

COLLECTIVE BARGAINING AGREEMENT

between the

SPECIALISTS OF MONADNOCK DISTRICT, SAU 93

and the

MONADNOCK REGIONAL SCHOOL DISTRICT

JULY 1, 2021 – JUNE 30, 2024

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Definitions

SCHOOL: The term "School," as used in this Agreement, means any work location or functional division maintained by the District 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 District as defined in Article 1, Section 1, of this Agreement.

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

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

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

<u>BARGAINING UNIT</u>: The Association which represents Psychologists, Occupational Therapists, Occupational Therapy Assistants, Speech Language Pathologists, Board Certified Behavior Analyst, 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 RSA189:13-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 District 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, and Board Certified Behavior Analysts, 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 1stand 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 District 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 District and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the District, unless and until the necessary appropriations have been made by the Annual School District Meeting. The District 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 District 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 District will continue its present practice of deducting professional association dues and forwarding such deduction to the Association treasurer. The District 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 District, 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 District 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 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.
- 5.5 The Specialists' direct supervisor shall make each new Specialist in the Monadnock school system 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 District 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 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. When a Specialist's primary, professional work or responsibilities, such as Special Education meetings, interfere with ability to attend to a scheduled duty, the Specialist will not be responsible for finding coverage for the duty.
- 6.5 The Specialists' direct supervisor will contact each Specialist by May 15th 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 of their assignments for the ensuing academic year before their signed annual Specialist contract is due back to the SAU office.

- 6.6 The District shall provide the Association with a draft of the school calendar for the upcoming school year on or by January fifteenth (15th) of the preceding year. The Association agrees to submit to the District, for its consideration, suggestions for the school calendar on or before February 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 District 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 District agrees to reimburse Specialists at least \$2,000 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 District 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 District shall pay for the cost of criminal background checks.
- 6.10 During the school year, as soon as the District 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, and locking file storage in each building, that ensures confidentiality of the students being served. While the District retains discretion to assign space as necessary to meet the needs of the District, the Specialists' direct supervisor shall facilitate a meeting between each Specialist and their respective building principal prior to the assignment of office, treatment/assessment, and/or storage space.
- 6.12 The District shall budget a minimum of \$800.00 per year per Specialist 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 2021-2022 school year should be submitted by the

Friday prior to April vacation of the 2021-2022 school year).

- 6.13 Specialists (including assistants) in each discipline (Speech Pathology, Psychology, and Occupational Therapy, BCBA) 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.
- 6.14 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.
- 6.15 To the extent a Specialist's direct supervisor is changed from a prior year, absent exigent circumstances, the District shall provide each Specialist with notice of their direct supervisor by the first day of the school year.

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 eightynine (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. All employees will have an opportunity prior to June 30th to select in writing the 26 pay period with 22 paychecks (balloon option) or 22 pay period option for the school year.

- 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.) If the SAU authorizes the assignment of work related to a Specialist's area of expertise outside contracted work year, Specialists will be paid their per diem contract rate for such work.
- 7.4 The Salary Schedule, for purposes of this Agreement, is set forth in Appendix A attached hereto.
 - 7.4.1 Employees on the Salary Schedule will advance from step to step each year that this Agreement is in effect. Off-Step employees will receive wage adjustments in each year of the Agreement on the following schedule:
 - July 1, 2021 BAMA Off Step receives 3% increase

 MSMA15 Off Step receives 3% increase

 MSMA30 Off Step receives 3% increase
 - July 1, 2022 BAMA Off Step receives 2.5% increase

 MSMA15 Off Step receives 2.5% increase

 MSMA30 Off Step receives 2.5% increase
 - July 1, 2023 BAMA Off Step receives 2% increase

 MSMA15 Off Step receives 2% increase

 MSMA30 Off Step receives 2% increase

Employees who advance past the "Maximum" step on the Salary Schedule while this Agreement is in effect shall receive a wage adjustment according to the schedule above as of the first July in which they have advanced past the "Maximum" step.

7.5 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 upon request.

- 7.6 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.
- 7.7 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 \$56,500.00, then a 50% FTE employee in the MSMA+15 lane at Step 1 would earn \$28,250.

ARTICLE VIII
[RESERVED]

ARTICLE IX

INSURANCE

- 9.1 The District 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 District 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 District will provide proof of coverage by the first day of school each year.
- 9.3 The District 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.

- 9.6 The District agrees to pay each year 90% of the current year's Delta Dental Insurance Plan C or its equivalent, which pays up to 100% of coverage A, 80% of coverage B, 50% of coverage C, 0 deductible a year, and maximum coverage of \$1,000 a person a year. Coverage D, Orthodontia, is added at 50% coverage with a lifetime maximum coverage of \$1,000 per person.
- 9.7 The District agrees to pay each year up to 100% of the preceding year's long term disability insurance coverage, which becomes available either after any available STD benefit is exhausted or after 120 days, whichever is longer, with benefits to the SSNRA, affording 70% of pay to a maximum of \$3,500 per month.
- 9.8 The District agrees to offer eligible employees vision coverage through the EyeWorks. To the extent there is a cost associated with such coverage, the District will contribute 82% of the premium cost for such coverage for all employees working at least 30 hours per week. Employees who work less than 30 hours per week shall not be eligible to receive vision benefits.

The District shall also make VSP Choice Plan B vision insurance available to eligible employees at 100% employee cost.

9.8 If an employee is unable to report to work due to a non-work related injury, illness, or medical condition; has exhausted all of their own leave days; and is ineligible for LTD insurance as provided in Article 9.7, then the District will provide a short-term disability benefit equal to sixty (60) percent of the employee's salary, up to a maximum weekly benefit of \$600, until the employee is eligible to enroll in LTD benefits. In no event will short-term disability be provided for more than 120 calendar days.

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.

<u>LEVEL D</u>. 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 first

attempt to mutually agree upon an acceptable arbitrator. If the parties are unable to agree, they shall apply to the New Hampshire Public Employee Labor Relations Board to appoint one. 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 District 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 100 days from one year to the next. At the end of the school year, any accumulated days in excess of 100 will be dropped from the accumulation and the employee will be compensated for those excess days at the rate of ten (\$35) 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 inwriting ninety (90) days prior to the date of disability except in case of emergency.
- (B) Paid Child-Rearing Leave: All employees are entitled to receive fifteen (15) consecutive days of paid child rearing leave during the first fifteen (15) days after the birth or

adoption of a child. In the case of adoptions, the period of leave shall commence when the child is physically turned over to the employee or earlier if required by circumstances.

In the event both parents work for the district, one of the employees may opt to either take fifteen (15) consecutive days of said leave within fifteen (15) days of the birth or adoption or fifteen (15) consecutive days at any time during the first six weeks after the date of the birth or adoption of a child, with the scheduling approved by the Superintendent. Following the fifteen (15) days of paid child rearing leave, the employee may elect to use other paid leave to which they are otherwise eligible.

- (C) Unpaid child-rearing leave: An employee who has exhausted all paid benefits (i.e., sick leave, paid child-rearing 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, grandchild and significant others

of employee and the same relatives of the employee's spouse, and the same step-relatives. 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 District 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 District 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 Workers' Compensation claim. Deductions to the Specialist's leave shall be pro-rated.
- 11.5 Military leave of absence shall be granted by the District 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 District.
- 11.10 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.
 - 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 a retirement incentive:
 - 1. Any member retiring pursuant to the provisions of Article 13.1 shall be paid \$100.00 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--34or more years of employment with the District: \$150 per year;
 - e. 35+ years of employment with the District: \$200 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 District 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 District 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 District 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 District 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, 2024, 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 resolu	tion of all matters in dispute between
the parties.	
	Date
	Date

APPENDIX A

2021-22

BS/BA/MS/N	//A	MS/MA+15		MS/MA+30		SLPA/COT	
BAMA-0	\$53,500	MSMA15-0	\$55,500	MSMA30-0	\$57,500	Step 1	\$42,000
BAMA-1	\$54,500	MSMA15-1	\$56,500	MSMA30-1	\$58,500	Step 2	\$43,000
BAMA-2	\$55,500	MSMA15-2	\$57,500	MSMA30-2	\$59,500	Step 3	\$44,000
BAMA-3	\$56,500	MSMA15-3	\$58,500	MSMA30-3	\$60,500	Step 4	\$45,000
BAMA-4	\$57,500	MSMA15-4	\$59,500	MSMA30-4	\$61,500	Step 5	\$46,000
BAMA-5	\$58,500	MSMA15-5	\$60,500	MSMA30-5	\$62,500	Step 6	\$47,000
BAMA-6	\$59,500	MSMA15-6	\$61,500	MSMA30-6	\$63,500	Step 7	\$48,000
BAMA-7	\$60,500	MSMA15-7	\$62,500	MSMA30-7	\$64,500	Step 8	\$49,000
BAMA-8	\$61,500	MSMA15-8	\$63,500	MSMA30-8	\$65,500	Step 9	\$50,000
BAMA-9	\$62,500	MSMA15-9	\$64,500	MSMA30-9	\$66,500	Step 10	\$51,000
BAMA-10	\$63,500	MSMA15-10	\$65,500	MSMA30-10	\$67,500	Step 11	\$52,000
BAMA-11	\$64,500	MSMA15-11	\$66,500	MSMA30-11	\$68,500	Step 12	\$53,000
BAMA-12	\$65,500	MSMA15-12	\$67,500	MSMA30-12	\$69,500	Step 13	\$54,000
BAMA-13	\$66,500	MSMA15-13	\$68,500	MSMA30-13	\$70,500	Step 14	\$55,000
BAMA-14	\$67,500	MSMA15-14	\$69,500	MSMA30-14	\$71,500	Step 15	\$56,000
BAMA-15	\$68,500	MSMA15-15	\$70,500	MSMA30-15	\$72,500	Max Step	\$57,000
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2022-23 3S/BA/MS/M. BAMA-0 BAMA-1	A	MS/MA+15	\$56,200 \$57,200	MS/MA+30 MSMA30-0 MSMA30-1	\$58,200 \$59,200	Step 1 Step 2	\$42,000 \$43,000
2022-23 3S/BA/MS/M. BAMA-0 BAMA-1 BAMA-2	\$54,200 \$55,200	MS/MA+15 MSMA15-0 MSMA15-1	\$56,200	MS/MA+30 MSMA30-0	\$58,200 \$59,200 \$60,200	Step 1 Step 2 Step 3	\$42,000 \$43,000 \$44,000
2022-23 3S/BA/MS/M. 3AMA-0 3AMA-1 3AMA-2 3AMA-3	\$54,200 \$55,200 \$56,200 \$57,200 \$58,200	MS/MA+15 MSMA15-0 MSMA15-1 MSMA15-2	\$56,200 \$57,200 \$58,200 \$59,200 \$60,200	MS/MA+30 MSMA30-0 MSMA30-1 MSMA30-2	\$58,200 \$59,200	Step 1 Step 2 Step 3 Step 4	\$42,000 \$43,000 \$44,000 \$45,000
2022-23 35/BA/MS/M. 3AMA-0 3AMA-1 3AMA-2 3AMA-3 3AMA-4	\$54,200 \$55,200 \$56,200 \$57,200 \$58,200 \$59,200	MS/MA+15 MSMA15-0 MSMA15-1 MSMA15-2 MSMA15-3	\$56,200 \$57,200 \$58,200 \$59,200 \$60,200 \$61,200	MS/MA+30 MSMA30-0 MSMA30-1 MSMA30-2 MSMA30-3	\$58,200 \$59,200 \$60,200 \$61,200	Step 1 Step 2 Step 3	\$42,000 \$43,000 \$44,000
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2022-23 35/BA/MS/M 3AMA-0 3AMA-1 3AMA-2 3AMA-3 3AMA-4 3AMA-5 3AMA-6 3AMA-7 3AMA-8	\$54,200 \$55,200 \$56,200 \$57,200 \$58,200 \$59,200 \$60,200 \$61,200 \$62,200	MS/MA+15 MSMA15-0 MSMA15-1 MSMA15-2 MSMA15-3 MSMA15-4 MSMA15-5 MSMA15-6 MSMA15-6 MSMA15-7 MSMA15-8	\$56,200 \$57,200 \$58,200 \$59,200 \$60,200 \$61,200 \$62,200 \$63,200 \$64,200	MS/MA+30 MSMA30-0 MSMA30-1 MSMA30-2 MSMA30-3 MSMA30-4 MSMA30-5 MSMA30-6 MSMA30-7 MSMA30-8	\$58,200 \$59,200 \$60,200 \$61,200 \$62,200 \$63,200 \$64,200 \$65,200 \$66,200	Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9	\$42,000 \$43,000 \$44,000 \$45,000 \$46,000 \$47,000 \$48,000 \$49,000 \$50,000
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2022-23 BS/BA/MS/M BAMA-0 BAMA-1 BAMA-2 BAMA-3 BAMA-5 BAMA-5 BAMA-5 BAMA-10 BAMA-10 BAMA-10 BAMA-11 BAMA-11	\$54,200 \$55,200 \$56,200 \$57,200 \$58,200 \$59,200 \$60,200 \$61,200 \$63,200 \$64,200 \$64,200 \$65,200 \$66,200 \$66,200	MS/MA+15 MSMA15-0 MSMA15-1 MSMA15-2 MSMA15-3 MSMA15-4 MSMA15-5 MSMA15-6 MSMA15-7 MSMA15-8 MSMA15-9 MSMA15-10 MSMA15-11 MSMA15-11	\$56,200 \$57,200 \$58,200 \$59,200 \$60,200 \$61,200 \$63,200 \$64,200 \$65,200 \$66,200 \$66,200 \$66,200 \$66,200 \$68,200	MS/MA+30 MSMA30-0 MSMA30-1 MSMA30-2 MSMA30-3 MSMA30-4 MSMA30-5 MSMA30-6 MSMA30-7 MSMA30-8 MSMA30-9 MSMA30-10 MSMA30-11 MSMA30-12 MSMA30-13	\$58,200 \$59,200 \$60,200 \$61,200 \$63,200 \$64,200 \$65,200 \$67,200 \$68,200 \$69,200 \$70,200 \$71,200	Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 Step 11 Step 12	\$42,000 \$43,000 \$44,000 \$45,000 \$46,000 \$47,000 \$48,000 \$49,000 \$50,000 \$51,000 \$52,000 \$53,000 \$54,000 \$55,000
2022-23 BS/BA/MS/M BAMA-0 BAMA-1 BAMA-2 BAMA-3 BAMA-4 BAMA-5 BAMA-6 BAMA-7 BAMA-8 BAMA-10 BAMA-11 BAMA-12 BAMA-12 BAMA-13 BAMA-14	\$54,200 \$55,200 \$56,200 \$57,200 \$58,200 \$59,200 \$60,200 \$61,200 \$63,200 \$64,200 \$65,200 \$66,200 \$66,200 \$66,200 \$66,200 \$66,200 \$66,200	MS/MA+15 MSMA15-0 MSMA15-1 MSMA15-2 MSMA15-3 MSMA15-4 MSMA15-5 MSMA15-6 MSMA15-7 MSMA15-8 MSMA15-9 MSMA15-10 MSMA15-11 MSMA15-11 MSMA15-13 MSMA15-13	\$56,200 \$57,200 \$58,200 \$59,200 \$60,200 \$61,200 \$62,200 \$63,200 \$65,200 \$66,200 \$66,200 \$67,200 \$68,200 \$69,200	MS/MA+30 MSMA30-0 MSMA30-1 MSMA30-2 MSMA30-3 MSMA30-4 MSMA30-5 MSMA30-6 MSMA30-7 MSMA30-8 MSMA30-9 MSMA30-10 MSMA30-11 MSMA30-12 MSMA30-13 MSMA30-14	\$58,200 \$59,200 \$60,200 \$61,200 \$63,200 \$64,200 \$65,200 \$66,200 \$67,200 \$68,200 \$69,200 \$70,200 \$71,200 \$72,200	Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 Step 11 Step 12 Step 13 Step 14 Step 15	\$42,000 \$43,000 \$44,000 \$45,000 \$46,000 \$47,000 \$48,000 \$49,000 \$50,000 \$51,000 \$52,000 \$53,000 \$54,000 \$55,000 \$55,000
2022-23 BS/BA/MS/M BAMA-0 BAMA-1 BAMA-2 BAMA-3 BAMA-5 BAMA-5 BAMA-6 BAMA-7 BAMA-7 BAMA-9 BAMA-10 BAMA-11 BAMA-11 BAMA-12 BAMA-13	\$54,200 \$55,200 \$56,200 \$57,200 \$58,200 \$59,200 \$60,200 \$61,200 \$63,200 \$64,200 \$64,200 \$65,200 \$66,200 \$66,200	MS/MA+15 MSMA15-0 MSMA15-1 MSMA15-2 MSMA15-3 MSMA15-4 MSMA15-5 MSMA15-6 MSMA15-7 MSMA15-8 MSMA15-9 MSMA15-10 MSMA15-11 MSMA15-11 MSMA15-13 MSMA15-13	\$56,200 \$57,200 \$58,200 \$59,200 \$60,200 \$61,200 \$62,200 \$63,200 \$64,200 \$66,200 \$66,200 \$66,200 \$67,200 \$68,200 \$69,200 \$70,200 \$71,200	MS/MA+30 MSMA30-0 MSMA30-1 MSMA30-2 MSMA30-3 MSMA30-4 MSMA30-5 MSMA30-6 MSMA30-7 MSMA30-8 MSMA30-9 MSMA30-10 MSMA30-11 MSMA30-12 MSMA30-13	\$58,200 \$59,200 \$60,200 \$61,200 \$63,200 \$64,200 \$65,200 \$67,200 \$68,200 \$69,200 \$70,200 \$71,200	Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 Step 11 Step 12 Step 13 Step 14	\$42,000 \$43,000 \$44,000 \$45,000 \$46,000 \$47,000 \$48,000 \$49,000 \$50,000 \$51,000 \$52,000 \$53,000 \$54,000 \$55,000

2023-24							
BS/BA/MS/M	Α	MS/MA+15		MS/MA+30		SLPA/COTA	
BAMA-0	\$54,900	MSMA15-0	\$56,900	MSMA30-0	\$58,900	Step 1	\$42,000
BAMA-1	\$55,900	MSMA15-1	\$57,900	MSMA30-1	\$59,900	Step 2	\$43,000
BAMA-2	\$56,900	MSMA15-2	\$58,900	MSMA30-2	\$60,900	Step 3	\$44,000
BAMA-3	\$57,900	MSMA15-3	\$59,900	MSMA30-3	\$61,900	Step 4	\$45,000
BAMA-4	\$58,900	MSMA15-4	\$60,900	MSMA30-4	\$62,900	Step 5	\$46,000
BAMA-5	\$59,900	MSMA15-5	\$61,900	MSMA30-5	\$63,900	Step 6	\$47,000
BAMA-6	\$60,900	MSMA15-6	\$62,900	MSMA30-6	\$64,900	Step 7	\$48,000
BAMA-7	\$61,900	MSMA15-7	\$63,900	MSMA30-7	\$65,900	Step 8	\$49,000
BAMA-8	\$62,900	MSMA15-8	\$64,900	MSMA30-8	\$66,900	Step 9	\$50,000
BAMA-9	\$63,900	MSMA15-9	\$65,900	MSMA30-9	\$67,900	Step 10	\$51,000
BAMA-10	\$64,900	MSMA15-10	\$66,900	MSMA30-10	\$68,900	Step 11	\$52,000
BAMA-11	\$65,900	MSMA15-11	\$67,900	MSMA30-11	\$69,900	Step 12	\$53,000
BAMA-12	\$66,900	MSMA15-12	\$68,900	MSMA30-12	\$70,900	Step 13	\$54,000
BAMA-13	\$67,900	MSMA15-13	\$69,900	MSMA30-13	\$71,900	Step 14	\$55,000
BAMA-14	\$68,900	MSMA15-14	\$70,900	MSMA30-14	\$72,900	Step 15	\$56,000
BAMA-15	\$69,900	MSMA15-15	\$71,900	MSMA30-15	\$73,900	Max Step	\$57,000
BAMA-Max	\$70,900	MSMA15-Max	\$72,900	MSMA30-Max	\$74,900		

APPENDIX B

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

- 1. BC3TDR RX 10/20/45
- 2. AB20IPDED RX 10/20/45
- 3. $AB5 RX \frac{10}{20}/45$
- 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-one percent (81%) of the 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 to be paid at the end of each school year, upon proof of coverage through an alternate employer-sponsored health insurance. To be eligible to receive the applicable buy-out amount, proof of alternate employer-sponsored health insurance must be provided to the Business Office by May 1st or upon a qualifying change in status, whichever is later. 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. The disbursement amount shall be prorated for any employee who was not enrolled on alternative coverage through another employer-sponsored plan for the entire fiscal year.

If any employee is enrolled in District health insurance through another District employee (i.e., where one employee is the primary subscriber and the second employee is enrolled under the primary employee's plan), the non-subscribing employee shall be eligible to receive a disbursement amount equal to the premium cost share paid by the subscribing employee, up to the cash disbursement amount that the non-subscribing employee would be eligible to receive if they were enrolled in non-District health insurance.

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.

APPENDIX C GRIEVANCE REPORT FORM

Grie	vance No			School District
To_	(Name of Principal)	1. 2.	omplete in triplicate w Principal Superintendent Association	ith copies to:
Scho	pol:	Name of Grievan	t:	Date Filed:
*		LEVEL A		
Date	e of Grievance			
1.	Statement of Grievance (Be reference to the contract agr		specific violation or c	ondition with proper
2.	Relief Sought:			
Sign	nature		Date	
Ans	wer given by Principal:			
Sign	nature-		Date	
Posi	tion of Grievant:			
Sign	nature		Date	

LEVEL B

Date received by Superintendent:	=
Answer given by Superintendent:	
G:	7
Signature	Date
Position of Grievant:	
LEVEL C	
Date submitted to School Board:	
Answer given by School Board:	
Signature	Date
Position of Grievant:	

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 6 day of APRIL 2020.

day of <u>Αρακ</u> 2020.	
MONADNOCK REGIONAL SCHOOL DISTRICT by:	
Just pos Scott Perio	3
	
PECIAL ICTO OF MONA DNIGOV, CALLOS A COO CYATT	
PECIALISTS OF MONADNOCK, SAU 93 ASSOCIATI	ION by:
Kus D. Weere	
Beth P. Jon	
	