

COLLECTIVE BARGAINING AGREEMENT

between the

SPECIALISTS OF MONADNOCK DISTRICT, SAU 93

and the

MONADNOCK REGIONAL SCHOOL BOARD

| JULY 1, 2018 – JUNE 20, 2021

| ~~JULY 1, 2015-JUNE 30, 2018~~

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## Definitions

SCHOOL: The term "School," as used in this Agreement, means any work location or functional division maintained by the Board where instruction or supervision as assigned by the District, as required by the State, is offered to the children enrolled in the Monadnock Regional School District.

SPECIALISTS: The term "SPECIALISTS," as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

FACULTY REPRESENTATIVE: The term "Faculty Representative," as used in this Agreement, means the Association Representative.

PERSON: The term "Person," as used in this Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

PELRB: The term "PELRB," as used in this Agreement, means the New Hampshire Public Employee Labor Relations Board.

BARGAINING UNIT: The Association which represents Psychologists, Occupational Therapists, Occupational Therapy Assistants, Speech Language Pathologists, and Speech Language Pathology Assistants, in contract negotiations subject to the provisions of RSA 273-A.

CONDITIONAL EMPLOYEE: A newly hired or re-employed person who has not yet successfully complied with the provisions of RSA 189:13-a (2008). The district may extend a conditional offer of employment to a selected applicant, with a final offer of employment subject to a successfully completed records check including a criminal history records check.

If a selected applicant is extended a final offer of employment, the individual shall be entitled to membership in the collective bargaining unit subject to the requirements of RSA 273-A and shall immediately be covered by the terms and conditions of the collective bargaining agreement.

If the district receives an unsuccessful criminal history records report for a selected applicant, the SAU within 24 hours of receipt of such report, excluding Saturday, Sunday or a holiday dismisses the selected applicant

**ARTICLE I**  
**RECOGNITION**

1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all Specialists of the Monadnock Regional School District as certified by the PELRB. The term "Specialist" shall include Psychologists, Occupational Therapists, Certified Occupational Therapy Assistants, Speech Language Pathologists, Speech Language Pathology Assistants, but excluding nurses, administrative employees and supervisory employees as defined in RSA 273-A 8, 11.

1.2 Unless otherwise indicated, the term "Specialist" when used in this Agreement shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article 1.

**ARTICLE II**  
**SCOPE OF AGREEMENT**

2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorizations which by law are vested exclusively in them and this Agreement shall not be construed so as to limit or impair their exclusive statutory powers, discretion and authorities. Agreements reached pursuant to Article III hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

**ARTICLE III  
NEGOTIATION PROCEDURE**

3.1 On or before June 15th, of the prior year in which this agreement is to expire either party may initiate negotiations in accordance with RSA 273-A. The parties shall meet not later than July 15th at which time the Association will present its proposals. Thereafter, the parties agree to hold a minimum of four (4) formal bargaining sessions prior to October 1st and shall thereafter continue to meet in accordance with RSA 273-A, unless both parties mutually agree to waive this condition.

3.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.

3.3 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.

3.4 If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare impasse. In the event of impasse, the rules and procedures for "Resolution of Disputes" as outlined under RSA 273-A:12 shall be followed.

3.5 The cost for the services of the mediator and/or fact finder including per diem expenses, if any, will be shared equally by the Board and the Association. In the event the parties cannot agree on a neutral party for fact finding, the New Hampshire Public Employee Labor Relations Board shall appoint the neutral party.

3.6 Determinations and/or recommendations under the provision of Section 3.4 of this Article III will not be binding on the parties.

3.7 If the monies to fund the economic provisions are not appropriated as provided in this Article III, Section 3.3 and/or if either party rejects the recommendations set forth in this Article III,

Section 3.6, then the parties shall do the following:

- A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of this Agreement, and:
- B. If either negotiating team rejects the neutral party's recommendations, the neutral party's findings and recommendations shall be submitted to the full membership of the employee organization and to the Board of the public employer, which shall vote to accept or reject so much of the neutral party's recommendations as is otherwise permitted by law.
- C. If either the full membership of the employee organization or the public employer rejects the neutral party's recommendations, the neutral party's findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of the neutral party's recommendations as otherwise is permitted by law.
- D. If the impasse is not resolved, following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party and may involve the Board of the public employer if the mediator so chooses.

3.8 The parties may, by mutual agreement, pass over mediation and go directly to fact finding.

3.9 Neither party in any negotiations shall interfere with the selection of the negotiating or bargaining representatives of the other party.

3.10 The parties may, by mutual agreement consider changes to the agreement in the off years of the contract.

**ARTICLE IV  
ASSOCIATION RIGHTS**

4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made to the Principal in advance.

4.2 The Association, upon request, will be scheduled on the agenda at faculty meetings or orientation programs as determined by the Superintendent/Principal to present brief reports and announcements.

4.3 The Association will have the right to post notices on its activities and matters of Specialist concerns in Specialists workrooms and shall continue to have the use of the Specialist mail box system and e-mail system.

4.4 Upon notification by an employee in writing by means of a mutually agreeable form provided by the Association, the Board will continue its present practice of deducting professional association dues and forwarding such deduction to the Association treasurer. The Board shall be held harmless from any and all claims in connection therewith.

4.5 The Association may, with permission from the Building Principal, use school equipment normally used by Specialists for Association activities. However, expendable material will be at the expense of the Association and shall in no event exceed the actual costs to the District as determined by the Superintendent.

4.6 Rights granted to the Association under this Article IV shall not, in the judgment of the Board, be disruptive or injurious to the Monadnock education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.

4.7 During the term of this Agreement, the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.

4.8 Request under the provisions of this Article shall mean permission and shall be made to the Building Principal or the Building Principal's designee.

4.9 Employees shall suffer no loss of pay in the conduct of negotiations which occur during

normal working hours or in the filing or processing of grievances under the Agreement.

4.10 Administrative leave shall be granted to Specialists for the purpose of attending the New Hampshire Education Association Delegate Assembly Convention. This shall be limited to no more than two Specialists provided it doesn't interfere with the required compliance pertaining to Special Education Law.

4.11 The Association president or the president's designee shall be provided with a total of two (2) paid professional leave days per year to conduct Association business.

## **ARTICLE V SPECIALIST EVALUATION**

5.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced Specialists for the purpose of improving services delivered to the students. Specialists shall be evaluated annually.

5.2 The observation of the work performance of a Specialist will be conducted openly.

5.3 Following all formal observations but prior to the written evaluation, the supervisor and Specialist shall meet to discuss the details of the observation. Such a meeting will be within a reasonable time following the observation. Normally, such a meeting will occur within ten (10) school days following the observation. Following the conference, the Specialist will be given a copy of the written evaluation report prepared by the evaluator. The Specialist shall have the right to append a rebuttal before it becomes part of their official file. The forms will then be signed by the Specialist and forwarded to the administration. If the Specialist is dissatisfied with the evaluation, he or she may request additional conference time. Such signature shall indicate only that the report has been read by the Specialist and in no way indicates agreement with the contents thereof.



5.4 The parties recognize and agree that, subject to the provision of this Article V, Specialist evaluation is a supervisory function. The Evaluation will be performed by ~~an Administrator from SAU 93~~the Specialists' direct supervisor and will include input from Building Teams, Building Administrators, and teachers. Both parties agree that future changes in the evaluation process will require joint consultation and agreement. The District shall provide each Specialist with notice of the individual who will be performing his or her Evaluation by the first day of school each year.

5.5 ~~Each~~The Specialists' direct supervisor shall make each new Specialist in the Monadnock school system shall be made aware of the school district's evaluation plan and the criteria, goals, and objectives associated with it, within the first thirty(30) days of their employment.

5.6 Each Specialist shall be entitled to access the Specialist's personnel file during regular office hours upon notice to the Superintendent or the Superintendent's designee except in an emergency situation, in which event the information will be made available within two business days or sooner if possible.

5.7 The Specialist shall have the right to make appropriate response to any material contained in the Specialist's personnel file and such response shall be made a part of the said personnel file. Reproductions of such material may be made by hand or copying machine, if available.

## **ARTICLE VI**

### **SPECIALIST EMPLOYMENT**

6.1 The Board agrees to hire only those Specialists who are certified/licensed by the appropriate New Hampshire issuing authority except this provision shall not apply to those members who are actively pursuing a plan approved by the Superintendent. The Superintendent may grant waivers in critical shortage areas.

6.2 For purposes of this Agreement, the period of service shall not be more than one hundred and eighty-eight (188) days, between the first day of work for Specialists and June thirtieth (30th), except that Specialists new to the system shall, in addition to the one hundred eighty-eight (188) days set forth herein, be required to attend one (1) Orientation Day set forth by the Superintendent of Schools. Days are to be allocated as follows:

A. Teaching days are dedicated to student services with the School Board approved Calendar (176 days for the duration of this contract) and will be a minimum of seven and one half hours in duration with an unencumbered lunch period of 25 minutes.

B. Ten days will be in-service days.

C. Two days will be open/close days.

D. Orientation Day (1) for all New Hire Specialists.

6.3 The Association and its members recognize that each Specialist has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that a Specialist's day is not necessarily coterminous with that of the pupil.

6.4 Specialists are expected to carry out their professional ~~duties-responsibilities~~ which may include faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as requested. Such meetings will be of reasonable frequency and duration. Before duties are scheduled, the Specialists' direct supervisor shall facilitate a meeting between each Specialist and their respective building principal regarding the scheduling of duties to ensure that, if a Specialist is assigned to duties, such duties are scheduled secondary to the Specialist's primary, professional work and responsibilities and do not interfere with the Specialist's primary, professional work and responsibilities.

6.5 The Specialists' direct supervisor will contact each Specialist by May 15<sup>th</sup> of each year to discuss the Specialist's preferred assignment for the ensuing academic year. Except for unusual circumstances, the Specialists' direct supervisor shall notify Specialists ~~will be notified~~ of their assignments for the ensuing academic year before their signed annual Specialist contract is due back to the SAU office.

6.6 The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before January fifteenth (15th) of the preceding year. The Association will also be given an opportunity to provide input and meet and confer in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.

6.7 In-Service Days set forth in Section 6.2 of this Article VI shall be determined with the cooperation of the Association and the parties shall meet and confer as to content. The President of the Association shall be invited to participate in the Administrative meetings which deal with the planning of the in-service workshop days. In any event, the Superintendent shall make the final determination as to content.

6.8 The Board agrees to reimburse Specialists ~~up to~~ at least \$1,500 every two years, for expenses incurred in meeting District Staff Development requirements and maintaining licensure/certification as per S.A.U. 93 Staff Development Master Plan. The Superintendent or the Superintendent's identified designee shall approve or disapprove requests for such expenses. Requests for approval shall be made at least fourteen (14) days before the event for which reimbursement is sought, except for extenuating circumstances in which the superintendent or identified designee may waive such notice, and the Superintendent or the Superintendent's identified designee shall approve or disapprove such requests within fourteen (14) calendar days of the submission of a written request.

(A) The District agrees to meet and confer with the President of the Association in advance of the scheduled professional development days to provide the Association with the opportunity to make recommendations and/or provide input regarding such professional development days.

6.9 The Board shall reimburse members of the bargaining unit for required state/national recertification and licensing fees. Reimbursement shall be paid upon receipt of the recertification and/or relicensing. The Board shall pay for the cost of criminal background checks.

6.10 During the school year, as soon as the Board determines Specialist vacancies, notices will be posted on the official bulletin board in each school as soon as the administration is aware of such vacancies. Such notice shall remain posted for ten (10) consecutive days, excluding Saturdays and Sundays. Such notice shall contain the date of posting, job title, and the name of the person to which the application is to be submitted. After July first (1st), notices will be posted in the School Administrative Unit Office. A copy of all vacancies shall be forwarded to the Association as soon as the administration is aware of such vacancies. The Association shall be responsible for notifying the administration where to send said notices.

6.11 The District shall provide adequate assigned office space in each building that ensures

confidentiality of the students being served.

6.12 The District shall provide each Specialist with at least \$600.00 per year to be used towards purchasing supplies, equipment, and materials. The minimum amount shall not be used for evaluation testing materials, such as new testing kits, protocols, software/applications, etc., which shall be provided by the District. The District shall retain ownership of all supplies, equipment, and materials purchased with District funds; however, it is understood that some items purchased with these funds may be consumable by Specialists and/or students. Specialists shall submit purchase orders for approval for the current year by the Friday prior to April vacation (for example, orders for the 2018-2019 school year should be submitted by the Friday prior to April vacation of the 2018-2019 school year).

6.13 Specialists (including assistants) in each discipline (Speech Pathology, Psychology, and Occupational Therapy) shall be entitled to meet as a group at least five (5) times per year, as scheduled by the Specialists' direct supervisor during the work day, for professional discussion and mentoring. These meetings may be scheduled during professional development/in-service days.

## **ARTICLE VII RATES OF PAY**

7.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be pro-rated at the employee's appropriate salary step for the number of designated days of employment between the first day of work for Specialists in any year and June thirtieth (30th) of any such year, except that Specialists new to the system shall work one hundred and eighty-nine (189) days, as provided in Article VI, Section 6.2D of this agreement.

7.2 Specialists will be paid on the first district payday that they work. They will be paid on the basis of 22 pay periods. All Specialists employed as of July 1, 2013 who receive their pay on a 26 period pay plan may remain on the plan until or unless they choose to move to 22 pay periods. At that time they must continue on the 22 pay period format.

7.3 If requested by the District, Specialists may opt to work the extended year program. If they choose to do so they will do so at their per diem contracted rate. (Daily per diem rate is

calculated by dividing the annual salary by the scheduled days actually worked during the normal school year. Hourly rate is calculated by dividing the daily rate by 7.5 hours.)

7.4 The District shall reimburse Specialists for travel expenses incurred in connection with their employment by the District in accordance with Monadnock Regional School District Board policies DKC and DKC-R.

**ARTICLE VIII  
COMPENSATION**

8.1 The Salary Schedule, for purposes of this Agreement, is set forth in Appendix A attached hereto.

8.1.1 Three-Year Transition to New Salary Schedule

(a) Employees hired by the District before July 1, 2018 whose salaries do not exceed the Salary Schedule set forth in Appendix A shall be transitioned onto the Salary Schedule set forth in Appendix A over the three (3) years of this Agreement so that, by the beginning of the third year, each employee shall be paid in accordance with the Salary Schedule. In the first and second year of the Agreement, such employees shall receive one-third of the difference between their June 30, 2018 salary and their third-year salary.

(b) Employees hired by the District before July 1, 2018 whose June 30, 2018 salaries either exceed the Salary Schedule set forth in Appendix A or are within \$1,000 of the “Maximum” step on the Salary Schedule set forth in Appendix A shall be designated “Off Step” and shall receive a cost of living adjustment each year according to the following schedule:

<u>July 1, 2018</u>	<u>BAMA Off Step receives 3% increase</u>
	<u>MSMA15 Off Step receives 1.5% increase</u>
	<u>MSMA30 Off Step receives .5% increase</u>
<u>July 1, 2019</u>	<u>BAMA Off Step receives 1.5% increase</u>
	<u>MSMA15 Off Step receives 1% increase</u>
	<u>MSMA30 Off Step receives .5% increase</u>
<u>July 1, 2020</u>	<u>BAMA Off Step receives 1.25% increase</u>
	<u>MSMA15 Off Step receives .75% increase</u>
	<u>MSMA30 Off Step receives .5% increase</u>

Employees hired on or after July 1, 2018 who advance past the “Maximum” step on the Salary Schedule shall also receive a cost of living adjust according to the schedule above.

8.2 No new employee shall be hired at a rate higher than a current employee with equal experience, and no new employee shall be hired on or after July 1, 2018 at a rate greater than the “Maximum” step on the Salary Schedule. New hires shall be placed by the Superintendent on the same salary schedule step as all other Specialists in the same position who have equivalent years of experience. For purposes of placement on the salary schedule, experience shall be defined as work experience in a public school, private school, or clinical setting. New hires shall be awarded one year of experience credit for every year of employment in their field (e.g., Speech Pathologist, Psychologist, Occupational Therapist, COTA, SLPA, etc.). New hires who have worked in public or private schools as teachers, counselors, or nurses shall be awarded one year of experience credit for every two years employed as a teacher, counselor, or nurse. For purposes of credit for initial step placement on the salary schedule, a “year of employment” will be defined as employment in their field, or as a teacher, counselor, or nurse (as set forth above), for at least 2/3rds of a school year. All information considered by the Superintendent for purposes of calculating a new hire's experience (such as the new hire's resume or excerpted job application) shall be disclosed to the Association ~~within five (5) school days of hiring a new employee upon~~ request.

8.3 For proper placement on the appropriate Salary Schedule degree/credit lane, Specialists will submit their intent to change degree/credit lanes for approval to the Superintendent by November 1st for the next fiscal year. Only credits related to the Specialist's profession will be considered for purposes of Salary Schedule degree/credit lane placement.

8.4 Part-time employee shall advance one step for each school year worked, regardless of the number of days worked per year. Salaries for part-time employees shall be prorated based on their full-time equivalent percentage (FTE). For example, if the salary schedule states that an employee in the MSMA+15 lane at Step 1 earns \$55,325.00, then a 50% FTE employee in the MSMA +15 lane at Step 1 would earn \$27,662.50.

## **ARTICLE IX**

### **INSURANCE**

9.1 The Board agrees to maintain in effect an insurance plan chosen by the Specialists so long as they remain employed by the Monadnock Regional School District. Changes in the carrier may be made by mutual agreement. A summary of the benefits to be provided under said plan is set forth in Appendix B hereto.

9.2 The Board agrees to provide sufficient liability coverage so that every Specialist is insured up to at least one million dollars (\$1,000,000) for each incident subject to the policy's limitations and exclusions, including, without limitation, the aggregate limit of liability contained therein. The Board will provide proof of coverage by the first day of school each year.

9.3 The Board shall provide, without cost to the employee, group term life insurance in a sum equal to \$50,000.00.

9.4 An employee on unpaid leave shall have the option of continuing the employee's insurance coverage(s) at the group rate, provided that she/he pays the District for the appropriate premiums where such coverage is not prohibited by the carrier.

9.5 An employee shall be entitled to the full amount of the District's contribution to the cost of benefits listed in this Article and Appendix B if the employee works at least the equivalent four (4) days per week. If the employee works less than the equivalent four (4) days per week, then the District shall make a pro-rated contribution based on the number of equivalent days per week the employee works. By way of example only, if an employee works the equivalent of three (3) days per week, then the District will pay sixty percent (60%) of the full amount of its contribution to the cost of benefits; and if the employee works the equivalent of two (2) days per week, then the District will pay forty percent (40%) of the full amount of its contribution to the cost of benefits. For purposes of Article 9.5, "full amount of contribution" means the amount the District contributes toward the cost of health insurance and dental insurance for an employee who works at least the equivalent of four (4) days per week.

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

### 10.1 Definition

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment, including but not limited to non-renewals and terminations, of a Specialist or group of Specialists based upon the interpretation, application, or violation of any of the provisions of this Agreement. Terminations or non-renewals will be based on just cause. An "aggrieved Specialist" is the person or persons making the claim. All time limits specified in this Article shall mean school days. School days for the purposes of this Article are defined as days that are scheduled as instructional or Specialist workshop days on the published school calendar. Snow or emergency days are not considered school days.

### 10.2 Purpose

The parties acknowledge that it is more desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. The first step in any grievance will be an informal meeting so that the parties may come to an agreement before initiating the formal grievance process. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix C attached hereto) and referred to the following formal grievance procedure (and a copy shall be sent to the immediate supervisor).

### 10.3 Right of Representation

A Specialist covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time, subject to the Specialist requesting such representation.

### 10.4 Time Limit

A grievance to be considered under this procedure must be initiated in writing by the employee within 30 school days of its occurrence, or within 30 school days of when the Specialist should have known of its occurrence. However, these time limits will apply only after either party determines the informal process is not working.

### 10.5 Formal Procedure

The grievance shall state the specified alleged violation or condition with proper



reference to the contract Agreement. It shall also set forth names, dates and any other related facts which will provide a sound basis for a complete understanding of any such grievance.

LEVEL A. Within three (3) days of receipt of a formal grievance, the Supervisor shall meet with the aggrieved Specialist. Within five (5) days following any such meeting, the Supervisor shall give the Supervisor's answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of an answer given at this level.

LEVEL B. Within five (5) days of a grievance being referred to this level, the Superintendent (or the Superintendent's designee) shall meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give the Superintendent's answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within five (5) days from receipt of the answer rendered at this level, the grievance may be referred to the School Board.

LEVEL C. The Board or committee thereof shall meet with the participants of Level B and examine the facts of the grievance. The School Board shall meet with the Association within fifteen (15) days of the receipt of the grievance. The Board shall submit its written response within fifteen (15) days of the meeting.

LEVEL D. If the grievance remains unsettled, then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures for obtaining the service. The arbitrator shall use arbitrator's best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall be advisory. The parties agree to share equally in the compensation and expenses of the arbitrator.

10.6 Time periods specified in this procedure may be extended by mutual agreement.

10.7 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.

10.8 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B.

10.9 A grievance, in order to be considered further must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.

10.10 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school terms, or as soon thereafter as is practical. The parties may, by mutual agreement, recommence a grievance filed on or after June first (1st) at the beginning of the following school year.

10.11 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.

10.12 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

10.13 Grievances shall not be made a part of any employee's personnel file or used in making employment references.

## **ARTICLE XI**

### **LEAVES OF ABSENCE**

11.1 Specialists shall, at the beginning of the year be granted thirteen (13) days leave at their applicable salary. These are for use in the event of personal or family illness, important religious obligations, the death of a close friend or relative not covered under Section 11.3 of this contract, and unexpected situations that demand immediate action and for which no other leave provision applies. Work connected disability covered by the New Hampshire Workers' Compensation Laws will be excluded.

(A) Employees shall not be permitted to carry over more than 110 days from one year to the next. At the end of the school year, any accumulated days in excess of 110 will be dropped from the accumulation and the employee will be compensated for those excess days at the rate of ten (\$10) per day, to be paid the following September of the employee's returning to work.

11.2 Maternity leave: A leave of absence shall be granted to female employees affected by pregnancy, child birth or related medical conditions provided the employee supplies a physician's statement that she is not able to conduct her duties. Such leave shall be treated as any other personal disability and shall run concurrently with the employee's FMLA leave. Maternity leave shall fall under the guidelines of state law, the FMLA, and the District's FMLA policy.

(A) An employee who becomes pregnant will notify her supervisor in writing ninety (90) days prior to the date of disability except in case of emergency. Continued employment shall be permitted as long as the employee is able to perform her duties adequately and can supply the Board with sufficient medical evidence to ensure her health and safety. The Board shall be held harmless from any and all claims related to her pregnancy if that employee elects to continue working while pregnant.

(B) Unpaid child-rearing leave: An employee who has exhausted all paid benefits (i.e., sick leave, etc.) and/or is otherwise ineligible for other disability leave, may take an unpaid leave of absence of up to two (2) full school semesters following the adoption or birth of a child, provided that the total leave does not exceed two (2) full school semesters.

(C) To qualify for child-rearing leave, the employee shall notify the principal of the employee's intent to take leave in writing ninety (90) days prior to the date on which the leave is to begin except in cases of emergency.

(D) The employee's position shall be held for up to two (2) full school semesters and upon return from unpaid child-rearing leave, the employee shall be restored to her former position. To minimize disruption of the school system, employees are encouraged to return at the beginning of a school year but in no event shall they return at any time other than the beginning of a semester. If for any reason that employee's position is eliminated while on leave, that employee shall be offered the first available position for which she is certified and qualified.

11.3 Specialists shall be entitled to up to five (5) paid Bereavement days per occurrence for

funeral in the immediate family. Immediate family as used in this Section shall mean mother, father, brother, sister, spouse, children, grandparent, and significant others of employee and the same relatives of the employee's spouse. To be eligible for leave under this Section, written request shall be presented to the Superintendent at least twenty-four (24) hours prior to any such leave, except for extenuating circumstances when the Superintendent may waive such notice.

11.4 An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall, if requested by such employee, receive the employee's net difference between Workers' Compensation payments and the employee's full pay at the employee's applicable salary rate and such payment by the Board shall continue until any such employee has used all of the employee's accumulated sick pay. Thereafter, the employee shall continue to receive only those monies paid to the employee under the provision of the Worker's

Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provisions of this Section shall be subject to usual and customary payroll deductions (taxes, etcetera). In no event shall any employee receive monies in excess of the regular net earnings to which the employee was entitled prior to any such Workmen's Compensation claim. Deductions to the Specialist's sick leave shall be pro-rated.

11.5 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.

11.6 An employee called as juror will receive the employee's normal pay checks and will sign over to the district the employee's juror earnings. An employee who is subpoenaed to serve as a witness in any legal proceeding relates to his or her employment with the District shall be granted paid leave necessary to comply with such subpoena and such leave shall not be deducted from the employee's personal, sick, or other leaves provided for in this Agreement.

11.7 An employee called to serve an annual training tour of duty with the National Guard or Armed Forces Reserves will, for ten (10) school days, be paid the difference between the employee's pay for such government service and the amount of earnings lost by him for reason of such service based on the employee's regular daily rate.

11.8 Specialists will be encouraged to take professional days for the benefit of the school district and granted at least three (3) days per school year. Professional days, with or without pay, shall be at the sole discretion of the Superintendent of Schools, or the Superintendent's designee.

11.9 Leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the Board.

11.10 The Board agrees to pay for a short-term disability insurance policy which begins on the eighth day of illness or the first day of an accident for a period not to exceed twenty-six (26) weeks. This plan shall provide income replacement of sixty (60) percent of an employee benefit with a maximum weekly benefit of \$600. In order to be eligible for disability under this section, an employee must first have exhausted his/her own sick leave.

11.11 Employees will be entitled to three (3) paid personal leave days per year (non-cumulative) for each year of the agreement. Subject to administrative approval, leave shall be granted provided the employee follows the procedure outlined below:

- a. Employees shall submit notice of the personal leave day(s) in accordance with the District's established protocols and procedures~~written notice on form provided by the Superintendent.~~
- b. Twenty-four (24) hours' notice shall be provided except in emergencies.

**ARTICLE XII**  
**SENIORITY, LAYOFF AND**  
**RECALL**

12.1 No later than October 31st of each school year, the employer will develop a seniority list for the Specialists. Seniority will be defined as the length of uninterrupted service within the district as a Specialist in the area for which they are licensed or certified and shall be determined from the first day that the Specialist began work. Authorized leaves are not considered a break in service. In the event of a tie, a Specialist with prior employment within the district in any capacity will be given preference. If such prior employment does not exist,

then those individuals will participate in a drawing to determine seniority.

12.2 In the event of a RIF, the following criteria will be used:

- a. Length of time in District as a Specialist in the area for which they are licensed/certified (seniority)
- b. Satisfactory evaluations. Specialists with two consecutive unsatisfactory evaluations will be subjected to a RIF first.

12.3 Recall rights shall be as follows:

- a. Recall rights shall extend for a period of twenty-four months following the Specialist's last day of employment. Specialists shall be recalled in reverse order of layoff.
- b. The Specialist concerned will be responsible for notifying the District of his/her current contact information no later than July, 31st. This notification will be documented by receipt from an administrator at the SAU.

12.4 Refusal to accept an offer of "like" employment, defined as the same number of hours, at least the same hourly pay, and similar benefits aligned to the current agreement, from the District, or failure to respond to such notice within 72 hours from the time contact is made and acknowledgement of the offer is obtained, either verbally or electronically, will terminate all recall rights. By acknowledging that the person will take the position, the employee will be allowed up to ten (10) business days from the date of acknowledgement to work out a notice if necessary. The employee will state that need at the time of accepting the recall position.

12.5 In the case of a RIF (layoff), if the Specialist is recalled, he/she will retain all seniority and years of service (for purposes of placement on the salary schedule) within the District based on the effective date of the layoff.

### **ARTICLE X III**

### **RETIREMENT**

The Monadnock Regional School District offers regular retirement to Specialists

employed by the District. The time frames indicated for application are to allow for easy transitioning and budgeting purposes. The member should make an appointment with the New Hampshire Retirement System for discussions of their retirement options.

13.1 Any full time member of the bargaining unit who is at least fifty-five (55) years of age and whose age, plus years of service in the District equals seventy-five (75) may apply for regular retirement, as long as they have at least fifteen (15) years of service in the District. A letter of application declaring the intent to retire shall be sent to the School Board via the Superintendent of SAU #93 eighteen (18) months prior to the retirement date. The member may retire in June with written notice given in the preceding January; however, benefits will be paid in eighteen (18) months from the date of the notice.

A. The member shall be paid the following as part of the retirement:

1. Any member retiring pursuant to the provisions of Article 13.1 shall be paid \$75.00 per day for all accumulated leave days.

2. Members retiring pursuant to the provisions of Article 13.1 shall be paid an amount per year of service on the following schedule:

- a. 15-19 years of employment with the District: \$75.00 per year;
- b. 20-24 years of employment with the District: \$100 per year;
- c. 25-29 years of employment with the District: \$125 per year;
- d. 30 or more years of employment with the District: \$175 per year.

**ARTICLE XIV  
MISCELLANEOUS  
PROVISIONS**

14.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

14.2 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no

discrimination in the hiring, training, assignment, promotion, transfer or discipline of Specialists, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, disability, membership and/or activity in the Association.

14.3 The District shall post this Agreement on the District's website within thirty (30) days of voter approval; provided, however, that the District specifically disclaims any liability for the failure or interruption of the website. Printed copies of this Agreement shall be provided by the SAU upon request.

14.4 Any individual contract, heretofore or hereafter executed, between the Board and an individual Specialist, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, it shall be considered invalid and this Agreement, during its duration shall be controlling. Specialists shall be notified as soon as known of any changes in contract assignment. If the Specialist requests the Superintendent will provide an opportunity to meet and discuss the change. Every reasonable effort shall be made by the Specialist and Superintendent to meet prior to the implementation of the change. In the event that the matter is not resolved, the affected Specialist shall the right to present the matter to the School Board. The decision of the Board shall be final.

14.5 No Specialist will be disciplined or reprimanded except for just cause, and any Specialist who alleges to be aggrieved under this Section 14.5 shall have the full access to the Grievance Procedures of this Agreement.

14.6 A Specialist's contract shall only be non-renewed as provided in RSA 189:14-a. In any event, any such Specialist shall be given reasons in writing. In addition, Specialists may use the Grievance Procedure in order to address non-renewals.

14.7 While on duty and for purposes of this Agreement, just cause shall include, but not be limited to, excessive lost time, excessive absenteeism, insubordination, or assault.

## **ARTICLE XV**

### **STRIKES AND SANCTIONS**



15.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof, during the life of this Agreement, nor shall the Board engage in any form of lockout against Specialists. The terms and conditions of this Article shall apply only to this school district.

**ARTICLE XVI**  
**DURATION**

16.1 This Agreement shall be binding upon the Monadnock Regional School District and the Specialists of the Monadnock District SAU 93/NEA-NH Association.

16.2 Unless otherwise specified, this Agreement and its terms shall become effective on the date ratified and executed by the parties hereto, and shall continue and remain in force and effect to and including June 30, ~~2018~~2021, when it shall expire unless an extension is agreed to by both parties in writing prior to such date.

**ARTICLE XVII**  
**NOTICE UNDER AGREEMENT**

17.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Monadnock Regional School District Board Chairman, 600 Old Homestead Highway, Swanzey, New Hampshire 03446.

17.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President of the Association at the President's current address.

17.3 Either party, by written notice, may change the address to which future written notices shall be sent

**ARTICLE XVIII**  
**FINAL RESOLUTION**

18.1 This Agreement represents the final resolution of all matters in dispute between the parties.

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX A

Psychologists				Speech Path and OT			
Step	BA/MA	MA+15	MA+30	Step	BA/MA	MA+15	MA+30
0	43,800	46,800	49,825	0	41,800	44,800	47,825
1	44,800	47,800	50,825	1	42,800	45,800	48,825
2	45,800	48,800	51,825	2	43,800	46,800	49,825
3	46,800	49,800	52,825	3	44,800	47,800	50,825
4	47,800	50,800	53,825	4	45,800	48,800	51,825
5	48,800	51,800	54,825	5	46,800	49,800	52,825
6	49,800	52,800	55,850	6	47,800	50,800	53,850
7	50,800	53,800	56,850	7	48,800	51,800	54,850
8	51,800	54,800	57,850	8	49,800	52,800	55,850
9	52,800	55,800	58,850	9	50,800	53,800	56,850
10	53,800	56,800	59,850	10	51,800	54,800	57,850
11	54,850	57,850	60,850	11	52,850	55,850	58,850
12	55,850	58,850	61,850	12	53,850	56,850	59,850
13	56,850	59,850	62,850	13	54,850	57,850	60,850
14	57,850	60,850	63,850	14	55,850	58,850	61,850
15	58,850	61,850	64,850	15	56,850	59,850	62,850
Off-Step	61,300	65,300	69,325	Off-Step	59,300	63,300	67,325

  

Step	SLPA	COTA
0	28,500	34,000
1	29,000	34,500
2	29,500	35,000
3	30,000	35,500
4	30,500	36,000
5	31,000	36,500
6	31,500	37,000
7	32,000	37,500
8	32,500	38,000
9	33,000	38,500
10	33,500	39,000
11	34,000	39,500
12	34,500	40,000
13	35,000	40,500
14	35,500	41,000
15	36,000	41,500
16	36,500	42,000
17	37,000	42,500
18	37,500	43,000
19	38,000	43,500
20	38,500	44,000
21	39,000	44,500
22	39,500	45,000
23	40,000	45,500
24	40,500	46,000

Off-step employees will receive a 4.75% increase in 2015-2016, a 2% increase in 2016-2017, and a 1.5% increase in 2017-2018.

<b>BS/BA/MS/MA</b>		<b>MS/MA+15</b>		<b>MS/MA+30</b>		<b>SLPA/COTA</b>	
BAMA-0	\$52,000.00	MSMA15-0	\$54,000.00	MSMA30-0	\$56,000.00	Step 1	\$37,000.00
BAMA-1	\$53,000.00	MSMA15-1	\$55,000.00	MSMA30-1	\$57,000.00	Step 2	\$38,000.00
BAMA-2	\$54,000.00	MSMA15-2	\$56,000.00	MSMA30-2	\$58,000.00	Step 3	\$39,000.00
BAMA-3	\$55,000.00	MSMA15-3	\$57,000.00	MSMA30-3	\$59,000.00	Step 4	\$40,000.00
BAMA-4	\$56,000.00	MSMA15-4	\$58,000.00	MSMA30-4	\$60,000.00	Step 5	\$41,000.00
BAMA-5	\$57,000.00	MSMA15-5	\$59,000.00	MSMA30-5	\$61,000.00	Step 6	\$42,000.00
BAMA-6	\$58,000.00	MSMA15-6	\$60,000.00	MSMA30-6	\$62,000.00	Step 7	\$43,000.00
BAMA-7	\$59,000.00	MSMA15-7	\$61,000.00	MSMA30-7	\$63,000.00	Step 8	\$44,000.00
BAMA-8	\$60,000.00	MSMA15-8	\$62,000.00	MSMA30-8	\$64,000.00	Step 9	\$45,000.00
BAMA-9	\$61,000.00	MSMA15-9	\$63,000.00	MSMA30-9	\$65,000.00	Step 10	\$46,000.00
BAMA-10	\$62,000.00	MSMA15-10	\$64,000.00	MSMA30-10	\$66,000.00	Step 11	\$47,000.00
BAMA-11	\$63,000.00	MSMA15-11	\$65,000.00	MSMA30-11	\$67,000.00	Step 12	\$48,000.00
BAMA-12	\$64,000.00	MSMA15-12	\$66,000.00	MSMA30-12	\$68,000.00	Step 13	\$49,000.00
BAMA-13	\$65,000.00	MSMA15-13	\$67,000.00	MSMA30-13	\$69,000.00	Step 14	\$50,000.00
BAMA-14	\$66,000.00	MSMA15-14	\$68,000.00	MSMA30-14	\$70,000.00	Step 15	\$51,000.00
BAMA-15	\$67,000.00	MSMA15-15	\$69,000.00	MSMA30-15	\$71,000.00	Max Step	\$52,000.00
BAMA-Max	\$69,000.00	MSMA15-Max	\$71,000.00	MSMA30-Max	\$73,000.00		

## APPENDIX B

The School Board agrees to provide health insurance coverage through the following health care plan options to employees covered under this Agreement:

1. ~~Blue Choice 3 Tier POS Plan~~BC3TDR – RX 10/20/45
2. ~~Matthew Thornton AB20IPDED~~ – RX 10/20/45
3. ~~Matthew Thornton Blue AB5~~ – RX 10/20/45
- 3.4. BC3T15IPDED – RX 10/20/45

Employees may select single, two person, or family plans. During the term of this Agreement, the District shall pay eighty-~~five two~~ percent (~~85~~82%) of the ~~Mathew Thornton Blue~~BC3TDR – RX 10/20/45 plan (single, two person, or family) or the cash equivalent towards any of the other plans.

Any employee who chooses not to be enrolled in a district sponsored health insurance plan shall receive a yearly cash disbursement ~~of \$2,500~~ to be paid at the end of each school year, upon proof of coverage ~~by another carrier~~through an alternate employer-sponsored health insurance. The annual cash disbursement amount shall be \$2,500 for employees otherwise eligible to enroll in single coverage through the District, \$4,000 for employees otherwise eligible to enroll in two-person coverage through the District, and \$5,000 for employees otherwise eligible to enroll in family coverage through the District. These payments may be prorated for part-time employees.

Notwithstanding the foregoing, the District and the Union agree that if the insurance premium cost for the BC3TDR – RX 10/20/45 insurance plan will trigger the application of the so-called “Cadillac Tax,” as it may be amended, the parties shall also follow the procedure below:

- i. It is agreed that the District or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan(s) that may be necessary to avoid the application of the Cadillac Tax to the District or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally

compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The District shall assist the Union in obtaining plan design and pricing information from insurance providers.

ii. If within ninety (90) days of either party's request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan(s) necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:

1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the Affordable Care Act; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article 10.5, Level D.

2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.

3. The District and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax and redistribute any savings realized as a result of changing insurance plans. The District and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.

4. The arbitrator shall be empowered to select either the District's proposal or the Union's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.

iii. Nothing in Appendix B shall be construed as requiring the District or the Union to submit any other dispute that may arise between them to interest arbitration or binding arbitration. ~~In the event that any of the health insurance plans offered by the District would result in the imposition of an excise tax (Cadillac Tax) on the District, the parties agree to exchange proposals limited to~~

~~identifying a health insurance plan that complies with the Affordable Care Act and that does not result in the imposition of the Cadillac tax no later than February 1, 2017. If the parties are not able to agree on one of the proposed plans by May 1, 2017, as the only plan to be made available to bargaining unit members, bargaining unit members who continue to participate on plans subject to the Cadillac Tax shall be responsible for covering the entire cost of the Cadillac Tax imposed as a result of the Affordable Care Act, regardless of how or upon whom the Cadillac Tax is imposed. The District shall have the right to take action necessary to cover the cost of the Cadillac Tax, including but not limited to withholding wages or increasing employees' portion of the health insurance premium.~~

**APPENDIX C  
GRIEVANCE REPORT FORM**

Grievance No. \_\_\_\_\_ School District \_\_\_\_\_

To \_\_\_\_\_  
(Name of Principal)

Complete in triplicate with copies to:

1. Principal
2. Superintendent
3. Association

School: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Date Filed: \_\_\_\_\_

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**LEVEL A**

Date of Grievance \_\_\_\_\_

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

2. Relief Sought:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Answer given by Principal:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Position of Grievant:



Signature\_\_\_\_\_

Date\_\_\_\_\_

**LEVEL B**

Date received by Superintendent\_\_\_\_\_

Answer given by Superintendent:

Signature\_\_\_\_\_

Date\_\_\_\_\_

Position of Grievant:

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**LEVEL C**

Date submitted to School Board:

Answer given by School Board: \_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

Position of Grievant:

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**LEVEL D**

Date submitted to Advisory Arbitration\_\_\_\_\_

Disposition of Arbitrator:

Signature\_\_\_\_\_

Date\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

Position of Grievant:

IN WITNESS WHEREOF the parties have executed this agreement on this 24<sup>th</sup>  
day of June 2015.

MONADNOCK REGIONAL SCHOOL BOARD by:

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SPECIALISTS OF MONADNOCK, SAU 93 ASSOCIATION by:

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