

TIMBERLANE REGIONAL SCHOOL BOARD'S TENTATIVE AGREEMENT #2
WITH THE TIMBERLANE TEACHERS' ASSOCIATION

October 26, 2023

The School Board makes the following tentative agreement with the Association. Items in bold are to be added and items struck-through are to be deleted.

Terri D. Demaree
TA 11-8-23

ARTICLE 1 – RECOGNITION

Amend Section 1.2:

The Bargaining Unit consists of full-time and part-time professional employees of the Timberlane Regional School District including school nurses and professional employees whose positions require either certification by the State Board of Education and/or licensure/endorsement by an appropriate New Hampshire State board or agency or the Behavior Analyst Certification Board as a professional engaged in classroom teaching, to include specialists such as art, music, physical education, industrial arts, school counselors, educational strategists, school psychologists, **social workers**, associate school psychologists, speech therapists, occupational therapists, behaviorists, physical therapists, reading consultants, and librarians (media generalists). **Interventionists who hold certification as required by the School District also are included in the bargaining unit.** For the behaviorist position, in the event the State of New Hampshire offers licensure or certification/endorsement for this position or area, the behaviorist shall be required to obtain the appropriate New Hampshire credential.

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The parties agree to petition the PELRB to amend its unit certification accordingly.

ARTICLE 4 – GRIEVANCES

The Union has withdrawn its proposal to amend Section 4.5.3 (allow grievances of dismissals and continuing contract teachers' non-renewals).

ARTICLE 5 – LEAVES OF ABSENCE

Amend Section 5.2.1:

On the first work day of ~~each calendar month~~ **the work year**, each employee shall be granted **15 days of** paid sick leave due to ~~personal illness at the rate of one and one-half (1.5) days per calendar month to a maximum of fifteen (15) days per year.~~ Sick leave may be utilized at the employee's discretion for any FMLA purpose, **the employee's own illness**, other family illness of the employee's parent, spouse, child, or other person who resides in the employee's household or for whom the employee has caretaking responsibilities, or for any other purpose as may be approved at the discretion of the Superintendent. Sick leave days shall accumulate up to one hundred

twenty (120) total days. Salary settlements will incorporate the 1.5 days per month concept. Sick leave may be taken in quarter (1/4) ~~day~~ **hour** increments.

Add new Section 5.2.4:

No employee shall be required to prepare substitute plans for more than the first three (3) school days of absence.

Amend Section 5.3.3:

A Board of Review will be established to determine the assignment of days from the pool. This Board of Review shall only have control over the assignment of extended disability leave benefits from the pool. **A minimum of four (4) affirmative votes is required for approval.** The Board of Review shall consist of:

- The president of the Timberlane Teachers' Association or his/her designee **and one (1) additional person appointed by the TTA president;**
- The Association Building Representative of the employee in question, or a member of the unit chosen by the applicant;
- The Building Principal of the employee in question;
- The Superintendent of Schools or his/her designee;
- The School Board Chairman or his/her designee.

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The Board has notified the Union that, effective with commencement of the next collective bargaining agreement on July 1, 2024, it intends to cease paying employees during FMLA leave after the employees have exhausted paid leaves. No amendment to the collective bargaining agreement is necessary to make this change because the agreement does not address it. This notice was given so that the Union would have an opportunity to negotiate over the issue if it wished.

ARTICLE 9 – MISCELLANEOUS

The Union has withdrawn its proposal to amend Section 9.4.1 (add just cause requirement for non-renewal and dismissal).

The Union has withdrawn its proposal to amend Section 9.5 (20-day timeline for investigating employee complaints against each other).

ARTICLE 10 – WORK DAYS/YEAR

The Board has withdrawn its proposal to amend Section 10.1.1 (teachers' availability after school).

The Union has withdrawn its proposal to amend Section 10.1.3.1 (add prohibition on evening meetings not for school-wide or District-wide purpose).

The Union has withdrawn its proposal to amend Section 10.1.4 (add prohibition on faculty and District meetings not for school-wide or District-wide purpose).

The Union has withdrawn its proposal to amend Section 10.3.1 (increase elementary planning time from 225 to 250 minutes per week).

The Union has withdrawn its proposal to amend Section 10.8.1 (half a non-instructional day before the school year will be set aside to prepare for the start of the school year).

The Board has withdrawn its proposal to amend Section 10.8.2 (require a half flex day to be used for preparation to start school year and a half flex day to be used for mandatory trainings).

Add new Section 10.10:

Time Worked Beyond the Work Year

Summer Meetings: A teachers shall be paid \$35 per hour for meetings which occur between work years that the teacher is approved to attend.

The Union has withdrawn its proposal to add new Section 10.11 (no simultaneous remote and ins-person teaching).

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ARTICLE 11 – PROFESSIONAL COMPENSATION

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Amend Section 11.3:

~~Effective July 1, 2019, each teacher who has completed fifteen (15) or more years of service in the District shall receive longevity equal to \$150 per completed year of service in the District, up to a maximum of thirty (30) years of service in the District. Longevity will be paid in a lump sum by July 15th after the end of the school year in which it is earned. Employees shall continue to accrue years of service to the Timberlane School District for purposes of longevity pay for the duration of this agreement.¹~~

Effective July 1, 2021, each teacher who has completed fifteen (15) or more years of service in the District shall receive longevity equal to \$175 per completed year of service in the District, up to a maximum of thirty (30) years of service in the District. Longevity will be paid in a **separate** lump sum by July 15th after the end of the school year in which it is earned. Employees shall continue to accrue years of service to the Timberlane School District for purposes of longevity pay for the duration of this agreement.²

Amend Section 11.8.2:

Registered nurses who do not hold a Bachelor's, Master's or Doctorate degree shall be compensated at ~~ninety percent (90%)~~ **one hundred percent (100%)** of the Bachelor's track teacher rates as delineated in Appendix A. Licensed practical nurses

¹ For example, if a teacher completes her 17th year of service in the District in June 2020, she will receive a longevity payment of \$2,550 by July 15, 2020.

² For example, if a teacher completes her 17th year of service in the District in June ~~2022~~ **2025**, she will receive a longevity payment of \$2,975 by July 15, ~~2022~~ **2025**.

who do not hold a Bachelor's, Master's or Doctorate degree shall be compensated at eighty-five percent (85%) of the Bachelor's track teacher rates as delineated in Appendix A.

The Union has withdrawn its proposal to add new Section 11.11 (replace MOU for extra and co-curricular stipends).

Add new Section 11.12:

All employees covered by this collective bargaining agreement shall receive their notification of employment and individual contract on or before May 15th of each year. The employee shall return the signed contract on or before the first school day in June. Upon written request to the Superintendent, an extension may be granted. The notification and individual contract can be sent and returned with an electronic signature.

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Add new Section 11.13:

In addition the their salaries in Appendix A, the following employees will receive a differential payment of \$5000 per year: school psychologists, speech therapists, occupational therapists, behaviorists, physical therapists, school nurses, and social workers. The differential will be paid in the same bi-weekly installments as Appendix A salaries. The differential will be prorated for employees who work less than 1.0 FTE or work less than the full contract year.

ARTICLE 13 – RETIREMENT INCENTIVE

Amend Section 13.2:

A teacher must submit written notice of his/her intention to retire under this program to the Superintendent of Schools no later than ~~January 1~~ **October 15** of the last full school year of full-time employment. Under extraordinary circumstances, a maximum of one teacher per school year may withdraw such notice or submit such notice after ~~January 1~~ **October 15**. If more than one teacher in a school year seeks to withdraw or submit such notice after ~~January 1~~ **October 15**, the teacher who shall be permitted to withdraw or submit such notice shall be the first teacher who notifies the Superintendent in writing of extraordinary circumstances that justify the late withdrawal or submission. However, in no event may a teacher withdraw such notice or submit such notice after June 1.