

**AGREEMENT  
BETWEEN THE  
CANDIA SCHOOL DISTRICT  
AND THE  
CANDIA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION**

**July 1, 2022 – June 30, 2025**

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## **PREAMBLE**

The Candia School District (hereinafter the "School Board") and the Candia Education Support Professionals Association/NEA-New Hampshire, (hereinafter the "Association") hereby enter into the following Agreement:

## **DEFINITIONS**

The term "Board" as used in this Agreement refers to the Candia School Board.

The term "party" as used in this Agreement refers to the Candia School Board and the Candia Education Support Professionals Association/NEA-New Hampshire (CESPA) as participants in this Agreement.

The term "school" as used in this Agreement means any existing work location or functional division maintained by the School Board.

The term "principal" used in this Agreement means the administrative head of the school.

The term "Association Representatives" as used in this Agreement shall mean any duly authorized designee of the Association.

The term "Association" as used in this Agreement shall mean the Candia Education Support Professionals Association, NEA-New Hampshire.

The term "bargaining unit member" or "employee" as used in this Agreement shall mean any employee of the Candia School District eligible to be a member of the bargaining unit as defined in Article I.

## **ARTICLE I – RECOGNITION**

1.1 The School Board recognizes the Association as the exclusive bargaining representative of those Candia School District (hereafter "the District") employees holding positions for which the Public Employee Labor Relations Board (PELRB), has certified the Association as the exclusive bargaining representative.

1.2 The Modification Order dated April 23, 2014 and issued by the PELRB, Decision 2014-100, includes the following positions in the bargaining unit; All full-time and regular part-time paraeducators (Instructional Aide/Assistant, Special Education Assistant, Speech Language Assistant) and Administrative Assistants. Excluded: Custodial/maintenance, food service, administrative employees.

## **ARTICLE II – NEGOTIATIONS PROCEDURES**

- 2.1 Negotiations for a successor agreement shall be conducted pursuant to NH RSA 273-A, the Public Employee Labor Relations Law.
- 2.2 The Association will notify the School Board of its intent to negotiate no later than July 1 of the year before the expiration of the Agreement.

## **ARTICLE III – MANAGEMENT RIGHTS**

- 3.1 The School Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District, to non-renew employees, and to suspend, demote, discharge, withhold wage increases, or take any other disciplinary action against employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees; and (i) to take actions as may be necessary to carry out the mission of the District in emergencies.
- 3.2 The School Board may, at its discretion, adopt either a days-based school year or an hours-based school year under N.H. Admin. R. Ed 306.18. The Board shall determine the number of student hours and days per year.
- 3.3 The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term, "law" as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.
- 3.4 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

## **ARTICLE IV – ASSOCIATION RIGHTS AND RESPONSIBILITIES**

### **4.1 DUES PAYROLL DEDUCTION**

Upon individual written authorization by an employee who is a member of the Association, the District agrees to deduct from the pay of such employee the current Association dues, as certified to the District by the Treasurer of the Association. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. The District shall forward the amount so collected to the Association at least once per month. However, the District shall not deduct dues from the wages of any employee who notifies the District in writing that he/she is withdrawing a previous authorization for such deductions.

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

### **4.3 DISTRIBUTION OF MATERIALS**

The Association shall have the right to place Association-related materials in the mailboxes of bargaining unit members with the knowledge of the principal.

### **4.4 BULLETIN BOARDS**

The Association shall be permitted to post Association-related notices on the bulletin board in the teachers' room.

### **4.5 PRINTING OF AGREEMENT**

The Board and the Association agree that a signed digital copy of the Agreement shall be readily available to bargaining unit members utilizing the District's server. Each party shall retain one signed hard copy of the Agreement for duplication at their own expense as needed.

### **4.6 USE OF SCHOOL FACILITIES**

The Association will have the right to use school buildings, without cost, immediately before and after school for meetings provided there is no interruption to regular school activities. Requests for the use of buildings will be made to the principal in advance. The Association may use school equipment normally used by employees for Association activities provided notice is provided to the building Principal. However, expendable material will be at the expense of the Union.

- 4.7 The Association shall inform the superintendent of the names of the Association officers annually or when a change in officeholder occurs.

### **4.8 ASSOCIATION LEAVE**

One Association Leave day for one Candia ESP delegate will be granted to attend the NEA/NH delegate assembly.

## **ARTICLE V – PERSONNEL FILES**

- 5.1 An employee shall have the right to examine his/her personnel file(s) upon twenty-four (24) hours written notification excluding weekends and holidays. This condition may be waived by the Superintendent provided office staff can accommodate such a request.
- 5.2 An employee may submit a written response to any material in the folder and have said response attached to the original material. There shall be no obligation on the part of the Administration or the Board to respond to the employee's comments and, if no response is made, it shall not be deemed or construed to be an acceptance of, or agreement with, the employees' comments. The District will, however, acknowledge receipt of the employee's comments.
- 5.3 No derogatory material shall be added to the personnel file of an employee without a copy of said material first being given to the employee. The employee shall sign a statement acknowledging only that the employee has received a copy of said material. Anonymous complaints about an employee will not be used for disciplinary action or negative evaluations.
- 5.4 **EVALUATIONS**
  - 5.4.1 Each employee shall be observed 1 time during each work year. Each observation shall consist of a 20 minute observation of the employee at their worksite.
  - 5.4.2 All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
  - 5.4.3 An employee shall be given a copy of any visit, observation, or evaluation report prepared by their evaluator 48 hours before any conference. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee.
    - a. Evaluation reports shall be presented to each employee in accordance with the following procedures:
      - i. Such reports shall be addressed to the employee.
      - ii. Such reports shall be written in narrative form and shall include:
        - 1. Strengths of the employee as evidenced during the period since the previous report.
        - 2. Specific suggestions as to measures which the employee might take to improve their performance in each of the areas wherein weaknesses have been indicated.
      - iii. No employee shall be required to sign a blank or incomplete evaluation form. An employee's signature indicates only that an employee has reviewed a copy of the evaluation.
      - iv. Each observation cycle shall be completed before another cycle begins.
      - v. Each employee shall have the right to attach a written statement of rebuttal to all written evaluations.
  - 5.4.4 Criticism — Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

- 5.4.5 The evaluation form/instrument will be adopted at the discretion of the District with input from CESPAs. A joint committee with 2 representatives from the District and 2 representatives from CESPAs will meet in order to provide input for the creation of an evaluation form, to be used commencing with the 2022-23 school year.

#### **ARTICLE VI – DISCIPLINARY PROCEDURES**

- 6.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.
- 6.2 Expiration of a letter of agreement, severance with 10 work days' notice per Section 7.1, expiration of an assignment and reduction-in-force shall not constitute discipline and shall not be subject to the grievance procedure. The employee does have the right to meet with the Superintendent.
- 6.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.
- 6.4 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.

#### **ARTICLE VII – LETTER OF AGREEMENT**

- 7.1 The District shall provide by June 15 of each year, for continuing employees only, a letter of agreement to reemploy, signed by the Superintendent, or his or her designee, including the expected position, expected rate of pay, expected hours per day, and expected days per year. Such letter of agreement will specify that the School District may end the employment of the individual holding that position by providing ten (10) work days written notice. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.
- 7.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent with fourteen (14) calendar days. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.
- 7.3 The employee's signature on the letter of agreement shall constitute an acknowledgement by the employee that the information contained therein is true and accurate.
- 7.4 Once an employee returns a letter of agreement, should a change in the expected terms of employment be contemplated by the District, the employee shall be consulted prior to any change being made. The District will endeavor to notify employees of their specific assignment no later than August 15, but this shall not limit the District's ability to change the assignment thereafter.
- 7.5 Each employee shall be provided with a copy of his/her job description if one has been established for his/her position. The Board, or its designee, shall consult, but not negotiate, with the Association prior to the adoption or modification of job descriptions. Upon revision of a job description, the Association shall be provided with an updated copy, and shall have the right to consult with the superintendent.



## **ARTICLE VIII – VACANCIES, TRANSFERS AND REASSIGNMENTS**

- 8.1 A vacancy shall exist when a member of the bargaining unit leaves her/his position or the employer creates a new position covered by this agreement and the Board, or its designee, elects to fill the position.
- 8.2 Notices of bargaining unit vacancies shall be posted on the official bulletin board in the school by the District. Such notice shall be posted within five (5) business days of the position becoming vacant or created. Such notice shall be posted for a period of at least five (5) business days. This posting may be waived by mutual agreement. Posting notifications shall be sent to the Association president during the summer months.
- 8.3 The posting shall contain the title of the position, wage rate and minimum qualifications.
- 8.4 “Business days,” for purposes of this article, shall mean Mondays through Fridays, excluding legal holidays and school vacations during the school year.
- 8.5 **INVOLUNTARY TRANSFERS**
1. The Superintendent may transfer employees when deemed necessary. When a transfer to another position is necessary, the Superintendent shall first ask for volunteers to fill the position. The Superintendent shall consider filling the position with a volunteer, but he/she is not required to select a volunteer for transfer.
  2. When a transfer is required and the employee does not wish to accept the transfer voluntarily, the Superintendent or his/her designee may implement the change as an involuntary transfer. The employee shall be notified as soon as practicable that a transfer is being considered. The decision of the Superintendent (or designee) shall not be grievable.
  3. When an involuntary transfer is necessary, an employee’s area of skills and specialty training (including certifications), and the needs of the students, will be considered.

## **ARTICLE IX – WORKING CONDITIONS**

### **9.1 WORK YEAR**

Subject to the needs of the District, the work year for paraprofessional employees shall consist of a minimum of 182 days or the equivalent hours (as per Article 3.2), 180 days of which shall coincide with the student school year. Of the remaining two days, one shall generally be scheduled on the work day immediately preceding the first day of school for students, and the other shall coincide with a teacher work shop day (non-student day) scheduled at the discretion of school administration. Subject to the needs of the District, the work year for administrative assistant staff shall be between 185 to 260 days.

### **9.2 LUNCH PERIODS**

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

### **9.3 CHANGES IN WORK DAY**

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

### **9.4** Employees may request up to one (1) professional day to attend a workshop/training in educational programs directly related to their assignment, and which will improve the

education of Candia Students. The District reserves the right to require attendance at professional development day and shall notify employees no later than the first work day of the school year of such a requirement.

#### 9.5 DAMAGE TO PERSONAL PROPERTY

(a) The District shall reimburse an employee the cost of any materials owned by the employee or worn on their person which is damaged through any action occurring during their work through no fault of their own.

(b) An employee shall report in writing to the Principal any such damage or destruction immediately upon becoming aware of such damage or destruction.

(c) The term "materials" shall not include cash. The term "damage or destruction" shall not cover the effects of normal wear, tear and use.

9.6 [Parties to execute a memorandum of agreement addressing availability of 6.5 hour and 6.0 hour per day paraeducator positions.]

### ARTICLE X – REDUCTION IN FORCE

Any reduction in force which shall be deemed necessary by the School Board shall be accomplished in the following manner:

1. Bargaining unit members will be classified according to their position as administrative assistant or paraeducator at the time of a reduction:
2. Every reasonable effort will be made to accomplish the necessary reduction(s) in each classification through attrition (i.e. retirement, resignation or refusal of contract offer).
3. If the necessary reduction(s) cannot be achieved through attrition; bargaining unit members, based on their classification and years of employment in the District, will be released in reverse order of hiring.
4. Any bargaining unit member who is on an authorized leave of absence at the time of a reduction in force shall be treated in the same manner as any other member
5. Any member who is released as the result of a reduction in force shall have the right to be offered a position for which they are qualified for 18 months following the furlough. In order to be eligible for recall, a member must have a mailing address on file in the Superintendent's office to which any offer of recall is to be sent.
6. A member's refusal of or failure to respond to an offer of recall within forty-eight (48) hours of delivery of the offer will constitute a waiver of any further recall rights.

A member recalled hereunder shall be restored to the wage level he/she had at the time of the layoff plus any increases due employees during the layoff period and the member's sick leave accumulation to the time of layoff shall be reinstated.

## **ARTICLE XI – LEAVES OF ABSENCE**

### **11.1 SICK LEAVE**

- 11.1.1 Employees who work at least 40 hours per week and 52 weeks per year shall receive a maximum of ten (10) days per calendar year, cumulative to 30, as paid sick leave for periods of personal illness.
- 11.1.2 School year employees who normally work at least 35 hours per week shall receive 8 paid sick leave days per year, cumulative to 30, as paid sick leave for periods of personal illness.
- 11.1.3 Employees who normally work at least 25 hours per week shall receive ten (10) paid sick days per school year, cumulative to 40, as paid sick leave for periods of personal illness. Employees who normally work fewer than 25 hours per week shall receive five (5) days per calendar year, cumulative to 30, as paid sick leave for periods of personal illness.
- 11.1.4 If an employee utilizes sick leave for three (3) or more consecutive work days, the superintendent or his/her designee, may require a doctor's note for verification.
- 11.1.5 Cumulative sick leave is not payable upon separation from employment.
- 11.1.6 Employees may utilize up to five (5) days of their accumulated sick leave per year for the illness of a child, parent, or member of their immediate household.

### **11.2 PERSONAL LEAVE**

- 11.2.1 Employees may use up to three (3) days per calendar year as paid personal days.
- 11.2.2 Personal leave days may be taken for urgent personal business that cannot be conducted outside school hours. Personal leave may not be used for recreation. Personal leave shall not be taken immediately before or after a vacation or holiday unless otherwise granted at the discretion of the superintendent. The superintendent's decision shall not be subject to the grievance procedure.
- 11.2.3 The employee shall provide at least 48 hours advance notice to the principal of the need to take personal leave, except in emergencies.
- 11.2.4 Personal leave may not be accumulated or carried over from year-to-year.

### **11.3 BEREAVEMENT LEAVE**

- 11.3.1 Employees are permitted to take up to five (5) days of paid leave for deaths in the immediate family or household. The "immediate family" means the employee's spouse, children, parents, grandparents, grandchildren, and siblings. Additional days may be granted upon request to, and at the discretion of, the Superintendent. The superintendent's decision shall not be subject to the grievance procedure. Bereavement leave shall not be accumulative or carried over from year-to-year.

### **11.4 JURY/COURT LEAVE**

- 11.4.1 When a bargaining unit member is called to jury duty during scheduled school days, the member shall make a good faith effort to have the jury rescheduled to a non-school day by writing to the appropriate Clerk of Courts advising that he/she is an employee in the

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

11.4.2 A bargaining unit member required to perform jury duty on a scheduled school day shall be paid the difference between the jury duty pay received from the Court and the per diem salary the employee would have received for working. The bargaining unit member shall submit to the principal a photocopy of the jury duty paycheck received from the Court.

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

#### 11.5 SICK LEAVE BANK

A sick leave bank is established and maintained by each employee voluntarily donating one day of her/his sick leave annually and adding it to the sick bank beginning the first school day of each school year. It is understood that for purposes of this section only, the term "employee" shall include employees within the bargaining units of both the Candia Education Association (CEA) and the Candia Education Support Professionals Association (CESPA).

The number of days in the bank shall accumulate from year to year and shall not exceed 200 days, except to allow unit members joining the bank for the first time to forfeit one day of his/her sick leave in order to become eligible to draw from the bank. Any such days shall be added to the 200 days, up to a maximum of 250 days. Any days remaining in the bank at the end of the year shall be carried forward as part of the bank.

Subject to the 200 day limit described above, accumulated but unused sick leave days from individuals resigning or retiring from the school district shall be added to the sick leave bank.

If at any time the number of days falls below 50 in any one year, one additional day per employee will be forfeited from each employee's sick leave, if available, and added to the bank.

When a unit member is granted long term disability benefits under the plan provided through the District, she or he shall no longer be eligible to draw sick leave from the bank.

The Associations shall appoint a committee to be known as the Administrative Committee, which shall make recommendations regarding the use of the bank by employees. The recommendations shall be based upon guidelines developed by the committee. Said guidelines shall be provided to the SAU office.

The Administrative Committee shall be comprised of the following:

1. Three Candia Education Association members,
2. One CESPA member, and
3. Director of Human Resources

An employee may apply for use of the bank when his/her accumulated sick leave has been exhausted. In order to qualify for the sick bank, an applicant must provide the following information to the Administrative Committee:

1. A statement requesting authorization to draw from the sick leave bank, including the date that this action would commence;

2. A doctor's statement indicating the nature of the illness or incapacity; and
3. A doctor's statement indicating the current status of the illness or incapacity must be provided at each 30-day interval.

The Administrative Committee shall determine which applicants are qualified to use the bank and the number of days that the applicant may use, and shall so advise the Superintendent, or his/her designee.

The Administrative Committee advice to the Superintendent shall include copies of the materials called for in 1, 2 and 3 above. Use of the bank shall not be unreasonably denied. Approved applicants will be compensated at their regular rate of pay not to exceed 75 school days per applicant per illness and only to the extent that there are days available in the bank.

As between an applicant and the Administrative Committee, decisions of the committee shall be final and not grievable. However, in the event that the Superintendent disagrees with the denial of days by the committee, because the denial could subject the District to litigation, including, but not limited to, grievances, unfair labor practice charges, and/or civil lawsuits/claims, the Superintendent has the sole authority to overrule the committee. It shall be the District's obligation hereunder to account for the number of days in the bank and to make the payments provided for herein. Upon request, the Administrative Committee shall be notified in writing by the District of the current balance of days that are available in the bank.

Except in the event the Superintendent disagrees with the denial of leave per the above paragraph, should there be a dispute between an employee and the Administrative Committee, the Association and/or the School Board or the District's Administration, over the matter of access to and use of time from the sick leave bank, the Association agrees to defend, indemnify and hold harmless the School Board, all of its agents and employees and the Candia School District in any such dispute.

## 11.6 VACATION

11.6.1 Full year employees who work at least forty (40) hours per week and 52 weeks per year shall earn the following paid vacation leave based upon their completed years of service:

- A. From date of hire to 5 years of service to the Candia School District, 0.8333 days per month (2 weeks per full calendar year).
- B. Upon completion of five (5) years of service to the Candia School District, 1.25 days per month (3 weeks per full calendar year).
- C. Upon completion of fifteen (15) years of service to the Candia School District, 1.666 days per month (4 weeks per calendar year).

11.6.2 Employees shall obtain approval from their immediate supervisor prior to taking vacation leave.

11.6.3 The accrued vacation allowance is based on a school year from July 1<sup>st</sup> of one year and through the following June 30<sup>th</sup>. An employee must use any accrued vacation time before school starts in the fall of the following school year. Any accrued vacation left unused at that time shall be deemed to be forfeited.

## 11.7 HOLIDAYS

11.7.1 Administrative assistants who work at least 40 hours per week shall receive the following 12 paid holidays:

- New Year's Day
- Civil Rights Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

11.7.2 School year staff who work at least 35 hours per week shall receive the following nine (9) paid holidays:

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Civil Rights Day
- President's Day
- Memorial Day

11.7.3 School year staff who work at least 30 hours per week shall receive the following five (5) paid holidays:

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Memorial Day

11.7.4 Employees who work at least 25 hours per week shall receive the following paid holidays:

- New Year's Day
- Thanksgiving Day
- Christmas Day

11.7.5 Employees shall receive holiday pay for the above-referenced holidays, whether or not the holiday falls on a workday or school day.

## 11.8 UNPAID LEAVE

Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the superintendent. The superintendent's decision shall not be subject to the provisions of the grievance procedure.

## 11.9 FMLA ELIGIBILITY

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

## 11.10 MILITARY LEAVE

11.10.1 (a) Active Duty: Any employee who is drafted or otherwise called to active military duty with the Armed Forces of the United States will be granted military leave. During military leave the employee will receive his/her rate of pay less the amount of compensation, including allowances, received from the military, for the remainder of the school year in which s/he was called to active duty. Upon return from military leave, the rate of pay and other benefits will be the same as if the employee had worked continuously with the District in the work assignment held when the period of military leave commenced.

(b) Qualifying Exigency Leave: In the event that a member of the employee's immediate household is called to active duty under a short notice deployment, the employee will be granted up to five (5) days of his/her accrued paid time off to address necessary family matters in accordance with the FMLA. The phrase "accrued paid time off" under this section shall mean sick or personal leave.

11.10.2 Reserve Duty: When an employee who, as a member of one of the reserve components of the Armed Forces, is required to meet his/her annual two week obligation, the s/he will be granted military leave. During military leave the employee will receive his/her rate of pay less the amount of compensation, including allowances, received from the military.

11.10.3 Notice of leave request: Any employee needing time away from work for service or training in the military must make the superintendent aware of the need for leave as soon as written or verbal orders from the military are received. Such notice will be in writing providing all pertinent information such as first day on leave and the anticipated return to work date. If an employee is seeking military leave for reserve training during the school year, s/he shall provide verification that such training could not otherwise occur during the summer recess period when school is not in session.

11.10.4 Reinstatement to work: As soon as an employee on active duty has a return to work date, s/he must notify the superintendent in writing. The District will reinstate the employee promptly in accordance with applicable law. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request and/or the total time spent in active service.

11.10.5 Disabled service members: If a returning employee was disabled or a disability was aggravated during uniformed service, the District will make reasonable accommodations and efforts to help the employee perform the duties of his/her reemployment position.

## ARTICLE XII – FRINGE BENEFITS

### 12.1 HEALTH INSURANCE

12.1.1 The District shall offer the following health insurance plan: Cigna SchoolCare Yellow Open Access Plan with Choice Fund, or its equivalent plan.

The District shall pay the following percentages of the premium for the single plan, the two-person plan and the family plan, whichever is selected by any such employee:

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

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
One-person	94.5%	94.5%	94.5%
Two-person	82%	82%	82%
Family	82%	82%	82%

12.1.3 For all school year employees who work at least 30 hours per week, the District shall pay the following percentages toward one-person premium and two-person premiums of the health plan offered by the District and selected by the employee. The employee may apply the amount the District pays toward the two-person premium to the cost of a family premium:

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
One-person	94.5%	94.5%	94.5%
Two-person	50%	51%	52%

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

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

## 12.2 DENTAL INSURANCE

12.2.1 For all employees who work at least 40 hours per week the District shall pay the following percentages of the premium for dental insurance:

100% for single; 75% for two-person; 65% for family

12.2.2 To the extent allowed by law, and the insurance carrier, all other employees shall be entitled to purchase dental insurance at 100% employee cost.

12.2.3 The Board will payroll deduct any premium cost differences between its contribution and the annual cost to provide Health and/or Dental coverage set forth in this agreement from persons who subscribe to said Health and Dental benefits, in accordance with its current practice or in accordance with a Section 125 Plan.

## 12.3 LIFE INSURANCE

12.3.1 For all employees who work at least 40 hours per week the District shall provide term life insurance in an amount equal to at least the employee's annual salary.



12.3.2 For all employees who work at least 30 hours per week the District shall provide fifteen thousand (\$15,000) in term life insurance.

12.4 SECTION 125 PLAN

The Board will make available to employees covered by this Agreement, an IRS approved section 125 plan.

**ARTICLE XIII – COMPENSATION**

13.1 METHOD OF PAYMENT

Employees shall be paid in the following manner:

Full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 calendar days.

13.2 Employee wage rates are in accordance with the attached wage schedule, Appendix A.

Effective July 1, 2022, a \$1.00 per hour increase plus an additional 2.0% increase shall be applied to the wage schedule for all positions.

Effective July 1, 2023, a \$0.50 per hour increase plus an additional 2.0% increase shall be applied to the wage schedule for all positions.

Effective July 1, 2024, a \$0.50 per hour increase plus an additional 2.0% increase shall be applied to the wage schedule for all positions.

13.3 Employees who have satisfactorily worked over half the number of scheduled work days for their position in the prior work year, shall be eligible to move up one step on the attached wage schedule, Appendix A, in the following year.

13.4 MILEAGE ALLOWANCE

Employees who travel on business in their personal vehicle, as authorized by the Superintendent or his/her designees, shall be reimbursed at the Internal Revenue Service rate per mile.

13.4 PARA II CERTIFICATION

Bargaining unit members will be reimbursed by the district for the cost of initial or renewal for Para II certification by the State of New Hampshire.

13.5 SUBSTITUTE PAY

Any employee who is directed by a building administrator or designee to serve as a classroom substitute for a teacher shall receive a stipend of \$25 for any day worked in this capacity, \$12.50 for a half-day or less.

**ARTICLE XIV – GRIEVANCE PROCEDURE**

14.1.1 A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of

review is established by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone; (5) a complaint concerning the substance of an evaluation of an employee's performance; (6) any matter listed in Article 3; and (7) any matter which this Agreement states shall not be subject to the grievance process.

14.1.2 For purposes of Article 4, "days" shall mean school days, except that during summer school vacation, days shall mean Mondays through Fridays excluding holidays.

14.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within fifteen (15) days of its occurrence.

A. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.

B. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

14.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her building principal. A union representative may be present with the grievant at all steps of the grievance process if requested by the grievant. A union representative shall be excluded from this meeting if the employee so requests, however, any resolution of the grievance shall not be inconsistent with the terms of the Agreement. The union shall be notified of any such resolution of the grievance.

14.4 Formal Procedure:

A. Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the principal. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The principal may communicate his/her decision to the employee in writing within five (5) days of receipt of the written grievance.

B. Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the superintendent within five (5) days after receipt of the principal's decision or, if none, no later than five (5) days after the deadline for the principal's written decision. The appeal to the superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The superintendent may communicate his/her decision in writing to the employee within twenty (20) days after receipt of the appeal to the superintendent.

C. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Union within five (5) days of receipt of the superintendent's decision or, if none, within five (5) days after the deadline for the

superintendent's written decision. If the Union determines that the matter should be appealed to the Board it shall so advise the superintendent in writing within ten (10) days of receipt of the grievant's request.

- 14.5 The School Board shall review the grievance and may hold a hearing and make a decision on the issue and shall so advise the grievant and the Union in writing. If the School Board fails to make a decision on the grievance within thirty (30) days after receipt of it, the School Board's non-action shall be deemed to be a decision denying the grievance. Unless otherwise appealable by law, the School Board's decision shall be final.

Grievances arising out of decisions made by the Superintendent may be submitted by the union at Step 2.

- 14.6 The time periods specified in this procedure may be extended by mutual written agreement of the parties.

**ARTICLE XV – RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

The Candia ESP and the Candia School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Candia ESP, in consideration of the value of this Agreement and its term and conditions, will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

**ARTICLE XVI – SEPARABILITY**

If any provision of this Agreement is held contrary to law, all other provisions shall continue in force and effect. In such instance, the School Board and the Association shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to this Agreement.

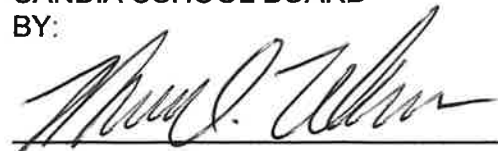
**ARTICLE XVII – DURATION**

- 17.1 This Agreement and each of its provisions shall become effective on July 1, 2022 and shall continue in full force and effect through June 30, 2025.
- 17.2 The District agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in order to ensure the parties compliance with PUB 207.02(b).

CANDIA EDUCATION SUPPORT  
PROFESSIONAL ASSOCIATION  
BY:

  
\_\_\_\_\_

CANDIA SCHOOL BOARD  
BY:

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A – WAGE SCHEDULES**

2022-2023 (Effective July 1, 2022)

	Admin. Assistant	SPED Assistant	SLA	Aide
1	\$15.61	\$14.06	\$17.46	\$16.82
2	\$16.13	\$14.47	\$18.03	\$17.41
3	\$16.65	\$14.88	\$18.59	\$17.99
4	\$17.16	\$15.31	\$19.17	\$18.58
5	\$17.68	\$15.72	\$19.73	\$19.18
6	\$18.21	\$16.14	\$20.29	\$19.77
7	\$18.72	\$16.55	\$20.86	\$20.34
8	\$19.24	\$16.97	\$21.42	\$20.93
9	\$19.77	\$17.38	\$21.99	\$21.52
10	\$20.28	\$17.80	\$22.54	\$22.10
		Secretary to Principal Stipend	\$1.15	

2023-2024 (Effective July 1, 2023)

	Admin. Assistant	SPED Assistant	SLA	Aide
1	\$ 16.43	\$ 14.85	\$ 18.32	\$17.67
2	\$ 16.96	\$ 15.27	\$ 18.90	\$18.27
3	\$ 17.49	\$ 15.69	\$ 19.47	\$18.86
4	\$ 18.01	\$ 16.13	\$ 20.06	\$19.46
5	\$ 18.54	\$ 16.54	\$ 20.63	\$20.07
6	\$ 19.08	\$ 16.97	\$ 21.21	\$20.68
7	\$ 19.60	\$ 17.39	\$ 21.79	\$21.26
8	\$ 20.13	\$ 17.82	\$ 22.36	\$21.86
9	\$ 20.68	\$ 18.24	\$ 22.94	\$22.46
10	\$ 21.20	\$ 18.67	\$ 23.50	\$23.05
		Secretary to Principal Stipend	\$1.15	

2024-2025 (Effective July 1, 2024)

	Admin. Assistant	SPED Assistant	SLA	Aide
1	\$ 17.27	\$ 15.66	\$ 19.20	\$ 18.53
2	\$ 17.81	\$ 16.09	\$ 19.79	\$ 19.15
3	\$ 18.35	\$ 16.51	\$ 20.37	\$ 19.75
4	\$ 18.88	\$ 16.96	\$ 20.97	\$ 20.36
5	\$ 19.42	\$ 17.38	\$ 21.55	\$ 20.98
6	\$ 19.97	\$ 17.82	\$ 22.14	\$ 21.60
7	\$ 20.50	\$ 18.25	\$ 22.74	\$ 22.20
8	\$ 21.04	\$ 18.69	\$ 23.32	\$ 22.81
9	\$ 21.60	\$ 19.11	\$ 23.91	\$ 23.42
10	\$ 22.13	\$ 19.55	\$ 24.48	\$ 24.02
		Secretary to Principal Stipend	\$1.15	

**APPENDIX B – UNION DUES AUTHORIZATION FORM**

Date \_\_\_\_\_

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

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

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

Signed: \_\_\_\_\_

School District Office Record:

Received by \_\_\_\_\_

Title: \_\_\_\_\_

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

One copy to the Association's Secretary/Treasurer

One copy for the Association Member

**APPENDIX C – GRIEVANCE REPORT FORM**

Grievance No.: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Copies to: Principal, Superintendent, Grievant, and Association

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

\*\*\*\*\*

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

\_\_\_\_\_  
\_\_\_\_\_

Date Received: \_\_\_\_\_

**STEP 1**

Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date Received: \_\_\_\_\_

**STEP 2**

Date Received by Principal: \_\_\_\_\_

Answer given by Principal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Received: \_\_\_\_\_

**STEP 3**

Date Received by Superintendent: \_\_\_\_\_

Answer given by Superintendent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

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

Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Received: \_\_\_\_\_

**STEP 4**

Date Received by School Board: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

Date Received: \_\_\_\_\_

**APPENDIX D – PERSONAL LEAVE FORM**

**School Administrative Unit No. 15  
LEAVE REQUEST FORM  
CANDIA SCHOOL DISTRICT**

**DIRECTIONS**

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

**LEAVE REQUEST**

NAME \_\_\_\_\_ DISTRICT \_\_\_\_\_ SCHOOL \_\_\_\_\_

POSITION \_\_\_\_\_ GRADE(s) \_\_\_\_\_ SUBJECT(s) \_\_\_\_\_

**Type of Leave Requested:**

**Professional** Describe Activity \_\_\_\_\_

Are you requesting Staff Development Credits? Yes \_\_\_\_\_ No \_\_\_\_\_

**Personal** Specific Reason \_\_\_\_\_

**Confidential Personal\*** (Candia bargaining unit members only)

**Funeral / Bereavement** Relationship \_\_\_\_\_

**Other** Specify \_\_\_\_\_

Number of Days Requested \_\_\_\_\_ Date(s) Requested \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date submitted to Principal \_\_\_\_\_

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

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

**I (do) (do not) recommend this request.**

Reason / Conditions \_\_\_\_\_

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

**I (do) (do not) approve this request.**

Reason / Conditions \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

**ADMINISTRATIVE ACTION**

WHITE - SAU - YELLOW-Principal - PINK - Bookkeeping day after leave is taken - GOLD - Employee