

MEMORANDUM OF AGREEMENT

MANCHESTER SCHOOL DISTRICT

AND

CERTIFIED INSTRUCTORS UNIT

AGREEMENT: FISCAL YEAR 2024

This agreement is made between the Manchester School District ("District") and the Certified Instructors Unit ("Certified Instructors") in regards to the future transition of the District's Deaf and Hard of Hearing (DHH) Interpreters and the Credit Recovery Specialists from the CI bargaining unit into an alternative bargaining unit.

WHEREAS the DHH Interpreters and the Credit Recovery Specialists were recognized by the District as part of the Certified Instructors unit during the 2022-2023 school year;

WHEREAS the District and the Certified Instructors reached an agreement that the 2022-2023 school year would be the final year of that bargaining unit;

WHEREAS the District and Union endeavored to find an alternative bargaining unit for these two groups to begin in school year 2023-2024, but have determined that since most Manchester School District bargaining units are entering collective bargaining during the 2023-2024 school year, the best timing for this transition would be the start of the 2024-2025 school year;

THEREFORE, the parties agree to the following provisions:


1. The District will continue to recognize the Certified Instructor Bargaining Unit for the 2023-2024 school year;
2. The District and Union will submit an amended recognition to the Public Employee Labor Relations Board (PELRB) removing the Certified Instructor positions and recognizing the remaining DHH Interpreter and Credit Recovery Specialist positions;
3. The District will place the DHH Interpreters onto Step 18 and 18A of the Yarger-Decker Pay Scale, per the attached schedule;
4. The District will provide a tax-cap equivalent raise of 4.96% to the Credit Recovery specialist employees remaining in this unit;
5. The District and Union will strive to negotiate the movement of both the DHH Interpreters and the Credit Recovery Specialists into an alternative bargaining unit effective July 1, 2024;

6. This agreement shall be in effect until June 30, 2024; and
7. This agreement shall create no past practice or precedent between the parties and that this agreement shall not be used in any proceedings except to enforce its terms.


Signed this 23rd Day of October, 2023.

MANCHESTER SCHOOL DISTRICT,


Joyce Craig, Board Chair


Dr. Jennifer Gillis, Superintendent

CERTIFIED INSTRUCTORS ASSOCIATION,


Heather Geisser, CI President

MANCHESTER
BOARD OF SCHOOL COMMITTEE
AND
MANCHESTER
CERTIFIED INSTRUCTORS NEA-NH
ASSOCIATION
2022-2023

TABLE OF CONTENTS

**CERTIFIED INSTRUCTORS
2020-2022**

	ARTICLE	PAGE
PURPOSE	1	1
RECOGNITION	2	1
NEGOTIATIONS PROCEDURE	3	1
GRIEVANCE PROCEDURE	4	2
STRIKES, SANCTIONS, RESIGNATIONS AND LOCKOUTS	5	6
MANAGEMENT CLAUSE	6	6
DUES DEDUCTIONS	7	6
ASSOCIATION AND EMPLOYEE RIGHTS	8	8
EMPLOYEE DISCIPLINARY PROCEDURES	9	9
OCCUPATIONAL AND PROFESSIONAL IMPROVEMENT	10	10
WORK SCHEDULE	11	11
SAFETY AND HEALTH	12	12
OTHER WORKING CONDITIONS	13	13
PROBATIONARY PERIOD	14	13
SICK LEAVE	15	13
MATERNITY LEAVE	16	14
JURY DUTY	17	15
BEREAVEMENT LEAVE	18	16
INSURANCE	19	17
RETIREMENT	20	19
HOLIDAYS	21	19
COMPENSATION	22	20
GENERAL PROVISIONS	23	20
DURATION	24	21

APPENDICES

GRIEVANCE FORM	APPENDIX A	i
HEALTH INSURANCE	APPENDIX B	ii-xxix
DENTAL INSURANCE	APPENDIX C	xxx-xxxi

ARTICLE ONE

PURPOSE

The purpose and intent of this document is to set forth the agreement reached between the Board of School Committee (hereinafter referred to as the "Board") and the Manchester Certified Instructor Association, NEA-New Hampshire (hereinafter referred to as the "Association") with respect to wages, hours and other terms and conditions of employment for the bargaining unit described in Article Two, Recognition.

ARTICLE TWO

RECOGNITION

1. The Board of School Committee hereby recognizes the Association as the exclusive representative for all public employees in the bargaining unit.
2. The bargaining unit is limited to all full-time and regular part-time employees as certified by the N.H. PELRB on 8/19/14, including the following positions:
 - Certified Instructor: Title I
 - DHH & Visual Interpreters
 - Certified Instructor: Credit Recovery
3. All other employees of the Board are excluded from the bargaining unit.
4. Whenever the Board establishes a new position, the Board shall provide to the Association President, prior to the posting of the position, a copy of the job description.

ARTICLE THREE

NEGOTIATIONS PROCEDURE

1. Either party desiring to bargain a successor Agreement may serve written notice to the other of its intentions within the deadlines set forth in RSA 273-A. Thereafter, the parties shall schedule a meeting at a mutually agreed upon time and place to commence negotiations and establish ground rules.
2. Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

ARTICLE FOUR

GRIEVANCE PROCEDURE

1. Definitions

A “grievance” is an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement with respect to a public employee.

The term “days” when used in this Article shall mean Monday through Friday, excluding holidays or other days when the Central Administration office is closed.

2. Purpose

The purpose of the procedure is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that the proceedings at any level will be kept appropriately informal and confidential.

Nothing herein contained will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate supervisor and to have the grievance adjusted without the intervention of the Association, provided that such adjustment is not inconsistent with the terms of the Agreement. The Association shall have the right to communicate its concerns to the appropriate administrator, relative to any interested party; however, this right shall not extend to being present at any meeting, unless the grievant wants the Association to be there. Any adjustment reached without the presence of a designated representative of the Association shall not be precedential in any way.

3. Procedures

Since it is anticipated that nearly all grievances can be resolved informally at level one, it is important that the complaint be processed as rapidly as possible. The timelines contained herein should be considered a maximum. The time limits may be extended by written mutual agreement.

Bargaining unit members shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until their grievance(s) is resolved, provided that such assignments, rules and/or regulations do not jeopardize that bargaining unit member’s personal safety and/or integrity.

A. Level One Discussion

If the grievance is not brought to the attention of a bargaining unit member's immediate supervisor within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be considered waived. An aggrieved person shall give written notice to the immediate supervisor and a brief explanation of the alleged grievance. Such aggrieved person will informally discuss the complaint with his/her immediate supervisor either directly or through the Association's representative with the object of seeking resolution. The immediate supervisor shall hold a discussion with the grievant and his/her Association representative, if the representative is requested by the grievant, within five (5) days after receiving the written grievance notice. The immediate supervisor shall give an answer within five (5) days from the date that the complaint is informally discussed.

B. Level Two Formal Grievance

If the grievant is not satisfied with the disposition of the grievance at Level one, or if no decision has been rendered within ten (10) days after the informal meeting at Level one, the grievant may file the grievance, in writing, with the Association's Grievance Committee within five (5) days after the decision at Level one or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days of the receipt of the grievance the Chair of the Association Grievance Committee may refer the grievance in writing to the Superintendent or his/her designee. The grievance and its specifics shall be submitted on the form contained in Appendix A of this Agreement.

Within ten (10) days of the receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve it. The Superintendent or his/her designee shall render his/her decision within five (5) days after the meeting.

C. Level Three Pre-arbitration

If the grievant is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within the timeframes specified in Level Two, the grievant may refer the matter, in writing, to the Chair of the Association Grievance Committee within five (5) days after the decision at Level Two, or twenty-five (25)

days after the complaint was referred to Level Two, whichever is sooner. Within five (5) days after receiving the written appeal, the Association may refer the matter, in writing, to the Superintendent's Office who shall schedule a pre-arbitration meeting within fifteen (15) days after receiving the request.

Representatives of the School District, the Association, and the grievant will attend the pre-arbitration meeting. Representative of the Human Resources Department and/or the District's legal representative shall attend as necessary.

The purpose of this meeting is to determine if the grievance can be resolved without arbitration. Failing resolution, the parties will attempt to frame the issue for the arbitrator and to stipulate joint exhibits. The parties will also attempt to agree on an arbitrator.

If no satisfactory resolution is reached as a result of the meeting, the Association may submit a written demand for arbitration, with a copy to the Superintendent's office, to a mutually agreed upon neutral dispute resolution agency under its rules or to the American Arbitration Association under its rules, which rules shall govern the Arbitration hearing.

D. Level Four Arbitration

The arbitrator shall schedule the arbitration hearing at a time and place mutually agreeable to the parties. The Arbitrator shall have no authority to hold a hearing on more than one grievance at any hearing unless the parties mutually agree to the submission of multiple grievances to one arbitrator.

The arbitrator shall not have the power to alter, add to, or subtract from the terms of the Agreement. The arbitrator shall have no authority to render a decision which requires the payment for retroactive wages or adjustments which extend prior to the date when an aggrieved employee knew or should have known of the act or condition upon which the grievance was based, as specified in Section A of this Article.

The decision of the arbitrator shall be final and binding on the parties as to the matter in dispute, except either party may appeal the decision in accordance with RSA Chapter 542.

The costs for the services of the Arbitrator, including reasonable expenses, shall be borne equally by the parties. The parties agree that the party who requests a postponement of any arbitration hearing shall be obligated to pay any related postponement costs or fees.

E. Miscellaneous

1. Failure at any level of the grievance procedure of "management" to render a decision within the specified time limits shall permit the grievance to proceed to the next level.
2. Failure of the grievant and/or the Association to abide by the time limits set forth in this article shall result in the grievance being dismissed without further action being taken with respect to such grievance.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. If, in the judgment of the Association, a grievance affects a group or class of bargaining unit members, the Association's Grievance Committee may file such a grievance in writing at Level Two. In the event of such a grievance, said Committee must specify the names of all bargaining unit members who claim there has been a violation or mis application of a provision of the Agreement as to them, the specific provision(s) involved and the date(s) of the alleged violation(s) or misapplication(s). The signature of the bargaining unit members who claim the violation, etc., must be provided within ten (10) days of the filing or the grievance will not be processed, except if any bargaining unit member is unavailable and a reasonable attempt has been made to secure his/her signature.

ARTICLE FIVE
STRIKES, SANCTIONS, RESIGNATIONS AND LOCKOUTS

The Board and the Association desire uninterrupted services, and, therefore it is agreed that the Board shall not invoke any lockout, and the Association shall not cause, sponsor, encourage or condone any strikes, including "wildcat" strikes, sanctions, wholesale resignations, job actions or any curtailment or interruption of the operations of the Manchester School District. The term "wholesale resignations" shall not include any bargaining unit members who have quit in order to accept job offers, or who have decided to retire. In the event any such activity occurs, the parties shall promptly and publicly notify the participants to cease and desist and a participant's failure to cease and desist constitutes cause for discipline.

ARTICLE SIX
MANAGEMENT CLAUSE

1. The Association agrees that, except as specifically abridged or limited by the provisions of this Agreement or any agreement that hereafter be duly made, all the rights, powers and authority of the Board and its agents to manage, direct or supervise all of the operations of the Manchester School District and its employees in all its phases and details shall be retained by the Board and its agents and the exercise of any such right as set forth in this Article shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE SEVEN
DUES DEDUCTIONS

1. The Board agrees to deduct from the wages of Bargaining Unit Members, who occupy positions included in the bargaining unit dues for the Association as such employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association. Authorizations shall be in writing in the form set forth below, or in the form used by the Association to enroll its members. The employees and the Association shall indemnify and hold the Board and its employees harmless from any and all claims arising out of the deduction from wages.

"Dues Authorization Card"

MANCHESTER CERTIFIED INSTRUCTORS ASSOCIATION

NAME:

ADDRESS:

I hereby request and authorize the Board to deduct from my earnings in accordance with the procedure set forth in Article Seven (7) between the Board and the Association and to transmit to the treasurer of the Association/NEA-New Hampshire an amount sufficient to provide for the regular payment of the membership dues, as certified by the Association for the present school year and for succeeding years. I understand that if I wish to discontinue such deductions for any school year, I must notify the School District Finance office and the Association in writing to do so no later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all its officers from any liability therefore.

Bargaining Unit Member's Signature _____

Dated: _____

2. The Association will certify to the School District Finance office the current rate of its membership dues and will give the district thirty (30) days written notice prior to any change.
3. Dues shall be deducted in equal installments with the exception of the (1st) payday in January, and the (1st) payday after the so-called February and April school vacations.
4. The Board will not be required to honor any authorizations that are delivered to it later than October 15.
5. The October 15th cut-off date shall not apply to probationary employees who satisfactorily complete their probationary period after September 30. If such employees submit a Dues Authorization Card within thirty (30) workdays of the successful completion of their probationary period, they shall have all such dues deducted unequal amounts for the remainder of the twenty (20) pay deduction schedule.

6. No later than October 15, the Association will provide the District Finance office with a list of new employees who have voluntarily authorized the Board to deduct dues for the Association along with copies of their dues authorization cards and the amount of the deduction for each pay period. Any employee desiring to have the Board discontinue deductions that the employee has previously authorized must notify the District Finance officer and the Association sixty (60) days prior to the commencement of the new school year.

ARTICLE EIGHT

ASSOCIATION AND EMPLOYEE RIGHTS

1. The Association shall have the right to place notices, circulars and other materials in the employee mailboxes and on bulletin boards, provided that such written material is not disruptive. A courtesy copy of such material will be given to the Superintendent and the administrator in charge of the worksite. The Association shall also have the right to use the intra-school distribution system to circulate Association materials.
2. If the Board or the School District intends to change its method of operations which involves contracting out for more than thirty (30) consecutive days, the work being performed by bargaining unit members, the Board will give thirty (30) days notice to the Association and the employees covered by this Agreement of its intention. Further the Board will make every effort to absorb affected employees into other District positions. In those cases where employees are not absorbed into other District positions, the Board provides as much notice as possible. The decision to contract out shall not be grievable or subject to arbitration.
3. The parties recognize that the contents of and access to employee personnel files is governed by RSA 275:56. With reasonable notice a bargaining unit member can request copies of the materials. may also attach a written statement to any document for the purposes of clarification or refutation. Employees will be given a copy of any written evaluation or appraisal of performance, which is to be placed in that employee's personnel file. The employee will sign the evaluation or appraisal prior to being filed. The signature requirement is only to show that the employee had an opportunity to review the material before it was filed.
4. Certified Instructors are encouraged to apply for vacant positions within the district. Accordingly, certified instructors who are qualified for teaching vacancy that apply shall be interviewed for the vacancy. If all qualifications are equal, preference shall be given to the certified instructor over persons being hired from outside of the district. Qualifications shall include:

1. Demonstrated teaching ability
2. Certification(s)
3. Performance evaluations
4. Prior teaching experience
5. Professional references

For the purpose of this agreement, the term "vacancy" shall be interpreted as an open teaching position which the district intends to fill that was not otherwise filled in accordance with the requirements of the collective bargaining agreement between the Manchester Board of School Committee and the Manchester Education Association - NEA/NH.

5. This Bargaining Unit shall no longer continue past June 30, 2023. The parties will convene a working committee with equal numbers from each side to transfer recognition of all bargaining unit members identified as Deaf and Hard of Hearing interpreters into another National Education Association ("NEA") - represented bargaining unit.
6. This working group will also support all Certified instructors applying for open teaching positions in the Manchester Education Association ("MEA") bargaining unit. The Association acknowledges that the District, pursuant to Article Eleven, below, has determined not to renew any Certified Instructor positions after June 30, 2023.
7. Nothing herein shall confer any additional rights to employment for any member of this group beyond the rights defined in Article Eleven, below.

ARTICLE NINE

EMPLOYEE DISCIPLINARY PROCEDURES

1. Disciplinary actions shall normally be progressive in accordance with the following order; however, disciplinary action may be taken out of order depending on the severity of the infraction as determined solely by the administration:
 - (a) Documented Verbal warning
 - (b) Written warning
 - (c) Written reprimand
 - (d) Suspension without pay
 - (e) Discharge
2. Disciplinary action shall be proportionate to the severity of the infraction.
3. All reprimands, suspensions and discharges must be in writing. The employee may request reasons.

4. A bargaining unit member, upon his/her request, may have a representative of the Association present during any investigation meeting which may lead to a written reprimand, suspension, or discharge.
5. No bargaining unit member may be reprimanded, suspended, or discharged without proper cause, which means that the evidence supports the disciplinary action.

ARTICLE TEN

OCCUPATIONAL AND PROFESSIONAL IMPROVEMENT

1. **Delegates:** Official Delegates and official members elected to the NEA-New Hampshire Delegate Assembly shall be granted one (1) paid leave of absence day to attend the annual meeting. In addition, Association members, designated by the President, shall be granted one (1) paid leave of absence in order to conduct pre-planned official Association business, such as attending meetings, workshops and conferences. The total number of days under this section shall not exceed five (5) in a calendar year. Such time may be used in blocks of one-half day.
2. **Tuition Reimbursement:** Full time employees may receive reimbursement at accredited colleges, universities or training schools or at related seminars, workshops or conferences, must submit a request for reimbursement at least five (5) days in advance of the start of the education program to the Human Resources Department, which shall determine eligibility. In order to be eligible for reimbursement, the education program must:
 - a. Relate to the current duties and classification of the employee; or be approved as relating to a future work assignment.
 - b. Be approved by the Superintendent or his/her designee.
 - c. Be in accordance with the policies and procedures for educational incentive reimbursement as established by the Human Resources Department.
 - d. Effective upon ratification by the parties, the Board shall pay not more than seventy-five percent (75%) of the costs of tuition, course fees, required textbooks, and materials for any education program(s) for qualified individuals not to exceed a maximum of \$825.00 per person. The total amount for Education Incentive Reimbursement shall not exceed Five Thousand Dollars (\$5,000.00) per fiscal year.

- e. Once an education program is approved as meeting the requirements and paid receipts are submitted, an advance will be made to the qualified Bargaining Unit Member of one-half (½) of the authorized amount. The remainder of the reimbursement will be paid upon the presentation of a certificate of satisfactory completion of the education program, which must be submitted within ninety (90) days of the completion of the course. Failure to satisfactorily complete the course shall result in repayment of the advance through equal payroll deduction over the remaining pay periods. Receipt of the advance shall be deemed consent to the payrolls deductions set forth above.
 - f. Workshops: When attendance at a workshop is mandated by the administration, unit members shall receive pay for the time as may be required by law.
 - g. Full time employees may be granted one (1) paid leave of absence day to attend approved professional development offered outside the District, which falls on a normally scheduled workday, with the approval of the employee's principal or supervisor.
3. Members of the bargaining unit shall have the option to attend the professional development sessions for teachers that are held when students are not in the buildings, including days prior to the beginning of the school year to the extent such professional development days are offered by the District to teaching staff.

ARTICLE ELEVEN

WORK SCHEDULE

1. The parties recognize that the length of the work day and year is contingent upon the number of pupil days, length of the school day, availability of funding, and shall not interfere with the Board's rights to extend or shorten the length of the school year or the length of the school day. The parties also recognize that this Agreement is not a guarantee of work, which may be adjusted subject to the operational needs of the District, the educational needs of students, and available financial resources, including but not limited to "Title I" funding ("limitations"). To this end, each employee shall receive a yearly contract which may or may not be renewed in successive years. In the event the contract is not renewed, the employee shall have no right of recall. The Association and District intend that this contract for the 2022-2023 school year is the final contract for this bargaining unit. Pursuant to RSA 273-A:10, 6-a, the collective bargaining unit certified on August 19, 2014, Case No. E-0163-1, shall be deemed dissolved effective June 30, 2023.
2. The normal workweek for bargaining unit members shall be Monday through Friday. The length of the normal work day for such employees shall be determined at the time of hire and as set forth in the employee's written contract. Nothing herein shall be construed to prevent the District from establishing a schedule that is comprised of a portion of normal work week.

3. All bargaining unit members will be entitled each day to a ten (10) minute respite for each four (4) hours worked. All bargaining unit members, working more than five (5) hours each day, shall be entitled to a lunch break as provided for by law.
4. For the purposes of this contract and benefits eligibility, there shall be three classifications of employees. Those classifications are full time employees, regular part time employees and part time employees. Full time employees are defined as any bargaining unit member who is regularly scheduled to work thirty (30) hours or more per week as averaged over the entire school year. Regular part time are employees that have been employed by the District in a unit position for five (5) or more consecutive years. All employees that are neither full time or regular part time shall be deemed part time employees. Any employee whose longevity in this unit is interrupted solely by the other service to the District of Manchester for a period not to exceed three (3) consecutive years, shall retain prior longevity upon returning to this unit.
5. Full time and regular part time employees shall receive notice of the District's intent to rehire, subject to receipt of anticipated funding, no later than June 30th of the prior school year. Full time and regular part time employees shall notify the District of their intent to return to employment in the next school year no later than July 15th following notification by the District. Whenever possible, employees shall provide two (2) weeks notice of intent to resign from a position with the District.

ARTICLE TWELVE

SAFETY AND HEALTH

1. The School District shall have the right to make reasonable regulations for the safety and health of its employees during their working hours of employment. Representatives of the District and the Association will meet once in ninety (90) days at the request of either party to discuss such regulations. Members of the bargaining unit will comply with the reasonable rules and regulations to safety and health promulgated by the District. In addition, employees will receive appropriate training as determined by the Superintendent.

ARTICLE THIRTEEN

OTHER WORKING CONDITIONS

1. All full time bargaining unit members will be entitled to one (1) personal day, which shall be taken only on a scheduled work day, provided, however, it cannot be used on a work day, prior to or after, a school vacation period without the supervising administrator's written approval. Except in the case of an emergency, the bargaining unit member must notify in writing his/her supervising administrator at least twenty-four (24) hours prior to use. Personal days shall expire if unused at the end of the year.
2. Bargaining unit members classified as "grandfathered employees" as defined in Article 19, paragraph 6, excluding those who are collecting from city or state retirement funds, shall be allowed to work in after school programs, such as 21st Century. However, these employees shall not be allowed to work over forty (40) hours in a week, nor shall after school work count towards in this agreement.

ARTICLE FOURTEEN

PROBATIONARY PERIOD

The normal probationary period shall be four (4) working months. In an unusual circumstance, the probationary period may be extended for an additional four (4) months. In such a case, the probationary full time employee shall be eligible for all contract benefits except for vacation leave. Such employees may be terminated with or without cause during said initial or extended probationary period. Employees that completed their probationary period prior to the effective date of this contract shall not be required to complete an additional probationary period.

ARTICLE FIFTEEN

SICK LEAVE

1.
 - A. All full time and regular part time employees within the bargaining unit shall be entitled to accrue paid sick leave as of his/her first day of actual work but no accrued sick leave may be used until an employee's initial probationary period has been completed. Sick leave shall accrue at the rate of one and one quarter (1.25) workdays per month with pay after completion of the probationary period (not to exceed 12 days per school year).
 - B. Sick leave may be used only for an employee's personal illness or injury that prevents him/her from doing the job. Sick leave shall be prorated for regular part time employees.

2. Any unused sick leave credit may be accumulated up to a maximum of one hundred and twenty (120) work days. Employees shall be grandfathered as to any sick leave that has accumulated prior to the effective date of this initial contract.
3. An employee on sick leave shall inform his/her immediate supervisor of the fact and the reasons therefore, as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Superintendent or his/her designee may require a doctor's certificate before approving sick leave with pay for a period of more than three (3) days on any one period of absence.
4. Sick Leave may be used in blocks of two (2) hours for medical appointments.
5. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged in the amount not smaller than two (2) hours.
6. The Superintendent or his/her designee reserves the right to have an independent physician examine any employee at the District's expense, who claims sick leave and who, in the opinion of the Superintendent or his/her designee, is not entitled to sick leave.
7. Full time and regular part time employees who use six (6) or less paid sick days during a fiscal year (July 1 through June 30) will receive two (2) incentive leave days with pay during the following fiscal year (July 1 through June 30). An employee must give notice for use of any unused incentive leave days on or before June 1 that are to be used during the month of June. If an employee's elected use of the incentive leave days in June is denied, the employee shall be paid for said day. Incentive days shall not extend vacation days unless approved by the Superintendent.

ARTICLE SIXTEEN

MATERNITY LEAVE

1. Upon application of a bargaining unit member at least sixty (60) days in advance of the commencement of a maternity leave, a maternity leave of absence without pay or other benefits shall be granted. A maternity leave of absence will commence at the time recommended by the employee's attending physician and to extend for a period not to exceed six (6) months after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with this provision and shall fail to return to work upon the expiration of such leave of absence, that employee shall be deemed to have voluntarily terminated her employment, unless the employee has been certified by a physician as being physically unable to perform the employee's duties.

2. Full time bargaining unit members shall be entitled to draw accumulated sick leave benefits with pay for a period not to exceed sixty (60) work days from the date of confinement or the birth of the child, during which time the employee is certified as being unable to perform regular duties, as certified by a medical certificate from a physician. Requests for such sick leave benefits must be submitted in writing to the Superintendent or designee no later than thirty (30) days after the date of confinement in order to be eligible for paid sick leave benefits.
3. Extensions of the thirty (30) day paid sick leave benefits may be granted by the Superintendent or his/her designee if circumstances so warrant.
4. All child rearing/bonding leave shall be governed by the District's FMLA policy. Such FMLA leave shall run concurrent with any maternity leave provided hereunder.

ARTICLE SEVENTEEN

JURY DUTY

1. Any bargaining unit member who is called for jury duty shall notify the Superintendent or his/her designee within five (5) work days after being summoned to appear for jury duty. Notification to the Superintendent or his/her designee must be made in advance of the jury duty assignment with supporting documentation. Upon proper notification of employees being called for jury duty, such employees will be paid the difference between the fee received for jury duty and the amount of straight time earning lost by reason of the jury duty. Satisfactory evidence of actual jury duty must be submitted to the Superintendent or his/her designee.
2. Bargaining unit members who are excused from jury duty for a day or days shall be responsible to report to their assignment as set forth herein. Employees, serving as jurors in the courts of Rockingham, Merrimack or Hillsborough Counties shall, if there are more than two (2) hours remaining in the normal work day, be responsible to report to their work site as soon as possible after being released. Failure of employees to report to work will disqualify the employee from the District's Jury Duty Leave payment. In this case, the employee will retain the daily stipend paid by the Court in which the employee serves as a juror.
3. Part time employees shall be entitled to the same jury duty leave benefit as the full time and regular part time employees but without pay.

ARTICLE EIGHTEEN
BEREAVEMENT LEAVE

1. Full time and regular part time employees shall be entitled to paid Bereavement Leave of five (5) working days because of a death in his/her immediate family shall be granted to a permanent member of the bargaining unit, provided however that two (2) of these days may be reserved for dealing with matters arising out of settling the decedent's estate to be used at any time with at least five (5) days notice. Immediate family shall be defined as:

Spouse	Sister
Father	Brother
Mother	Child
Father-in-law	Mother-in-law
Son-in-law	Daughter-in-law
Stepmother	Stepfather
Stepchild	

or, a blood relative or ward residing in the same household.

2. Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted to a full time employee and regular part time in the event of death of his/her:

Grandmother	Sister-in-law
Grandfather	Aunt
Grandchild	Uncle
Brother-in-law	

In addition to the family members named in this Section 2, a full time and regular part time bargaining unit member is entitled to one (1) day of paid leave to attend the funeral of a relative not listed above.

3. Under extenuating circumstances, two (2) additional days with pay may be granted under Section 1 to full time employees, with the written approval of the Superintendent or his/her designee. Such days shall be charged to the employee's accrued sick leave.
4. Under no circumstances shall Bereavement Leave be paid on an overtime basis. Pay shall be prorated for regular part time employees.
5. Part-time employees shall be entitled to the same bereavement leave as the full time and regular part time employees but without pay.

ARTICLE NINETEEN

INSURANCE

1. The Board agrees to provide full time employees with the following health insurance plans:

Lumenos Regional High deductible health Saving Account (HSA) Plan \$2,000/\$4,000 plan year deductible; or

Lumenos National High deductible Health Saving Account (HSA) Plan \$2,000/\$4,000 plan year deductible

The District shall pay eighty percent (80%) of the monthly the Lumenos HSA plan premium. For those employees electing to take either plan specified in Section 1 above, they shall receive from the School District annually \$1,500 for those on the single plan and \$3,000 for those on the two-person or family plan that shall be deposited into a Health Savings Account (HSA). Said contributions and funds shall be governed by the applicable federal law. Half of the School District's annual contribution amount shall be deposited in the HSA at the beginning of the plan year with the second half being deposited over the course of the remaining plan year. Provided however, if the employee experiences a catastrophic illness during the plan year that results in the employee incurring medical bills that exceed the amount of the funds then in the HSA, upon presentation of an explanation of benefits form, the School District shall contribute additional funds up to the maximum annual contribution by the School District as may be permitted by law. The above referenced contributions to the HSA shall be prorated based upon the effective dates of coverage.

2. The District shall pay eighty percent (80%) of the monthly premium of the following HMO plans or eighty percent (80%) of the Lumenos HSA plan premium, whichever is less for employees hired prior to July 1, 2021.
 - a. BC/BS HMO with \$1,500.00 deductible as set forth in the attached Appendix B.
 - b. Blue Cross/Blue Shield HMO Access Blue New England Site of Service with a \$250 Deductible as set forth in the attached Appendix B.

The Parties agree that the Board may discontinue any of the above-referenced health plans in the event that the plan will incur an excise tax or other penalty under the requirements of the Affordable Care Act. In such case, notice of discontinuance shall be provided during open enrollment or under such other circumstances as necessitated to avoid the excise tax or penalty.

3. The District agrees to establish a fund to provide for a payment, equal to the base salary to the named beneficiary or estate of any full time member of the bargaining unit who dies from any cause while employed by the District of manchester or who dies within sixty (60) calendar days of separation from service with the District because of paid retirement, disability retirement or resignation due to health reasons. There shall be no right to the benefit under this provision beyond the sixty (60) calendar day period referred to in the preceding sentence. It is agreed by the parties that the Board and/or the District shall have the sole right to determine whether the District will make the payment referred to above from the fund established by the District or contract with an insurance carrier or another company of the District's choosing to provide this benefit.
4. The Board shall provide coverage under Delta Dental Insurance Plan Coverage A, B, and C to all full time employees with the District paying eighty percent (80%) for the coverage selected.

The annual maximum dental allowance shall be \$1,500.00.

5. All members of the bargaining unit shall be entitled to full participation in the District's Employee Assistance Program (EAP). The parties agree that if the EAP is terminated by the District that this benefit will lapse.
6. Notwithstanding the foregoing, non-full time employees who were eligible to receive health and/or dental insurance as of December 11, 2015 (grandfathered employees) shall continue to remain eligible so long as they continue their employment with the District. Eligibility is lost upon separation. Notwithstanding the foregoing, grandfathered employees who have committed to employment in the succeeding school year shall make contributions to health/dental insurance for the months of July, August, and September equal to their normal monthly contributions plus 50% of the Board's normal monthly contribution. Such grandfathered employee contributions can be made in monthly deductions or by lump sum so long as full payment is received by July 15th in the applicable calendar year. Eligible employees may opt out of health/dental insurance coverage as follows:

Option 1: Opt out of the entire year. No health/dental insurance.

Option 2: Opt out of July and August. Insured for 10 months.

Option 3: Opt out of July, August and September. Insured for 9 months.

ARTICLE TWENTY

RETIREMENT

1. All bargaining unit members shall be covered under the City of Manchester Contributory Retirement System if they are eligible under applicable state law and the rules of the retirement system, as they may be changed from time to time.
2. Retirement Supplement: Effective on the date of ratification, full time bargaining unit members with twenty (20) years of service with the school district shall receive a three thousand dollar (\$3,000.00) lump sum and up to 90 days of unused accumulated sick leave at their per diem rate upon retirement as a retirement supplement, provided that the employee gives at least two (2) months notice of their retirement.

ARTICLE TWENTY-ONE

HOLIDAYS

1. All full time and regular employees shall be paid for the following named holidays:

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Memorial Day
Labor Day (if school day)	Veterans' Day
Columbus Day	Election Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

2. Eligible employees shall be granted the above holidays in accordance with the school calendar. When a holiday falls on a day when schools are open (floating holidays), eligible employees shall work such holidays and will be granted an equal amount of paid time off on a date which will not disrupt school operations.
3. Any employee shall forfeit his/her right to payment for any holiday if he/she has an unexcused absence on the last day preceding such holiday or the next regular workday following such holiday.

ARTICLE TWENTY-TWO

COMPENSATION

1. Effective upon tentative agreement, employees will receive an increase in pay equal to 3.57% retroactive to September 1, 2022. The starting rate of pay shall be \$16.00 per hour. This increase will be considered granted upon attaining a rating of "effective" on their immediately preceding performance evaluation. This process may be changing at any time by mutual agreement. Evaluation increases will stop when an employee reaches the top of their respective pay range. Pay increases shall not be withheld because the District fails to conduct evaluations.

1 (a): Effective within 30 days of ratification, employees shall receive a retention bonus of \$500.00 (not extended to any new employees hired after the date of tentative agreement).

1 (b): Employees will receive a second \$500 bonus, payable in the last pay period in June 2023, for all employees who indicate their intent to remain employed with the District for the 2023-2024 school year. Employees must provide written notice of their intent to return including the position for which they have been hired no later than June 1, 2023. This bonus shall not be paid to any employee who has tendered a resignation effective June 30, 2023 and who fails to secure further employment with the District by June 1, 2023.

2. All full time bargaining unit members hired to work beyond their normal contracted work year, shall be paid at their then hourly rate and shall receive applicable fringe benefits on a pro rata basis.
3. Bargaining unit members shall be paid at one and one-half (1½) times their regular rate for any hours worked beyond forty (40) hours per week. Overtime must be previously authorized in writing by the superintendent or his/her designee.
4. Bargaining unit members required to use their own vehicles for District business shall be reimbursed at the IRS approved mileage rate in effect at the time.

ARTICLE TWENTY-THREE

GENERAL PROVISIONS

1. The parties do hereby recognize that in an effort to complete an agreement many issues were withdrawn by each of them. Accordingly, it is and hereby is agreed that said issues were withdrawn without prejudice whatsoever during the term of this Agreement.

2. This instrument constitutes the entire agreement between the parties hereto and may not be modified in whole or in part except in writing duly executed by the parties.

3. If any provision of this Agreement or application thereof is found contrary to law by a court of competent jurisdiction, 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 will continue in full force and effect.
4. Copies of this Agreement shall be made available to the unit members either electronically or in print.

ARTICLE TWENTY-FOUR

DURATION

The provisions of this Agreement shall be effective upon ratification, unless otherwise agreed by the parties, and shall continue in full force and effect through June 30, 2022. Each year thereafter, the Agreement shall automatically renew itself unless by December 1 of any succeeding year, either party gives written notice to the other party of its desire to modify or terminate the Agreement.

The persons whose signatures appear below certify that they are authorized representatives of the parties for the purpose of executing this Agreement.

2/7/23
Date

Joyce Craig
Joyce Craig, Chair, Board of School Committee
Manchester School District

2/4/2023
Date

Nathan P. Skisson
Manchester Certified Instructors