

TENTATIVE AGREEMENT BETWEEN
CANDIA SCHOOL BOARD AND
CANDIA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION/NEA-NH

November 10, 2016

The Candia School Board enters into the following tentative agreement with the Candia Education Support Professionals Association, NEA-NH. This tentative agreement calls for no changes to the language in the parties' 2014-17 collective bargaining agreement, except for the sections expressly referenced herein.

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

Overall changes/housekeeping: Clerical and secretarial employees will be changed in all cba places to **administrative assistants**.

ARTICLE I
RECOGNITION

- 1.1 The School Board recognizes the Association as the exclusive bargaining representative of those Candia School District (hereafter "the District") employees holding positions for which the Public Employee Labor Relations Board (PELRB), has certified the Association as the exclusive bargaining representative.
- 1.2 The Certification of Representative and order to Negotiate ***Modification Order*** dated September 14, 2014, ~~April 23, 2014~~ and issued by the PELRB, Decision 2011-244 ~~2014-100~~, includes the following positions in the bargaining unit: All full-time and regular part-time paraeducators (***Instructional Aide/Assistant, Special Education Assistant, Speech Language Assistant***) ~~clerical and secretarial employees~~ ***Administrative Assistants***. Excluded: custodial/maintenance, food service, administrative employees.

ARTICLE IV
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 **DUES/FAIR SHARE PAYROLL DEDUCTION**
Upon individual written authorization by an employee who is a member of the Association, the District agrees to deduct from the pay of such employee the current Association dues, as certified to the District by the Treasurer of the Association. 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 Association at least once per month. However, the District shall not deduct dues from the wages of any employee who notifies the District in writing that he/she is withdrawing a previous authorization for such deductions.
- 4.2 Employees working six (6) hours per day or greater, who are not members of the Association shall be required to pay a fair share fee as determined by the Association,

not to exceed actual membership dues. This fee shall be payroll deducted in accordance with the other provisions in this Article.

- 4.3 Should there be a dispute between an employee and the Association and/or the District, over the matter of deductions, the Association agrees to defend, indemnify and hold harmless the Board, the District and their agents in any such dispute. ***It is understood that the payment of Association dues or fair share fees do not constitute conditions of continued employment.***

**ARTICLE VII
LETTER OF AGREEMENT**

- 7.1 The District shall provide by June 15 of each year, for continuing employees only, a letter of agreement to reemploy, signed by the Superintendent, or his or her designee, 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 ten (10) work 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 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by July 1. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.
- 7.3 The employee's signature on the letter of agreement shall constitute an acknowledgement by the employee that the information contained therein is true and accurate.
- 7.4 Once an employee returns a letter of agreement by July 1, 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 if one has been established for his/her position. ***The Board, or its designee, shall consult, but not negotiate, with the Association prior to the adoption or modification of job descriptions.*** Upon revision of a job description, the Association shall be provided with an updated copy, and shall have the right to consult with the superintendent.

**ARTICLE IX
WORKING CONDITIONS**

- 9.1 **WORK YEAR**
Subject to the needs of the District, the work year for paraprofessional employees shall consist of a minimum of 181 days or the equivalent hours (as per Article 3.2), 180 days of which shall coincide with the student school year. The remaining one (1) day shall be scheduled at the discretion of school administration. Subject to the needs of the District,

the work year for ~~secretarial~~ **administrative assistant** staff shall be between 185 to 260 days.

9.2 LUNCH PERIODS

Each full time bargaining unit member will be provided with at least a 30 minute lunch period free of all duties.

9.3 CHANGES IN WORK DAY

The Board will provide notice of any changes to the employee work day.

9.4 *Employees may request up to one (1) professional day to attend a workshop/training in educational programs directly related to their assignment, and which will improve the education of Candia Students. The District reserves the right to require attendance at professional development day and shall notify employees no later than the first work day of the school year of such a requirement.*

**ARTICLE XI
LEAVES OF ABSENCE**

11.1 SICK LEAVE

11.1.3 Employees who normally work at least 25 hours per week shall receive seven (7) paid sick days per school year, cumulative to 30, as paid sick leave for periods of personal illness. ***Employees who normally work fewer than 25 hours per week shall receive five (5) days per calendar year, cumulative to 30, as paid sick leave for periods of personal illness.***

11.4 JURY/**COURT** LEAVE

11.4.1 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 an employee in the Candia School District and requesting that the assignment be rescheduled to non-school days.

11.4.2 A bargaining unit member 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 employee would have received for working. The bargaining unit member shall submit to the principal a photocopy of the jury duty paycheck received from the Court.

11.4.3 If subpoenaed to appear in Court to testify in a work related matter, the bargaining unit member will receive leave without forfeiture of pay or benefit.

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11.5 SICK LEAVE BANK

~~A sick leave is established and maintained for all bargaining unit employees within the School District (i.e., teacher and support staff) by each employee by voluntarily forfeiting one day of her/his sick leave annually and adding it to the sick bank beginning the first school day of each school year, or upon hire. The number of days in the bank shall accumulate from year to year and shall not exceed 200 days.~~

~~Accumulated 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 25 in any one year, one additional day per employee will be forfeited from each employee's sick leave, if available, and added to the bank.~~

~~The Association shall appoint a committee to be known as the Administrative Committee, which shall decide all questions regarding the use of the bank by employees. An 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; and~~
- ~~3. A doctor's statement indicating the current status of the illness 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 Board, or its designee.~~

~~The Administrative Committee's advice to the Board shall include copies of the materials called for in 1, 2 and 3 above. 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. The only obligation of the District hereunder shall be to account for the number of days in the bank and to make the payments provided for herein.~~

~~The Administrative Committee shall be notified in writing by the District of the days that are available in the bank in September each year.~~

~~Only those employees who qualify for Family Medical Leave Act (FMLA) leave shall be subject to the School Board's policy regarding the Family Medical Leave Act. This agreement shall not~~

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~~be construed as conferring FMLA eligibility upon employees in this bargaining unit who otherwise do not qualify for such coverage.~~

~~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.~~

A sick leave bank ~~will be~~ *is* established and maintained by each ~~teacher~~ **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** will be forfeited from each ~~teacher'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**. ***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***

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

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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.

11.9 FMLA ELIGIBILITY

Only those employees who qualify for Family Medical Leave Act (FMLA) leave shall be subject to the School Board's policy regarding the Family Medical Leave Act. This agreement shall not be construed as conferring FMLA eligibility upon employees in this bargaining unit who otherwise do not qualify for such coverage.

ARTICLE XII FRINGE BENEFITS

12.1 HEALTH INSURANCE

- 12.1.1 The District shall offer the following health insurance plans: ~~Standard SchoolCare HMO, Standard SchoolCare OA+,~~ **Cigna SchoolCare Yellow Open Access Plan with Choice Fund,** or their *its* equivalent plans.

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:

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12.1.2 ~~For all year round employees who work at least 40 hours per week the District shall pay 77.5% toward the premium of a health plan offered by the District and selected by the employee.~~

~~Effective January 1, 2015;~~ For all year round employees who work at least 40 hours per week the District shall pay the following toward the premium of a the health plan offered by the District and selected by the employee:

	2015 2017-19
One-person	97.5%
Two-person	85%
Family	85%

12.1.3 ~~For all school year employees who work at least 35 hours per week, the District shall pay \$5,000 toward the premium of a health plan offered by the District and selected by the employee.~~

~~Effective January 1, 2015~~ **July 1, 2017**, for all school year employees who work at least 30 hours per week, the District shall pay 88% **97.5%** toward a one-person premium of a **the** health plan offered by the District and selected by the employee. The employee may apply the amount the District pays toward one-person premium to the cost of a two-person or family premium.

12.1.4 ~~Effective January 1, 2015;~~ each year that an eligible employee, as described above, elects not to receive any medical insurance which is offered by the District, the employee shall receive and opt-out payment of \$375.00. ~~Thereafter,~~ **Each** year that an eligible employee, as described above, elects not to receive any medical insurance which is offered by the District, the employee shall receive an opt-out payment of \$750.00. The employee shall be required to provide written proof that he/she has medical insurance coverage through another source, other than subsidized insurance under the federal Affordable Care Act, as a condition precedent for making **receiving** such payment.

12.1.5 To the extent allowed by law and upon approval of the insurance carrier, all other employees may enroll in a medical plan offered by the District under this agreement at 100% employee cost.

12.1.6 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.

ARTICLE XIII COMPENSATION

13.1 METHOD OF SALARY PAYMENT

~~Employees shall be paid bi-weekly on Friday. Each employee shall have the option of receiving wages during the school calendar or payments prorated on the basis 22 or 26 pay periods. At the time the employee accepts an offer of employment, the employee must elect which option~~

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he/she desires and that option shall remain in effect for the entire year. If an employee fails to make an election, the 22 pay periods will be assumed.

Employees, at their option, shall be paid in the following manner:

- A. **Anticipated annual wages, divided by 26, which equals 25 bi-weekly checks, and one reconciliation payment,**
- B. **Anticipated annual wages, divided by 21, which equals 20 bi-weekly checks plus one reconciliation payment, or**
- C. **Full pay for hours actually worked, paid within eight days after expiration of the pay period in which the work is performed.**

Employees must specify their choice in writing prior to the first payroll period on a form provided by the School District. If employees fail to specify their choice, they will be paid as is described in Section a. above.

13.2 ~~Effective July 1, 2013, employees shall receive a 2.0% wage increase.~~ **Employee wage rates are in accordance with the attached wage schedule, Appendix A.**

Effective July 1, 2017, a 1.75% cost of living increase shall be applied to the wage schedule.

Effective July 1, 2018, a 1.75% cost of living increase shall be applied to the wage schedule.

13.3 Employees who have satisfactorily worked over half the number of scheduled work days for their position in the prior work year, shall be eligible to move up one step on the attached wage schedule, Appendix A, in the following year. Effective January 1, 2018 only, employees who have satisfactorily worked at least 45 or more days during the 2017-18 school year shall move up one step on the attached wage schedule.

13.34 MILEAGE ALLOWANCE

~~Traveling employees covered by this Agreement~~ **Employees 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 XVII
DURATION

17.1 This Agreement and each of its provisions shall become effective on July 1, 2014 **2017** and shall continue in full force and effect through June 30, 2017 **2019**.

17.2 The District agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in order to ensure the parties compliance with PUB 207.03 02(b).

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MEMORANDUM OF UNDERSTANDING

The following is an agreement between the Candia Education Support Professionals Association and the Candia School Board:

Any employee enrolled in the SchoolCare POS plan as of the date of the signing of this MOU, shall be "grandfathered" to choose to remain enrolled in that plan. In the event the employee decides to change the plan s/he selects to an alternative plan, the employee shall not be able to re-select the POS plan in a subsequent enrollment period. In the event that the carrier no longer offers the POS plan, the employee will have to choose another plan, and the District shall not be responsible for the carrier changing the plan.

<u>Michelle Couture</u>	<u>12/17/13</u>	<u>Peter Phillips</u>	<u>12/17/13</u>
For the Association	Date	For the District	Date

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APPENDIX A

APPENDIX B

UNION DUES AND FAIR SHARE FEE AUTHORIZATION FORM

Date: _____

I, _____, hereby authorize the Candia School District to deduct my membership dues totaling \$ _____ or my fair share fee totaling \$ _____ from my paychecks. The deduction shall be divided in equal amounts beginning on _____ and transmitted to the Candia Educational Support Professionals' Treasurer as prescribed by agreement between the District and the Association. The amount stated above is correct as of the date of this authorization, but may change from time to time as determined by the Association. When such change takes place, you are hereby authorized to deduct the then current amount.

I understand that I am not required to authorize association dues or fair share fee deductions from my paychecks, and I certify that I am authorizing such deductions voluntarily.

I understand that this authorization will remain in effect indefinitely until I provide the Candia School District with written instructions to the contrary or my employment in a bargaining unit ends.

Signed: _____

School District Office Record:

Received by _____

Title: _____

Date: _____

One copy to the Association's Secretary/Treasurer

One copy for the Association Member or Fair Share Fee Payer

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APPENDIX B

APPENDIX C

GRIEVANCE REPORT FORM

Grievance No.: _____ Date of Grievance: _____

Copies to: Principal, Superintendent, Grievant, and Association

Name of Grievant: _____ Date Filed: _____

1. Statement of Grievance (be sure to include the specific violation or condition with proper reference to the contract agreement)

Date Received: _____

STEP 1

Relief Sought: _____

Signature: _____ Date: _____

Answer given by Immediate Supervisor: (If immediate Supervisor is principal, matter goes to Step 3)

Signature: _____ Date: _____

Position of Grievant: _____

Date Received: _____

STEP 2

Date Received by Principal: _____

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Answer given by Principal: _____

Signature: _____ Date: _____

Position of Grievant: _____

Date Received: _____

STEP 3

Date Received by Superintendent: _____

Answer given by Superintendent: _____

Signature: _____ Date: _____

Position of Grievant: _____

Date Received: _____

STEP 4

Date Received by School Board: _____

Answer given by School Board: _____

Signature: _____ Date: _____

Date Received: _____

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DIRECTIONS

LEAVE REQUEST

ADMINISTRATIVE ACTION

APPENDIX C D
School Administrative Unit No. 15
LEAVE REQUEST FORM
CANDIA SCHOOL DISTRICT

- 1. A copy of this form must be completed for all short-term leave requests as listed below.
2. Requests are to be made and will be granted in accordance with your district's policies, regulations, procedures and/or collective bargaining agreement.
3. For extended leaves, military leaves, maternity leaves, etc. please consult your district's policy and/or collective bargaining agreement.
4. A separate Professional Activity Form must be submitted if reimbursement for a professional activity is sought.

NAME DISTRICT SCHOOL
POSITION GRADE(s) SUBJECT(s)

Type of Leave Requested:

- Professional Describe Activity
Are you requesting Staff Development Credits? Yes No
Personal Specific Reason
Confidential Personal* (Candia bargaining unit members only)
Funeral / Bereavement Relationship
Other Specify

Number of Days Requested Date(s) Requested
Employee's Signature Date submitted to Principal

*EMPLOYEE'S STATEMENT IF CONFIDENTIAL PERSONAL LEAVE IS CHECKED:
I hereby affirm that the requested Confidential Personal Leave is sound,
pressing and unavoidable matters (as defined by the collective bargaining agreement)
which must be completed during school time.

Employee's Signature Date

I (do) (do not) recommend this request.
Reason / Conditions
Principal's Signature Date

I (do) (do not) approve this request.
Reason / Conditions
Superintendent's Signature Date

...FE - SAU - YELLOW-Principal - PINK - Bookkeeping day after leave is taken - GOLD-

Handwritten signatures and dates: Michelle Conner 11/27/16, Peter C. Poley 11/28/16