employment shall be considered a trial period to permit the District to determine a new employee's fitness and adaptability for the work required, subject to a unilateral extension by the District. During such probationary period a newly hired employee shall not be subject to the provisions of this Agreement. This Article shall apply to persons who are rehired after loss of seniority. In the event that the person gained this position as the result of a promotion, he/she shall be governed by the provisions of the Agreement. During the probationary period, the probationary employee may be discharged at the sole discretion of the District and neither the reason nor the discharge may be the subject of a grievance, notwithstanding Paragraph G-5, above, which shall apply to existing employees of the District.

## Article IX - Compensation

### A. *Wage Scales* and Step Plan

Covered employees will be paid in accordance with the wage schedules contained in this Agreement as *Appendix B*. All eligible employees shall receive a step each year of the Agreement. Employees who were on Step 12-A during the 2007-08 contract year shall receive annual wage increases for each year of the contract equal to the percentage applied to Step 12 of their grade.

All bargaining unit employees shall annually receive, in addition to the employee's regular hourly rate of pay, the following amount based on attainment of the following:

Minimum of an Associate's Degree; or eighty (80) credits \$0 .90 per hour effective July 1, 2011.

### B. *Method of Salary Payment*

All bargaining unit members except for employees working more than forty weeks per year, shall have the option of being paid in twenty-two (22) payments per year or having their salary pro rated in twenty-six (26) payments per year.

To make an election, the employee must notify the District in writing on a form provided by the District that specifies the payment amount and timing. The District must receive this written election before the employee performs any services for the school year in question. Such elections will be irrevocable. If an employee does not submit an election, the employee will be paid in twenty-two (22) payments.

Employees will be paid for the actual hours worked in each pay period, or, if an employee has a salary which is capable of being annualized (i.e. works a regular schedule), then pay may be pro rated into 26 pay periods. However, if an employee's hours change, then the pro-rated amount must change to reflect the actual number of hours worked.

### C. *Longevity*

All employees shall receive annual longevity pay for ten to fourteen years of service of seven hundred and fifty dollars (\$750.00) and for fifteen or more years of service fifteen hundred dollars (\$1500.00).

Longevity will be paid in a separate check on or before December 1<sup>st</sup>. Upon termination of employment, an employee shall receive longevity pro rated by the

number of days longevity in that year calculated from the first day of January to the day the employee terminates. The amount of longevity pay due an employee is based on the year in which said longevity is accrued/earned.

D. *Anniversary Dates*

For the purposes of placement on the salary schedule, partial years of experience which exceed one-half year each and which are related to the assigned position, will be cumulated to determine total experience to be granted. If the remainder, after cumulation, exceeds one-half year, this remainder will be applied as one year of experience.

E. *Perfect Attendance Incentive*

Any covered employee with perfect attendance for the year, defined as no sick leave or personal leave usage, will receive an incentive bonus of \$200. An employee who is regularly scheduled to work five (5) days per week may qualify for this incentive. However, if such an employee does attain perfect attendance as specified in this Section, his/her incentive payment shall be pro-rated based on his/her hours of work to full-time.

F. Paraprofessionals whose assignment includes working with a child or children with severe disabilities or intensive needs as defined by the Director of Student Services and approved by the Superintendent and the Union, shall receive a stipend in addition to their regular pay in the amount of either \$250, \$500, or \$1,000 and a stipend of \$100 for summer school beginning with the 2014 session.

G. Employees designated as job coordinator shall receive an hourly stipend in the amount of \$3.50 effective July 1, 2008, increased by the same percentage as the percentage increase in the base wage scale in 2009 and 2010.

## **Article X - Leaves**

### *A. Pro-ration of Leave Benefits*

For purposes of granting sick leave, personal leave, and severance pay, full-time and part-time employees shall be classified in the following tiers:

Tier 1 = less than 20 hours per week

Tier 2 = at least 20 hours but less than 30 hours per week

Tier 3 = 30 hours or more per week

### *B. Sick Leave*

1. Sick leave shall accumulate at the following rates:
  - a. Tier 1 employees will receive one day of sick leave at their regular daily rate of pay, to be awarded at the first day of the school year.
  - b. Tier 2 employees will accumulate sick leave at a rate of one (1) day per month during the months that the employees are on duty, accumulating to a maximum of sixty (60) days. The maximum accumulation of sick leave for an employee who has moved from Tier 3 to Tier 2 shall be the employee's sick accumulation or sixty (60) days whichever is greater as of the date of the change in Tiers.
  - c. Tier 3 employees will accumulate sick leave at a rate of one and one-fourth (1.25) days per month during the months that the employees are on duty, accumulating to a maximum of one hundred ten (110) days.
  - d. An employee who has accumulated his/her maximum number of sick leave days, and uses no more than his/her annual allotment in a given year, will begin the ensuing school year with the maximum accumulation of sick leave days.
  - e. An employee who works at the magnet school shall receive one (1) additional sick day per year.
2. Employees' accumulated sick leave shall be shown on each regular payroll pay stub. .
3. Up to three (3) sick days per year may be used by an eligible employee for the purpose of caring for a family member. Additional days may be approved by the Superintendent.
4. Eligible employees shall receive severance pay equal to fifty percent (50%) of their unused and accumulated sick leave, at the per diem rate at which the employee last earned, when retiring from the School District, (a) when application for retirement has been made to the New Hampshire Retirement System, or (b) if

the employee is not eligible for membership in the Retirement System because of less than full-time employment status, when all other conditions for retirement System have been met.

5. A physician's signed statement of approval to return to work will be required for any employee who has been absent of his or her own illness for more than three days.

#### C. *Personal Leave*

Personal leave days will be allowed for personal affairs provided that the leave will be taken for purposes which could not reasonably be accomplished on other than a school day. Approval of the Superintendent is required and shall not be unreasonably withheld. Said leave shall not be used to extend holidays or vacations except for extreme emergency situations. Leaves taken pursuant to this section shall be in addition to any sick leave to which a covered employee is entitled. Personal leave will be non-accumulative and will be granted at the following rates:

1. Employees in Tier 1 will receive no personal leave benefit.
2. Employees in Tier 2 will be eligible for one (1) personal leave day per year.
3. Employees in Tier 3 will be eligible for three (3) personal leave days per year.

#### D. *Maternity Leave*

1. Maternity leave shall be granted for the period of temporary disability due to pregnancy, childbirth or resulting complications as certified by the employee's physician. The employee may use any accrued sick leave during this period of temporary disability.
2. A temporary leave of absence, without pay, may be granted before and/or after the period of temporary disability by mutual consent of the employee and the Superintendent.
3. Upon completion of the maternity leave, the employee will be reinstated to her former or a comparable position in accordance with New Hampshire law and the FMLA, if applicable.
4. In the case of extended leave, benefits such as raises that would normally accrue to her shall not be withheld.

#### E. *Parental Leave/FMLA Leave*

Two days shall be granted to either a mother or father to spend with a newly adopted child or to a father upon the delivery of his natural child. Compensation for such days will be made possible by charging these days to the employee's sick leave. If the employee does not have accumulated sick days, such leave will be granted without pay.

Unpaid leave(s) of absence shall be granted to any covered employee who qualifies under the provisions of the Family and Medical Leave Act of 1993. Paid leave taken for an FMLA purpose shall run concurrently with an employee's FMLA leave.

#### F. *Bereavement Leave*

Bereavement leave shall be granted, upon request, when a death occurs in a permanent employee's family in accordance with the following schedule:

1. Spouse, domestic partner or child: Five (5) work days for the death excluding Saturday, Sunday and Holidays.
2. Father, Mother, Father-in-law, Mother-in-law, Sister, Brother, Grandchild, Son/Daughter-in-law, relative or ward residing in the employee's household: Three (3) work days for the death excluding Saturday, Sunday and Holidays.
3. Grandmother, Grandfather, Aunt, Uncle, Sister/Brother-in-law, or Niece/Nephew: One (1) day for the purpose of attending the funeral.
4. Leave to attend the funeral of any individual not listed above shall be granted only at the discretion of the Superintendent of Schools and may be granted only one time per year per employee.
5. Under extenuating circumstances as determined by the Superintendent, two (2) additional work days with pay may be granted under Section 1, 2 or 3 with written approval of the Superintendent.

#### G. *Jury Duty*

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the District an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the District on that day and the daily jury duty fee paid by the court or agency (not including travel allowances or reimbursement or expenses), for each day on which he/she otherwise would have been scheduled to work for the District.

In order to receive payment, an employee must give the District prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

H. *Professional Leave*

With the prior approval of the Superintendent or his designee, covered employees may make application for a total of two (2) days leave of absence with pay for attendance at professional meetings, conferences, conventions.

Except under extenuating circumstances, written application for professional leave shall be received in the Superintendent's Office seven (7) school days prior to such leave. The Superintendent may extend professional leave upon a covered employee's request.

I. *Vacation Leave*

1. Vacation eligibility shall be dependent upon continuous service and employment as a full-time employee on a fifty-two (52) week basis. Annual vacation may be taken at one time or several days at a time with the consent of the supervisor. For the purpose of this Article, one week shall be the equivalent of five (5) days.

2. Vacation time shall be granted in the following increments:

6 months - 1 year .....	1 Week
1 through 4 years .....	2 Weeks
5 through 9 years .....	3 Weeks
10 or more years .....	4 Weeks

3. Vacation Procedures

a. The supervisor will determine the annual vacation schedule taking into consideration the best interest of the Department, the particular needs within the Department, and the desires of the individual employee.

b. Vacation schedules will be the responsibility of the supervisor and the final requests for vacations should be completed by April 1 of each year. During the month of March, employees may make application in writing for vacation time off. In the event that more employees apply for time off than can be spared from the job at a given time, seniority will be the basis for resolving priority. Each employee will be given a written disposition of his/her request no later than May 1. Approved vacation time off will not thereafter be canceled or changed without the mutual consent of the supervisor and the employee.

- c. An employee who desires his/her full annual vacation pay before going on annual vacation should notify the payroll supervisor at least twenty (20) days in advance of his/her last working day.
- d. If an employee terminates his/her service or takes an extended leave of absence, he/she will receive full pay for all accumulated annual vacation which he/she has not taken. All unused vacation time shall be paid at the employee's regular straight time base rate of pay when the employee terminates his/her employment. Vacation time on the books, if an employee dies while working for the District, will be paid to his/her estate.
- e. Employees may accrue untaken vacation leave for up to fourteen months from the end of the year in which it originated. After fourteen months, the accrued time is forfeited.

J. *Extended Leaves of Absence*

- 1. Military leave without pay shall be granted to any covered employee who is called to active services as a member of the U.S. Armed Forces or who is in the Reserves or National Guard with no loss of employment rights.
- 2. Other leaves of absence may be granted without pay with no loss of any employment rights upon recommendation of the Superintendent.

**Article XI - Holidays**

The following dates, as shown on the official District calendar, shall be considered paid holidays for all full-time employees (full-time being defined as one who works 30 or more hours a week):

- |   |                               |
|---|-------------------------------|
| New Years Day                           | Columbus Day                  |
| Martin Luther King Day                  | Teachers' Workshop (November) |
| President's Day                         | Veteran's Day                 |
| Memorial Day                            | Thanksgiving Day              |
| Independence Day (year-round employees) | Day after Thanksgiving        |
| Labor Day                               | Christmas Day                 |

The following dates, as shown on the official District calendar, shall be considered paid holidays for all part-time employees who normally are scheduled to work on those days:

- |               |                        |
|---------------|------------------------|
| Memorial Day  | Thanksgiving Day       |
| Labor Day     | Day after Thanksgiving |
| Columbus Day  | Christmas Day          |
| Veteran's Day |                        |

## Article XII - Fringe Benefits

### A. *Pro-ration of Insurance Benefits*

For purposes of health and dental insurance benefits, full-time and part-time employees shall be classified in the following tiers:

Tier 1 = less than 20 hours per week

Tier 2 = at least 20 but less than 30 hours per week

Tier 3 = 30 hours or more per week

### B. *Health Insurance*

Bargaining unit members shall be eligible for health insurance coverage provided by the Local Government Center, which shall consist of a point of service plan and membership in a health maintenance organization. The District's contribution to Health Insurance shall be eighty percent (80%) of the of the Matthew Thornton HMO rate. The following plans will be provided:

Blue Choice Point of Service – BC3T151PDED/RX 10/20/45

\$15.00 Office Visit Co-Pay, \$75.00 ER Co-Pay, \$150/\$450 annual deductible

Matthew Thornton HMO – MTB20IPDED/RX 10/20/45

\$20.00 Office Visit Co-Pay, \$150.00 ER Co-Pay, \$250/\$750 annual deductible

Coverage shall be provided with the following conditions regarding eligibility and payment of premiums:

#### 1. **Effective July 1, 2009**

- a. Tier 1 employees working less than 20 hours per week, or Tier 2 employees with four or less years of experience, may purchase health insurance at their own expense through the District. Notwithstanding the foregoing, employees as of June 30, 2009 eligible for benefits under the Paragraph B.1. above may elect those benefits.
- b. Tier 2 employees working at least 20 but less than 30 hours per week, with five to nine years of experience, shall be eligible for health insurance benefits, with eighty percent (80%) of the one-person premium or forty percent (40%) of the two-person premium being paid by the Board. Notwithstanding the foregoing, employees as of June 30, 2009 eligible for benefits under the Paragraph B.1. above may elect those benefits.

- c. Tier 2 employees working at least 20 but less than 30 hours per week, with ten or more years of experience, shall be eligible for health insurance benefits with eighty percent (80%) of the two-person premium or forty percent (40%) of the family premium being paid by the Board. Notwithstanding the foregoing, employees as of June 30, 2009 eligible for benefits under the Paragraph B.1. above may elect those benefits.
- d. Tier 3 employees working 30 or more hours per week shall be eligible for health insurance with eighty percent (80%) of the total premium being paid by the Board and the remaining twenty percent (20%) of the total premium being paid by the employee.
- e. The employee share of premiums shall be paid by the individual paraprofessional through payroll deductions. The employee's premium shall be reduced by the amount of the single person annual deductible which is \$150 for the BC POS and \$250 for the Matthew Thornton HMO.
- f. Available coverage and claims procedures shall be reported annually to covered employees.
- g. The District shall offer employees the option to enroll a domestic partner in the medical and dental plans offered to bargaining unit members, provided the employee and their domestic partner complete and submit the forms provided by the medical benefits provider to establish their eligibility for insurance.
- h. Pre-Tax Flexible Spending Plan  
The District shall allow employees to enroll in a so-called Section 125 Flexible Pre-Tax Spending Benefits Plan. This plan may be administered by a vendor hired by the District, and shall follow all applicable Federal and State rules and regulations. The District shall pay the administrative fees.

### C. *Dental Insurance*

Bargaining unit members shall be eligible for dental insurance coverage under the same plan granted to the RFT Teachers Bargaining Unit with the following conditions regarding eligibility and payment of premiums:

1. Tier 1 employees may purchase dental insurance at their own expense through the District.
2. Tier 2 employees shall be eligible for dental insurance benefits, but the Board will pay fifty percent (50%) of the premium paid by the Board for Tier 3 employees.
3. Tier 3 employees will be eligible for dental insurance as provided in the contract with RFT for full-time teachers.
4. Additional or expanded dental benefits will be provided as plan options with the employee paying the increased cost in premiums above the 100% single person (Plan V) District paid benefit.

D. *Life Insurance*

All full-time employees shall be provided at no cost to the employee with a \$5,000 life insurance policy effective on the same date health insurance coverage becomes effective.

E. *Workshop Reimbursement*

The Board will pay 100% of the costs of approved workshops up to a maximum per covered employee per school year of two hundred fifty dollars effective July 1, 2008. Workshops shall be approved in advance by the Superintendent. Reimbursement shall be made within thirty (30) days of submission of a certificate of successful completion of the workshop. The Board agrees to pay the costs of all workshops required by it if the affected employee has already exhausted his/her allotment.

If the approved workshop occurs on a scheduled work day for the employee or if the Board requires the employee to attend a workshop on a non-scheduled day, the employee will be paid his/her regular or overtime rate, as appropriate, in addition to the reimbursement for workshop costs.

F. *Course Reimbursement*

The District agrees to provide the annual sum of twenty-five thousand dollars (\$25,000) to reimburse tuition cost for courses which, in the opinion of the Superintendent or designee, are both job-related and of benefit to the District. Distributions will be made in three approximately equal sums each year, to coincide with Fall, Winter and Summer college semesters, and shall be on a first-come/first-served basis to all bargaining unit members who are in active employment and who make application for the benefits and who have received the prior approval of the Superintendent. Approval for more than one (1) course per year shall be considered and approved only after all first time applications for that contract year have been granted, with the exception of those Para-Educators enrolled in an approved degree program. Para-Educators enrolled in a degree program may have a maximum dollar amount approved equal to the cost of eight (8) credit hours from Granite State College. Payment will be made on the furnishing of written evidence of satisfactory completion of the course with a grade of B- or better. In the event an employee receiving education reimbursement under this Article leaves the employ of the District on a voluntary basis within one year of completing the course, the tuition reimbursement paid to the employee by the District will be deducted from the employee's last paycheck at separation. Employees may not utilize these funds during their first year of employment.

In addition to the amounts allocated above, the District shall provide at no cost to employees hired on or before January 1, 2005, the necessary local non-degree training programs to offer these employees the opportunity to meet the certification requirements under Title I, IDEA and NCLB with the necessary timetables. Such programs shall be available to other bargaining unit members if space is available after all employees for whom certification is required under Title I, IDEA and NCLB have been accommodated.

G. *Annual State Paraprofessional Conference*

Up to fifteen percent of the total paraprofessional staff may attend each Statewide Professional Conference, designated by the Federation, for the appropriate job classification. Approval for attendance will be distributed as equally as reasonably possible among the schools and buildings in the district to minimize the need for substitutes in any single building.

H. Upon the prior approval of the Superintendent, employees shall be permitted to attend relevant training provided on teacher workshop days and receive his/her regular daily rate of pay.

## **Article XIII - Grievance Procedure**

A. *Definition*

A grievance is a claim by any covered employee or group of covered employees that there has been a misinterpretation or violation of any provision or practice of this Agreement.

B. *General Provisions*

1. All time limits specified in this article shall mean school days. Time limits indicated hereunder, are maximum unless extended by mutual agreement.
2. All such agreements to extensions must be in writing. Grievances pending at the end of the school year shall be resolved expeditiously and prior to the end of the contract year unless deferred by mutual agreement.
3. The Board shall have the right to representation of its own choosing.
4. The individual grievant shall have the right to representation of his or her own choosing excluding representation by a member, an agent or an employee of any other employee organization.

5. A grievance will be heard other than during the covered employee's normal teaching day or hours.
6. The Board and/or the covered employee will make available upon request such records or other documents which the aggrieved and the Board agree are pertinent to the processing of the grievance.
7. All documents, communications and records dealing with the processing of the grievance shall be filed separately from the regular personnel files.
8. Failure at any Grievance Level to communicate the decision within the specified time limits to the grievant(s) or the Federation President will result in proceeding to the next level.
9. A grievance may be submitted directly to the level having adequate authority to resolve the issue grieved.

### C. *Grievance Procedure*

#### *Informal Level*

Before beginning the grievance procedure at Level 1, the covered employee shall discuss the problem with the individual concerned and try to resolve the conflict.

In order to encourage and allow the resolution of grievances at the informal stage, a grievant will be granted 15 days from the date of the action or from the grievant's first knowledge of the action or condition on which the grievance is based to present the formal grievance at Level 1.

#### *Level 1 - Principal or Supervisor*

A grievant with a grievance shall present it on Form A - Grievance, Schedule 5, to his immediate supervisor who shall respond to said grievance and provide the rationale for his decision in writing within 5 days.

#### *Level 2 - Superintendent*

If the grievance has not been resolved to the satisfaction of the grievant(s) and the Federation, the covered employee or the federation may within 10 days of receipt of the decision at Level 1 present it in writing to the Superintendent. Within five (5) days after receiving a grievance, the Superintendent shall meet to resolve and respond to the grievance with the grievant and the Federation's representative(s). The superintendent shall respond to said grievance and provide the rationale for his decision within 10 days following the submission at Level 2.

### Level 3 - School Board

If the grievance is not resolved to the satisfaction of the grievant(s) and the Federation, the grievant(s) or the Federation may, within 10 days of receipt of the decision at Level 2, submit the grievance in writing to the Board. Within 10 days after the receipt of the grievance a majority of the Board shall meet with the grievant(s) for the purpose of hearing the arguments of the parties involved. Within 8 days after said meeting the chairman of the Board shall respond to said grievance and provide the rationale for the Board's decisions.

If the grievance is not resolved to the satisfaction of the Federation at Level 3, the Federation may within 15 days of receipt of the decision submit the grievance to arbitration for a final and binding resolution.

### Arbitration

Arbitration shall be conducted through an impartial Arbitrator selected in accordance with the Voluntary Rules of the American Arbitration Association.

1. Either party may, if it desires, be represented by counsel.
2. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the Arbitrator shall be the final and binding.
3. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator.
4. The Arbitrator shall issue his/her decision not later than 30 days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the Arbitrator. The decision shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue submitted. The decision of the Arbitrator shall be final and binding. Both parties agree that the Arbitrator's decision shall not represent a precedent.
5. Both parties agree that the Arbitrator shall be prohibited from modifying or adding to this Agreement.
6. The costs of the arbitrator shall be paid as follows:

- a. The Board and the Federation shall each pay one-half of the cost of the arbitrator for each of the first three (3) arbitrations during each contract year;
  - b. In subsequent arbitrations, the loser will pay sixty percent (60%) of the costs and the winner pay forty percent (40%) of the costs for the arbitrator.
7. The parties agree that the Arbitrator shall not hear or have jurisdiction over the negotiations or terms of a successor agreement.

#### **Article XIV - Entire Agreement**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Board and the Federation for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.
- B. No covered employee shall, as a result of the execution of this agreement, suffer the loss or reduction of any benefit now enjoyed by him/her. Benefits are to be defined as those practices having been conducted with the knowledge and authority of the employer.

#### **Article XV - Negotiations Procedure**

- A. The parties agree to bargain in compliance with RSA 273:A.
- B. This Agreement constitutes notice to the Rochester School Board of the Federation's intent to negotiate for a successor agreement. It is agreed that negotiations will begin no later than March 15 in the final year of the contract.

## **Article XVI - General Provisions**

### *A. Copies of the Agreement*

The Board will provide a camera-ready copy of the Agreement. The Federation will print and distribute copies of the Agreement to each employee. Cost of printing the Agreement will be split by the Federation and the Board. The Board agrees to provide copies of this Agreement to all new employees upon their hiring.

### *B. Existing Laws and Regulations Preserved*

The rights and benefits of persons provided herein are in addition to those provided by State or Federal law, rule or regulation, including without limitation all applicable continuing contract, pension, or education laws and regulations.

### *C. School Board Policies*

1. This Agreement constitutes School Board policy for the term of said Agreement, and the School Board shall carry out the commitments contained herein and give them full force and effect as School Board policy. The Board shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
2. All rules and regulations governing covered employees shall be interpreted and applied equitably throughout the District.

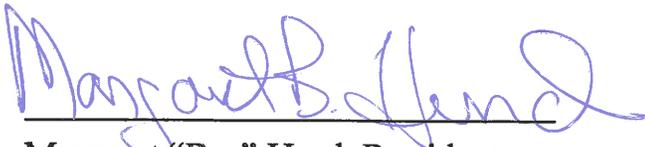
### *D. Saving Clause*

If any provision of the Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, laws, ordinances and regulation of the United States of America and the State of New Hampshire, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

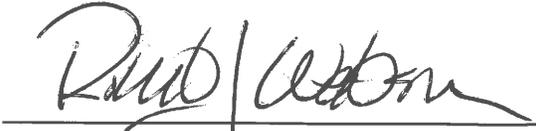
IN WITNESS WHEREOF, the parties have hereto executed this Agreement this 12<sup>th</sup> day of September 2013.

*Rochester Federation of Teachers*

*Rochester School Board*



Margaret "Peg" Hurd, President



Robert Watson, Chairman

*Appendix A*

**Rochester School District**  
*Dues Deduction Authorization Form*

**Name** \_\_\_\_\_

I hereby authorize the Rochester School District to withhold from my salary, Federation dues in an amount to be certified by the Treasurer of the Rochester Federation of Teachers, acknowledging that the amount of dues may increase at times subsequent to the authorization, and this authorization shall be a continuing authorization for such dues deductions.

The sums thus to be deducted over the period of one year, (twenty-two pay periods, twenty-six pay periods, or other arrangement as permitted by the Master Agreement) are hereby assigned by me to the Rochester Federation of Teachers, and are to be remitted by the Rochester School Department to the Treasurer of the Federation. Having done so, the District shall be held harmless from any claim(s) in connection with the provisions of this authorization and Master Agreement terms. It is further agreed that the District assumes no financial liability except to forward, on a monthly basis, those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect from year to year unless I notify the Office of the Superintendent and the Rochester Federation of Teachers' Treasurer in writing between June 1 and September 1, to cease deductions for the coming year.

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

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: ( ) \_\_\_\_\_

S.S. #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Employee #: \_\_\_\_\_ School: \_\_\_\_\_

Home E-Mail: \_\_\_\_\_

Please check position below:

Teacher: \_\_\_\_\_ Para-Professional: \_\_\_\_\_ Food Service: \_\_\_\_\_

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

Once completed, this form must be sent directly to the Federation Treasurer.

---

**For Office Use Only:**

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

Copies sent to: Vice-President \_\_\_\_\_ Date: \_\_\_\_\_  
Central Office \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX B**  
**Paraprofessional Wage Grid**

**2013-2014**

Yrs. of Experience	SEC 1	SEC 2	BK 2	Para-Educator 1	Para-Educator 2
0	12.16	13.78	15.13	11.66	12.56
1	12.19	13.79	15.16	11.68	12.58
2	12.23	13.85	15.19	11.72	12.61
3	12.44	14.03	15.48	11.91	12.67
4	12.64	14.31	15.74	12.16	12.98
5	12.87	14.59	16.02	12.19	13.27
6	13.07	14.87	16.27		13.53
7	13.28	15.12	16.55		13.64
8	13.50	15.38	16.84		13.87
9	13.68	15.67	17.15		14.15
10	13.92	15.97	17.42		14.66
11	14.11	16.22	17.63		15.60
12	14.88	17.15	18.45		17.00
13	15.23	17.65	18.96		17.54
20		17.75			

**2014-2015**

Yrs. of Experience	SEC 1	SEC 2	BK 2	Para-Educator 1	Para-Educator 2
0	12.16	13.78	15.13	11.66	12.56
1	12.19	13.79	15.16	11.68	12.58
2	12.23	13.85	15.19	11.72	12.61
3	12.44	14.03	15.48	11.91	12.67
4	12.64	14.31	15.74	12.16	12.98
5	12.87	14.59	16.02	12.19	13.27
6	13.07	14.87	16.27		13.53
7	13.28	15.12	16.55		13.64
8	13.50	15.38	16.84		13.87
9	13.68	15.67	17.15		14.15
10	13.92	15.97	17.42		14.66
11	14.11	16.22	17.63		15.60
12	14.88	17.15	18.45		17.00
13	15.23	17.65	18.96		17.54
20		17.75			

**APPENDIX B, cont.**  
**Paraprofessional Wage Grid**

**2015-2016**

Yrs. of Experience	SEC 1	SEC 2	BK 2	Para-Educator 1	Para-Educator 2
0	12.16	13.79	15.14	11.66	12.56
1	12.19	13.80	15.17	11.68	12.58
2	12.23	13.86	15.20	11.72	12.61
3	12.44	14.04	15.49	11.91	12.68
4	12.65	14.32	15.75	12.16	12.99
5	12.88	14.60	16.03	12.19	13.28
6	13.08	14.88	16.28		13.54
7	13.29	15.13	16.56		13.65
8	13.51	15.39	16.85		13.88
9	13.69	15.68	17.16		14.16
10	13.93	15.98	17.43		14.67
11	14.12	16.23	17.64		15.61
12	14.89	17.16	18.46		17.01
13	15.24	17.66	18.97		17.55
20		17.76			

**2016-2017**

Yrs. of Experience	SEC 1	SEC 2	BK 2	Para-Educator 1	Para-Educator 2
0	12.16	13.79	15.14	11.66	12.56
1	12.19	13.80	15.17	11.68	12.58
2	12.23	13.86	15.20	11.72	12.61
3	12.44	14.04	15.49	11.91	12.68
4	12.65	14.32	15.75	12.16	12.99
5	12.88	14.60	16.03	12.19	13.28
6	13.08	14.88	16.28		13.54
7	13.29	15.13	16.56		13.65
8	13.51	15.39	16.85		13.88
9	13.69	15.68	17.16		14.16
10	13.93	15.98	17.43		14.67
11	14.12	16.23	17.64		15.61
12	14.89	17.16	18.46		17.01
13	15.24	17.66	18.97		17.55
20		17.76			

## **SIDEBAR A**

### **Evaluation Procedures Committee**

The Board and the Federation will convene a Joint Labor-Management Committee comprised of three administrators and three union representatives to study evaluation procedures and by December 1, 2013 make recommendations to be presented to the School Board for appropriate action.

## **SIDEBAR B**

### **Intensive Needs Stipend Study Committee**

The Board and Federation will convene a Joint Labor-Management Committee comprised of up to three union representatives and three administrators to study the criteria and method for receiving a stipend for intensive needs of students and by September 1, 2013 make specific proposals to be presented to the Union and the School Board for ratification. In the meantime, Article IX, F shall be revised to incorporate stipends of \$250, \$500, and \$1,000, and of \$100 for summer school, beginning with the 2014 session.

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