

**MEMORANDUM OF AGREEMENT**

**THE MANCHESTER BOARD OF SCHOOL COMMITTEE**

**AND**

**THE MANCHESTER EDUCATION ASSOCIATION/NEA-NH**

This **Memorandum of Agreement (MOA)** is entered into by the Manchester Board of School Committee ("Board"), by and through the Office of the Superintendent, and the Manchester Education Association, NEA-NH ("Association").

**WHEREAS**, the "Board" and the "Association" are Parties to a collective bargaining agreement (CBA) effective May 5, 2020 through June 30, 2022; and

**WHEREAS**, during the negotiations of the CBA the Parties agreed that step eligible employees would receive a step increase effective May 5, 2020, with "no retroactive payments;"

**WHEREAS**, the Association interpreted the agreement such that although there would be no lump sum payment for past months lost prior to the award of the step the annual value of the step would be paid over the remaining pay periods in the school year;

**WHEREAS**, the Board asserts that it was clear during negotiations that the use of the words "no retroactive payments" meant that the step would be granted prospectively with no other wage adjustments for work periods that predated ratification. To this end, the Board points out that all of the financial spreadsheets that were shared with the Association during negotiations clearly evidenced that intent;

**WHEREAS**, the Association has requested that the step eligible employees receive a Bonus Day during the course of the 2020-2021 school year and be allowed to cash the day in if not used in accordance with Article Twenty E of the CBA (although at a lower rate);

**WHEREAS**, the Board is unwilling to dedicate financial resources for the payment of unused Bonus Days particularly in light of the fact that the District is currently facing increased financial pressures brought on by the COVID-19 pandemic including the potential of a loss of up to \$2.0 Million in grant funding for COVID-19 related expenses;

**WHEREAS**, the Association has agreed to accept the Bonus Day without the potential for cashing in any unused days given the financial challenges facing the District in the current fiscal year.

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth below, the Parties agree as follows:

1. Employees who received a step effective May 5 2020, shall not receive any additional wage adjustments or compensation for work periods that predate May 5, 2020 (no retroactivity).
2. Employees that received a step effective May 5, 2020, shall be granted one Bonus Day to be used during the 2020-2021 school year.
3. The Bonus Day shall only be used on Wednesdays between the date of execution of this Agreement and February 19, 2021.
4. The use of Bonus Days shall be approved by the building principal/immediate supervisor and such approval shall not be unreasonably withheld. The purpose for restricting use is to prevent the need for hiring substitute teachers/staff and to minimize the impact on students and school operations in general.
5. In addition to the approval requirements set forth in Paragraph 4 above, approval for use of the Bonus Day on October 14, 2020, shall only be granted to the extent it will not negatively impact the District's ability to efficiently administer the Scholastic Aptitude Test (SAT).
6. The Bonus day shall not be consider a cost item as defined by RSA 273-A: 1, IV.
7. This Agreement shall not constitute or create any past practice or precedent or otherwise require the District to offer the same of similar benefit to any other employee. Similarly, nothing herein shall prevent the Association from challenging whether an employee was placed on the proper step except as may be limited by the collective bargaining agreement or by law.

**WHEREFORE**, the "Board" and the "Associations" have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this 21<sup>st</sup> day of October, 2020.

Sue Eftannan

MEA President 10/21/2020

John Polunski

Superintendent 10-26-2020