

# Negotiated Agreement 2016-17

Between  
Clearwater Education Association  
And the  
Orofino Joint SD #171

# **Article I**

## **Procedure**

### **1.1 REQUEST**

It is agreed by both parties that either party may initiate a request for negotiations and that negotiations will begin within ten (10) days of the receipt of a written request of either party. Negotiations will not begin before January 15.

### **1.2 MEETINGS**

Negotiation meetings shall be at a time and place convenient to both parties and shall be meetings open to the public. The Board shall post notice of these meetings at the earliest possible time but no later than 24 hours prior to the meeting.

### **1.3 REPRESENTATION**

The CEA shall be the representative of the teachers so long as the CEA has membership of fifty percent (50%) plus one (1) in certified teachers.

At negotiation meetings, each recognized party will be entitled to four or fewer table participants to represent them. Negotiations, as used in the Agreement, means meeting and conferring in good faith by representatives of the Board, or its designated representatives, and the Association. Negotiators shall meet and negotiate in good faith with the intent to reach agreement, with such agreement reduced to writing.

### **1.4 BARGAINING**

It is the intent of both parties to reach a mutually acceptable outcome in the negotiation process. The two parties to the negotiation agree that the style (positional or interest based) of negotiations shall be the first subject agreed to by the parties in the next negotiated agreement.

### **1.5 CAUCUS**

When negotiations are in a difficult stage, or do not seem to be going well, both parties are entitled to call for a caucus. This will give each party a time to meet privately. During the caucus teams can review new information, consult experts, illicit approval of constituents, review strategies, or simply give the team time to think about what has been discussed.

**1.6    EXPENSES**

Each party shall pay any expenses incurred by their individual consultant or study committee.

**1.7    SUBJECTS OF NEGOTIATIONS**

The intent of negotiations shall be that those items agreed upon may be negotiated. Other matters of concern may be negotiated and added to the Negotiated Agreement upon mutual agreement between said Parties.

**1.8    EXCHANGE OF INFORMATION (Board)**

The Board agrees to furnish, upon request of the Association, public information which may facilitate the negotiations. This information may be available within seven (7) working days.

**1.9    EXCHANGE OF INFORMATION (Association)**

The Association agrees to furnish, upon request of the Board, public information which may facilitate negotiations. This information may be available within seven (7) working days.

## **Article II**

### **Agreement**

**2.1    TENTATIVE AGREEMENT**

Tentative agreements, including full package, shall be signed off by two (2) negotiators from each team.

**2.2    TOTAL AGREEMENT**

Joint ratification of all final offers of settlement shall be made in open public meeting. Each party must provide written evidence confirming to the other party that majority ratification has occurred. Such total package shall be signed by the Chairperson of the Board, the Clerk of the District, the President of the Association and the Secretary of the Association.

**2.3    MODIFICATION**

No change, revision, alteration or modification of the Agreement, in whole or part, shall be valid unless the same is ratified by the Board and the Association except that the Board may increase compensation above that included in this Agreement.

# **Article III**

## **Procedures**

### **3.1 Grievance Procedure**

The Staff Complaint and Grievance Procedure can be found in Board of Trustees' Policy 5250

### **3.2 Leaves of Absence**

#### **Sick Leave**

Each full-time teacher shall receive twelve (12) days of sick leave per school year with unlimited accumulation. Sick leave for certificated employees shall be calculated by the day, or percentage thereof, as defined in his/her individual employment contract.

After one week of absence, the District, may at its discretion, require proof of illness when deemed appropriate, including but not limited to abuse of sick leave or false claims of illness.

The District will provide a statement on each check stub showing the number of sick leave days each employee has currently accumulated. Compensation shall not be provided for unused sick leave.

“Sick leave” means a leave of absence, with pay, for a sickness suffered by an employee or his or her immediate family or for emotional upset caused by accident, illness, or circumstances which render the employee incapable of carrying on his/her teaching duties. “Immediate family” shall mean the employee’s mother, father, grandmother, grandfather or grandchild, or the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, sibling or any relative residing in the employee’s household. Nothing in this policy guarantees approval of the granting of such leave in any instance. Each request will be judged by the District in accordance with this policy and the needs of the District.

Abuse of sick leave is cause for discipline up to and including termination.

#### **Accumulation of unused sick leave**

Upon retirement, an employee’s accumulated unused sick leave must be reported by the District to the public employee retirement system.

#### **Bereavement Leave**

An employee who has a death in the immediate family shall be eligible for bereavement leave. Immediate family is defined as spouse of the employee, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, parent-in-law, or any person living in the immediate household of the employee. The Superintendent shall have the authority to give bereavement leave for up to five (5) days per occurrence, of which two (2) days per year shall be granted for death outside the employee’s immediate family. Additional days may be granted by the Superintendent.

#### **Personal Leave**

Personal leave shall be granted for any reason deemed necessary by the employee at the rate of two (2)

days per year. After ten (10) years with Joint School District No. 171, personal leave will be increased to three (3) days. If personal leave is not taken, the district will allow the accumulation of up to four (4) days.

No Personal Leave will be granted immediately before or after regular vacations or on Staff Development Days as listed on the school calendar unless approved by the Superintendent. No leave will be granted during the first two weeks or the last two weeks of the scheduled school term unless approved by the Superintendent.

Personal leave days may be taken as full or half days at the discretion of the employee, provided that no more than 10%, but no less than one employee, of the employees in any one building may take personal leave at the same time, with the exception of Peck Elementary School and Cavendish-Teakean Elementary School.

The teacher must notify the principal or supervisor at least two (2) days in advance, except in cases of emergency.

The District will pay the cost of the substitute for the days of personal leave, provided the days are used.

#### **Professional Leave for Certified Staff**

Release time with pay may be granted for the purpose of attending educational conferences, workshops, seminars or other improvement sessions. Requests for professional leave must be turned in to the building administrator at least two (2) days prior to the employee being gone. Professional leave must have prior written approval of the Superintendent.

#### **Military Leave**

All District employees, other than those who are employed on a temporary basis, are entitled to military leave of absence when ordered to active duty for training as members of the Idaho National Guard or any component of the U.S. Armed Forces. Employees who volunteer, are drafted, or are ordered to "extended active duty" with any component of the U.S. Armed Forces shall be entitled to reinstatement to their former positions or comparable positions if the right is exercised in a timely manner as noted below.

##### **Notice to District**

All employees should provide either written or oral notice of upcoming military training to the District as soon as reasonably practical. The employee or an appropriate officer of the branch of military in which the employee will serve may provide the notice. Employees who are ordered for such duty shall provide one copy of their orders to the Superintendent. Notice shall include date of departure and date of return for purposes of military training ninety (90) days prior to the date of departure.

##### **Military Leave for Training or Short Term Duty**

Employees who are required to attend annual training or special active duty for training shall not suffer any loss of salary, seniority or efficiency rating during the first fifteen (15) days of such absence in any calendar year. Leave will be without loss of benefits.

##### **Completion of Military Training**

Upon completion of military training, employee shall give evidence of the satisfactory completion of such training immediately thereafter. Employee shall be restored to his or her previous or similar

position with the same status, pay, vacation leave, sick leave, bonus, advancement, and seniority. Such seniority shall continue to accrue during such period of absence.

### Benefits for Uniformed Service Personnel on Active Duty

**Salary:** For any period of active duty up to three (3) months, the employee shall be entitled to receive from the District salary or wages equal to the difference between the employee's military pay and the employee's District salary, provided the employee's military pay does not exceed his or her District salary or wages. The employee must provide the District with all documentation necessary to permit the aforementioned computation. For periods beyond three (3) months, the Board will review and consider approval for any further extensions. Employees who do not request District pay or who fail to provide the documentation required in this policy shall not be entitled to receive any District salary or wages as set forth in this policy.

### Pension and Retirement Plans.

Pension and retirement plans are considered a benefit to which reinstated employees are entitled. Any normal contributions will continue to be made for service members who are absent for 90 days or less. If the employee has been absent for military service for 91 days or more, the District may elect to delay making retroactive pension contributions until the employee submits satisfactory reemployment documentation.

### Medical Insurance.

Health benefits will be offered to the extent they are available to other employees on leave. An employee performing military service for 30 days or less is not required to pay more than the normal employee share of any health premium. If the employee's military service is for 31 days to three (3) months, the health plan will offer continuous coverage. An employee on military leave may elect to continue health care coverage through the District for up to three (3) months after the military leave begins or for the period of military service, whichever is shorter. The District's obligation to provide health benefits ends once an employee's military leave exceeds three (3) months. When the employee is reinstated, a waiting period or exclusion cannot be imposed if health coverage would have been provided to the employee had he or she not been absent for military service.

### **Reporting to District Once Military Leave is Complete**

The standard military service length and reporting times are:

- \* *1 to 30 days of military service:* employee reports to the District by the beginning of the first scheduled work day that falls eight hours after the end of the last calendar day of military service.
- \* *31 to 180 days of military service:* employee must submit an application for reemployment no later than 14 days after completion of service in the armed forces. If the 14<sup>th</sup> day falls on a day when the District's offices are not open or available to accept a reemployment application, the time extends to the next business day.
- \* *181 days or more of military service:* employee must submit an application for reemployment no later than 90 days after completion of military service. If the 90<sup>th</sup> day falls on a day when the employee's offices are not open or available to accept a reemployment application, the time extends to the next business day.
- \* *Cases of disability:* employees who are hospitalized or recovering from a disability that was incurred or aggravated during the period of military service leave have up to two years to submit an application for reemployment.

There is an exception to these guidelines for those employees who, through no fault of their own, find themselves in a situation that makes it impossible or unreasonable to meet the required timetables. In

those cases the employee must return to work as soon as possible.

### Disqualification from Returning to Work

There are four conditions that disqualify an employee from exercising his or her right to reemployment after military service:

- 1) A dishonorable or bad conduct discharge
- 2) Separation from the service under “other than honorable conditions”
- 3) A commissioned officer’s dismissal via court martial or by order of the President
- 4) When a service member has been dropped from the rolls for being absent without authority or for civilian imprisonment

### Reinstatement to Positions after Extended Duty

Employees who volunteer, are drafted, or called to active duty for extended periods will be placed on “Military Leave of Absence” upon written application and be entitled to reinstatement to their former or similar positions upon their return and under the following conditions:

- 1) They must not have remained on active duty beyond their first opportunity for honorable or general release.
- 2) They must report to claim reinstatement within fourteen (14) days after completion of service; or one (1) day in the case of individuals who undergo only thirty (30) days active training or less.

After an employee has been absent for 31 days or more of military service, the District may ask the employee or the employee’s military unit for documentation showing that:

- 1) The employee submitted a timely application for reemployment;
- 2) The employee’s length of military service has not exceeded the five-year limitation; and
- 3) The employee’s separation from the military service meets the requirement for reemployment.

As a general rule, employees returning from military service must be reemployed in the job that they previously held, or would have attained had they not been absent for military service. If the employee was disabled while on military duty, or a disability is aggravated by military service, the District will make reasonable efforts to accommodate the disability

### **3.3 Reduction In Force (RIF) Procedure**

The Reduction In Force procedure can be found in Board of Trustees’ Policy 5740

### **3.4 Policy Review Committee**

The District Policy Review Committee will meet on August 16, 2016, November 15, 2016, February 15, 2017, and April 12, 2017.

# **Article IV**

## **Salary and Benefits**

### **4.1 Certified Credit Reimbursement**

The District will fund a credit reimbursement account to assist certified staff pay for college credits. The fund will be \$25,000 for the 2016-17 school year.

Employees who submitted claims for reimbursement in 2015-16 and were not paid due to all funds being previously allocated will be paid before allocations for 2016-17.

The procedure is found in Board of Trustees' Policy 5435 and 5435P

### **4.2 Holidays/Calendar**

The Holiday on January 2, 2017 as a result of January 1 being on a Sunday will be "celebrated" on Friday January 6. Employees who are routinely paid for the Holiday will be paid on Friday the 6<sup>th</sup>..

President's Day on February 20 will be "celebrated" on Friday February 24. Employees who are routinely paid for the Holiday will be paid for Friday the 24<sup>th</sup>.

### **4.3 Personal Leave**

Certified Staff who do not use their Personal Leave as required in 3.2 Leave of Absence (Personal) or who request payment for their days of personal will be paid for days at the rate of \$90 per day. Employees may only request payment for full days. Partial days will be paid at the end of the fiscal year if the employee would have lost the leave time.

### **4.4 Summer School**

Salaries for Summer School will be based up the certified staff member's hourly pro-rata pay level.

### **4.4 Career Ladder & Educational Allocations**

The Career Ladder shall be for 174 contract days.

#### **Appendix A**

### **4.5 Extra-Curricular Activities/Duties Index Schedule**

#### **Appendix B**



# Article IV

## Insurance

### 1.1 Coverage

The District will offer a PPO Medical Insurance Plan to employees of Joint School District #171. Certified Employees who have a .5 FTE to .74 FTE contract are eligible for employee only coverage, paid for by the District.

Certified Employees who have contracts of .75 FTE or greater are eligible for the Employee's PPO Plan and family/spouse/children (FSC) coverage as outlined in Appendix D. The District will pay for the Employees plan and 80% of the cost of the family/spouse/children plan.

Employee and FSC coverage for dental, prescription, and vision coverage will be included in both paid plans. The PPO plans will be for a \$2,000 deductible with a "buy down" agreement, buying down the deductible to \$500 per person.

A Prescription Drug Plan will be offered as part of the insurance package. The plan will have a \$250 "Name Brand" coverage and a \$50 co-pay. The prescription has a buy down clause to \$100. Co-Pay on generic drugs is \$10.

A change in plans will result in "Professional Services In-Network" costs for "Primary Care" office visits being \$20 and "Specialist" Office visits becoming \$40 in the new Blue Cross of Idaho Plan.

Open enrollment for the insurance plans will occur at the beginning of each plan year, through October 1 or upon a change in family or work status.

2016-17 coverage cost can be found on Appendix C. (Blue Cross has not forward exact cost of each specific policy, Appendix C will be added to the agreement once we have the numbers.)

# Appendix A

## Certified Salary Schedule

### 2015-16

Cohort	Base Salary	24 + Credits	Master's Degree
R A	\$ 33,700.00	\$ 800.00	\$ 1,400.00
R B	\$ 34,850.00	\$ 800.00	\$ 1,400.00
R C	\$ 35,700.00	\$ 800.00	\$ 1,400.00
P 1	\$ 37,249.00	\$ 800.00	\$ 1,400.00
P 2	\$ 38,850.00	\$ 800.00	\$ 1,400.00
P 3	\$ 40,050.00	\$ 800.00	\$ 1,400.00
P 4	\$ 40,950.00	\$ 800.00	\$ 1,400.00
P 5	\$ 44,550.00	\$ 800.00	\$ 1,400.00
P 6	\$ 47,000.00	\$ 800.00	\$ 1,400.00
P 7	\$ 48,050.00	\$ 800.00	\$ 1,400.00
P 8	\$ 49,200.00	\$ 800.00	\$ 1,400.00
P 9	\$ 50,850.00	\$ 800.00	\$ 1,400.00
P 10	\$ 52,550.00	\$ 800.00	\$ 1,400.00
P 11	\$ 55,500.00	\$ *\$800/1,000.00	\$ 1,400.00

\*The Educational Allocations are treated as a “pass through” in this agreement. In the first year of the Career Ladder, 2015-16, 12 teachers in the P 11 Cohort were given an additional \$200 for having 24+ credits, in an effort by the district to keep their pay in line with their co-workers who receive a higher Educational Allocation for having a Master’s Degree. Prior to 2015 both groups were paid the same salary. Only these 12 teachers will receive the “enhanced” \$200 educational allocation in addition to the \$800. Teachers new to the P11 Cohort will receive the standard allocation as provided in state code.

Those teachers have the Euid 753722665, 226466342, 642392663, 695658558, 345917363, 831562215, 793482249, 325522792, 139743822, 843361715, 414574521, (one retiree).

# Appendix B

## EXTRA CURRICULAR ACTIVITIES/DUTIES INDEX SCHEDULE

### JOINT SCHOOL DISTRICT NO. 171 EXTRA CURRICULAR ACTIVITIES/DUTIES INDEX SCHEDULE 2016-17

CATEGORY	1	2	3	4	5	6	7	8
INDEX	0.2	0.140	0.110	0.090	0.070	0.040	0.0212	0.0106

The index is applied to a base salary of \$28,275.

#### CATEGORY 1 = \$5655

Activities Director

#### CATEGORY 2 = \$3960

High School Basketball (Boys and Girls)  
High School Football  
High School Wrestling  
OHS Cheerleaders (Fall & Winter)

#### CATEGORY 3 = \$3110

Soccer (Boys and Girls)  
High School Track  
High School Baseball  
High School Volleyball  
High School Softball  
OHS Band

#### CATEGORY 4 = \$2545

Assistant High School Basketball  
Assistant High School Wrestling  
Junior High Basketball (Boys and Girls)  
Assistant Cheerleader OHS (Fall/Winter)

#### CATEGORY 5 = \$1980

Assistant High School Football  
High School Band  
THS Cheerleaders  
Dance  
Junior High Football  
Junior High Track  
Junior High Volleyball  
Assistant High School Baseball  
Assistant High School Track  
Assistant High School Volleyball  
Assistant High School Softball

CATEGORY 6 = \$1130

*Weight Room Supervisor*  
*High School Drama*  
*Assistant Junior High Basketball*  
*Assistant Junior High Volleyball*  
*High School Annual*

CATEGORY 7 = \$600

*Assistant Junior High Football*  
*High School Chorus*  
*Assistant Junior High Track*  
*High School Paper*  
*Junior High Paper*  
*FCCLA*  
*High School Pride*  
*Knowledge Bowl*  
*Senior Advisor*  
*Junior Advisor*  
*High School Student Council*

CATEGORY 8 = \$300

*National Honor Society*  
*Sophomore Advisor*  
*Freshman Advisor*  
*Eighth Grade Advisor*  
*Seventh Grade Advisor*  
*Youth Legislature*  
*SADD/IDFY*  
*Math Counts Advisor*

## **Appendix C**

### **Insurance Costs**

# **Article V**

## **Effect of Agreement**

### **5.1     Duration**

The provisions of this Agreement will be effective as of July 1, 2016 and will continue and remain in full force and effect until June 30, 2017.

### **5.2     Automatic Extension**

If at the time this Agreement would otherwise terminate, the parties are negotiating for a new Agreement, terms and conditions hereof shall continue in effect until ratification by both parties of the successor Agreement.

### **5.3     Ratification**

The Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016 and shall be binding upon the parties.

**IN WITNESS THEREOF:**

For the Association

for the Board

\_\_\_\_\_  
President of CEA

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk of the Board