

SAU #21 SCHOOL BOARDS' COLLECTIVE BARGAINING PROPOSAL
TO SEACOAST EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

September 6, 2023

The School Boards make the following tentative agreement with the Association. The tentative agreement calls for no changes to the parties' 2020-24 collective bargaining agreement, except for those provisions that are expressly referenced herein. Items in bold are to be added and items struck-through are to be deleted.

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ARTICLE II - NEGOTIATIONS PROCEDURE:

Amend Section 2-A (Procedure).

A. PROCEDURE

Not later than **September 1st** ~~October 1st~~, the parties agree to enter into negotiations in accordance with RSA 273-A in a good-faith effort to reach agreement on all matters concerning salaries, fringe benefits and working conditions. Any agreement reached shall be reduced to writing and signed by the representatives of the Hampton Falls, North Hampton, Seabrook, South Hampton, and Winnacunnet School Boards and Association.

Add Section 2-D (Bargaining Unit Information).

D. BARGAINING UNIT INFORMATION

The Parties agree that the District shall provide the President of the Association the following information electronically in Excel format for each bargaining unit member within 14 days upon request. Employee name, date of hire, position, work location, classification, salary schedule step, Full or part time status, number of annually paid hours, wage rate, stipends and work e-mail address.

Furthermore, the parties agree that during negotiation years that the information provided shall include information pertaining to individual bargaining unit employees elected insurance plans (e.g. Single, 2p, Family), the total cost of each plan and the total amount each employee is responsible for monthly and annually for the plan elected. The Association agrees that the School District will be held harmless for providing the information outlined above.

ARTICLE VII – EMPLOYMENT STATUS:

Amend Section 7-A and 7-B (Full-Time and Part-Time Employment Status).

A. FULL-TIME - ~~35~~ 30 hours or more per week

Any employee hired to work ~~35~~ **30** hours or more per week for the school year **shall be considered full time school year employees. Such e**Employee will be eligible for **all rights, benefits, and protections outlined in this agreement.** ~~bereavement leave, sick leave, longevity, professional development, life insurance, health and dental insurance per negotiated agreement, enrollment in the NH Retirement System, long term disability per negotiated agreement, paid holidays as set forth in Article 10, Section F, and a paid duty free lunch period as stated in Article VI B.~~

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One exception to this rule, shall be as it relates to the NH Retirement System. The parties recognize that the District is not required to enroll full-time employees in this unit in the NHRS, unless an employee is working thirty-five (35) hours or more a week.

B. PART-TIME

Any employee hired to work less than thirty (30) hours per week shall be considered part-time. Part-time employees shall be entitled to the same benefits as the other employees, prorated in accordance with time worked (e.g., an employee working half time shall be entitled to half of whatever benefits are afforded to full-time employees in this unit, unless specifically stated otherwise within a benefits article in this Agreement.

~~1.) 15-24.9 hours per week — Any employee working 15-24.9 hours per week will be eligible for bereavement leave, longevity, and professional development. A paid, duty free lunch period of at least twenty (20) minutes shall be provided if the day's work period is a minimum of five hours.~~

~~2.) 25-29.9 hours per week — Any employee working 25-29.9 hours per week will be eligible for bereavement leave, longevity, professional development, long term disability per the negotiated agreement. A paid, duty free lunch period of at least twenty (20) minutes shall be provided if the day's work period is a minimum of five hours. Sick leave will be granted per Article X, Section A.~~

~~3.) 30-34.9 hours per week — An employee working 30-34.9 hours per week will be eligible for bereavement leave, sick leave, longevity, professional development, paid holidays as set forth in Article 10, Section F, health insurance, life insurance, long term disability per the negotiated agreement. A paid, duty free lunch period of at least twenty (20) minutes shall be provided if the day's work period is a minimum of five hours.~~

Amend Section 7-E (Discipline).

***Move to Section IV-E Employee Rights (Discipline)**

A. DISCIPLINE:

No employee shall be disciplined, suspended, or reduced in rank or compensation without just cause. All disciplinary action shall be progressive in nature and shall be consistent with the infraction for which disciplinary action is being applied. An employee called to a meeting at which disciplinary action ~~against an employee~~ is contemplated, may upon their ~~employee's~~ request, have an Association Representative and shall be given the opportunity to contact such a representative. **Every reasonable effort will be made to provide employees notice of at least twenty-four hours in advance of a**

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disciplinary meeting of the nature of the meeting and alleged infraction to be addressed. This will afford the employee time to consult with a representative if they so desire. All suspensions and ~~discharges~~ **terminations** must be stated in writing with the reasons **for the discipline being issued** stated and a copy given to the employee at the time of suspension or ~~discharge~~ **termination.**

ARTICLE VIII – VACANCIES, TRANSFERS AND PROMOTIONS:

Amend Section 8-A (Posting)

A. POSTING

A vacancy shall be defined as a newly created position, a present position that is not filled, or a part-time position that is changed to a full-time position. All vacancies shall be posted **electronically** ~~in a conspicuous place in each building of the District and in the SAU #21 Office~~ for a period of fourteen (14) calendar days. Job postings during the school year and summer shall be e-mailed to the Association President when posted.

Amend Section 8-B (Application).

B. APPLICATION

Interested employees may apply in writing to the Superintendent, or designee, within the fourteen (14) day posting period **via email**. The Board shall post vacancy notices **electronically** ~~in the SAU building~~ during the summer.

ARTICLE IX – WORK DUTIES AND COMPENSATION

Amend Section 9-B (Substitute Teachers)

B. SUBSTITUTE TEACHERS

Any employee who substitutes for a teacher for half a teacher's day **shall receive \$30.00 in addition to their regular hourly pay. Any employee who substitutes for a Teacher for a full day, shall receive \$50.00 in addition to their regular pay for the day.** ~~or more in any day will be paid the substitute rate for those hours, if higher, instead of the regular hourly rate. Those employees who make any more than the current substitute teacher pay will receive an additional \$30.00 per day.~~

Amend Section 9-C:a:

C. HEALTH INSURANCE

a. Full-Time employees and part time employees who work 30-34.9 hours per week

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The District shall provide coverage to full-time ~~and part-time~~ employees ~~who work 30-34.9 hours per week the Anthem MTBSOS ABNE SOS~~ Plan with RX Plan (R10/25/40M10/40/70). The percentage of the premium paid by the Board for single medical insurance coverage for full time and part time employees who work 30-34.9 hours per week is ~~0% in 2020-21, 40% in 2021-22, 60% in 2022-23, and 80% in 2023-24~~ **2024-25 and 2025-26. The percentage of the premium paid by the Board for single or two person medical insurance coverage for full time employees is 80% in 2026-27. The percentage of the premium paid by the Board for single or two person or family medical insurance coverage for full time employees is 80% in 2027-28.** The employee's yearly cost of the plan shall be prorated equally across twenty-one (21) bi-weekly pay periods. All new employees eligible for insurance will be on a sixty (60) day (calendar) probation period before insurance is provided. The Board agrees, to the extent allowed by the insurance carrier, to enable employees who are part time to enroll in the medical plan available to the Association by paying the full cost of the plan.

Any 35 hour full-time employees who opted into health insurance in 2019-20 will be grandfathered to participate in the ~~Anthem HMO, MTB~~ **ABNE HMO** Plan with RX Plan (R10/25/40M10/40/70) or the ~~Anthem MTBSOS ABNE SOS~~ Plan with RX Plan (R10/25/40M10/40/70). The percentage of the premium paid by the Board for single, two person or family medical insurance coverage for grandfathered full time employees is 85%. A grandfathered full time employee who does not take health insurance and provides proof of coverage by alternative insurance, for the employee and others for whom the employee expects to claim a personal exemption deduction, from another source that provides minimum essential coverage (other than in the individual market), will receive \$1,000 for single membership eligibility, \$1,250 for two person membership eligibility and \$1,500 for family membership eligibility.

~~If the excise tax under the Affordable Care Act (currently 26 U.S.C. § 49B01) is still in effect to be assessed after January 1, 2022, then the parties agree to reopen negotiations on or about July 1, 2021. The purpose and scope of these negotiations shall be limited to health insurance and salaries in order to avoid excise tax under the Affordable Care Act. If the parties do not reach agreement in the reopened negotiations, the Boards may change the Anthem HMO, MTB plan to a less costly HMO plan to avoid excise tax under the Affordable Care Act. If during the course of the reopened negotiations or after their conclusion, the implementation of the excise tax is delayed beyond expiration of this Agreement or is repealed, then the Association and~~

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~~the Boards agree to revert to the contract language in place prior to July 1, 2021.~~

Amend Section 9-E:

E. DENTAL INSURANCE

The Board shall provide 75% of the premium payment for a single membership or 50% of the premium payment for two person/family membership in **NE Delta Option 1S** or its equivalent ~~a dental insurance program providing benefits equivalent to those in place as of September 1986.~~ This dental benefit shall be provided to all employees working **35 hours per week full time**. All new employees eligible for insurance will be on a 60 day (calendar) probation period before insurance is provided.

The employee's yearly cost of the plan shall be prorated equally across twenty-one (21) bi-weekly pay periods.

Amend Section 9-E:

F. LONG TERM DISABILITY

The Board shall provide to full time employees ~~and part time employees as stated in the negotiated agreement,~~ a long term disability policy at 100% cost to the Employer. **Part time employees are not entitled to a prorated long term disability policy.** The benefit will provide 60% of an employee's salary, upon a 90 day waiting period and an approved claim. All new employees eligible for insurance will be on a 60 day (calendar) probation period before insurance is provided.

Amend Section 9-H:

H. PROFESSIONAL DEVELOPMENT

Each employee is eligible to receive up to ~~\$600.00~~ **\$1,000.00** per year toward approved professional development activities. The Employee shall have the option to participate in professional development and education either on line, at an ~~institutional~~ **institution** of higher education or participate in an already scheduled teacher professional development day if the subject matter is relevant to paraprofessional work and is consistent with the goals of the School Board and approval by the Superintendent. Each local School District shall pay the employee their contracted hourly wage if the employee is attending the already scheduled teacher professional day at the school, or reimburse the tuition for approved course(s)/professional development up to ~~\$600.00~~ **\$1,000.00** upon completion. The Superintendent or his or her designee must approve the course(s)/professional development in advance of enrollment. Employees earning credit during the spring and summer shall be reimbursed in September only if they continue in the employ of the District and in the event the course is graded and evidence of a grade of "B" or better has reached the Superintendent by September 15th. After

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September 15th, payment will be made within thirty (30) days of receipt of such evidence. Employees earning credit during the fall shall be reimbursed within forty-five (45) days of submission of evidence of receiving a grade of “B” or better to the Superintendent.

Add new section 9-J: RBT Differential:

J. RBT DIFFERENTIAL

Child Specific paraeducators whose assignments include working with a child with severe behaviors and/or disabilities, shall receive an RBT differential of two dollars (\$2.00) per hour, if hired in an RBT role and hold an active RBT certification. The costs associated with RBT training, the exam and recertification for employees elected to do RBT work can be paid for from Professional development funds.

Employees in this bargaining unit shall be offered the opportunity to apply for an RBT position before the District seeks to hire an external candidate outside this bargaining unit to perform RBT work.

ARTICLE X - SICK/PERSONAL LEAVE

Amend Section 10-A and A-1 (Sick Leave and Sick Leave Bank):

A. SICK LEAVE

~~Full time employees and part time employees who work 30-34.9 hours per week~~ shall be credited with ~~twelve (12)~~ **fifteen (15)** sick days at the beginning of the school year. If unused, ten (10) of these days shall be rolled over for use in the following year and accumulate up to forty five (45) days. Employees with more than eight (8) years of service in a district can accumulate up to - ninety (90) days.

~~Part time employees who work 25-29.9 hours per week~~ shall be credited with ~~five (5)~~ sick days at the beginning of the school year. If unused, ~~five (5)~~ of these days shall be rolled over for use in the following year and ~~accumulate up to eighteen (18) days.~~ Employees with more than eight (8) years of service in a district can accumulate up to ~~forty (40) days.~~

A-1 SICK LEAVE BANK

Each employee in the district may donate up to three (3) days of accumulated sick leave each year as needed (new employees in September). Each district's bank shall be allowed to accumulate thirty (30) days plus one day for each full-time equivalent employee, up to a maximum of sixty (60) days. Any employee within the district may withdraw up to a maximum total of thirty (30) days a year from the sick bank on the following basis: (1) his/her accumulated **sick** leave has been used up, (2) he/she has contributed one (1) to three (3) days each year, and (3) he/she has been involved in a major operation or a

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serious and prolonged illness. Applications for use of the sick leave bank shall be made to an Association-designated committee of employees for approval and then submitted to the building Principal. The Association committee shall establish a sick bank approval protocol. The School Administrative Unit No. 21 office will administer approved applications for sick leave. For employees who take maternity leave, sick bank leave will be available in accordance with this section only for those periods of time that the employee is disabled.

Amend Section 10-B (Personal Days):

B. PERSONAL DAYS

~~Full time employees and part time employees who work 30-34.9 hours per week~~ shall be entitled to two (2) paid personal leave days per year. Personal leave may be taken for personal business that cannot be conducted outside school hours, subject to the principal’s approval. Personal leave days may not be used to extend a vacation or holiday and must be requested and approved in advance. Personal leave may not be accumulated and carried over year-to- year.

~~Part time employees who work 25-29.9 hours per week shall be entitled to one (1) paid personal leave day per year. Personal leave may be taken for personal business that cannot be conducted outside school hours, subject to the principal’s approval. Personal leave days may not be used to extend a vacation or holiday and must be requested and approved in advance. Personal leave may not be accumulated and carried over year-to-year.~~

Limitations on personal leave: Unless waived by the Superintendent or the Superintendent’s designee, the maximum number of individuals covered under the collective bargaining agreement in a school who may take personal leave on the same day during the months of May and June is 1 at each of Winnacunnet High School, Lincoln Ackerman School in Hampton Falls, North Hampton School, Seabrook Middle School, Seabrook Elementary School; and Barnard School in South Hampton.

Leaves taken pursuant to this section shall be in addition to any sick leave to which an employee is entitled. After the conclusion of the work year, the Board will pay employees who have not used all personal days during the work year a percentage of the substitute educational associate daily rate according to the following table:

<u>Unused Personal Days</u>	<u>Percentage of Substitute</u>
<u>Daily Rate</u>	
2.0	200% (2 days at the substitute rate)
1.5	150% (1.5 days at the substitute rate)

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1.0 100% (1 day at the substitute rate)
0.5 50% (0.5 days at the substitute rate)

Amend Section 10-C (Bereavement Leave):

C. BEREAVEMENT LEAVE

With prior notice to the building principal, three (3) days shall be given **to employees for bereavement leave.** ~~in the event of death in the immediate family. "Immediate family" shall mean husband, wife, son, daughter, mother, father, sibling, mother in law, father in law, grandmother, grandfather, aunt, uncle, niece, nephew or any other relative living in the home of the employee or for whom the employee provides support. If the employee has used all available personal days and with prior approval from the building principal, a~~ **An additional (2) days of funeral bereavement leave may be granted upon request to the Principal.** ~~due to the specific circumstances at the time of death in the immediate family. An employee may be granted three (3) days for bereavement leave for the death of a person who is not in the employee's immediate family, with prior approval from the building principal.~~

Amend Section 10-E (Leave of Absence):

E. LEAVE OF ABSENCE

Employees who have been employed in the District for ~~two (2)~~ **one (1) full school year** or more ~~years~~ may request and the Employer may grant an extended leave of absence for up to one (1) year for the following reasons: medical disability, **parental leave** ~~child-rearing~~, family medical leave. Such requests shall be made through the Building Principal and upon recommendation of the Superintendent of Schools to the School Board shall not be unreasonably denied. **Employees shall be entitled to utilize any accrued sick leave they have available during such leave.** The employee may continue to access the District's insurance benefits at his/her own expense during the approved leave of absence, **for any period that is not covered by FMLA and/or paid benefit time. In such cases, the employee shall not be responsible for any additional administrative cost beyond the actual cost of their elected insurance plan.**

Amend Section 10-F (Holidays):

F. HOLIDAYS

Full-time employees ~~and part-time employees who work 30-34.9 hours per week per week~~ shall be entitled to four (4) paid holidays ~~each school year~~ **in 2024-25, and five (5) paid holidays effective 2025-26.**

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ARTICLE XII – SALARY SCHEDULES

Replace the salary schedules for 2020-2024 in Article XII with the salary schedules for 2024-2028, reflecting a \$2 increase in 2024-25, \$2 increase in 2025-26, \$1 increase in 2026-27, and \$1 increase in 2027-28, and the removal of Step 1 effective 2024-25:

ARTICLE XII

Salary 2024-25 Schedule

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$18.25	\$18.63	\$19.02	\$19.41	\$19.75	\$20.11	\$20.43	\$20.78	\$21.05	\$21.41

Salary 2025-26 Schedule

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$20.25	\$20.63	\$21.02	\$21.41	\$21.75	\$22.11	\$22.43	\$22.78	\$23.05	\$23.41

Salary 2026-27 Schedule

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$21.25	\$21.63	\$22.02	\$22.41	\$22.75	\$23.11	\$23.43	\$23.78	\$24.05	\$24.41

Salary 2027-28 Schedule

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$22.25	\$22.63	\$23.02	\$23.41	\$23.75	\$24.11	\$24.43	\$24.78	\$25.05	\$25.41

ARTICLE XIII - DURATION AND RENEWAL

Amend Article 13:

The provisions of this Agreement will be effective for a period of four (4) years as of July 1, ~~2020~~ **2024**, except as otherwise herein provided, and will continue and remain in full force and effect until June 30, ~~2024~~ **2028**. The terms and conditions of this Agreement shall not be superseded by the terms of individual contracts. In witness whereof the parties hereto have caused this Agreement to be signed by their respective President (for SESPA) and by their Chairpersons (for the Hampton Falls, North Hampton, Seabrook, South Hampton, and Winnacunnet Cooperative School Districts).

~~Either the Boards or SESPA may reopen negotiations on health insurance and salaries if they deem it desirable to do so to avoid penalties under the Affordable Care Act.~~

Amend the contract to adjust all ‘he/she’ designations to ‘employee’.

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