

MASTER CONTRACT

**Weare Educational Support Staff
AFT Local 6349, AFT-NH, AFL-CIO**

and

Weare School Board

July 1, 2023 – June 30, 2025

TABLE OF CONTENTS

| | PAGE |
|--|------|
| PREAMBLE | 3 |
| ARTICLE 1 Recognition | 3 |
| ARTICLE 2 Negotiation Procedures | 3 |
| ARTICLE 3 Management Rights | 3 |
| ARTICLE 4 Union Rights | 4 |
| ARTICLE 5 Grievance Procedure | 5 |
| ARTICLE 6 Disciplinary Procedures | 7 |
| ARTICLE 7 Letter of Agreement | 7 |
| ARTICLE 8 Evaluation Procedures | 8 |
| ARTICLE 9 Compensation | 9 |
| ARTICLE 10 Leaves | 11 |
| ARTICLE 11 Dues and Deductions | 13 |
| ARTICLE 12 Reduction in Force | 13 |
| ARTICLE 13 Miscellaneous | 14 |
| ARTICLE 14 Separability | 14 |
| ARTICLE 15 Para II Certification | 15 |
| ARTICLE 16 Labor Management Consultation | 16 |
| ARTICLE 17 Re-Opener | 16 |
| ARTICLE 18 Duration | 16 |
| Appendix A Wage Schedule | 17 |
| Appendix B Dues Deduction Authorization | 18 |

PREAMBLE

The Weare School Board (hereinafter “the School Board”) and the Weare Educational Support Staff, AFT Local #6349, AFT-NH, AFL-CIO (hereinafter “the Union”), hereby enter into the following Agreement.

ARTICLE 1 – RECOGNITION

- 1.1 The School Board recognizes the Weare Educational Support Staff, AFT Local #6349, AFT-NH, AFL-CIO for purposes of collective negotiations according to RSA 273-A as the exclusive representative of all paraprofessionals, employed by the Weare School District, as certified in New Hampshire Public Employee Labor Relations Board Decision No. 2019-127.
- 1.2 Definitions. The following list of terms will be used frequently in this agreement and when they are used they will refer to the definitions described below unless otherwise stipulated:
 1. The term “school” means any work location.
 2. The term “employee” means a person included in the bargaining unit.
 3. The term “Board” means the Weare School Board or any of its agents.
 4. The term “Union” means the Weare Educational Support Staff.

ARTICLE 2 – NEGOTIATION PROCEDURES

- 2.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.
- 2.2 The Union will notify the School Board of its intent to negotiate no later than August 1 of the year before the expiration of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The School Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District; (d) to non-renew employees, and to suspend, demote, discharge, withhold wage increases, or take any other disciplinary action against the employees; (e) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (f) to maintain the efficiency of government operations; (g) to relieve employees from duties because of lack of work or for other reasons; (h) to determine the methods, means and personnel by which operations are to be conducted; (i) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees after having made a

good faith attempt to advertise and fill vacancies for bargaining unit positions; and (j) to take actions as may be necessary to carry out the mission of the District in emergencies.

- 3.2 The School Board may, at its discretion, adopt either a days-based school year or an hours-based school year under N.H. Admin. R. Ed 306.18. The Board shall determine the number of student hours and days per year. In the event the Board decides to transition to a student hours school year, employees will have the opportunity to work the full days of the contract. At least ten days before the end of the student school year, the principal or designee will identify and share the duties expected for those days. At least five days before the end of the student school year, employees will notify the principal or designee whether they intend to work the additional days.
- 3.3 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

ARTICLE 4 – UNION RIGHTS

- 4.1 The Union will have the right to use school buildings, without cost, immediately before and after school for meetings, provided that there is no disruption in school activities. A request for the use of the building will be made to the principal in advance.
- 4.2 The Union may use school equipment (e.g., computers and copy machines) for Union activities, provided advance notice is given to the building principal and such equipment is not otherwise in use. However, the Union will reimburse the District for the cost of expendable material.
- 4.3 Designated representatives of the Union shall be allowed to utilize District telephones, mailboxes and email, provided that there is no disruption of school activities. All materials placed in mailboxes or an email by Union representatives shall bear the name of the Union. The Union acknowledges that the District may review e-mail communications, and that any communications through the District e-mail system accordingly are not private or confidential.
- 4.4 The Union shall be given thirty (30) minutes at the beginning of the work year for paraeducators. Also, the Union will be given thirty (30) minutes at the new paraeducator orientation day prior to the start of the school year to explain Union activities to paraeducators.
- 4.5 The SAU shall promptly notify the Union of the name, position and rate of pay for all newly hired employees within thirty days of the date of hire or at the start of the school year, whichever comes first. The SAU shall promptly notify the Union of all terminations and transfers/changes in assignments within thirty days of said changes, or at the start of the school year, whichever comes first.

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.1 A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone; (5) a complaint concerning evaluation of an employee's performance; (6) any matter listed in Article 3; (7) expiration of a letter of agreement, severance with 10 work days' notice and expiration of an assignment; and (8) any matter which this Agreement states shall not be subject to the grievance process.
- 5.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within thirty (30) days of its occurrence.
- A. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.
- B. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.
- 5.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her building principal.
- 5.4 Formal Procedure:
- A. Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the principal. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The principal may communicate his/her decision to the employee in writing within five (5) days of receipt of the written grievance.
- B. Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the superintendent within five (5) days after receipt of the principal's decision or, if none, no later than five (5) days after the deadline for the principal's written decision. The appeal to the superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The superintendent may communicate his/her decision in writing to the employee within twenty (20) days after receipt of the appeal to the superintendent.
- C. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the grievance may be appealed to the School Board within five (5) days after receipt of the

superintendent's decision or, if none, no later than five (5) days after the deadline for the superintendent's written decision. The appeal to the Board shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance and the decisions at Steps 1 and 2. The Board may communicate its decision in writing to the employee within thirty (30) days after receipt of the appeal to the Board.

- D. Step 4 (Arbitration): If the grievance is not resolved to the employee's satisfaction at Step 3, the employee shall notify the Union within five (5) days of receipt of the Board's decision or, if none, within five (5) days after the deadline for the Board's written decision. If the Union determines that the matter should be arbitrated, it shall so advise the superintendent in writing within ten (10) days of receipt of the grievant's request.

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

- A. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Union and the superintendent rosters of persons qualified to function as an arbitrator.
- B. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.
- C. The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Union.

5.6 The arbitrator's decision shall be final and binding. The arbitrator shall issue his decision to the District and the Union within 30 days after the close of the arbitrator's hearing.

5.7 For purposes of Article 5, "days" shall mean school days, except that during summer school vacation, days shall mean Mondays through Fridays excluding holidays.

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

5.9 A Union representative may be present with the grievant at all formal steps of the grievance process if requested by the grievant.

ARTICLE 6 – DISCIPLINARY PROCEDURES

- 6.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.
- 6.2 Expiration of a letter of agreement, severance with 14 calendar days' notice per Section 7.1, expiration of an assignment and reduction-in-force shall not constitute discipline and shall not be subject to the grievance procedure.
- 6.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.
- 6.4 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.
- 6.5 Complaints about an employee that are found not to be substantiated shall not be placed in the employee's personnel file. Employees shall be notified promptly about any complaint(s) which may be made against the employee, performance issues or other work related issues. Unfounded concerns or complaints shall not be deemed the basis for taking adverse action against an employee and shall not be placed in the employee's personnel file.

ARTICLE 7 – LETTER OF AGREEMENT

- 7.1 The District shall provide by June 1st of each year, for continuing employees only, a letter of agreement to reemploy, including the expected position, expected rate of pay, expected hours per day, and expected days per year. Such letter of agreement will specify that the School District may end the employment of the individual holding that position by providing 14 calendar days written notice. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.
- 7.2 Supervisors will solicit input, prior to the end of the school year, from employees regarding the employee's current and future assignments. Assignments are based on student needs and change when student needs change. Original assignments, including differentials, will be assigned by the first day of school based on student need. Notwithstanding any other provision in this Agreement, an employee may be assigned and re-assigned to any position at any time at the discretion of the superintendent or his/her designee, provided the employee is consulted and the Superintendent or his/her designee determines that the assignment/reassignment is in the best interests of the School District. This includes, but is not limited to, assignment and reassignment between buildings, grades, students, and regular or special education. Supervisors will provide as much notice as possible about any change of assignment. Differentials will be paid for one paycheck beyond the change in assignment.
- 7.3 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by June 15th. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

- 7.4 Once an employee returns a letter of agreement by June 15th, should a change in the expected terms of employment be contemplated by the District, the employee shall be consulted prior to any change being made.
- 7.5 Each employee shall be provided with a copy of his/her job description. Upon revision of a job description, the employee and the Union shall be provided with an updated copy prior to the revised job description taking effect.
- 7.6 Each year for those individuals whose employment commences at the start of the school year, the work days shall include two (2) non-instructional days, which shall be prior to the first instructional day for students on the same day(s) as the SAU meeting and/or building meetings. New hires shall also attend an additional non-instructional day, for a total of three (3) days prior to the start of the school year, for the express purpose of orientation. The Union will be provided an opportunity for input into the orientation agenda.
- 7.7 In the event of a canceled school day which is not made up by the District, the employees shall suffer no loss in pay. Also, in the event of a late start or early release day, employees shall suffer no loss in pay. When an unplanned delayed opening of school or an unplanned early release from school occurs (e.g. due to weather conditions), employees shall be paid for the hours lost as a result of the unplanned delayed opening or unplanned early release. If the District is in remote mode, paraeducators will be able to perform their duties remotely.
- 7.8 The normal workday for paraeducators shall be defined as seven and a quarter (7.25) consecutive hours. It is agreed by the parties that on occasion there may be the need for a part-time position to address unique student needs but a work day of less than seven and a quarter (7.25) hours per day should be considered the exception and not the rule for the seven and a quarter (7.25) hour work day. Except in emergencies, employees shall receive an uninterrupted and duty-free paid lunch of at least 25 minutes each day.

ARTICLE 8 – EVALUATION PROCEDURES

- 8.1 Supervision of employees is the responsibility of each principal.
- 8.2 Each principal or his/her designee is responsible for evaluating the support staff who work in that principal's building. The principal or designee shall make a written annual evaluation report to the superintendent concerning each employee in his/her building. In the event of a concern about an employee's performance, said concern shall be brought promptly to the attention of the employee.
- 8.3 A copy of the annual evaluation report shall be given to the employee, and the employee shall be given an opportunity to discuss the evaluation report with the principal.
- 8.4 The employee's signature on the evaluation report shall not necessarily indicate the employee's agreement with the contents of the evaluation report. The employee shall have the right to

make a written reply to the evaluation report, and any such reply shall be attached to the evaluation report.

- 8.5 In the event any deficiency or area of improvement is noted on the employee's evaluation plan, the employee and administrator will meet to review together a plan developed by the Administrator for the employee's improvement for the upcoming year. The employee shall be provided a reasonable opportunity to provide input and make recommendations on the improvement plan. The employee is entitled to have a Union Representative attend these meetings.
- 8.6 All paraeducators shall be trained in content related to their positions. All training shall occur during the normal workday at District expense. Members of the bargaining unit who are required to work more days than were originally contracted for shall be compensated at their regular hourly wage. Any overtime compensation shall be awarded as per Federal or NH labor laws.

ARTICLE 9 – COMPENSATION

- 9.1.1 Employees shall be paid wage rates in accordance with the wage schedules that are attached in Appendix A effective July 1, 2023 and in accordance with the employee placement spreadsheet reviewed as part of the tentative agreement effective July 1, 2023 as reflected on Appendix A.
- 9.1.2 Generally, no new employee shall be placed at a higher step on the wage schedule than the highest step for current employees who have equivalent experience. However, exceptions may be made if the Superintendent determines that there is an unavailability of qualified candidates at the otherwise applicable wage rate, or that the candidate should receive extra credit for prior relevant experience.
- 9.1.3 An employee who actually worked more than 50 percent of the work days for the employee's position during the prior year shall receive credit for one full year of experience.
- 9.1.4 An employee who works more than 50 percent of the work days for the employee's position per Section 9.1.3 will advance one step on the wage schedule annually. However, an employee may be held at step if the Superintendent concludes that the employee's performance was unsatisfactory during the prior year. An employee may appeal the Superintendent's decision to hold him/her at step to the School Board.
- 9.1.5 In addition to the wage rates in Appendix A, paraeducators who are designated in their letters of agreement or during the course of the year to provide intense care such as feeding, toileting, and/or ongoing supervision requiring repeated intensive physical interventions shall receive \$1.00 per hour differential. Differentials are designated based on the high needs duties assigned. A paraeducator receiving a differential may work with more than one student. Paraeducators who are certified as Licensed Nursing Assistants (LNAs) and Registered Behavior Technicians (RBTs), and maintain such certification/licensure shall be placed on the LNA/RBT track in Appendix A do not also receive a differential. An employee must hold the position of LNA/RBT/Health Assistant to be paid on the LNA/RBT/Health Assistant pay scale.

- 9.1.6 In addition to the wage rates in Appendix A, employees who have completed 10 or more consecutive years of service to the School District shall receive annual longevity as follows:

Effective July 1, 2023:

In the Year After Completing, the Employee Will Receive

| | |
|--|---------|
| 10-15 consecutive years of service | \$1,000 |
| 16-20 consecutive years of service | \$1,500 |
| 21-25 consecutive years of service | \$2,000 |
| 26-30 consecutive years of service | \$2,500 |
| More than 30 years of consecutive years of service | \$3,000 |

Longevity will be paid in a separate, lump sum payment on or before December 1st each year based on years of service completed on November 1st of that year.

Notwithstanding the consecutive years requirement, for those employees who were employed by the School District during the 2006-07 school year, the years of service required to receive this benefit may be either consecutive or non-consecutive years of service. Each year that an employee actually works at least 634 hours in a position in this bargaining unit shall be deemed to be a year of service for purposes of this benefit.

- 9.1.7 Holidays. Effective July 1, 2024 all bargaining unit employees shall receive Thanksgiving Day, Christmas Day, New Year's Day, Civil Rights Day, and Labor Day as paid holidays. The employee shall be paid an amount equal to their normal daily rate of pay for each holiday.
- 9.2 When an employee is assigned to substitute for a teacher for less than fifty (50) minutes, the employee shall receive no compensation in addition to his/her regular wages. When an employee is assigned to substitute for a teacher for fifty (50) minutes or more the employee shall receive his/her regular wages or the substitute teacher per diem, whichever is greater, plus an additional \$50.00. When an employee is covering for a paraeducator who receives the additional \$1.00/hour intensive needs pay per Section 9.1.5, the covering paraeducator shall receive the \$1.00 per hour for all time worked in excess of fifty (50) minutes.
- 9.3 When an employee actually works more than 40 hours in one week, the District and the employee may mutually agree in advance in writing for the employee to receive compensatory time off in lieu of overtime pay.
- 9.4 Subject to the insurance carrier's permission, employees may purchase health insurance at their own expense at a rate required by state or federal law in any health plan offered by the Weare School Board.
- 9.5 Employees who work at least 35 hours per week and at least 183 days per year shall be eligible to participate in the District's Flexible Spending Account (FSA). The District's annual contribution to the FSA per employee shall be \$500.00. Employees may also contribute to this account and will receive information regarding the approved uses of this account.
- 9.6 Subject to the insurance carrier's permission employees shall be permitted to purchase at their own expense the same dental plan (single, two-person or family) being offered to the teachers.

- 9.7 Employees under agreement in the 2013-2014 school year shall receive an annual check of \$300.00 with the paycheck prior to Thanksgiving Day. This payment is intended to replace the reduction of the District's contribution to the Health Care Reimbursement Plan.
- 9.8 Employees who work at least 35 hours per week and at least 183 days per year shall receive an annual check of \$200 with the paycheck prior to Thanksgiving Day. This payment is intended to defray health insurance costs.
- 9.9 Retirement Benefit: Employees who have reached the age of 55 and have at least 15 years of service to the Weare School District will receive a retirement benefit as follows:
- | | |
|------------------------------------|------------|
| 15-19 consecutive years of service | \$2,000.00 |
| 20+ consecutive years of service | \$5,000.00 |
- 9.10 Paraeducators will be required to attend and be compensated at their regular rate of pay for two (2) hours of paraeducator meetings per month and one (1) hour for the extended staff meeting.

ARTICLE 10 – LEAVES

- 10.1 Sick Leave: Employees who work at least 35 hours per week and at least 183 days per year shall earn 1 (one) paid sick day per month (10 days per full school year), up to a maximum accrual of 90 days. Sick leave for other employees shall be prorated in accordance with the number of hours and days worked. Sick days may be used for the illness of the employee's spouse, parent or child. Sick leave may also be utilized at the employee's discretion for any FMLA purpose [even if the employee is not eligible for FMLA] or any other purpose as may be approved at the discretion of the Superintendent.

Upon termination of employment, having completed at least ten (10) years of service with the District, an employee shall receive \$20 per day for their unused sick leave. An employee having completed twenty (20) years of service with the District shall receive \$45 per day for their unused sick leave.

- 10.1.2 A sick leave bank shall be created for use by the members of the bargaining unit under the following conditions:
- a) The sick leave bank is established and maintained by each bargaining unit member's voluntary donation of one (1) of his/her sick leave days, for which that member is eligible, during the contribution period of October of each year.
 - b) To become eligible for benefits from the bank the bargaining unit member must have contributed to the bank during the past twelve months prior to date of application. The bargaining unit member must have exhausted all of his/her accumulated sick leave and provided evidence of their medical disability, requiring exhaustion of all leave options.
 - c) No member may draw more than fifty (50) days in any school year. In any case, the member shall be provided with only enough sick leave bank days to fulfill his/her 90-day waiting period for long term disability.

- d) If during the school year the Sick Leave Bank falls below 20 days, any bargaining unit member may contribute one additional day to the Bank.
- e) Unused days will accrue from one school year to the next, to a maximum of 120 days. When this level is reached no additional contributions to the pool are permitted.
- f) The Union shall appoint two members and the District shall appoint one member to administer the Sick Leave Bank.

10.2 Personal Leave:

10.2.1 Employees who work at least 35 hours per week and at least 183 days per year may use up to three (3) days per calendar year as paid personal leave.

10.2.2 Employees who work less than 35 hours per week and less than 183 days per year may use up to two (2) days per calendar year as paid personal leave.

10.2.3 Personal leave may be taken for urgent personal business that cannot be conducted outside school hours, subject to the principal's approval. Personal leave may not be used for recreation. The employee shall provide at least 48 hours advance notice to the principal of the need to take personal leave, except in emergencies.

10.2.4 Personal leave may not be accumulated and carried over year-to-year.

10.3 Union Leave: The president of the Union or his/her designee(s) shall be granted a total of twenty-eight (28) hours of paid leave for the bargaining unit per year to be used for Union business. These days can be used in half day increments. The principal shall receive at least 48 hours advance notice of the need to take such leave, except in emergencies.

10.4 Bereavement Leave: An employee will be granted up to 4 days of paid bereavement leave per occurrence in the event that a member of the employee's immediate family dies. "Immediate family" means spouse, child, sibling, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandparent or step-equivalent. Additional days of paid bereavement leave may be granted at the discretion of the Superintendent or his/her designee.

10.5 Professional Development Leave: Subject to the prior approval of the Principal and the Superintendent, paid leave may be granted for an employee to attend a workshop, conference or training session that is related to the employee's position.

10.6 Jury and Military Leaves: For a maximum of two weeks, an employee who is called to serve jury duty or military duty that cannot be postponed or deferred will be paid the difference between his/her pay for such service and the amount that the employee would have earned from the School District based upon the employee's usual hours. Satisfactory evidence of the service and the amount paid for the service must be provided to the Principal.

10.7 Unpaid Leave: Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the superintendent. The Superintendent's decision shall not be subject to the provisions of the grievance procedure.

- 10.8 Medical Leave: All support staff employees, full or part-time, shall have the right to receive 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.

ARTICLE 11 – DUES AND DEDUCTIONS

- 11.1 Upon individual written authorization by an employee who is a member of the Union, the District agrees to deduct from the pay of such employee the current Union dues, as certified to the District by the Treasurer of the Union. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. The District shall forward the amount so collected to the Union at least once per month. An employee's written authorization shall continue in effect each year until the Superintendent or his/her designee and the Union receive written notification between June 1st and June 30th in any year that the employee is rescinding previous authorization for such deductions.
- 11.2 Should there be a dispute between an employee and the Union over the matter of deductions, the Union agrees to defend, indemnify and hold harmless the District in any such dispute.
- 11.3 The dues deduction authorization form is attached hereto as Appendix B.

ARTICLE 12 – REDUCTION IN FORCE

- 12.1 The Board and administration shall have the authority to determine the number and qualifications of employees.
- 12.2 In the event the Board and administration determine that it is necessary to conduct a reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary layoffs.
- 12.3 If further reduction in force is necessary, the administration shall choose employees for layoff based upon assessment of the employee's ability, qualifications, experience and performance. If all these factors are relatively equal in the judgment of the Superintendent or his/her designee, the employee(s) with the least seniority within classification shall be laid off first.

- 12.4 “Seniority” shall be calculated from the date that an employee commenced his/her current term of continuous employment by the School District in a position in this bargaining unit.
- 12.5 Recall: Recall of employees in the bargaining unit who are laid off shall be made on the basis of greatest seniority within classification. An employee laid off in accordance with section 12.3 above may be offered any vacant position for which he/she is qualified within his/her classification. The right to recall shall terminate 15 months following the last date of work.

ARTICLE 13 – MISCELLANEOUS

- 13.1 A copy of this Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board after it is approved by the School District’s legislative body and signed by representatives of the Board and the Union.
- 13.2 An employee may review and make copies of documents in his/her personnel file during regular business hours with at least one business day of advance notice to the Superintendent or his/her designee. The employee may, if he/she wishes, have a representative of the Union accompany him/her during review of the personnel file. An employee may respond in writing to material contained in his/her personnel file, and such response shall be made part of the file.
- 13.3 Employees shall not be required to use personal equipment on school premises.
- 13.4 When a position in this bargaining unit is vacant, the Superintendent or his/her designee will post notice of the vacancy in each school. The posted notice will include the job title and a general description of requirements for the position. Posted notices of vacancies shall remain on display for at least five (5) calendar days. Current employees who apply to transfer to a posted position shall be given an opportunity to interview for the vacancy if they are qualified for the position and to apply in accordance with the terms of a posting shall be considered.
- 13.5 Employees shall not be responsible for arranging for their own coverage when they are on an excused absence or attending to other required responsibilities such as field trips.
- 13.6 No employee shall be required to dispense or administer medication unless it is part of the employee’s job description and the employee has received the necessary training to do so. The costs associated with receiving such training shall be borne by the School District.

ARTICLE 14 – SEPARABILITY

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

ARTICLE 15 – PARA II CERTIFICATION

- 15.1 In an effort to give all currently employed non-certified paraeducators the opportunity to become certified with no out of pocket costs, the District agrees to provide professional development on-site at the school or SAU 24 office to help prepare paraeducators for Para II certification. It is the expectation that those paraeducators who are placed on the Paraeducator II pay scale shall maintain their NH DOE Para II certification by completing fifty (50) professional development hours every three (years). In the event an employee placed on the track allows the certification to lapse, the employee shall within three (3) months of the lapse of said certification, excluding July and August, shall be required to complete the requirements outlined above to secure Para II certification in order to remain on the Para II pay scale. Further, it is the expectation that LNA's and Registered Behavior Technicians shall also be required to maintain certification and licensing in order to remain on the LNA/RBT/Health Assistant pay scale. If for any reason the certification or license shall lapse, the employee shall be required to restore their certification within three (3) months to remain on the LNA/RBT/Health Assistant pay scale. An employee must hold the position of LNA/RBT/Health Assistant to be paid on the LNA/RBT/Health Assistant pay scale.
- 15.2 The work year for paraeducators will be extended to 183 days to include two days before the school year begins and Common Day Workshop. Administrators will provide training appropriate for paraeducators at Common Day Workshop and at professional development Early Release Days. New hires shall also attend an additional non-instructional day, for a total of three (3) days prior to the start of the school year, for the express purpose of orientation.
- 15.3 In an effort to give all currently employed non-certified paraeducators the opportunity to become certified, the District agrees to provide professional development on-site at the school or SAU 24 office to help prepare paraeducators for Para II certification. The District agrees to pay the fee charged by ETS for the Parapro Assessment for any paraeducators employed during the school year. For employees who do not earn passing scores, the District agrees to pay for the fee charged by ETS for a second Parapro Assessment during any given school year, after the employee has demonstrated that he/she has taken steps to prepare for the assessment. Employees may take two (2) Parapro practice exams or take the SAUniversity test prep workshop to demonstrate preparation.
- A formal assessment is required by the State of New Hampshire for any candidate for certification who does not possess an Associate's degree or two years of successful course work at the college level. The District will support the employee in the certification process. Certification fees must be paid directly to the State of New Hampshire by the employee.
- 15.4 All non-certified paraeducators will be paid \$14.50. Upon hiring, employees will have until December 1, (or three months) of their first year to earn their Para II certification to be eligible for their rate on the Para II track to be paid retroactively from their date of hire. Upon receipt of Para II certification at the SAU, employees will be moved to the Para II track for the next bi-weekly pay period.
- 15.6 Availability of training for specialized positions (such as RBT/LNA/Health Assistant) shall be advertised to Para II certified employees and shall be open by application to the principal. Cost of training and certification shall be borne by the District.

ARTICLE 16 – LABOR MANAGEMENT CONSULTATION

- 16.1 In an effort to address matters that have an impact on the operation of the Weare School District and the paraeducators, either party to this agreement may request a consultation to address issues including but not limited to paraeducator performance evaluations, employee input over assignments, Paraeducator II certification, assignment, nature and distribution of duties and student drop-off/ pick-up. Each party may designate up to three (3) individuals to participate in the consultation with the three (3) individuals for the Union being union officers and/or their designees. The Staff Representative from the AFT-NH shall be permitted to attend these sessions provided notice is given to the other side. The District may also invite an additional resource person with notice to the other side. These consultations are not intended for the purpose of addressing grievances. These sessions shall occur at least quarterly and the parties shall jointly prepare an agenda in advance for each session.

ARTICLE 17 – RE-OPENER

- 17.1 In an effort to increase health insurance coverage, the Board may request to reopen negotiations on health insurance and article 9.7.

ARTICLE 18 – DURATION

- 18.1 This Agreement shall be in full force and effect from July 1, 2023 through June 30, 2025.

AGREED to by and between the parties, as evidenced by the signatures of their duly authorized representatives, set forth below this 18, day of April, 2023.

- 18.2 The Union agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution.
- 18.3 It is understood should the terms of a new collective bargaining agreement be rejected by the voters, all terms and conditions contained herein remain status quo except that no steps shall be granted, unless otherwise be required by law.

For the Weare Educational Support Staff
AFT Local #6349, AFT-NH, AFL-CIO

Amy Porter

For the Weare School Board

Christine E. Heath

APPENDIX A – WAGE SCHEDULE

2023-24

| Step | Para I | Para II | LNA/RBT/ Health Asst. |
|------|---------|---------|--------------------------|
| 0 | \$14.50 | \$16.00 | |
| 1 | \$14.50 | \$16.48 | \$19.26 |
| 2 | \$14.50 | \$16.97 | \$19.84 |
| 3 | \$14.50 | \$17.48 | \$20.43 |
| 4 | \$14.50 | \$18.01 | \$21.05 |
| 5 | \$14.50 | \$18.55 | \$21.58 |
| 6 | \$14.50 | \$19.10 | \$22.33 |
| 7 | \$14.50 | \$19.68 | \$23.00 |
| 8 | \$14.50 | \$20.27 | \$23.69 |
| 9 | \$14.50 | \$20.88 | \$24.40 |
| 10 | \$14.50 | \$21.50 | \$25.13 |
| 11 | \$14.50 | \$22.50 | \$26.13 |

2024-25

| Step | Para I | Para II | LNA/RBT/ Health Asst. |
|------|---------|---------|--------------------------|
| 0 | \$14.50 | \$16.00 | |
| 1 | \$14.50 | \$16.48 | \$19.26 |
| 2 | \$14.50 | \$16.97 | \$19.84 |
| 3 | \$14.50 | \$17.48 | \$20.43 |
| 4 | \$14.50 | \$18.01 | \$21.05 |
| 5 | \$14.50 | \$18.55 | \$21.58 |
| 6 | \$14.50 | \$19.10 | \$22.33 |
| 7 | \$14.50 | \$19.68 | \$23.00 |
| 8 | \$14.50 | \$20.27 | \$23.69 |
| 9 | \$14.50 | \$20.88 | \$24.40 |
| 10 | \$14.50 | \$21.50 | \$25.13 |
| 11 | \$14.50 | \$22.50 | \$26.13 |
| 12 | \$14.50 | \$23.50 | \$27.13 |

APPENDIX B – DUES DEDUCTION AUTHORIZATION

Effective _____, I hereby request and authorize you to deduct union dues in the amount established by the Weare Educational Support Staff, AFT Local #6349, AFT-NH, AFL-CIO in equal gross installments. The amount shall be paid to the TREASURER of the Weare Educational Support Staff, AFT Local #6349, AFT-NH, AFL-CIO and represents payment for my union dues. I understand that I may rescind this authorization by written notice to the Union and the Superintendent of Schools or his/her designee between June 1 and June 15th of any year.

NAME: _____ DATE: _____
(Print)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOME PHONE: _____

POSITION: _____

SCHOOL: _____

EMAIL: _____

SIGNATURE: _____ DATE: _____

**Weare Educational Support Staff
AFT #6349, AFT-NH, AFL-CIO
and
Weare School Board**

MEMORANDUM OF UNDERSTANDING
(Article VII Section 7.8 - Work Day)

Whereas the Weare School District has decided to extend the student instructional day;

Whereas the parties, the Weare Educational Support Staff and the Weare School Board have discussed the impact on the work day for paraeducators per Article 7.8;

Whereas the parties had agreed to add fifteen (15 minutes) to the paraeducator working day in the 2023-25 contract to allow time for paraeducators to complete paperwork, collaborate with teachers, and complete other responsibilities related to their position;

Whereas it is necessary to add another fifteen (15) minutes to the work day in Article 7.8;

Therefore, Article 7.8 shall be modified as follows effective with the 2024-25 contract year:

7.8 The normal workday for paraeducators shall be defined as seven and a half (7.5) consecutive hours. It is agreed by the parties that on occasion there may be the need for a part-time position to address unique student needs but a work day of less than seven and a half (7.5) hours per day should be considered the exception and not the rule for the seven and a half (7.5) hour work day. Except in emergencies, employees shall receive an uninterrupted and duty-free paid lunch of at least 25 minutes each day.

This Memorandum of Understanding shall remain in full force and effect for the duration of the current contract and until a successor agreement is negotiated.

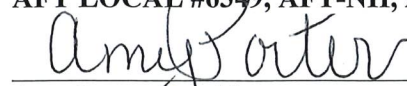
IN WITNESS WHEREOF, the parties have entered into and executed this Memorandum of Understanding on this 21st day of May, 2024 by and between the Weare Educational Support Staff, AFT #6349, AFT-NH, AFL-CIO and Weare School Board.

WEARE SCHOOL BOARD


Christine Heath, Chairperson

5/21/24
Date

**WEARE EDUCATIONAL SUPPORT STAFF
AFT LOCAL #6349, AFT-NH, AFL-CIO**


Amy Porter, President

5/17/24
Date