

CANDIA SCHOOL BOARD'S
TENTATIVE AGREEMENT
WITH THE CANDIA EDUCATION ASSOCIATION

November 10, 2016

The School Board makes the following tentative agreement with the Association. This tentative agreement calls for no changes to the language in the parties' 2016-17 collective bargaining agreement, except for the sections expressly referenced herein.

[Proposed new language is in ***bold italics***; proposed deletions are ~~stricken~~.]

DEFINITIONS

~~The term "permanent" as used in this Agreement shall include any teacher who replaces an individual teacher for a period of more than twenty (20) consecutive school days in the same teaching position. An individual who is contracted as a long-term substitute teacher for less than 91 work days shall be paid a prorated bachelor's first step salary, and shall receive no benefits, regardless of experience and education.~~

The term "Board" as used in this Agreement refers to the Candia School Board.

The term "party" as used in this Agreement refers to the Candia School Board and the Candia Education Association as participants in this Agreement.

The term "school" as used in this Agreement means any existing work location or functional division maintained by the School Board.

The term "principal" used in this Agreement means the administrative head of the school.

The term "Association Representatives" as used in this Agreement shall mean any duly authorized designee of the Association.

The term "Association" as used in this Agreement shall mean the Candia Education Association.

The term "teacher" as used in this Agreement shall mean any employee ~~eligible to be a member of the~~ ***holding a bargaining unit position*** as defined in Article I.

The term "part-time" as used in this Agreement means any teacher who is regularly scheduled to work on-site fewer than 30 hours per week. Part-time teachers who are regularly scheduled to work on-site fewer than 15 hours per week shall receive prorated salaries and no benefits. Part-time teachers who are regularly scheduled to work 15-30 hours per week shall receive prorated salaries and prorated benefits in the proportion of the number of hours worked to 35 hours.

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**ARTICLE I
ASSOCIATION RECOGNITION**

The Candia School Board recognizes the Candia Education Association/NEA-New Hampshire, NEA as the exclusive bargaining representative for all **permanent** full-time and **regularly scheduled**/permanent part-time teachers employed by the District for the purpose of negotiating terms and conditions of employment as specified in RSA-273:A.

The term "teacher" shall mean a professional employee of the Candia School District whose position requires certification by the State Board of Education as a professional engaged in classroom teaching, including: art teacher, music teachers, ~~guidance~~ **school** counselors, special education teachers, speech therapists, physical education teachers, media specialists and registered nurses. The term "teacher" shall exclude all others employed by the Board including: superintendents, assistant superintendents, principals, assistant principals, special education director and ~~any other persons employed by the State Department of Education or~~ any other administrative, **temporary (i.e., substitute)** or supervisory employees.

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

The School Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District, **including, but not limited to 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 and to suspend, demote, discharge, withhold all wage increases, or take any other disciplinary action against the employees,**
- (d) 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 items of this Agreement;**
- (e) to maintain the efficiency of government operations;**
- (f) to relieve employees from duties because of lack of work or for other legitimate reasons;**
- (g) to determine the methods, means and personnel by which operations are to be conducted;**
- (h) to take actions as may be necessary to carry out the mission of the School District in emergencies.**

The parties agree that neither the School Board nor the superintendent may lawfully delegate powers, discretion or authorities which, by law, are vested in them; and, this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretion or authorities.

**ARTICLE III
WORKING CONDITIONS**

J. **PLANNING TIME**

Each teacher shall be provided forty (40) consecutive minutes of planning time during each student day, excepting in cases where unforeseen circumstances prohibit the same. **Only one (1) planning time per week may be used for curriculum or assessment meetings.**

K. **ALL-STAFF & CURRICULUM COMMITTEE MEETINGS**

Except in unforeseen circumstances, the District shall not mandate that teachers attend more than 10 all-staff meetings per school year and ~~more than 8 curriculum committee meetings per school year.~~

The Board will provide notice of any changes to the work day so that the Association has advance notice of the intended changes, and has an opportunity to bargain over any portions of the changes that constitute mandatory subjects of bargaining if the Association wishes to do so.

**ARTICLE IV
LEAVES OF ABSENCE**

A. **SICK LEAVE**

1. Sick leave will be accumulated during the school year at a rate of fifteen (15) days per school year, accumulative to one hundred thirty (130) days.

~~2. Teachers shall be notified on or before October 3 of each year of their accrued sick leave.~~

3. During any school year, a bargaining unit member may utilize up to fifteen (15) days earned that year to care for a spouse, a domestic partner who permanently resides in the bargaining unit member's household, children, and parents (the latter not necessarily a resident within the immediate household).

D. **MILITARY LEAVE**

~~1. The Board will comply with all State and Federal laws with respect to Military Leave of Absence.~~

~~2. Teacher personnel who are required to perform active duty or training as part of his/her reserve unit will do so as far as possible during non-school time. A letter so indicating will be required from the commanding officer of the unit to which the teacher belongs.~~

~~3. If a teacher is unable to fill his/her requirements for two weeks active duty during non-school time, then the Board will grant the teacher the difference between the service pay and the school salary for the two-week period. The teacher will submit to the principal a photocopy of the salary check for the period of time on active duty.~~

1. **Active Duty:** Any teacher who is drafted or otherwise called to active military duty with the Armed Forces of the United States will be granted military leave. During military leave the teacher will receive his/her rate of pay less the amount of compensation, including allowances, received from the military, for the remainder of the school year in which s/he was called to active duty. Upon return from military leave, the rate of pay and other benefits will be the same as if the teacher had worked continuously with the District in the assignment held when the period of military leave commenced.

2. **Reserve Duty:** When a teacher who, as a member of one of the reserve components of the Armed Forces, is required to meet his/her annual two week obligation, the teacher will be granted military leave. During military leave the teacher will receive his/her rate of pay less the amount of compensation, including allowances, received from the military.

3. **Notice of leave request:** Any teacher needing time away from work for service or training in the military must make the superintendent aware of the need for leave as soon as written or verbal orders from the military are received. Such notice will be in writing providing all pertinent information such as first day on leave and the anticipated return to work date. If a teacher is seeking military leave for reserve training during the school year, s/he shall provide verification that such training could not otherwise occur during the summer recess period when school is not in session.

4. **Reinstatement to work:** As soon as a teacher on active duty has a return to work date, s/he must notify the superintendent in writing. The District will reinstate the teacher promptly in accordance with applicable law. Teachers seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request and/or the total time spent in active service.

5. **Disabled service members:** If a returning teacher was disabled or a disability was aggravated during uniformed service, the District will make reasonable accommodations and efforts to help the teacher perform the duties of his/her reemployment position.

E. JURY LEAVE

1. When a bargaining unit member is called to jury duty during scheduled school days, the member shall make a good faith effort to have the jury rescheduled to a non-school day by writing to the appropriate Clerk of Courts advising that he/she is a teacher in the Candia School District and requesting that the assignment be rescheduled to non-school days.

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2. A teacher required to perform jury duty on a scheduled school day shall be paid the difference between the jury duty pay received from the Court and the per diem salary the teacher would have received for working.

The teacher shall submit to the principal a photocopy of the jury duty paycheck received from the Court.

3. In the event that the request for rescheduling is denied the teacher shall attach copies of the request and denial to the leave request form.
4. If subpoenaed to appear in Court to testify *in a work-related matter*, the teacher will receive leave without forfeiture of pay or benefit.

J. SICK LEAVE BANK

A sick leave bank ~~will be~~ *is* established and maintained by each teacher ~~employee~~ *employee* ~~forfeiting~~ *voluntarily donating* one day of her/his sick leave annually and adding it to the sick bank beginning the first school day of each school year. *It is understood that for purposes of this section only, the term "employee" shall include employees within the bargaining units of both the Association and the Candia Education Support Professionals Association (CESPA).*

The number of days in the bank shall accumulate from year to year and shall not exceed 200 days, except to allow unit members joining the bank for the first time to forfeit one day of his/her sick leave in order to become eligible to draw from the bank. Any such days shall be added to the 200 days, up to a maximum of 250 days. ~~For implementing this revised provision,~~ Any days remaining in the bank at the end of the year shall be carried forward as part of the bank.

Subject to the 200 day limit described above, accumulated but unused sick leave days from individuals resigning or retiring from the school district shall be added to the sick leave bank.

If at any time the number of days falls below 50 in any one year, one additional day per teacher ~~employee~~ *employee* will be forfeited from each teacher's ~~employee's~~ *employee's* sick leave, if available, and added to the bank.

When a unit member is granted long term disability benefits under the plan provided through the District, she or he shall no longer be eligible to draw sick leave from the bank.

The Associations shall appoint a committee to be known as the Administrative Committee, which shall ~~decide all questions~~ *make recommendations* regarding the use of the bank by teachers ~~employees~~ *employees*. *The recommendations shall be based upon guidelines developed by the committee. Said guidelines shall be provided to the SAU office.*

The Administrative Committee shall be comprised of the following:

1. *Three Candia Education Association members,*
2. *One CESPA member, and*
3. *Director of Human resources*

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An ~~teacher~~ **employee** may apply for use of the bank when his/her accumulated sick leave has been exhausted. In order to qualify for the sick bank, an applicant must provide the following information to the Administrative Committee:

1. A statement requesting authorization to draw from the sick leave bank, including the date that this action would commence;
2. A doctor's statement indicating the nature of the illness **or incapacity**; and
3. A doctor's statement indicating the current status of the illness **or incapacity** must be provided at each 30-day interval.

The Administrative Committee shall determine which applicants are qualified to use the bank and the number of days that the applicant may use, and shall so advise the Superintendent, or his/her designee.

The Administrative Committee advice to the Superintendent shall include copies of the materials called for in 1, 2 and 3 above. Use of the bank shall not be unreasonably denied. Approved applicants will be compensated at their regular rate of pay not to exceed 75 school days per applicant per illness and only to the extent that there are days available in the bank.

As between an applicant and the Administrative Committee, decisions of the committee shall be final and not grievable. **However, in the event that the Superintendent disagrees with the denial of days by the committee, because the denial could subject the District to litigation, including, but not limited to, grievances, unfair labor practice charges, and/or civil lawsuits/claims, the Superintendent has the sole authority to overrule the committee.** It shall be the District's obligation hereunder to account for the number of days in the bank and to make the payments provided for herein. **Upon request**, the Administrative Committee shall be notified in writing by the District of the **current balance of** days that are available in the bank. ~~in September each year.~~

Except in the event the Superintendent disagrees with the denial of leave per the above paragraph, should there be a dispute between an employee and the Administrative Committee, the Association and/or the School Board or the District's Administration, over the matter of access to and use of time from the sick leave bank, the Association agrees to defend, indemnify and hold harmless the School Board, all of its agents and employees and the Candia School District in any such dispute.

ARTICLE V FRINGE BENEFITS

D. LIFE INSURANCE

The School District shall contribute one hundred percent (100%) of the cost to provide a \$30,000 ~~\$50,000~~ term life insurance policy for each bargaining unit member.

E. DISABILITY INSURANCE

The School District will pay up to ~~\$10.00~~ **100%** per month for each unit member toward a plan that is mutually agreeable to the Candia Education Association and the Candia School Board.

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**ARTICLE VI
COMPENSATION**

C. EXTRA CURRICULAR SALARY GUIDES

5% will be added to the current amount. Year 2- 2%, Year 3- 2%

D. PLACEMENT ON SALARY SCHEDULE

3. To be eligible for education raises and placement on a corresponding salary track for an advanced degree status, the teacher must have provided a written request to the superintendent no later than the October 1 preceding the school year in which the degree status will change, and the teacher must have completed all necessary graduate credits prior to September 1 of the school year in which the degree status will change. **The teacher must complete the degree status change form and the teacher must have transcripts documenting graduate course work on file in the SAU Office no later than October 31st of the school year.** Actual salary adjustment will not take place until transcripts are filed in the SAU Office. Under no circumstances shall a teacher's salary be adjusted if documenting transcripts are not on file in the SAU Office by the October 31st deadline.

H. MILEAGE ALLOWANCE

~~Traveling teachers covered by this Agreement~~ **Teachers who travel on district business in their personal vehicle, as authorized by the superintendent or his/her designee,** shall be reimbursed at the Internal Revenue Service rate per mile.

**ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE**

3. Procedure:

Step 3:

If the teacher is not satisfied with the decision, he/she may appeal the decision to the Superintendent in writing within five (5) school days after receipt of the Principal's decision. The Superintendent shall ~~investigate the grievance~~ **review the grievance, and meet with the grievant and Association representative as he/she may deem necessary for an understanding of the facts,** and render his/her decision in writing within ten (10) school days after the receipt of the appeal to his/her level.

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Step 5:

If the decision of the School Board does not resolve the grievance, the Association shall have the sole right to appeal that decision and the matter shall be submitted to binding arbitration providing the Association notifies the Superintendent of such request within ten (10) days of receipt by the Association of the School Board's decision. 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 arbitrator. If no agreement is reached within five (5) school days following the date the request for arbitration was received by the Superintendent, the arbitrator will be appointed in accordance with the rules of the American Arbitration Association.
- b. Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.
- c. ~~Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.~~
- d. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall be bound by and must comply with all of the terms of this Agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award, a "make whole recommendation," but may apply no penalty payments.
- e. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- f. The decision of the arbitrator shall be binding upon the parties provided however, either party shall have a right to appeal such decision ~~to the New Hampshire PELRB and the New Hampshire Courts~~ under the provisions of New Hampshire RSA Chapter 542, as amended.

It is hereby specifically agreed by the Board and the Association that this contract and grievance procedure clause are subject to the provisions of New Hampshire RSA Chapter 542 as amended.

- g. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring same.

**ARTICLE VIII
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

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A. DUES/FAIR SHARE SERVICE FEE CHECK-OFF

The Association may secure authorization for payroll deduction for Association dues or Fair Share Service Fee, equal to the pro-rata share of the cost of collective bargaining, contract administration, and grievance services for the Association. Such authorizations may be revocable as provided by law.

1. The Association agrees to certify to the District, in writing, the current rate of its membership dues and fair share service fee by October 15.

Should there be a dispute between an employee and the Association and/or the School Board or the District's Administration over the matter of fair share fees and deductions, the Association agrees to defend, indemnify and hold harmless the School Board, all of its agents and employees and the Candia School District in any such dispute.

2. The Board will request the treasurer of the School District of Candia to submit such sums in total to the Association treasurer.

3. The Association shall be notified of any teacher withdrawal or drop from payroll deductions.

4. Any bargaining unit member desiring to have the District discontinue deductions which he/she has previously authorized must submit a written request to the Superintendent at least thirty (30) days prior to the desired effective date of such discontinuance.

5. Dues deductions shall be made in 21 equal installments from the bi-weekly payroll. Such dues deductions shall be continuous from year-to-year unless rescinded in writing by the unit member as provided in Paragraph #4 above. The Association shall notify the Superintendent on or before August 1 each year what the succeeding year's dues rate will be, if there is to be a change. The Association shall notify the Superintendent of any new members who authorize payroll deduction for dues by delivering written authorizations to the Superintendent on or before October 1st. Payroll deductions for such new members shall commence with the first regular payroll in October and shall be deducted at the rate of 1/21st of the total annual dues for 19 consecutive payrolls.

6. The Association agrees to hold the Board harmless relative to the collection and disbursement of dues.

7. Payment of Association dues or fair share fees do not constitute a condition of continued employment.

**ARTICLE XII
DURATION**

This Agreement and each of its provisions shall become effective on July 1, ~~2013~~ **2017** and shall continue in full force and effect through June 30, ~~2016~~ **2020**.

The District agrees to provide the PELRB with a copy of this Agreement with fourteen (14) days of its execution in accordance with PUB 207.02(b).

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The parties' duly authorized officers and representatives have signed this Agreement on this day of _____.

CANDIA SCHOOL BOARD
BY:

CANDIA EDUCATION ASSOCIATION
BY:

APPENDIX A

[Adjust salary schedules, and individual annual salary rates to reflect the following:]

2017-18: 2.0% COLA, plus step

2018-19: 2.0% COLA, plus step

2019-20: 2.0% COLA, plus step

Off step employees will receive the COLA each year of the agreement.

APPENDIX C

INSURANCE

The District will offer the following insurance ~~option~~ plans **options** for employees covered by this agreement:

1. ~~Standard SchoolCare POS,~~ **Cigna SchoolCare Yellow Open Access Plan with Choice Fund** or the substantial equivalent, or;
2. ~~Standard SchoolCare HMO, or the substantial equivalent or;~~
3. ~~Standard SchoolCare OA+, or the substantial equivalent;~~
4. A plan not offered by the District, (requires proof of coverage from the carrier.)

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1. The District shall pay the following percentages of the premium for the single plan, the two-person plan and the family plan, whichever is selected by any such employee:

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Single	100%	97.5%	95%
Two Person	95%	92.5%	91%
Family	92%	91%	90%

In the event any insurance plan offered to unit members under this article triggers an excise tax under federal law, the parties agree to immediately re-open this agreement for the limited purpose of negotiating an alternative plan(s) that will not be subject to the excise tax.

HOW IT WORKS:

OPTION 1: POS

For eligible employees who select Option 1, the District will pay the following percentage toward the cost to provide Single, Two Person, or Family protection whichever is selected by any such employee:

	<u>2016-17</u>
Single	86%
Two Person	78%
Family	78%

OPTION 2: HMO

For eligible employees who select Option 2, the District will pay the following percentage toward the cost to provide Single, Two Person, or Family protection whichever is selected by any such employee:

	<u>2016-17</u>
Single	91%
Two Person	86%
Family	86%

OPTION 3: OA+

For eligible employees who select Option 3, the District will pay the following percentage toward the cost to provide Single, Two Person, or Family protection, whichever is selected by such employee:

	<u>2016-17</u>
Single	91%
Two Person	86%
Family	86%

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OPTION 4: 2. BUYOUT

Each eligible employee who selected this option prior to July 1, 2011, will be paid a bonus equal to the bonus received for the 2010-11 school year. All other eligible employees, and those hired on or after July 1, 2011, who select this option shall receive an opt-out bonus in the amount of \$3,000. Such payment will be made during each school year in which said employee continues to be covered by this Option. Proof of coverage is required for each such year and the Board will not pay any portion of the premium costs for that plan. Each year, on or before July 1, any eligible employee who selects this Option 4, may replace it with Option 1, 2 or 3.

An employee who has received a bonus hereunder, who thereafter, under a so-called qualifying event certified by the carrier is permitted to select coverage which would negate the payment of such bonus or any portion thereof, then such employee, will be required to re-pay the Board the amount for which they were ineligible. Such re-payment may, at the sole option of the Board, be paid over a reasonable period of time to prevent a hardship on the affected employee.

In the event the District is ever penalized pursuant to ~~federal health care reform legislation~~ **the Affordable Care Act ("ACA")** as a result of a unit member receiving the opt-out bonus (i.e., the unit member purchases federally subsidized insurance resulting in a financial penalty being imposed upon the District), said financial penalty shall be deducted from the amount of the opt-out bonus to be paid to the unit member under this section.

In order to be eligible for benefits or contributions, an employee must select one of the Options set forth herein.

Michelle Lindsey
11/27/16

Pete C. Allen
11/28/16