R-11-123

RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF EDUCATION AND THE NASHUA TEACHERS' UNION, LOCAL 1044, AFT, AFL-CIO, UNIT C, SECRETARIES FROM JULY 1, 2011 THROUGH JUNE 30, 2013

CITY OF NASHUA

In the Year Two Thousand and Eleven

RESOLVED *by the Board of Aldermen of the City of Nashua* that the cost items of the attached collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO, Unit C, Secretaries are approved.

AND FURTHER RESOLVED that the sum of $6,723.00 be transferred from FY12 Account #597-86605 "Contingency, Negotiations" into FY12 Account #581-18002 "Payroll Reserve – Contracts" for the purpose of funding base salary adjustments in connection with the collective bargaining agreement.

AND FURTHER RESOLVED, due to the adoption of 10% insurance cost sharing increases, the sum of $56,421.00 shall be transferred from FY12 Account #508-83900 "Insurance Benefits, Appropriation to Self Insurance Fund" to FY12 Account #581-64192 "Miscellaneous Equipment."

ACCOUNT	***ACCOUNT DESCRIPTION***	***AMOUNT***
581-18002	Payroll Reserve – Contracts	$ 6,723.00
581-64192	Miscellaneous Equipment	$56,421.00

LEGISLATIVE YEAR 2011

RESOLUTION: R-11-123

PURPOSE: **Approving the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO, Unit C, Secretaries from July 1, 2011 through June 30, 2013**

ENDORSER(S): **Mayor Donnalee Lozeau**
Alderman Jeffrey T. Cox

COMMITTEE ASSIGNMENT:

FISCAL NOTE: **The cost analysis is attached.**

ANALYSIS

This resolution approves the cost items of a collection bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO, Unit C, Secretaries. The Agreement has a term of two (2) years from July 1, 2011 through June 30, 2013. The board of aldermen, by law, must vote whether or not to approve the cost items of this contract within thirty (30) days of receipt. RSA 273-A:3 II (c). However, the agreement between the parties to this collective bargaining agreement requires approval and final signature before July 1, 2011.

This resolution also transfers funds from FY12 Account #597-86605 "Contingency, Negotiations" into FY12 Account #581-18002 "Payroll Reserve – Contracts" to fund base salary adjustments in this collective bargaining agreement.

Finally, this resolution transfers funds back to the school district's operating budget based on the health care concessions in the collective bargaining agreement. See R-11-115 introduced on May 18, 2011.

Approved as to account structure, numbers, and amount: **Financial Services Division**

By: _____

Approved as to form: **Office of Corporation Counsel**

By: _____

Date: June 9, 2011

City of Nashua, School Department
Clerical NTU Contract Analysis

6/9/2011

Line No.	Description	General Fund Base FY11	FY12	FY13
1	Number of Employees in Analysis	86	86	86
2	Base Salary Increase Percentage		0.25%	0.25%
3				
4	**Base Pay Calculations**			
5	Base Pay Calculations (See Notes)	$ 2,689,065	$ 2,695,788	$ 2,711,203
6				
7	**Total Base Pay**	$ 2,689,065	$ 2,695,788	$ 2,711,203
8	**$ Change over Prior Year**		$ 6,723	$ 15,415
9	**Real Annual % Increase over Prior Year**		0.25%	0.57%
10				
11	**Other Salary Costs**			
12	Additional Hours	$ 12,500	$ 14,000	$ 14,000
13	Longevity (assumes no turnover in staff)	44,010	45,515	52,930
14	Educational Benefits	6,000	6,000	6,000
15	**Total Other Salary Costs**	$ 62,510	$ 65,515	$ 72,930
16	**$ Change over Prior Year**		$ 3,005	$ 7,415
17	**Real Annual Increase over Prior Year**		4.81%	11.32%
18				
19	**Total Base Pay and Other Salary Costs**	$ 2,751,575	$ 2,761,303	$ 2,784,133
20	**$ Change over Prior Year**		$ 9,728	$ 22,830
21	**% Change over Prior Year**		0.35%	0.83%
22				
23				
24	**Retirement Costs**			
25	Pension Group 1 Employees (FY12-11.09% FY13-11.04%)	$ 251,495	$ 305,563	$ 306,706
26	FICA and Medicare @ 7.65%	210,036	210,781	212,527
27	**Total Retirement Costs**	$ 461,531	$ 516,344	$ 519,233
28	**$ Change over Prior Year**		$ 54,813	$ 2,889
29	**% Change over Prior Year**		11.88%	0.63%
30				
31	**Insurance Benefits Costs**			
32	Medical Insurance Benefits (Assumes 11% increases in FY12 and FY13)	$ 961,464	$ 1,067,225	$ 1,184,620
33	Less: Employee Contributions to Medical (Assumes 10% Contribution Rate Increase in FY12)	(102,512)	(220,512)	(244,742)
34	Less: Plan Design Changes (Assumes 6.8% of Medical Costs)	-	-	(80,554)
35	Subtotal Medical Costs to City	$ 858,952	$ 846,713	$ 859,323
36	Dental Insurance costs	52,281	52,281	57,509
37	Life Insurance costs	1,797	1,797	1,797
38	**Total Insurance Benefits Costs**	$ 913,030	$ 900,791	$ 918,629
39	**$ Change over Prior Year**		$ (12,239)	$ 17,838
40	**% Change over Prior Year**		-1.34%	1.98%
41				
42	**Total Costs**	$ 4,126,136	$ 4,178,437	$ 4,221,995
43	**$ Change over Prior Year**		$ 52,301	$ 43,558
44	**% Change over Prior Year**		1.27%	1.06%
45				
46	**Average Annual Total Compensation Package**	$ 47,978	$ 48,586	$ 49,093
47	**Average Annual Increase per Employee**		$ 608	$ 506
48	**Average Percentage Increase per Employee**		1.27%	1.04%

Notes:

Steps are counted on the last day of the fiscal year for next base pay period.
$8,564 in Step Increases were used to calculate the FY2013 Base Pay amount.
$15,922 in Step Increases will be used to calculate the FY2014 Base Pay amount.

Tentative Agreement May 24, 2011

The parties agree to the following changes to be incorporated into the current collective bargaining agreement for a successor agreement to be effective July 1, 2011 and through June 30, 2013.

Unless specifically noted, all other provisions of the current contract remain in effect. This tentative agreement is subject to approval of the membership of the Union, and the Nashua Board of Education and approval of cost items by the Nashua Board of Aldermen and execution of the contract before July 1, 2011.

UNIT C

Secretaries

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA TEACHERS UNION

Local 1044, AFT, AFL-CIO

July 1, 2011

Through

June 30, 2013

NASHUA BOARD OF EDUCATION

Robert Hallowell, President
Steven Haas, Clerk
Richard Dowd
William E. Mosher
David Murotake
Dennis Ryder
Thomas Vaughan
Sandra Ziehm

NEGOTIATING COMMITTEE/RESOURCE PEOPLE

Mark Conrad, Superintendent of Schools
Daniel Donovan III, Chief Operating Officer
Dennis Ryder, Board of Education

NASHUA TEACHERS UNION

Robert Sherman, President
Jacqueline Gray, Vice President
Judy Loftus, Secretary
Paul Pollard, Treasurer
Linda Guidi, At-Large

NEGOTIATING TEAM
Nancy Barnes
Jeannette Girouard
Diane Keene
Dana Noble
Paula Reynolds
Robert Sherman

Terri Donovan, Esq., AFT-NH, AFT, AFL-CIO

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Unit C AGREEMENT made between the Nashua Board of Education (hereinafter called the "BOARD") and the Nashua Teachers Union, Local 1044, American Federation of Teachers, AFL-CIO (hereinafter called the "UNION"), dated:_____.

ARTICLE I
RECOGNITION

1:1 The "Board" recognizes the Nashua Teachers Union as the exclusive representative for the purpose of collective bargaining for "Unit C" concerning wages, hours and other terms of employment of all employees in Unit C as included herein: secretaries, accountants, bookkeepers, clerks, receptionists, administrative assistants and procurement personnel, or who qualify for Schedule I, Schedule II or Schedule III, in the Nashua School District as certified by the New Hampshire Public Employees Labor Relations Board, EXCLUDING executive secretary to Superintendent, secretary to Superintendent, Schedule 1 secretaries to the Assistant Superintendents, and secretary to the Chief Operating Officer.

1:2 All employees shall as a condition of continued employment, join the exclusive bargaining agent organization or pay to the exclusive bargaining agent organization a service fee in an amount determined by the Union. The Board shall deduct the amount of service fee as certified by the Union.

Upon individually written authorization by each employee and approval by the Union President, the District agrees to deduct from each employee so authorized, the current monthly Union dues or agency fee, as certified to the District by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction is to be made weekly, however, if any member has no check coming or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said member for that week. Deductions will commence no later than the fourth pay period following the date the authorization form is filed with the District.

The form of the authorization is shown as Appendix B or Appendix B-1 to this Agreement. The District will recognize all voluntary dues deduction and agency fee authorizations provided before the execution of this agreement. Employees will be able to revoke their authorization only between September 1st and September 15th of any year.

The Union shall select a single payroll dues or agency fee deduction arrangement for each contract year to cover all Union members, and shall inform the District payroll office of the arrangements at least three calendar weeks prior to the implementation date.

The right to dues or agency fee deduction shall be extended to the recognized bargaining agent only.

The Union will hold the District harmless from any disputes between the Union and its members relative to the deduction of dues or agency fee. The District shall have no obligation to collect dues or agency fee beyond the weekly deduction. The Union agrees in return for itself and its members that they will individually and collectively perform loyal and efficient work and service and use their influence and best efforts to promote and advance the interest of the taxpayers of the Nashua School District.

1:3 All members of the bargaining unit will be provided all the wages and benefits provided under this Agreement, and shall retain all rights guaranteed to them under the provisions of RSA 273-A.

ARTICLE II

DEFINITIONS

2:1 The term "work place" means a school, or the administration office.
The term "school" means any work location, or functional division maintained by the BOARD where instruction is offered to the children of Nashua.

2:2 The term "Principal" means the responsible head of a respective school.
The term "Supervisor" means the person to whom an employee in the administration building is responsible as shown on the organizational chart of the District.

2:3 The term "Teachers' Union Representative", as used in this Agreement, shall mean any duly authorized designee of the Federation.

2:4 Whenever the singular is used in this Agreement, it is to include the plural where the context clearly so indicates.

2:5 The term "employee", as used in this Agreement, means any member of the Bargaining Unit who has successfully completed the probationary period. The rights of Bargaining Unit members, who have not completed the probationary period, are set forth in Article 8:3.

2:6 The probationary period shall be 90 calendar days of active employment as an employee as defined herein.

2:7 The term "active employment", as used in this Agreement, shall mean actual time physically present on the job together with any authorized paid leave granted pursuant to this Agreement.

2:8 The term "seniority", as used in this Agreement, shall mean accrued time in active employment as defined in 2:7. In the event of authorized unpaid leave, suspension, or layoff, the employee shall retain such seniority as was accrued on the date of the authorized unpaid leave, suspension, or layoff upon return to active employment, but shall commence further accrual only upon such return and shall not accrue seniority during such leave, suspension, or layoff period. In the event of retirement, resignation, or discharge, the employee shall lose all seniority.

2:9 Schedule I, Schedule II and Schedule III employees are defined in Article 7:6.

2:10 The term "compensatory time", as used in this agreement, shall mean authorized time off which an employee may receive in lieu of overtime pay.

ARTICLE III
GRIEVANCE PROCEDURE

Grievance and Arbitration Procedures

3:1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve an alleged violation of a term or provision of the existing contract.

3:2 No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below or the grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration.

3:2-1 All grievances over which a principal or supervisor has no jurisdiction shall be submitted directly to the Chief Operating Officer within thirty (30) school days after the aggrieved party knows or should have known of the act or condition on which the grievance is based. Submission at any level within that thirty school day period shall establish the timeliness of the grievance.

3:3 **Step 1**

Any employee who has a grievance shall, with or without the employee's union representative, discuss it first with the employee's principal or supervisor in an attempt to resolve the matter at that level.

3:4 **Step 2**

If the grievance is not settled within ten (10) school days after presentation at Step 1, the grievant shall, within ten (10) school days thereafter, set forth the grievance in writing to the principal or supervisor specifying:

a. The specific nature of the grievance and the date it occurred;
b. The provision(s) of this Agreement which is alleged to have been violated;
c. The nature and extent of the injury, loss or inconvenience;
d. The results of previous discussions;
e. The basis for dissatisfaction with the decisions previously rendered;
f. The remedy which is desired.

The grievance shall be signed by the aggrieved employee and union representative before being presented to the principal or supervisor in Step 2.

3:5 If the grievance is not received in writing by the principal or supervisor in Step 2 within thirty (30) school days after the aggrieved party knows or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provision of this Article. The principal or supervisor shall act upon the grievance within five (5) school days after receipt at Step 2 and shall communicate the decision in writing to the UNION.

3:6 **Step 3**

If the issue is not resolved after Step 2, the grievance shall, within five (5) school days after receipt of the principal's or supervisor's decision, be submitted to the Chief Operating Officer. The Chief Operating Officer shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate the decision in writing to the UNION.

3:7 **Step 4**

If the issue is not resolved after Step 3, the grievance shall, within five (5) school days after receipt of the decision, be submitted to the Superintendent. The Superintendent shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate the decision in writing to the UNION.

3:8 **Step 5**

The UNION, no later than ten (10) school days after receipt of the Superintendent's decision, may appeal the decision to the School Board. The appeal to the BOARD must be made in writing reciting the matter submitted to the Superintendent and the basis for dissatisfaction with the decision rendered by the Superintendent. The BOARD shall act upon the appeal within a period not to exceed fifteen (15) school days. The BOARD shall communicate its decision in writing to the UNION.

3:9 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the specified time limits, shall be deemed to be acceptance of the decision rendered at that step.

3:10 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the BOARD until such grievance and any effect thereof shall have been fully determined.

3:11 Aggrieved persons may be represented at all stages of the grievance procedure by themselves and by a representative selected or approved by the Nashua Teachers' Union.

3:12 When a grievant in Step 1 is not represented by the Nashua Teachers' Union in the processing of a grievance, the Nashua Teachers' Union shall, at the time of submission of the grievance at Step 2, have the right to be present and present its position in writing at all meetings, with the grievant, held concerning the grievance and shall receive a copy of decisions rendered.

3:13 If a grievance involving the interpretation or application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure above, then the UNION may submit such grievance to arbitration by giving written notice thereof to the BOARD not later than two (2) school weeks after the completion of Step 5. The grievance shall be considered as having been settled in Step 5, unless it is so submitted to arbitration within such time limit.

3:14 The choice of the Arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within one (1) school week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the UNION to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining, of said Association, applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.

3:15 Each grievance shall be separately processed in any arbitration proceeding under this Article.

3:16 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

3:17 The Arbitrator selected will confer with representatives of the BOARD and the UNION. The arbitrator will set forth findings, in writing, and submit them to the BOARD and the UNION.

3:18 The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under this Agreement, will be accepted as final and binding by both parties.

3:19 The BOARD agrees that it will apply, to all substantially similar situations, the decision of an arbitrator sustaining a grievance. The UNION agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

3:20 The arbitrator's fee will be shared equally by both parties to the dispute.

3:21 **School Board Grievances**

The School Board and its representatives (including the Superintendent, but excluding any other administrator) shall be entitled to file grievances against the UNION and its representatives involving the interpretation or application of a specific provision of this Agreement. Said grievance shall be submitted in writing to the UNION.

3:22 If said grievances cannot be resolved between the BOARD and the UNION, the BOARD shall be entitled to submit them to arbitration. It shall give the UNION written notice thereof not later than two school weeks following the date when it has been determined that the grievance cannot be settled or resolved. If said notice is not given within the required time, the grievance will be considered as waived.

3:23 If the grievance is not received by the UNION within thirty school days after the BOARD knows or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

3:24 Released Time

Any employee, who has filed a grievance in accordance with the provisions of this contract, will be granted released time, as needed, without loss of pay or loss of personal days for attendance at required grievance and/or arbitration hearings. The same privilege shall be granted to one union representative who attends said hearings with the employee.

3:25 Summer Timeliness

In the event that the processing of a grievance under Article III extends beyond the completion of the pupil school year, all time periods referred to in the above process then remaining shall be doubled and the reference shall be to business days or business weeks during that period between the end of one pupil school year and the beginning of the pupil school year next following.

ARTICLE IV
WAGE AND OTHER BENEFITS

4:1 Basic Wage Schedule

Effective not later than six (6) months after the Lawson conversion (approximately July 1, 2012), employees shall receive written notification between July 1st and July 15th of each contract year which shall include following information for the new contract year:

1. Rate of Pay;
2. Step ; and
3. Accrued sick, vacation, compensatory and personal leave.

Wages will be paid in accordance with Appendices A- 1 and A-2.

Employees who were Grade III during the 2005-2006 school year and thus grand-fathered shall be placed on the schedule with credited years of experience and advanced a step if eligible.

Effective July 1, 2011, employees shall be paid in accordance with Appendix A-1 and effective on June 30, 2012 shall be placed on the schedule (Appendix A-1) with credited years of experience and advanced a step if eligible. Eligible employees will advance a step at the beginning of their sixth (6th), eleventh (11th), and sixteenth (16th) years of credited experience.

Effective July 1, 2012, employees shall be paid in accordance with Appendix A-2 and effective June 30, 2013 shall be placed on the schedule (Appendix A-2) with credited years of experience and advanced a step if eligible. Eligible employees will advance a step at the beginning of their sixth (6th), eleventh (11th), and sixteenth (16th) years of credited experience.

Employees who are hired between July 1st and December 31st shall be credited with a year of service the following July 1st. Employees hired between January 1st and June 30th shall not be eligible for a credited year of service until the July 1st of the following calendar year.

New employees may be granted up to three (3) years of creditable service for the purpose of placement and advancement on steps, based on prior work or educational experience directly relevant to a secretarial position. The determination of creditable service will be made administratively upon hiring. An individual who qualifies for three (3) years of creditable service will be hired on Step 1.

In cases of promotion, employees shall receive the hourly rate for their existing step, and the schedule to which they are promoted or their existing hourly rate whichever is greater.

In cases where an employee moves to a lesser schedule, the employee shall receive the employee's former hourly rate less the differential between the hourly rate for the employee's former schedule, and step and the hourly rate for the schedule, and step of the employee's new position.

Employees who have qualified for the $.30 hourly salary differential on or before July 1, 2007 shall be grand-fathered and continue to receive the differential without the requirement of any further staff development.

Shift Differential

Employees in the positions of Substitute Caller or Adult Education Secretary shall be compensated at the rate of an additional fifty-cents ($.50) per hour above their regular rate of pay for all hours or any portion thereof for time worked as part of their regular work schedule that fall between 5pm and 5am.

4:2 Overtime/Compensatory Time

1. Time worked in excess of 7 1/2 hours in any work day or 37 1/2 hours in any work week shall be paid at the rate of time and one-half.

   With the prior approval of their supervisor at the time overtime is worked, employees may elect to accrue compensatory time off at the rate of time and one-half in lieu of paid overtime up to a maximum of one (1) week. Any use of such approved compensatory time must have the prior approval of the employee's supervisor and such use shall be at the employee's discretion. It shall be the employee's option whether or not to utilize sick, personal, vacation or compensatory leave. Approval of such leave shall not be unreasonably withheld. Compensatory time earned and accrued must be reported on a Leave Notification and Approval form and signed by both the employee and supervisor.

2 Upon separation from employment, an employee shall be paid compensatory time up to the maximum of one (1) week.

3 Paid holidays, but no other leave, occurring during the work week shall be counted as time worked for the purpose of determining the straight time hours. An employee may be required to work overtime when so directed by the building principal or supervisor. Employees, who are called back to work after normal working hours by their supervisors, shall be compensated at time and one-half rate for time spent with a minimum of three hours.

4:3 Anniversary Date

For purposes of this Article, July 1 will be the anniversary date for all employees. For purposes of wage payment, except as otherwise provided, employees will receive a wage increase each July 1.

4:4 Method of Payment of Compensation

1. All employees shall be paid weekly on the basis of the number of hours worked since the last payment date.

2. Pay checks shall normally be received at the employee's work location no later than Friday, unless the employee has opted to pick up the individual check at the Superintendent's Office after 3:00 P.M. on Thursday, all on the weeks the checks are due. All paychecks shall be placed in envelopes and distributed.

4:5 Holidays

1. Schedule I employees shall be entitled to the following holidays with pay provided the probationary period has been completed:

July 4	New Years Day

Labor Day	Veterans' Day
Columbus Day	Martin Luther King Day
Thanksgiving	President's Day
Day After Thanksgiving	Memorial Day
Christmas Day	

President's Day, formerly known as Washington's Day, shall be observed either on the nationally designated holiday, or on the Monday of the Winter Vacation week, to coincide with the District's school calendar.

2. Schedule II employees shall be entitled to the following holidays, with pay, provided the probationary period has been completed:

Labor Day	New Year's Day
Columbus Day	Veterans' Day
Thanksgiving	Martin Luther King Day
Day After Thanksgiving	President's Day
Christmas Day	Memorial Day

July 4th is payable at the amount of four (4) hours times the employee's hourly rate.

3. Schedule III employees working a regular schedule of 1080 or more hours per fiscal year are entitled to:

Columbus Day
Thanksgiving
Day After Thanksgiving
Christmas Day
New Year's Day
President's Day
Memorial Day

With pay, provided the probationary period has been completed, payable at the amount of their regular daily pay.

In order to qualify for pay on an unworked holiday, an employee must work on the last scheduled work day prior to the day the holiday is observed, and the first scheduled work day subsequent to the day on which the holiday is observed, unless on authorized paid leave.

4:6 Vacations

Vacation leave for Schedule I and II employees shall be accrued on the basis of the number of months in active employment up to the following amounts.

Accruals shall commence with date of hire.

1. Schedule I and Schedule II employees shall accrue vacation leave according to the following, commencing with the date of employment, but shall not be entitled to vacation leave pay until they have satisfactorily completed the probationary period and provided they are in the active employment of the District. Vacation benefits shall not be paid retroactively.

Effective July 1, 2006:

Up to five (5) full years seniority	10 days
Upon completion of five (5) full years seniority	15 days
Upon completion of nine (9) full years seniority	20 days
Upon completion of fifteen (15) full years seniority	21 days
Upon completion of sixteen (16) full years seniority	22 days

Upon completion of seventeen (17) full years seniority	23 days
Upon completion of eighteen (18) full years seniority	24 days
Upon completion of nineteen (19) full years seniority	25 days

Any accrued vacation days(s) in excess of the maximum accrual not used during the previous contract year must be used by August 31st of the current year or the day(s) shall be forfeited.

2. No employee shall be allowed more than fifteen (15) days vacation in succession, at any time, unless this requirement is waived by the principal or supervising administrator. Employees with the greatest seniority shall have preference in selecting the times during which they wish to take their vacation. The principal or supervising administrator shall be notified, in writing, of such selection request by April 1 of each year. Employees may utilize their vacation leave at any time during the year if approved by the Administration and subject to the limitations in this paragraph. At the principal's discretion, an employee may be restricted from taking vacation leave during the ten working days preceding the pupil school year. The Superintendent or designee may alter the above vacation selection or schedule as District needs dictate.

3. No vacation leave or payments will be allowed, if an employee is discharged for just cause. In such event, there shall be no proration of accrued vacation payments.

4. The District reserves the right to limit the number of employees to be on vacation during any one period. All vacation days shall be scheduled with the approval of the Superintendent or designee.

5. Any employee who resigns, is laid off, retires, or dies, shall be entitled to accrued vacation pay, in accordance with the eligibility requirements contained in this Agreement, prorated to the date the employment ceases. Any accrued vacation pay to which an employee may be entitled, on the date of the employee's death, will be paid to the employee's estate.

6. Schedule II employees will be paid on the basis of 6 1/2 hours times the employee's hourly rate for each day of annual leave used.

7. An employee who desires vacation pay, before going on vacation, must notify the Payroll Office, in writing, at least five (5) workdays in advance of the employee's last working day prior to the vacation.

4:7 Longevity

1. Effective July 1, 2006 , longevity will be paid in January to all Schedule I, Schedule II and Schedule III employees in the active employment of the District on the previous December 31 based on the following:

	Schedule I	Schedule II	Schedule III
After ten (10) years seniority	$750	$645	$375
After fifteen (15) years seniority	$1250	$1075	$625
After twenty (20) years seniority	$1750	$1505	$875

2. Seniority will be computed as of the employee's anniversary date occurring on or prior to December 31 in any calendar year. In the event an employee leaves the employ of the District after the employee's anniversary date but before the January payment date, the

employee will receive any longevity payment to which the employee is entitled with the final salary payment.

4:8 Educational Benefits

For each fiscal year, the District agrees to provide the sum of $4,000 for the purpose of reimbursement of tuition cost for courses or workshops which, in the opinion of the Chief Operating Officer, are both job-related and of benefit to the District. Availability will be made on a first-come, first-served basis, with approval of more than one course per semester subject to the availability of funds within the above allowance. Reimbursement will be available to those who are actively employed, who make application for the benefits, and who have received the prior approval of the Chief Operating Officer. Employees will be reimbursed 80% of the cost of tuition. Payment will be made on the furnishing of written evidence of satisfactory completion of the course or workshop.

The District agrees to pay one hundred percent of the tuition for courses or workshops which the employee is required, in writing, to take by the District. Travel and interim living expenses for such required courses or workshops will be reimbursed in accordance with existing Board policy levels. Funding for required courses or workshops will be provided separately from the above $4,000 available for tuition reimbursement.

4:9 Leave for Conferences and Workshops

Secretaries may be granted paid leave within budget and staffing limitations to attend annual conferences and workshops. Lodging, travel and conference expenses will be paid by the District consistent with District policies.

Up to two (2) days of paid professional leave will be granted to up to two (2) employees designated by the President of the Union for the purpose of attending the American Federation of Teachers Annual Paraprofessional and School-Related Personnel Conference, at no cost to the District. Employees may be requested to share the information gained at the conference with other secretaries.

For each fiscal year, the District agrees to provide the sum of $2,000 to pay for the cost of registration, lodging, meals and mileage for employees to attend the annual New Hampshire Association of Educational Office Professionals (NHAEOP).

4:10 Mileage Allowance

The District agrees that employees using private automobiles, at the request of the District on District business, shall be reimbursed at the prevailing IRS rate.

4:11 Severance Pay

Upon the resignation, retirement or death of an employee in the employ of the Nashua School District, who has at least ten (10) years seniority in the District, the BOARD shall pay to that employee or the employee's estate, in the case of death, the prevailing per diem rate of pay based on the employee's hours of work per day during the school year and based on the employee's per diem rate of pay for each day of the employee's accumulated sick leave then remaining to a maximum of:

132 days for Schedule I employees;
113 days for Schedule II employees; and,
55 days for Schedule III employees working a regular schedule of 1080 or more hours per fiscal year:

4:12 Coverage

The parties agree to form a Joint Labor-Management Committee to examine the current practices for providing coverage for secretarial positions. The committee will examine the current practices for coverage in each of the schools and for each of the various secretarial positions. The Committee shall make such recommendations as may be necessary for modifications to the successor contract on or before May 15, 2010.

ARTICLE V
SUPPLEMENTAL BENEFITS

5:1 Worker's Compensation

All employees shall continue to be covered by the provisions of the New Hampshire Worker's Compensation Act.

5:2 Pension

The parties agree that all provisions of the New Hampshire Retirement System shall be made available to Schedule I and Schedule II employees. Participation in the New Hampshire Retirement System is mandatory upon the first day of employment.

5:3 Tax-Sheltered Annuities

The District agrees to allow all employees to take advantage of the Federal Law concerning tax-sheltered annuities.

5:4 Health Benefits

Effective July 1, 2007, The City shall provide, upon the request of an eligible Schedule I and II employee, and a Schedule III employee working a regular schedule of 1080 or more hours in a fiscal year, subject to the provisions of this article, the amount of the premium specified below for an individual, two person, or family plan, of one of the following, if available, or a comparable plan if the following plan(s) are not available:

(a) Point-of-Service-Plan

(b) HMO Plan; or

(c) The city may make additional plans available to members with benefit levels and premium cost sharing determined by the city in its sole discretion.

Provided that any employee who is enrolled in an indemnity plan with the city on the effective date of this agreement shall be allowed to continue that indemnity plan. However, no other employees shall be allowed to select the indemnity plan.

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties concerned that the city reserves and shall have the right to change insurance carriers provided the benefits to participants are comparable and the city elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a "comparable" plan to either option "a" or "b", it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later that thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

Comparable Plan Definition: Prior to the adoption of the plan changes identified below, a comparable plan

means no additional out of pocket increases to employees and no reduction in current benefits and at least 95% of the current physicians, including specialists and hospitals. Upon the adoption of the plan changes identified below, a comparable plan means one that offers the same type of benefits, but benefits do not have to be exactly the same. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals.

For the duration of this Agreement, either party to the Agreement may request that a joint labor/management committee be convened to consider the performance of the aforementioned plans and any changes thereto.

Effective July 1, 2011, for eligible members, the City shall contribute 70% of the premium for option (a) and 80% of the premium for option (b).

In the event a majority of the collective bargaining unit employees in the City and School District covered by agreements entered into on or after July 1, 2011 are subject to lower employee contribution rates than those contained in this agreement, those lower employee contribution rates shall apply to members of this bargaining unit within thirty (30) days of the effective date of those new agreements, but shall not be retroactive to July 1, 2011.

The City shall contribute toward the premium of the city indemnity plan the same dollar amount it contributes toward the premium of option (a).

All plans offered by the City shall have the following co-payments:

(a) Medical Visits - $10.00
(b) Emergency Room Hospital Visits each year of the contract:– (Co-Pay waived if admitted)
$50.00 for the first 3 visits per subscriber;
$100.00 for the next 3 visits per subscriber;
$50.00 for each subscriber visit thereafter.

Implementation Terms for Increased Co-pays and Deductibles:

Effective July 1, 2012, all plans offered by the City shall have the following co-pays and deductibles:

(a) Twenty Dollars ($20.00) per medical visit;
(b) One Hundred Dollars ($100.00) per emergency room visit;
(c) Two Hundred Fifty Dollars ($250.00) Per Person, Five Hundred Dollars ($500.00) Per 2 Person/Family Inpatient/Outpatient Facility Deductible; and
(d) Three Tier Pharmacy Benefit of $5/$15/$35 ($5/$30/$70 Mail Order).

Employees will pay those increased co-pays and deductibles before July 1, 2012 if more than half of all city bargaining unit members in the City of Nashua and the Nashua School District have agreed to implement those co-pays and deductibles.

Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of a HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the

extent permitted by the plans.

Regular part time employees working a minimum of 20 hours per week are covered by the provisions of this article on a pro rata basis. The proration is based on the ratio the employee's regular weekly work hours are to 40 hours. The proration applies to the City's premium contribution.

For the duration of this agreement, the parties agree to participate in a joint labor/ managementcommittee with other city and school district bargaining units to develop proposals to modify the health insurance programs offered by the city in order to control the costs of those programs for the benefit of the city and its employees.

5:5 Life Insurance

On the first day of the month next following the expiration of thirty days after the signing of this Agreement, the District shall provide full payment of the cost of a $10,000 Term Life Insurance policy for Schedule I and Schedule II employees, and $8,000 Term Life Insurance policy for Schedule III employees. Schedule I and Schedule II employees may purchase at their own expense additional optional life insurance if approved by the insurance carrier in an amount allowed by the insurance carrier. Employees shall become eligible for the term life insurance benefit on the first of the month following the conclusion of the first 30 days of active employment of the employee's probationary period.

5:6 Supplemental Injury Benefits

a. An employee absent from work as the result of a work related injury or illness occurring during employment with the District, and who receives workers' compensation benefits, shall be paid by the District 100% of the difference between the employee's average daily wage as determined for the purpose of workers' compensation benefits, and the amount of daily workers' compensation benefits received by the employee, for each day the employee is scheduled to work.

b. It is intended that no employee shall receive for each day of absence more than the amount of daily pay as determined for the purpose of workers' compensation benefits. Any excess amounts received shall be forthwith returned to the District.

c. Absences under this provision shall be charged to the employee's accumulated sick leave on the basis of one-half day sick leave deducted for each day of absence.

d. The provisions of this section shall not prevent an employee from electing to waive the supplemental benefit from the District in which instance no sick leave days shall be deducted from the employee's accumulated sick leave.

e. This supplemental benefit shall cease upon the exhaustion of the employee's sick leave entitlements.

f. An employee absent from work due to a work-related injury or illness may be terminated by the District after the exhaustion of workers' compensation benefits or one year whichever is sooner. Upon medical certification that the employee is fully able to perform the employee's former job responsibilities, an employee terminated under this section 5:6-f because of an absence of one year shall be rehired for the next available similar position as that held by the employee at the time of termination provided the employee is qualified for the position.

5:7 Dental Coverage

The Board agrees to provide single person dental coverage for Schedule I and II employees commencing on the first day of the month following the completion of the probationary period.

Further, effective July 1, 2009, the Board agrees to provide single person dental coverage for Schedule III employees working 1080 or more hours per year. Additional coverage for the two-person or family plans may be purchased by the employee at his/her own expense.

ARTICLE VI
LEAVES OF ABSENCE

6:1 Sick Leave

1. Each Schedule I employee shall be entitled during each fiscal year to annual sick leave of 15 days without loss of pay. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 165 days which shall not include the sick leave due in a current fiscal year.

2. Schedule II employee shall be entitled during each fiscal year to annual sick leave of 13 days without loss of pay. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 142 days which shall not include the sick leave due in a current fiscal year. Absences which occur during the period when the normal workday is four hours shall be deducted from accrued sick leave at the rate of the four hour workday being equal to 7 1/2 hours of sick leave.

3. Schedule III employees working a regular schedule of 1080 or more hours per fiscal year shall be entitled to annual sick leave of six (6) days. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 68 days which shall not include the sick leave due in a current fiscal year.

4. No sick leave payments shall be applied retroactively for unpaid leave taken during the probationary period.

5. The District agrees that each employee entitled to annual sick leave shall be notified at the beginning of each fiscal year of the employee's accumulation to date.

6. Sick leave shall be allowed only in the case of necessity and actual sickness or disability of the employee, employee's spouse, domestic partner or the employee's dependent children, parents, or for the employee to take physical and dental examinations or other sickness prevention measures. In case of the serious illness or accident of the spouse of the employee, parents or children of the employee, necessitating the employee's absence from work, the supervisor or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the employee is entitled.

8. Daily staff absentee reports or daily attendance sheets shall not indicate the reason for absence.

6:2 Sick Leave Bank

1. A Sick Leave Bank shall be maintained in accordance with this article for participating members who have exhausted their individual accrued sick leave as a result of serious extended illness, incapacitating accidents, or maternity leave.

2. Contributions must be made within 30 calendar days from the date the person begins employment or within 30 calendar days of a call for replenishment of the bank. The initial contribution of participating members shall be two (2) days, with subsequent contributions of one (1) day for each call for replenishment. In addition to the initial contribution, participating members shall contribute a one time additional day at the beginning of the second school year

following the implementation of the bank. All contributions shall be voluntary. Each day contributed shall be defined as the average number of hours worked per day over the course of a fiscal year.

3. A call for replenishment shall be made at any point in time the balance of days in the sick leave account falls below one and one half days times the number of bargaining unit members in the bank.

4. The operation of the Bank and withdrawals from it shall be governed by a Committee of two (2) members selected by the Union and one administrator selected by the Superintendent. The Committee shall establish such rules and operating procedures as may be necessary to administer the Bank. In considering requests for withdrawal from the Bank the Committee may require substantiating medical documents, and in all cases the decision(s) rendered by the Committee shall be final and binding.

5. A member may withdraw sick days from the Bank only after:

   a) exhausting his or her individual accrued sick leave;
   b) receiving the approval of the Committee.

   However, withdrawals shall be retroactive back to the first working day following the exhaustion of accrued sick leave benefits.

6. Sick leave withdrawals shall be computed as one day charged for one day used.

6:3 Personal Leave

Each Schedule I employee shall be entitled to four (4) paid days, each Schedule II employee shall be entitled to three (3) paid days, each Schedule III employee working a regular schedule of 1080 or more hours per fiscal year shall be entitled to two (2) paid days leave of absence per fiscal year for the following reasons:

(a) Marriage of children, parents, or immediate family as defined under Article 6.4(a).
(b) Graduation exercise of the employee or the employee's children.
(c) Required appearance in court.
(d) Observance of a nationally recognized religious holiday of the religion practiced by the employee.
(e) Compelling personal business that cannot be accomplished outside of the school day.

Schedule I employees may also use personal days on days when the schools are closed due to inclement weather.

Each day taken shall be subject to the prior approval of the Chief Operating Officer or designee. Except in emergency situations, at least 48 hours' notice shall be given in requesting a personal day through the Chief Operating Officer or designee. Personal leave for Schedule II employees which occurs during the period when the normal workday is four hours shall be deducted from personal leave at the rate of the four hour workday being equal to 7 1/2 hours of personal leave.

Personal leave which is not used in any fiscal year will be added to the employee's accrued sick leave balance in accordance with Section in accordance with 6:1 (3) of this Article.

6:4 Bereavement Leave

a. Employees shall be entitled to up to five (5) days bereavement leave with pay for absence due to each death of their spouse, domestic partner, child(ren), mother or father and step-

equivalents and up to three (3) days bereavement leave with pay for absence due to each death of "immediate family". "Immediate family" shall include: brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren and step-equivalents.

b. Up to three (3) days in any fiscal year may be granted for a death of a close relative of an employee for which there shall be no deduction in pay. "Close relative" shall include: aunt, uncle, niece, nephew, in-laws not included under (a) and close friends provided the close friend lives in the employee's home.

c. Bereavement leave for Schedule II employees which occurs during the period when the normal workday is four hours shall be equal to one day.

6:5 Released Time

Up to five (5) members of the negotiating team will be granted released time as needed without loss of pay or loss of personal days for the purpose of contract negotiations, mediation and fact finding.

6:6 Extended Leaves

Schedule I or Schedule II employees may apply for an unpaid leave of absence for the extended illness of the employee, or the employee's spouse, domestic partner, children, mother, or father. At the discretion of the Superintendent such an unpaid leave may be granted for a period up to twelve months. Unless otherwise provided, employees on unpaid leaves pursuant to this Article 6:6 shall not be eligible to receive any of the benefits contained in this Agreement including any paid leave days. The employee desiring to return from such unpaid leave will be assigned to the next available vacancy for which the employee is qualified.

6:7 Court Appearances

An employee who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted the difference between the fee received for such service, excluding court reimbursement for mileage, meals, and lodging, and the amount of earnings lost by reason of such service. Satisfactory evidence of the fee received exclusive of mileage, meals, and lodging reimbursement, must be submitted to the Payroll Office for the differential to be granted. Time paid under this Article 6:7 shall not be counted as time worked for the purpose of computing overtime.

6:8 Military Service

Each employee shall be granted a leave of absence for military service, without pay, for the duration of compulsory service. An employee granted such a leave shall, upon return, receive active service credit and appropriate annual salary, including increases granted during the period of military service.

6:9 Selective Service Tests

Each employee shall be granted regular salary, without loss of pay, when required to be in attendance for a usual and customary selective service examination, physical examination, or other tests required by the United States Government.

6:10 Continuation of Insurance

Upon agreement by the respective insurance carriers, any employee who is on authorized unpaid leave may be permitted to continue the health and life insurance benefits provided by this agreement at the employee's sole expense, on condition that the employee remits the full monthly insurance premium by check payable to the City of Nashua, to the District Personnel Office no later than the

15th day of the month preceding the month the premium is due. In the event the employee fails to remit the premiums due, the benefits provided by this section 6:10 shall terminate immediately without further notice to the employee and the employee may not be re-enrolled in the group insurance plan for which the premiums were being paid until the employee returns to active employment.

6:11 Federal and State Compliance

The District will comply with the provisions of federal and state statutes, as amended from time to time, relating to family and medical leave. Any such provisions shall be deemed to operate concurrently with any paid or unpaid leave granted pursuant to this Agreement. The District will comply with any rights or benefits contained within such federal or state statutes which provide for any rights or benefits which exceed those contained in this Agreement only to the extent required by statute.

ARTICLE VII
WORKING CONDITIONS

7:1 Employment Status

No member of the Bargaining Unit shall be dismissed or disciplined except for just cause.

7:2 Seniority

The District shall prepare a seniority list which indicates the dates of employment of all members of the Bargaining Unit. The Union will be supplied with an updated copy of this list on or before November 1, and upon request.

7:3 Personnel Files

1. Each employee shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in the employee's personnel file with reference to evaluation of the employee's performance in the school district.

2. Upon request, the Administration shall provide to each employee copies of the records and reports described above.

3. In the event that the Board of Education removes from the employee's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed.

4. Each employee shall have the right to review and reproduce material in the employee's personnel file not later than 24 hours after requested.

5. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy. The answer shall be reviewed by the person occupying the position of authority next above the person who filed the material.

6. Reproductions of such material may be available to the employee at no charge.

7. a. Any item contained in an employee's file to which an employee has not been given access shall not be utilized in any legal proceeding against the employee.

b. An employee shall be given upon request a receipt for all transcripts, medical forms and all other material submitted to the Administration, or the Nashua Board of Education.

7:4 Discrimination

There shall be no discrimination against any employee because of the employee's Union activities or because of the employee's membership in the UNION, or because of the filing of any grievance under this Agreement.

7:5 Rules, Regulations and Policies

1. There shall be a complete copy of the Rules, Regulations and Policies (POPPS) of the Board of Education made available for access at each District building with new items added as they are approved by the BOARD.

2. It is agreed that all Union Representatives have a complete copy of the Rules, Regulations and Policies (POPPS) of the Board of Education, and the Administration will provide them with all new items as they are added.

7:6 Workday and Work Year

1. Schedule I employees shall be employed for a 12-month work year. The normal workday shall be 8 hours per day including a half hour unpaid lunch break.

2. Schedule II employees shall be employed for a 12-month work year. For the time period beginning five working days prior to the pupil year continuing through five working days after the pupil year, the normal workday shall be 8 hours per day including a half hour unpaid lunch break. At the principal's discretion, an employee assigned to an elementary school may be required to commence the 8 hour work day ten working days prior to the pupil year. For all other week days, in the summer, the normal workday shall be 4 hours. Schedule II employees shall be permitted to work a flex schedule during the summer hours with prior approval being obtained from the employee's supervisor. During the pupil year, Schedule II employees shall work only on teacher work days. However, in the event there is a non-teacher, non-pupil day (except for the December, February and April breaks, weekends and holidays) once the pupil year has started, employees shall have the choice to either utilize a vacation day(s) or personal leave day(s) or elect to work and be paid four (4) hours on such days; or, if there are two such days, to combine them and work eight (8) hours on one of those days in order to have the other day off as an unpaid day. Employees who choose to work eight (8) hours in exchange for one of the four-hour days off can also choose to be paid four (4) hours for each day rather than eight (8) hours for the day worked.

3. Schedule III employees shall be employed for the pupil year and pupil day and up to five (5) days before the start of the pupil year and five (5) days after the start of the pupil year. This is the normal work schedule, but it may be altered based on the legitimate needs of the school district. The normal workday shall be not more than 6.5 hours per day including a half-hour unpaid lunch break.

4. The principal or supervisor shall establish a normal work schedule for each employee.

5. A 30-day notice shall be given Schedule 1 and Schedule II employees before a change is made in the established normal work schedule.

6. A two-week notice shall be given to part-time employees before a change is made in the established normal work schedule.

7. A member of this Bargaining Unit C must give a minimum of two weeks' notice, if intending to terminate employment with the Nashua School District.

8. When there is a cancelled school day, Schedule II employees shall receive four (4) hours pay.

9. In the event of a cancelled school day based on weather or other unforeseen emergencies, Schedule 1 employees shall have the option of not reporting to work and in order to be compensated for the day may, at the employee's discretion, utilize vacation, personal or compensatory leave time for the cancelled day.

10. The Board agrees to provide a safe and healthy working environment. There shall be Union Representation on the Joint Loss Safety Committee. The Committee will be utilized to address any such concerns.

7:7 Dispensing of Medication

Secretaries shall not be required to dispense medication to students.

7:8 Evaluations

A. All observations by a supervisor of the work performance shall be made openly.

B. When a supervisor observes an employee it will be assumed the employee is being observed for purposes which may include evaluation.

C. When a supervisor makes and signs a written evaluation of an employee it will be shown to the employee who will acknowledge receipt thereof in writing. This shall not necessarily be interpreted to indicate the employee's assent. If the employee disagrees with all or any part of the evaluation the employee may file written comments in the employee's personnel file.

D. All evaluations will be in accordance with the evaluation forms and procedures adopted by the Board of Education or the Superintendent prior to the start of a fiscal year.

E. An employee may appeal his/her annual evaluation first to the Chief Operating Officer and then, if not resolved, to the Superintendent of Schools. The evaluation itself will not be subject to the grievance procedure.

F. The District shall present forms and procedures for the evaluation process to employees upon hiring and no later than September 1st for current employees. Employees' evaluations shall be completed on or before June 15th of each year and provided to the employee.

7:9 Reduction in Hours

The following applies in the event of an involuntary reduction in hours for Schedule I or Schedule II employees, or Schedule III employees working a regular work schedule of 1080 or more hours per fiscal year:

Commencing on the date of signing of this Agreement, an employee as described above so affected will retain the following benefits as provided under this Agreement, as applicable, through the last day of this Agreement or one year from the date of the reduction in hours, whichever is later. Thereafter, the benefits shall be as provided by this Agreement for the reduced schedule.

Sick Leave	Sick Leave Accumulation
Personal Leave	Holidays
Vacations	Extended Leave
Health Insurance	Life Insurance

Dental Insurance	Longevity
Severance	Sick Leave Bank

An employee as described above initially so affected will retain only the following benefits, as applicable, and only to the extent and for the time periods indicated. All other benefits will be as provided by this Agreement for the reduced schedule.

A. Health, Life and Dental Benefits:
Retained for one additional month for each year of service with a minimum of three months of coverage and a maximum of twelve months of coverage.

B.Sick Leave:
Accumulated sick leave at the time of the reduction in hours retained. Additional annual sick leave will be credited in the amount applicable to the reduced schedule; however, no additional annual sick leave will be credited if the employee's accumulated sick leave exceeds the maximum accumulation allowed for the reduced schedule.

C.Vacation:
For Schedule I reduced to Schedule II – Accrued vacation leave retained. Additional accruals at the applicable rate for the reduced schedule.
For Schedule I or Schedule II to Schedule III – Accrued vacation leave paid in lump sum.

7:10 Reduction in Staff

The provisions of this article 7:11 shall apply only on occasions when the total number of permanent positions by schedule in the bargaining unit is reduced and shall be done within each Schedule separately. When there is such a reduction, the following procedure will be used:

A. In making involuntary staff reductions, layoffs shall occur in the following order:

1. Staff attrition;
2. Probationary employees; and
3. The least senior employee in the schedule being reduced;

B. Seniority shall be determined first by date of hire to a position in the bargaining unit, second by date of hire in the District in a non-substitute position, and third by social security number with the lowest last four digits having least seniority.

C. Employees designated for layoff shall be given at least thirty (30) calendar days written notice of such layoff. If such notice is given less than thirty calendar days prior to the layoff, the employee shall be compensated at the employee's regular rate of pay for any of the employee's normal work days falling within the 30 day period but prior to the notice. A copy of the notice shall also be sent to the union office c/o NTU President, within the same thirty (30) day period.

D. Employees who are laid-off shall receive severance as provided in article 4:11, however, the ten year seniority requirement shall be waived.

7:11 Recall

A. Employees who are laid off shall be placed on a recall list. All individuals in the recall pool will be considered for any vacancies before other employees or external applicants. If there are two or more individuals in the recall pool who at the time of layoff were in the same or higher schedule as the vacancy and who, in the opinion of the Chief Operating Officer, are qualified for the available position, one of the two most senior employees shall be recalled. Qualifications

shall include experience including the currentness of that experience, skills and abilities related to the vacancy, and the individual's performance including attendance.

B. Except as otherwise provided in this article 7:12, an individual who is recalled shall return to the District that severance which represents the difference, if any, between the number of days on which severance was computed and the number of work days the individual was laid-off. The individual may return said severance in a lump sum, in equal weekly or in some other schedule of repayment approved by the Chief Operating Officer. In no instance may the weekly payments extend beyond the calendar year. Any arrangement for the repayment of severance in weekly payments must be in writing and signed by the individual. Accrued sick days will be credited to the individual as the repayment is made based upon the number of days the repaid severance represents.

An individual who is offered recall for a position in the same schedule and fails to return said severance shall be removed from the recall list. An individual who is offered recall in a different schedule has the right of refusal and shall remain on the recall list.

An individual who has been laid off continuously for one year from the date of the layoff shall not be required to repay any severance.

C. Unless otherwise provided under this Article 7:12, individuals shall remain on the recall list for two years from the date of layoff.

D. Notice of recall shall be sent by certified mail to the individual's last address which has been placed on file by the individual in the Personnel Office. A copy of said notice shall be sent to the Union.

An individual who is recalled shall in writing within 10 calendar days of the receipt of the notice or 15 calendar days from the date the notice is mailed, whichever is sooner, give notice of intent to accept the position. If the individual does not respond within the aforementioned time period, the individual will be removed from the recall list.

ARTICLE VIII
TRANSFERS, VACANCIES AND PROMOTIONS

8:1 Transfers, Promotions and New Positions

1. Employees who desire a change in duty or building assignment may file a written statement of such desire at any time with the Chief Operating Officer. Such request may be renewed in writing each school year on Appendix C if it is not granted on initial application.

2. Notice of transfer or of non-transfer will be given to the employee as soon as practicable and under normal circumstances not later than June 30.

3. An employee who has been transferred and objects to the transfer may request a meeting of the employee, Chief Operating Officer or designee and a Union representative. The Chief Operating Officer or designee will meet with the employee and/or Union representative to discuss the transfer.

4. In making transfers and promotions, and filling new positions, a candidate's area of competence, quality of performance within and outside the system, the needs of the system, seniority and a candidate's wishes will be considered.

8:2 Posting

All positions shall be posted for ten (10) weekdays prior to the position being filled. All notices shall be posted on the bulletin board in every school and the Central Office. The notice shall be sent to the UNION when posted. All posting notices referred to herein shall delineate the duties, rate of compensation, application process, and in the case of promotions, the qualifications for the position.

8:3 Interviews for Positions

All Bargaining Unit candidates for transfer and/or promotion who apply for a posted position, and meet the minimum qualifications for the position, will be interviewed.

8:4 Probation and Transfer Regulations

1. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred or promoted to a different position of employment within or outside the bargaining unit shall be obliged to serve an additional probationary period, if any, associated with the new position, provided, however, that the employee shall be entitled to any benefits associated with the position immediately upon assuming the position.

2. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred or promoted to a different position of employment within or outside the bargaining unit shall retain all accumulations of leave accrued while a member of the bargaining unit, provided that such accruals shall not exceed the maximum amount of accruals that are allowed to a person holding the position to which the employee is transferred or promoted. In the event there is an excess of accruals, the amount of accruals allowed to be retained shall be the same as the maximum amount of accruals allowed to a person holding the position to which the employee is transferred or promoted. In the event the amount of accruals is less than the amount allowed to a person holding the position to which the employee is transferred or promoted, the employee may continue to accrue such benefits as are allowed to a person holding that position up to the maximum amount allowed for that position.

3. In the event a present member of the bargaining unit is transferred or promoted to a position within the bargaining unit, the District, at its sole discretion, may within 75 calender days from the effective date of the transfer or promotion, transfer the employee to the employee's former position or to another position which has the same schedule and pay rate as the position from which the employee was first transferred or promoted. The 75 calendar day period may be extended as provided in 8.4.1. Transfers under this paragraph 8.4.3 shall not be grievable.

4. Probation

a. All newly hired personnel, and all employees assuming a new position, shall be obliged to serve a probationary period.

b. The District may terminate a newly hired person from employment within the probationary period. Terminations under this Paragraph 8.4.4 (b) shall not be grievable.

5. A probationary employee who is transferred or promoted to a different position within or outside the bargaining unit, prior to completing the initial probationary period, shall complete the entire probationary period, if any, associated with the position to which the employee is transferred or promoted, and shall be entitled to benefits, if eligible, not withstanding the fact that active employment may have been served in more than one position.

ARTICLE IX
UNION REPRESENTATIVES

9:1 Official List of Nashua Teachers Union Representatives

The UNION shall furnish the BOARD with a list of its officers and authorized building representatives, and shall as soon as possible notify the BOARD in writing of any changes, No Union representative shall be recognized by the BOARD except those designated in writing by the UNION.

ARTICLE X
UNION PRIVILEGES AND RESPONSIBILITIES

10:1 Fair Practices

As exclusive representative, the UNION shall not preclude from membership any person in the unit described in ARTICLE I. The Union will represent equally all persons described in ARTICLE 1 without regard to membership in, participation, or activities in the UNION.

10:2 Recognition of Local Organization Representative

The Principal or Chief Operating Officer shall recognize the UNION building representative as the official representative of the local organization.

10:3 Distribution of Materials

Officers or officials of recognized employee organizations shall have the right to distribute organizational materials provided such materials are in good taste and provided that such materials shall not include campaign organization material related to local, state, or national political matters. Such distribution shall be made through the central mailing system. Nashua High School shall have a single mail box for the use of all secretaries in the building.

10:4 Meetings

The authorized representative of the UNION shall have the right to schedule UNION meetings in the building before or after regular work hours, and during lunch time of the employees involved. Such meeting shall not in any manner disrupt normal operations, and shall be subject to prior approval of the Building Principal, or Chief Operating Officer.

10:5 No Local Organization Activity

Except as provided herein, the UNION agrees that no employee will engage in UNION activity while on duty.

10:6 Protection of Individual and Group Rights

Nothing contained herein shall be construed to prevent the BOARD, a member of the BOARD or its designated representatives from meeting with any employee for expression of the employee's views. In the area of this Agreement, and for the term hereof, no changes or modifications shall be made except through negotiations with the UNION. Nothing contained herein shall be construed to permit an organization other than the UNION to appear in an official capacity in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with an immediate supervisor or processing a grievance on the employee's own behalf in accordance with the Grievance Procedure heretofore set forth in ARTICLE III.

10:7 Information

1. The BOARD shall make available to the UNION upon its request any and all available information in the public domain, such as statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

2. If the public agenda of a BOARD meeting has been prepared 24 hours in advance of such BOARD meeting, it shall be made available to the President of the UNION.

3. A copy of the minutes of all BOARD meetings shall be made available to the President of the UNION.

10:8 The UNION shall be permitted to post union related notices and other materials on the faculty/staff bulletin board provided the notices are in good taste and provided that such materials shall not include campaign organization material related to local, state, or national political matters.

10:9 In the event the President of the UNION is a member of the collective bargaining unit covered by this Agreement, said President, or designee, shall be granted three (3) days of paid leave to attend legislative hearings.

10:10 Union Business

A. In the event a member of this bargaining unit is President of the Union, s/he or her/his designee shall be granted five (5) days of paid leave for the purpose of Union business. If the President of the Union is not a member of this bargaining unit, the President may designate members of the bargaining unit to be authorized for paid union leave of three (3) days for the total unit. Said leave may be utilized in half-day increments. This leave may be utilized to attended union seminars, meetings, conferences and/or trainings. The President of the Union shall notify the Chief Operating Officer five (5) days in advance of the use of the leave.

B. The President of the Union, upon request, shall be granted a leave of absence. A request for such leave must be made no later than June 15 prior to the school year for which the request is effective.

C. In the case of a leave of absence, the District shall not be liable for any salary or benefit costs. Insurances may be extended at the President's expense to the extent mandated by state and federal law. The President, at the President's expense, may maintain enrollment in the City of Nashua's group health insurance for the first two (2) years of a leave of absence if so allowed by the insurance carrier.

D. For the first two (2) consecutive years of a leave of absence, the President shall retain all rights to the position the President formerly held. The provisions of Article 8 herein shall apply to the extent they may impact on said rights.

E. For the first two (2) consecutive years of a leave of absence, the President, for the purpose of seniority, shall receive full-year credit.

F. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of the President while on leave unless a contribution is mandated by the System or by other provisions of state law.

ARTICLE XI
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Nashua Teachers Union and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Nashua Teachers Union in consideration of the value of this Agreement and its terms 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 XII
CONFORMITY TO LAW AND SAVING CLAUSE

If any provision of this Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13:1 It is understood that for the duration of this Agreement employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with School Board policies and administrative rules, regulations and the provisions of this Agreement.

13:2 Expenses of Printing and Distributing Agreement

The BOARD agrees to pay for the cost of printing this Agreement in booklet form. The UNION agrees to distribute a copy of this Agreement to each employee presently employed by the BOARD and to each new employee employed by the BOARD. The BOARD shall have 120 copies of this Agreement printed, 100 of which will be delivered to the UNION for distribution to each employee.

13:3 Meetings

Meetings shall be held as deemed necessary by either party during the school year with the Superintendent and UNION President to discuss matters of concern to both parties. These meetings shall be held at a mutually agreeable time and place. The UNION President and the Superintendent shall determine the representative who will attend the meeting for their respective parties. Whenever possible, the parties should exchange notice of the subject matters they wish to discuss.

13:4 Management Rights

The UNION recognizes the following responsibilities, rights, authority, and duties of the Nashua School Board, except as they are modified by provision of this Agreement. The BOARD hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, and of the Charter of the City of Nashua:

1. to the executive management and administrative control of the School System and its properties and facilities;

2. to hire, promote, transfer, assign and retain employees in positions with the Nashua School System and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, and, except as specifically limited by this Agreement, to determine terms and conditions of employment.

13:5 Being a mutual agreement, this instrument may be amended at any time by mutual consent.

13:6 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

ARTICLE XIV
DURATION OF AGREEMENT

14:1 The provisions of this Agreement unless otherwise specified shall become effective as of July 1, 2011 and shall continue and remain in full force and effect to and including June 30, 2013 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such

date. The BOARD and the UNION agree to begin negotiations of a successor agreement concerning wages, hours, and other terms and conditions of employment no later than September 30, 2012.

14:2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

NASHUA BOARD OF EDUCATION

BY_____ Date_____
Robert Hallowell, President
Nashua Board of Education

NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO

BY_____ Date_____
Robert Sherman, President
Nashua Teachers' Union

APPENDICES A-1 AND A-2

APPENDIX A-1

July 1, 2011	.25%			
	0-5 years	6-10 years	11-15 years	16+ years
Grandfathered	**$18.15**	**$18.97**	**$19.83**	**$20.82**
All positions	**$16.38**	**$17.22**	**$18.07**	**$18.97**

APPENDIX A-2

July 1, 2012	.25%			
	0-5 years	6-10 years	11-15 years	16+ years
Grandfathered	**$18.19**	**$19.01**	**$19.88**	**$20.87**
All positions	**$16.42**	**$17.27**	**$18.11**	**$19.01**

APPENDIX B
Unit C
Secretaries

Dues Deduction Authorization

TO: NASHUA BOARD OF EDUCATION

Effective _____ (date),

I (Please print your name) _____

hereby request and authorize you to deduct Union dues from my earnings with the next paycheck and continuing in equal installments in an amount equal to the Union dues as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers Union. This amount shall be paid to the Financial Secretary-Treasurer of the Nashua Teachers Union, Local 1044, AFT, AFL-CIO. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1 and September 15 of any given year.

EMPLOYEE'S SIGNATURE	SOCIAL SECURITY NUMBER
EMPLOYEE'S ADDRESS	SCHOOL
	DEPARTMENT

STATUS: ___ Schedule I ___ Schedule II ___ Schedule III

Please return this form to: Nashua Teachers' Union

Dues, contributions, or gifts to the Nashua Teachers' Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Nashua Teachers' Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

APPENDIX B-1
Agency Fee Authorization

TO NASHUA BOARD OF EDUCATION:

Effective_____, I hereby request and authorize you to deduct an agency fee from my earnings with the next paycheck and continuing in equal installments in an amount certified by the UNION as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers' Union. This amount shall be paid to the Financial Secretary-Treasurer of the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO. This authority shall remain in full force and effect for all purposes while I am employed in this school system.

_____	_____
EMPLOYEE'S NAME (PLEASE PRINT)	SOCIAL SECURITY NUMBER
_____	_____
EMPLOYEE'S SIGNATURE	SCHOOL
	_____
	DEPARTMENT/POSITION

Please return this form to: Nashua Teachers' Union

APPENDIX C

SECRETARY ANNUAL REQUEST FORM FOR VOLUNTARY TRANSFERS
SCHOOL YEAR 201___ -20___

Name: _____ Date: _____
Please Print

Present Position: _____ School: _____

Current Hours Worked Per Day:_____

PRESENT SCHEDULE: I II III

Request for change and preferences desired:
[Specify position(s), hours and school(s) you would be willing to accept if it becomes available.]

School(s) and/or Central Office:
Please list individually on the blank lines below in *order of preference*:

_____ Any School and Central Office

Position(s) and Location(s): **Hours:** **Schedule(s)**

_____ _____
_____

_____ _____
_____

_____ _____
_____
(Use back if necessary.)

Please indicate the earliest start time_____ and the latest time_____ that you could work.

This form may be submitted at any time. Requests are valid through the school year in which the form is filed. New requests must be submitted each school year. This form shall be incorporated into the letter of intent form and be distributed to all employees. New employees shall be given a copy of this form upon their hiring. Employees may update this form as they deem necessary throughout the year.

IT IS UNDERSTOOD BY THE EMPLOYEE THAT TRANSFERS ARE DONE IN ACCORDANCE WITH SECTION 8:4 OF THE COLLECTIVE BARGAINING AGREEMENT.

_____
Signature of Employee

_____
Dated

Sidebar Agreement

RATIFICATION/APPROVAL
PROCESS AND APPLICATION OF BENEFITS

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Board of Education's ratification of their Agreement is subject to Aldermanic approval of the cost thereof and Aldermanic appropriation of sufficient funds in addition to those contained in the City of Nashua approved budgets and contingency accounts, as adjusted, and the transfer of all of said funds to the Board of Education thereby permitting it to fund the referenced Agreement. Failing such appropriation and transfer, the Agreement shall be null and void and the parties shall continue to negotiate a successor agreement as provided by law. Upon approval, as aforesaid, retroactive wages and benefits contained in the referenced CBA shall be granted only to employees in the current employ of the District on the date of execution of this Agreement.

NASHUA BOARD OF EDUCATION

BY_____ Date_____
Robert Hallowell, President
Nashua Board of Education

NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO

BY_____ Date_____
Robert Sherman, President
Nashua Teachers' Union

Sidebar Agreement
EMPLOYEES ABOVE WAGE RATE

The Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO agree that members of this Collective Bargaining Unit, in the active employ of the Nashua School District and employed in this Collective Bargaining Unit on the date of approval from the City of Nashua Aldermen, and, who are earning an hourly wage rate above the appropriate pay rate, as provided in this and prior negotiated agreements, shall receive the annual percentage increase in their hourly wage rate consistent with the agreed upon annual percentage increases for this Collective Bargaining Unit.

NASHUA BOARD OF EDUCATION

BY_____ Date_____
Robert Hallowell, President
Nashua Board of Education

NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO

BY_____ Date_____
Robert Sherman, President
Nashua Teachers' Union

Sidebar Agreement
Evaluation Committee

Parties agree to establish a joint labor management committee for the development and implementation of an annual system and form(s). The Committee will have equal representation from labor and management. The Union representatives on the Committee shall be appointed by the President of the NTU. The objective will be to provide for annual evaluation of all members.

NASHUA BOARD OF EDUCATION

BY_____ Date_____
Robert Hallowell, President
Nashua Board of Education

NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO

BY_____ Date_____
Robert Sherman, President

Tentative Agreement May 24, 2011

The parties agree to the following changes to be incorporated into the current collective bargaining agreement for a successor agreement to be effective July 1, 2011 and through June 30, 2013.

Unless specifically noted, all other provisions of the current contract remain in effect. This tentative agreement is subject to approval of the membership of the Union, and the Nashua Board of Education and approval of cost items by the Nashua Board of Aldermen and execution of the contract before July 1, 2011.

UNIT C

Secretaries

AGREEMENT

BETWEEN THE

NASHUA BOARD OF EDUCATION

AND THE

NASHUA TEACHERS UNION

Local 1044, AFT, AFL-CIO

July 1, ~~2009~~2011

Through

June 30, ~~2011~~2013

NASHUA BOARD OF EDUCATION

~~Thomas Vaughan~~Robert Hallowell, President
~~Robert Hallowell~~Steven Haas, Clerk
Richard Dowd
~~Steven G. Haas~~
~~Dennis Hogan~~
~~Charles Katsohis~~
~~John Kelley~~
William E. Mosher
David Murotake
Dennis Ryder
Thomas Vaughan
Sandra Ziehm

NEGOTIATING COMMITTEE/RESOURCE PEOPLE

~~Christopher Hottel~~Mark Conrad, Superintendent of Schools
~~James Mealey~~Daniel Donovan III, Chief Operating Officer
Dennis Ryder, Board of Education

NASHUA TEACHERS UNION

Robert Sherman, President
Jacqueline Gray, Vice President
Judy Loftus, Secretary
Paul Pollard, Treasurer
Linda Guidi, At-Large

NEGOTIATING TEAM
Nancy Barnes
~~Pat Galipeau~~
Jeannette Girouard
Diane Keene
Dana Noble
~~Carmen Nunez~~
Paula Reynolds
Robert Sherman

Terri Donovan, Esq., AFT-NH, AFT, AFL-CIO

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AGREEMENT

Unit C AGREEMENT made between the Nashua Board of Education (hereinafter called the "BOARD") and the Nashua Teachers Union, Local 1044, American Federation of Teachers, AFL-CIO (hereinafter called the "UNION"), dated:_____.

ARTICLE I
RECOGNITION

1:1 The "Board" recognizes the Nashua Teachers Union as the exclusive representative for the purpose of collective bargaining for "Unit C" concerning wages, hours and other terms of employment of all employees in Unit C as included herein: secretaries, accountants, bookkeepers, clerks, receptionists, administrative assistants and procurement personnel, or who qualify for Schedule I, Schedule II or Schedule III, in the Nashua School District as certified by the New Hampshire Public Employees Labor Relations Board, EXCLUDING executive secretary to Superintendent, secretary to Superintendent, Schedule I secretaries to the Assistant Superintendents, and secretary to the Chief Operating Officer.

1:2 All employees shall as a condition of continued employment, join the exclusive bargaining agent organization or pay to the exclusive bargaining agent organization a service fee in an amount determined by the Union. The Board shall deduct the amount of service fee as certified by the Union.

Upon individually written authorization by each employee and approval by the Union President, the District agrees to deduct from each employee so authorized, the current monthly Union dues or agency fee, as certified to the District by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction is to be made weekly, however, if any member has no check coming or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said member for that week. Deductions will commence no later than the fourth pay period following the date the authorization form is filed with the District.

The form of the authorization is shown as Appendix B or Appendix B-1 to this Agreement. The District will recognize all voluntary dues deduction and agency fee authorizations provided before the execution of this agreement. Employees will be able to revoke their authorization only between September 1st and September 15th of any year.

The Union shall select a single payroll dues or agency fee deduction arrangement for each contract year to cover all Union members, and shall inform the District payroll office of the arrangements at least three calendar weeks prior to the implementation date.

The right to dues or agency fee deduction shall be extended to the recognized bargaining agent only.

The Union will hold the District harmless from any disputes between the Union and its members relative to the deduction of dues or agency fee. The District shall have no obligation to collect dues or agency fee beyond the weekly deduction. The Union agrees in return for itself and its members that they will individually and collectively perform loyal and efficient work and service and use their influence and best efforts to promote and advance the interest of the taxpayers of the Nashua School District.

1:3 All members of the bargaining unit will be provided all the wages and benefits provided under this Agreement, and shall retain all rights guaranteed to them under the provisions of RSA 273-A.

ARTICLE II
DEFINITIONS

2:1 The term "work place" means a school, or the administration office.
The term "school" means any work location, or functional division maintained by the BOARD where instruction is offered to the children of Nashua.

2:2 The term "Principal" means the responsible head of a respective school.
The term "Supervisor" means the person to whom an employee in the administration building is responsible as shown on the organizational chart of the District.

2:3 The term "Teachers' Union Representative", as used in this Agreement, shall mean any duly authorized designee of the Federation.

2:4 Whenever the singular is used in this Agreement, it is to include the plural where the context clearly so indicates.

2:5 The term "employee", as used in this Agreement, means any member of the Bargaining Unit who has successfully completed the probationary period. The rights of Bargaining Unit members, who have not completed the probationary period, are set forth in Article 8:3.

2:6 The probationary period shall be 90 calendar days of active employment as an employee as defined herein.

2:7 The term "active employment", as used in this Agreement, shall mean actual time physically present on the job together with any authorized paid leave granted pursuant to this Agreement.

2:8 The term "seniority", as used in this Agreement, shall mean accrued time in active employment as defined in 2:7. In the event of authorized unpaid leave, suspension, or layoff, the employee shall retain such seniority as was accrued on the date of the authorized unpaid leave, suspension, or layoff upon return to active employment, but shall commence further accrual only upon such return and shall not accrue seniority during such leave, suspension, or layoff period. In the event of retirement, resignation, or discharge, the employee shall lose all seniority.

2:9 Schedule I, Schedule II and Schedule III employees are defined in Article 7:6.

2:10 The term "compensatory time", as used in this agreement, shall mean authorized time off which an employee may receive in lieu of overtime pay.

ARTICLE III
GRIEVANCE PROCEDURE

Grievance and Arbitration Procedures

3:1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve an alleged violation of a term or provision of the existing contract.

3:2 No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below or the grievance will be considered settled on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration.

3:2-1 All grievances over which a principal or supervisor has no jurisdiction shall be submitted directly to the Chief Operating Officer within thirty (30) school days after the aggrieved party knows or should have known of the act or condition on which the grievance is based. Submission at any level within that thirty school day period shall establish the timeliness of the grievance.

3:3 **Step 1**

Any employee who has a grievance shall, with or without the employee's union representative, discuss it first with the employee's principal or supervisor in an attempt to resolve the matter at that level.

3:4 **Step 2**

If the grievance is not settled within ten (10) school days after presentation at Step 1, the grievant shall, within ten (10) school days thereafter, set forth the grievance in writing to the principal or supervisor specifying:

a. The specific nature of the grievance and the date it occurred;
b. The provision(s) of this Agreement which is alleged to have been violated;
c. The nature and extent of the injury, loss or inconvenience;
d. The results of previous discussions;
e. The basis for dissatisfaction with the decisions previously rendered;
f. The remedy which is desired.

The grievance shall be signed by the aggrieved employee and union representative before being presented to the principal or supervisor in Step 2.

3:5 If the grievance is not received in writing by the principal or supervisor in Step 2 within thirty (30) school days after the aggrieved party knows or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provision of this Article. The principal or supervisor shall act upon the grievance within five (5) school days after receipt at Step 2 and shall communicate the decision in writing to the UNION.

3:6 **Step 3**

If the issue is not resolved after Step 2, the grievance shall, within five (5) school days after receipt of the principal's or supervisor's decision, be submitted to the Chief Operating Officer. The Chief Operating Officer shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate the decision in writing to the UNION.

3:7 **Step 4**

If the issue is not resolved after Step 3, the grievance shall, within five (5) school days after receipt of the decision, be submitted to the Superintendent. The Superintendent shall act upon the grievance within a period not to exceed ten (10) school days and shall communicate the decision in writing to the UNION.

3:8 **Step 5**

The UNION, no later than ten (10) school days after receipt of the Superintendent's decision, may appeal the decision to the School Board. The appeal to the BOARD must be made in writing reciting the matter submitted to the Superintendent and the basis for dissatisfaction with the decision rendered by the Superintendent. The BOARD shall act upon the appeal within a period not to exceed fifteen (15) school days. The BOARD shall communicate its decision in writing to the UNION.

3:9 Failure at any step of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the specified time limits, shall be deemed to be acceptance of the decision rendered at that step.

3:10 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the BOARD until such grievance and any effect thereof shall have been fully determined.

3:11 Aggrieved persons may be represented at all stages of the grievance procedure by themselves and by a representative selected or approved by the Nashua Teachers' Union.

3:12 When a grievant in Step 1 is not represented by the Nashua Teachers' Union in the processing of a grievance, the Nashua Teachers' Union shall, at the time of submission of the grievance at Step 2, have the right to be present and present its position in writing at all meetings, with the grievant, held concerning the grievance and shall receive a copy of decisions rendered.

3:13 If a grievance involving the interpretation or application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure above, then the UNION may submit such grievance to arbitration by giving written notice thereof to the BOARD not later than two (2) school weeks after the completion of Step 5. The grievance shall be considered as having been settled in Step 5, unless it is so submitted to arbitration within such time limit.

3:14 The choice of the Arbitrator shall be by agreement of the parties. However, if such agreement has not been reached within one (1) school week after the receipt of such written notice submitting the grievance to arbitration, the grievance may be referred by the UNION to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining, of said Association, applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.

3:15 Each grievance shall be separately processed in any arbitration proceeding under this Article.

3:16 There shall be no right to arbitration to obtain, and no arbitrator shall have any power to award or determine, any change in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

3:17 The Arbitrator selected will confer with representatives of the BOARD and the UNION. The arbitrator will set forth findings, in writing, and submit them to the BOARD and the UNION.

3:18 The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under this Agreement, will be accepted as final and binding by both parties.

3:19 The BOARD agrees that it will apply, to all substantially similar situations, the decision of an arbitrator sustaining a grievance. The UNION agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

3:20 The arbitrator's fee will be shared equally by both parties to the dispute.

3:21 **School Board Grievances**
The School Board and its representatives (including the Superintendent, but excluding any other administrator) shall be entitled to file grievances against the UNION and its representatives involving the interpretation or application of a specific provision of this Agreement. Said grievance shall be submitted in writing to the UNION.

3:22 If said grievances cannot be resolved between the BOARD and the UNION, the BOARD shall be entitled to submit them to arbitration. It shall give the UNION written notice thereof not later than two school weeks following the date when it has been determined that the grievance cannot be settled or resolved. If said notice is not given within the required time, the grievance will be considered as waived.

3:23 If the grievance is not received by the UNION within thirty school days after the BOARD knows or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to the provisions of this Article.

3:24 Released Time

Any employee, who has filed a grievance in accordance with the provisions of this contract, will be granted released time, as needed, without loss of pay or loss of personal days for attendance at required grievance and/or arbitration hearings. The same privilege shall be granted to one union representative who attends said hearings with the employee.

3:25 Summer Timeliness

In the event that the processing of a grievance under Article III extends beyond the completion of the pupil school year, all time periods referred to in the above process then remaining shall be doubled and the reference shall be to business days or business weeks during that period between the end of one pupil school year and the beginning of the pupil school year next following.

ARTICLE IV
WAGE AND OTHER BENEFITS

4:1 Basic Wage Schedule

Effective not later than six (6) months after the Lawson conversion (approximately July 1, 2012), employees shall receive written notification between July 1st and July 15th of each contract year which shall include following information for the new contract year:

1. **Rate of Pay;**
2. **Step ; and**
3. **Accrued sick, vacation, compensatory and personal leave.**

Wages will be paid in accordance with Appendices A- 1 and A-2.

~~**Wages will be paid in accordance with Appendix A.**~~

Employees who were Grade III during the 2005-2006 school year and thus grand-fathered shall be placed on the schedule with credited years of experience and advanced a step if eligible.

Effective July 1, ~~2009~~**2011**, employees shall be paid in accordance with **Appendix A-1** and **effective on June 30, 2012** shall be placed on the schedule **(Appendix A-1)** with credited years of experience and advanced a step if eligible. Eligible employees will advance a step at the beginning of their sixth (6th), eleventh (11th), and sixteenth (16th) years of credited experience.

Effective July 1, ~~2010~~**2012**, employees shall be paid in accordance with **Appendix A-2** and **effective June 30, 2013** shall be placed on the schedule **(Appendix A-2)** with credited years of experience and advanced a step if eligible. Eligible employees will advance a step at the beginning of their sixth (6th), eleventh (11th), and sixteenth (16th) years of credited experience.

Employees who are hired between July 1st and December 31st shall be credited with a year of service the following July 1st. Employees hired between January 1st and June 30th shall not be eligible for a credited year of service until the July 1st of the following calendar year.

New employees may be granted up to ~~five (5)~~**three (3)** years of creditable service for the purpose of placement and advancement on steps, based on prior work or educational experience directly relevant to a secretarial position. The determination of creditable service will be made administratively upon hiring. An individual who qualifies for ~~five (5)~~**three (3)** years of creditable service will be hired on Step 1,~~; and will be placed at the beginning of Step 2 the following July 1st if hired before January 1st,~~

In cases of promotion, employees shall receive the hourly rate for their existing step, and the schedule to which they are promoted or their existing hourly rate whichever is greater.

In cases where an employee moves to a lesser schedule, the employee shall receive the employee's former hourly rate less the differential between the hourly rate for the employee's former schedule, and step and the hourly rate for the schedule, and step of the employee's new position.

Employees who have qualified for the $.30 hourly salary differential on or before July 1, 2007 shall be grand-fathered and continue to receive the differential without the requirement of any further staff development.

Shift Differential

Employees in the positions of Substitute Caller or Adult Education Secretary shall be compensated at the rate of an additional fifty-cents ($.50) per hour above their regular rate of pay for all hours or any portion thereof for time worked as part of their regular work schedule that fall between 5pm and 5am.

4:2 Overtime/**Compensatory Time**
(Numbering of paragraphs added.)

1. Time worked in excess of 7 1/2 hours in any work day or 37 1/2 hours in any work week shall be paid at the rate of time and one-half.

   With the prior approval of their supervisor at the time overtime is worked, employees may elect to accrue compensatory time off at the rate of time and one-half in lieu of paid overtime **up to a maximum of one (1) week.** Any use of such approved compensatory time must have the prior approval of the employee's supervisor **and such use shall be at the employee's discretion. It shall be the employee's option whether or not to utilize sick, personal, vacation or compensatory leave. Approval of such leave shall not be unreasonably withheld. Compensatory time earned and accrued must be reported on a Leave Notification and Approval form and signed by both the employee and supervisor.**

2. **Upon separation from employment, an employee shall be paid compensatory time up to the maximum of one (1) week.**

3. Paid holidays, but no other leave, occurring during the work week shall be counted as time worked for the purpose of determining the straight time hours. An employee may be required to work overtime when so directed by the building principal or supervisor. Employees, who are called back to work after normal working hours by their supervisors, shall be compensated at time and one-half rate for time spent with a minimum of three hours.

4:3 Anniversary Date

For purposes of this Article, July 1 will be the anniversary date for all employees. For purposes of wage payment, except as otherwise provided, employees will receive a wage increase each July 1.

4:4 Method of Payment of Compensation

1. All employees shall be paid weekly on the basis of the number of hours worked since the last payment date.

2. Pay checks shall normally be received at the employee's work location no later than Friday, unless the employee has opted to pick up the individual check at the Superintendent's Office after 3:00 P.M. on Thursday, all on the weeks the checks are due. All paychecks shall be placed in envelopes and distributed.

4:5 Holidays

1. Schedule I employees shall be entitled to the following holidays with pay provided the probationary period has been completed:

July 4	New Years Day
Labor Day	Veterans' Day
Columbus Day	Martin Luther King Day
Thanksgiving	President's Day
Day After Thanksgiving	Memorial Day
Christmas Day	

President's Day, formerly known as Washington's Day, shall be observed either on the nationally designated holiday, or on the Monday of the Winter Vacation week, to coincide with the District's school calendar.

2. Schedule II employees shall be entitled to the following holidays, with pay, provided the probationary period has been completed:

Labor Day	New Year's Day
Columbus Day	Veterans' Day
Thanksgiving	Martin Luther King Day
Day After Thanksgiving	President's Day
Christmas Day	Memorial Day

July 4th is payable at the amount of four (4) hours times the employee's hourly rate.

3. Schedule III employees working a regular schedule of 1080 or more hours per fiscal year are entitled to:

Columbus Day
Thanksgiving
Day After Thanksgiving
Christmas Day
New Year's Day
President's Day
Memorial Day

With pay, provided the probationary period has been completed, payable at the amount of their regular daily pay.

In order to qualify for pay on an unworked holiday, an employee must work on the last scheduled work day prior to the day the holiday is observed, and the first scheduled work day subsequent to the day on which the holiday is observed, unless on authorized paid leave.

4:6 Vacations

Vacation leave for Schedule I and II employees shall be accrued on the basis of the number of months in active employment up to the following amounts.

Accruals shall commence with date of hire.

1. Schedule I and Schedule II employees shall accrue vacation leave according to the following, commencing with the date of employment, but shall not be entitled to vacation leave pay until they have satisfactorily completed the probationary period and provided they are in the active employment of the District. Vacation benefits shall not be paid retroactively.

Effective July 1, 2006:

Up to five (5) full years seniority	10 days
Upon completion of five (5) full years seniority	15 days
Upon completion of nine (9) full years seniority	20 days
Upon completion of fifteen (15) full years seniority	21 days
Upon completion of sixteen (16) full years seniority	22 days
Upon completion of seventeen (17) full years seniority	23 days
Upon completion of eighteen (18) full years seniority	24 days
Upon completion of nineteen (19) full years seniority	25 days

~~On August 31 of each year, any unused accrued annual leave days as of June 30th, (which is the end of the contract year) in excess of the number of annual leave days to which the employee is entitled, shall be forfeited.~~

Any accrued vacation days(s) in excess of the maximum accrual not used during the previous contract year must be used by August 31st of the current year or the day(s) shall be forfeited.

2. No employee shall be allowed more than fifteen (15) days vacation in succession, at any time, unless this requirement is waived by the principal or supervising administrator. Employees with the greatest seniority shall have preference in selecting the times during which they wish to take their vacation. The principal or supervising administrator shall be notified, in writing, of such selection request by April 1 of each year. **Employees may utilize their vacation leave at any time during the year if approved by the Administration and subject to the limitations in this paragraph.** ~~All vacations normally will be taken between the first full week in July and the third full week in August, inclusive, unless this requirement is waived by the principal or supervising administrator.~~ At the principal's discretion, an employee may be restricted from taking vacation leave during the ten working days preceding the pupil school year. The Superintendent or designee may alter the above vacation selection or schedule as District needs dictate.

3. No vacation leave or payments will be allowed, if an employee is discharged for just cause. In such event, there shall be no proration of accrued vacation payments.

4. The District reserves the right to limit the number of employees to be on vacation during any one period. All vacation days shall be scheduled with the approval of the Superintendent or designee.

5. Any employee who resigns, is laid off, retires, or dies, shall be entitled to accrued vacation pay, in accordance with the eligibility requirements contained in this Agreement, prorated to the date the employment ceases. Any accrued vacation pay to which an employee may be entitled, on the date of the employee's death, will be paid to the employee's estate.

6. Schedule II employees will be paid on the basis of 6 1/2 hours times the employee's hourly rate for each day of annual leave used.

7. An employee who desires vacation pay, before going on vacation, must notify the Payroll Office, in writing, at least five (5) workdays in advance of the employee's last working day prior to the vacation.

4:7 Longevity

1. Effective July 1, 2006 , longevity will be paid in January to all Schedule I, Schedule II and Schedule III employees in the active employment of the District on the previous December 31 based on the following:

	Schedule I	Schedule II	Schedule III
After ten (10) years seniority	$750	$645	$375
After fifteen (15) years seniority	$1250	$1075	$625
After twenty (20) years seniority	$1750	$1505	$875

2. Seniority will be computed as of the employee's anniversary date occurring on or prior to December 31 in any calendar year. In the event an employee leaves the employ of the District after the employee's anniversary date but before the January payment date, the employee will receive any longevity payment to which the employee is entitled with the final salary payment.

4:8 Educational Benefits

For each fiscal year, the District agrees to provide the sum of $4,000 for the purpose of reimbursement of tuition cost for courses or workshops which, in the opinion of the Chief Operating Officer, are both job-related and of benefit to the District. Availability will be made on a first-come, first-served basis, with approval of more than one course per semester subject to the availability of funds within the above allowance. Reimbursement will be available to those who are actively employed, who make application for the benefits, and who have received the prior approval of the Chief Operating Officer. Employees will be reimbursed 80% of the cost of tuition. Payment will be made on the furnishing of written evidence of satisfactory completion of the course or workshop.

The District agrees to pay one hundred percent of the tuition for courses or workshops which the employee is required, in writing, to take by the District. Travel and interim living expenses for such required courses or workshops will be reimbursed in accordance with existing Board policy levels. Funding for required courses or workshops will be provided separately from the above $4,000 available for tuition reimbursement.

4:9 Leave for Conferences and Workshops

Secretaries may be granted paid leave within budget and staffing limitations to attend annual conferences and workshops. Lodging, travel and conference expenses will be paid by the District consistent with District policies.

Up to two (2) days of paid professional leave will be granted to up to two (2) employees designated by the President of the Union for the purpose of attending the American Federation of Teachers Annual Paraprofessional and School-Related Personnel Conference, at no cost to the District. Employees may be requested to share the information gained at the conference with other secretaries.

For each fiscal year, the District agrees to provide the sum of $2,000 to pay for the cost of registration, lodging, meals and mileage for employees to attend the annual New Hampshire Association of Educational Office Professionals (NHAEOP).

4:10 Mileage Allowance

The District agrees that employees using private automobiles, at the request of the District on District business, shall be reimbursed at the prevailing IRS rate.

4:11 Severance Pay

Upon the resignation, retirement or death of an employee in the employ of the Nashua School District, who has at least ten (10) years seniority in the District, the BOARD shall pay to that employee or the employee's estate, in the case of death, the prevailing per diem rate of pay based on

the employee's hours of work per day during the school year and based on the employee's per diem rate of pay for each day of the employee's accumulated sick leave then remaining to a maximum of:

132 days for Schedule I employees;
113 days for Schedule II employees; and,
55 days for Schedule III employees working a regular schedule of 1080 or more hours per fiscal year:

4:12 Coverage

The parties agree to form a Joint Labor-Management Committee to examine the current practices for providing coverage for secretarial positions. The committee will examine the current practices for coverage in each of the schools and for each of the various secretarial positions. The Committee shall make such recommendations as may be necessary for modifications to the successor contract on or before May 15, 2010.

ARTICLE V
SUPPLEMENTAL BENEFITS

5:1 Worker's Compensation

All employees shall continue to be covered by the provisions of the New Hampshire Worker's Compensation Act.

5:2 Pension

The parties agree that all provisions of the New Hampshire Retirement System shall be made available to Schedule I and Schedule II employees. Participation in the New Hampshire Retirement System is mandatory upon the first day of employment.

5:3 Tax-Sheltered Annuities

The District agrees to allow all employees to take advantage of the Federal Law concerning tax-sheltered annuities.

5:4 Health Benefits

Effective July 1, 2007, The City shall provide, upon the request of an eligible Schedule I and II employee, and a Schedule III employee working a regular schedule of 1080 or more hours in a fiscal year, subject to the provisions of this article, the amount of the premium specified below for an individual, two person, or family plan, of one of the following, if available, or a comparable plan if the following plan(s) are not available:

(a) Point-of-Service-Plan ~~with benefits comparable to those currently provided;~~
(b) HMO Plan; or
(c) The city may make additional plans available to members with benefit levels and premium cost sharing determined by the city in its sole discretion.

Provided that any employee who is enrolled in an indemnity plan with the city on the effective date of this agreement shall be allowed to continue that indemnity plan. However, no other employees shall be allowed to select the indemnity plan.

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties concerned that the city reserves and shall have the right to change insurance carriers provided the

benefits to participants are comparable and the city elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a "comparable" plan to either option "a" or "b", it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later that thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

Comparable Plan Definition: ~~For the purposes of this Article, a comparable plan means no additional out-of-pocket increases to employees and no reduction in current benefits and at least 95% of the current physicians, including specialists and hospitals.~~ **Prior to the adoption of the plan changes identified below, a comparable plan means no additional out of pocket increases to employees and no reduction in current benefits and at least 95% of the current physicians, including specialists and hospitals. Upon the adoption of the plan changes identified below, a comparable plan means one that offers the same type of benefits, but benefits do not have to be exactly the same. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals.**

For the duration of this Agreement, either party to the Agreement may request that a joint labor/management committee be convened to consider the performance of the aforementioned plans and any changes thereto.

~~Effective July 1, 2007, or the date on which School District unaffiliated employees make health care concessions, whichever is later: For eligible members, the City shall contribute 80% of the premium for option (a) and 90% of the premium for option (b). The City shall contribute toward the premium of the city indemnity plan the same dollar amount it contributes toward the premium of option (a).~~

Effective July 1, 2011, for eligible members, the City shall contribute 70% of the premium for option (a) and 80% of the premium for option (b).

In the event a majority of the collective bargaining unit employees in the City and School District covered by agreements entered into on or after July 1, 2011 are subject to lower employee contribution rates than those contained in this agreement, those lower employee contribution rates shall apply to members of this bargaining unit within thirty (30) days of the effective date of those new agreements, but shall not be retroactive to July 1, 2011.

The City shall contribute toward the premium of the city indemnity plan the same dollar amount it contributes toward the premium of option (a).

All plans offered by the City shall have the following co-payments:

(a) Medical Visits - $10.00

(b) Emergency Room Hospital Visits each year of the contract:– (Co-Pay waived if admitted)

$50.00 for the first 3 visits per subscriber;
$100.00 for the next 3 visits per subscriber;
$50.00 for each subscriber visit thereafter.

Implementation Terms for Increased Co-pays and Deductibles:

Effective July 1, 2012, all plans offered by the City shall have the following co-pays and deductibles:

(a) Twenty Dollars ($20.00) per medical visit;
(b) One Hundred Dollars ($100.00) per emergency room visit;
(c) Two Hundred Fifty Dollars ($250.00) Per Person, Five Hundred Dollars ($500.00) Per 2 Person/Family Inpatient/Outpatient Facility Deductible; and
(d) Three Tier Pharmacy Benefit of $5/$15/$35 ($5/$30/$70 Mail Order).

Employees will pay those increased co-pays and deductibles before July 1, 2012 if more than half of all city bargaining unit members in the City of Nashua and the Nashua School District have agreed to implement those co-pays and deductibles.

Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of a HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the extent permitted by the plans.

Regular part time employees working a minimum of 20 hours per week are covered by the provisions of this article on a pro rata basis. The proration is based on the ratio the employee's regular weekly work hours are to 40 hours. The proration applies to the City's premium contribution.

For the duration of this agreement, the parties agree to participate in a joint labor/ managementcommittee with other city and school district bargaining units to develop proposals to modify the health insurance programs offered by the city in order to control the costs of those programs for the benefit of the city and its employees.

5:5 Life Insurance

On the first day of the month next following the expiration of thirty days after the signing of this Agreement, the District shall provide full payment of the cost of a $10,000 Term Life Insurance policy for Schedule I and Schedule II employees, and $8,000 Term Life Insurance policy for Schedule III employees. Schedule I and Schedule II employees may purchase at their own expense additional optional life insurance if approved by the insurance carrier in an amount allowed by the insurance carrier. Employees shall become eligible for the term life insurance benefit on the first of the month following the conclusion of the first 30 days of active employment of the employee's probationary period.

5:6 Supplemental Injury Benefits

a. An employee absent from work as the result of a work related injury or illness occurring during employment with the District, and who receives workers' compensation benefits, shall be paid by the District 100% of the difference between the employee's average daily wage as determined for the purpose of workers' compensation benefits, and the amount of daily

workers' compensation benefits received by the employee, for each day the employee is scheduled to work.

b. It is intended that no employee shall receive for each day of absence more than the amount of daily pay as determined for the purpose of workers' compensation benefits. Any excess amounts received shall be forthwith returned to the District.

c. Absences under this provision shall be charged to the employee's accumulated sick leave on the basis of one-half day sick leave deducted for each day of absence.

d. The provisions of this section shall not prevent an employee from electing to waive the supplemental benefit from the District in which instance no sick leave days shall be deducted from the employee's accumulated sick leave.

e. This supplemental benefit shall cease upon the exhaustion of the employee's sick leave entitlements.

f. An employee absent from work due to a work-related injury or illness may be terminated by the District after the exhaustion of workers' compensation benefits or one year whichever is sooner. Upon medical certification that the employee is fully able to perform the employee's former job responsibilities, an employee terminated under this section 5:6-f because of an absence of one year shall be rehired for the next available similar position as that held by the employee at the time of termination provided the employee is qualified for the position.

5:7 Dental Coverage

The Board agrees to provide single person dental coverage for Schedule I and II employees commencing on the first day of the month following the completion of the probationary period. Further, effective July 1, 2009, the Board agrees to provide single person dental coverage for Schedule III employees working 1080 or more hours per year. Additional coverage for the two-person or family plans may be purchased by the employee at his/her own expense.

ARTICLE VI
LEAVES OF ABSENCE

6:1 Sick Leave

1. Each Schedule I employee shall be entitled during each fiscal year to annual sick leave of 15 days without loss of pay. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 165 days which shall not include the sick leave due in a current fiscal year.

2. Schedule II employee shall be entitled during each fiscal year to annual sick leave of 13 days without loss of pay. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 142 days which shall not include the sick leave due in a current fiscal year. Absences which occur during the period when the normal workday is four hours shall be deducted from accrued sick leave at the rate of the four hour workday being equal to 7 1/2 hours of sick leave.

3. Schedule III employees working a regular schedule of 1080 or more hours per fiscal year shall be entitled to annual sick leave of six (6) days. Sick leave may be taken without loss of pay after successful completion of the probationary period. Unused sick leave shall accumulate annually to a maximum of 68 days which shall not include the sick leave due in a current fiscal year.

4. No sick leave payments shall be applied retroactively for unpaid leave taken during the probationary period.

5. The District agrees that each employee entitled to annual sick leave shall be notified at the beginning of each fiscal year of the employee's accumulation to date.

6. Sick leave shall be allowed only in the case of necessity and actual sickness or disability of the employee, employee's spouse, domestic partner or the employee's dependent children ~~who reside with the employee~~, parents, or for the employee to take physical and dental examinations or other sickness prevention measures. In case of the serious illness or accident of the spouse of the employee, parents or children of the employee, necessitating the employee's absence from work, the supervisor or designee may grant absence from work with sick pay up to the amount of annual and accumulated sick leave to which the employee is entitled.

8. Daily staff absentee reports or daily attendance sheets shall not indicate the reason for absence.

6:2 Sick Leave Bank

1. A Sick Leave Bank shall be maintained in accordance with this article for participating members who have exhausted their individual accrued sick leave as a result of serious extended illness, incapacitating accidents, or maternity leave.

2. Contributions must be made within 30 calendar days from the date the person begins employment or within 30 calendar days of a call for replenishment of the bank. The initial contribution of participating members shall be two (2) days, with subsequent contributions of one (1) day for each call for replenishment. In addition to the initial contribution, participating members shall contribute a one time additional day at the beginning of the second school year following the implementation of the bank. All contributions shall be voluntary. Each day contributed shall be defined as the average number of hours worked per day over the course of a fiscal year.

3. A call for replenishment shall be made at any point in time the balance of days in the sick leave account falls below one and one half days times the number of bargaining unit members in the bank.

4. The operation of the Bank and withdrawals from it shall be governed by a Committee of two (2) members selected by the Union and one administrator selected by the Superintendent. The Committee shall establish such rules and operating procedures as may be necessary to administer the Bank. In considering requests for withdrawal from the Bank the Committee may require substantiating medical documents, and in all cases the decision(s) rendered by the Committee shall be final and binding.

5. A member may withdraw sick days from the Bank only after:

   a) exhausting his or her individual accrued sick leave;
   b) receiving the approval of the Committee.

   However, withdrawals shall be retroactive back to the first working day following the exhaustion of accrued sick leave benefits.

6. Sick leave withdrawals shall be computed as one day charged for one day used.

6:3 Personal Leave

Each Schedule I employee shall be entitled to four (4) paid days, each Schedule II employee shall be entitled to three (3) paid days, each Schedule III employee working a regular schedule of 1080 or more hours per fiscal year shall be entitled to two (2) paid days leave of absence per fiscal year for the following reasons:

(a) Marriage of children, parents, or immediate family as defined under Article 6.4(a).
(b) Graduation exercise of the employee or the employee's children.
(c) Required appearance in court.
(d) Observance of a nationally recognized religious holiday of the religion practiced by the employee.
(e) Compelling personal business that cannot be accomplished outside of the school day.

Schedule I employees may also use personal days on days when the schools are closed due to inclement weather.

Each day taken shall be subject to the prior approval of the Chief Operating Officer or designee. Except in emergency situations, at least 48 hours' notice shall be given in requesting a personal day through the Chief Operating Officer or designee. Personal leave for Schedule II employees which occurs during the period when the normal workday is four hours shall be deducted from personal leave at the rate of the four hour workday being equal to 7 1/2 hours of personal leave.

Personal leave which is not used in any fiscal year will be added to the employee's accrued sick leave balance in accordance with Section in accordance with 6:1 (3) of this Article.

6:4 Bereavement Leave

a. Employees shall be entitled to up to five (5) days bereavement leave with pay for absence due to each death of their spouse, domestic partner, child(ren), mother or father and step-equivalents and up to three (3) days bereavement leave with pay for absence due to each death of "immediate family". "Immediate family" shall include: brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren and step-equivalents.

b. Up to three (3) days in any fiscal year may be granted for a death of a close relative of an employee for which there shall be no deduction in pay. "Close relative" shall include: aunt, uncle, niece, nephew, in-laws not included under (a) and close friends provided the close friend lives in the employee's home.

~~e. Bereavement leave must be taken contiguous to the death and/or at the time of the funeral/memorial service.~~

~~d.~~c. Bereavement leave for Schedule II employees which occurs during the period when the normal workday is four hours shall be equal to one day.

6:5 Released Time

Up to five (5) members of the negotiating team will be granted released time as needed without loss of pay or loss of personal days for the purpose of contract negotiations, mediation and fact finding.

6:6 Extended Leaves

Schedule I or Schedule II employees may apply for an unpaid leave of absence for the extended illness of the employee, or the employee's spouse, domestic partner, children, mother, or father. At

the discretion of the Superintendent such an unpaid leave may be granted for a period up to twelve months. Unless otherwise provided, employees on unpaid leaves pursuant to this Article 6:6 shall not be eligible to receive any of the benefits contained in this Agreement including any paid leave days. The employee desiring to return from such unpaid leave will be assigned to the next available vacancy for which the employee is qualified.

6:7 Court Appearances

An employee who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted the difference between the fee received for such service, excluding court reimbursement for mileage, meals, and lodging, and the amount of earnings lost by reason of such service. Satisfactory evidence of the fee received exclusive of mileage, meals, and lodging reimbursement, must be submitted to the Payroll Office for the differential to be granted. Time paid under this Article 6:7 shall not be counted as time worked for the purpose of computing overtime.

6:8 Military Service

Each employee shall be granted a leave of absence for military service, without pay, for the duration of compulsory service. An employee granted such a leave shall, upon return, receive active service credit and appropriate annual salary, including increases granted during the period of military service.

6:9 Selective Service Tests

Each employee shall be granted regular salary, without loss of pay, when required to be in attendance for a usual and customary selective service examination, physical examination, or other tests required by the United States Government.

6:10 Continuation of Insurance

Upon agreement by the respective insurance carriers, any employee who is on authorized unpaid leave may be permitted to continue the health and life insurance benefits provided by this agreement at the employee's sole expense, on condition that the employee remits the full monthly insurance premium by check payable to the City of Nashua, to the District Personnel Office no later than the 15th day of the month preceding the month the premium is due. In the event the employee fails to remit the premiums due, the benefits provided by this section 6:10 shall terminate immediately without further notice to the employee and the employee may not be re-enrolled in the group insurance plan for which the premiums were being paid until the employee returns to active employment.

6:11 Federal and State Compliance

The District will comply with the provisions of federal and state statutes, as amended from time to time, relating to family and medical leave. Any such provisions shall be deemed to operate concurrently with any paid or unpaid leave granted pursuant to this Agreement. The District will comply with any rights or benefits contained within such federal or state statutes which provide for any rights or benefits which exceed those contained in this Agreement only to the extent required by statute.

ARTICLE VII
WORKING CONDITIONS

7:1 Employment Status

No member of the Bargaining Unit shall be dismissed or disciplined except for just cause.

7:2 Seniority

The District shall prepare a seniority list which indicates the dates of employment of all members of the Bargaining Unit. The Union will be supplied with an updated copy of this list on or before November 1, and upon request.

7:3 Personnel Files

1. Each employee shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in the employee's personnel file with reference to evaluation of the employee's performance in the school district.

2. Upon request, the Administration shall provide to each employee copies of the records and reports described above.

3. In the event that the Board of Education removes from the employee's file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed.

4. ~~Upon 24-hours' notice each~~**Each** employee shall have the right to review and reproduce material in the employee's personnel file **not later than 24 hours after requested.**

5. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy. The answer shall be reviewed by the person occupying the position of authority next above the person who filed the material.

6. Reproductions of such material may be ~~made by hand, or copying machine if~~ available **to the employee at no charge**.

7. a. Any item contained in an employee's file to which an employee has not been given access shall not be utilized in any legal proceeding against the employee.

   b. An employee shall be given upon request a receipt for all transcripts, medical forms and all other material submitted to the Administration, or the Nashua Board of Education.

7:4 Discrimination

There shall be no discrimination against any employee because of the employee's Union activities or because of the employee's membership in the UNION, or because of the filing of any grievance under this Agreement.

7:5 Rules, Regulations and Policies

1. There shall be a complete copy of the Rules, Regulations and Policies **(POPPS)** of the Board of Education made available for access at each District building with new items added as they are ~~promulgated~~ **approved** by the BOARD.

2. It is agreed that all ~~Building~~ **Union** Representatives have a complete copy of the Rules, Regulations and Policies **(POPPS)** of the Board of Education, and the Administration will provide them with all new items as they are added.

7:6 Workday and Work Year

1. Schedule I employees shall be employed for a 12-month work year. The normal workday shall be 8 hours per day including a half hour unpaid lunch break.

2. Schedule II employees shall be employed for a 12-month work year. For the time period beginning five working days prior to the pupil year continuing through five working days after the pupil year, the normal workday shall be 8 hours per day including a half hour unpaid lunch break. At the principal's discretion, an employee assigned to an elementary school may be required to commence the 8 hour work day ten working days prior to the pupil year. For all other week days, in the summer, the normal workday shall be 4 hours. Schedule II employees shall be permitted to work a flex schedule during the summer hours with prior approval being obtained from the employee's supervisor. During the pupil year, Schedule II employees shall work only on teacher work days. However, in the event there is a non-teacher, non-pupil day (except for the December, February and April breaks, weekends and holidays) once the pupil year has started, employees shall have the choice to either utilize a vacation day(s) or personal leave day(s) or elect to work and be paid four (4) hours on such days; or, if there are two such days, to combine them and work eight (8) hours on one of those days in order to have the other day off as an unpaid day. Employees who choose to work eight (8) hours in exchange for one of the four-hour days off can also choose to be paid four (4) hours for each day rather than eight (8) hours for the day worked.

3. Schedule III employees shall be employed for the pupil year and pupil day and up to five (5) days before the start of the pupil year and five (5) days after the start of the pupil year. This is the normal work schedule, but it may be altered based on the legitimate needs of the school district. The normal workday shall be not more than 6.5 hours per day including a half-hour unpaid lunch break.

4. The principal or supervisor shall establish a normal work schedule for each employee.

5. A 30-day notice shall be given Schedule I and Schedule II employees before a change is made in the established normal work schedule.

6. A two-week notice shall be given to part-time employees before a change is made in the established normal work schedule.

7. A member of this Bargaining Unit C must give a minimum of two weeks' notice, if intending to terminate employment with the Nashua School District.

8. When there is a cancelled school day, Schedule II employees shall receive four (4) hours pay.

New Section

9._____

b) In the event of a cancelled school day based on weather or other unforeseen emergencies, Schedule I employees shall have the option of not reporting to work and in order to be compensated for the day may, at the employee's discretion, utilize vacation, personal or compensatory leave time for the cancelled day.

New Section

Health and Safety

10. The Board agrees to provide a safe and healthy working environment. There shall be Union Representation on the Joint Loss Safety Committee. The Committee will be utilized to address any such concerns.

~~7:7 Tuberculin Testing~~

~~**Consistent with the current advisory of the State of New Hampshire, Department of Health and Welfare, Division of Public Health Services, employees who have met the requirement of the Board's pre-employment or prior post-employment tuberculosis screening will not be required to have further screening while in the continuous employ of the District. All employees shall comply with future advisories on tuberculosis screening issued by the Division of Public Health Services. The Board of Education will provide through its own agents at no expense to the employee any screening services which may be required by the State for employees after their employment with the District, but will not provide those services to prospective employees.**~~

7:8 Evaluations

A. All observations by a supervisor of the work performance shall be made openly.

B. When a supervisor observes an employee it will be assumed the employee is being observed for purposes which may include evaluation.

C. When a supervisor makes and signs a written evaluation of an employee it will be shown to the employee who will acknowledge receipt thereof in writing. This shall not necessarily be interpreted to indicate the employee's assent. If the employee disagrees with all or any part of the evaluation the employee may file written comments in the employee's personnel file.

D. All evaluations will be in accordance with the evaluation forms and procedures adopted by the Board of Education or the Superintendent prior to the start of a fiscal year.

E. An employee may appeal his/her annual evaluation first to the Chief Operating Officer and then, if not resolved, to the Superintendent of Schools. The evaluation itself will not be subject to the grievance procedure.

F. The District shall present forms and procedures for the evaluation process to employees upon hiring and no later than September 1st for current employees. Employees' evaluations shall be completed on or before June 15th of each year and provided to the employee.

7:9 Reduction in Hours

The following applies in the event of an involuntary reduction in hours for Schedule I or Schedule II employees, or Schedule III employees working a regular work schedule of 1080 or more hours per fiscal year:

Commencing on the date of signing of this Agreement, an employee as described above so affected will retain the following benefits as provided under this Agreement, as applicable, through the last day of this Agreement or one year from the date of the reduction in hours, whichever is later. Thereafter, the benefits shall be as provided by this Agreement for the reduced schedule.

Sick Leave	Sick Leave Accumulation
Personal Leave	Holidays
Vacations	Extended Leave
Health Insurance	Life Insurance
Dental Insurance	Longevity
Severance	Sick Leave Bank

An employee as described above initially so affected will retain only the following benefits, as applicable, and only to the extent and for the time periods indicated. All other benefits will be as provided by this Agreement for the reduced schedule.

A. Health, Life and Dental Benefits:
Retained for one additional month for each year of service with a minimum of three months of coverage and a maximum of twelve months of coverage.

B.Sick Leave:
Accumulated sick leave at the time of the reduction in hours retained. Additional annual sick leave will be credited in the amount applicable to the reduced schedule; however, no additional annual sick leave will be credited if the employee's accumulated sick leave exceeds the maximum accumulation allowed for the reduced schedule.

C.Vacation:
For Schedule I reduced to Schedule II – Accrued vacation leave retained. Additional accruals at the applicable rate for the reduced schedule.
For Schedule I or Schedule II to Schedule III – Accrued vacation leave paid in lump sum.

Renumber to 7.7
7:10 Dispensing of Medication
Secretaries shall not be required to dispense medication to students.

Renumber to 7:10
7:11 Reduction in Staff

The provisions of this article 7:11 shall apply only on occasions when the total number of permanent positions by schedule in the bargaining unit is reduced **and shall be done within each Schedule separately**. When there is such a reduction, the following procedure will be used:

A. In making involuntary staff reductions, layoffs shall occur in the following order:

1. Staff attrition;
2. Probationary employees; and
3. The least senior employee in the schedule being reduced;

B. Seniority shall be determined first by date of hire to a position in the bargaining unit, second by date of hire in the District in a non-substitute position, and third by social security number with the lowest last four digits having least seniority.

C. Employees designated for layoff shall be given at least thirty (30) calendar days written notice of such layoff. If such notice is given less than thirty calendar days prior to the layoff, the employee shall be compensated at the employee's regular rate of pay for any of the employee's normal work days falling within the 30 day period but prior to the notice. A copy of the notice shall **also** be sent to the union **office c/o NTU President, within the same thirty (30) day period.**

D. Employees who are laid-off shall receive severance as provided in article 4:11, however, the ten year seniority requirement shall be waived.

Renumber to 7:11
7:12 Recall

A. Employees who are laid off shall be placed on a recall list. All individuals in the recall pool will be considered for any vacancies before other employees or external applicants. If there are two or more individuals in the recall pool who at the time of layoff were in the same or higher schedule as the vacancy and who, in the opinion of the Chief Operating Officer, are qualified for the available position, one of the two most senior employees shall be recalled. Qualifications shall include experience including the currentness of that experience, skills and abilities related to the vacancy, and the individual's performance including attendance.

B. Except as otherwise provided in this article 7:12, an individual who is recalled shall return to the District that severance which represents the difference, if any, between the number of days on which severance was computed and the number of work days the individual was laid-off. The individual may return said severance in a lump sum, in equal weekly or in some other schedule of repayment approved by the Chief Operating Officer. In no instance may the weekly payments extend beyond the calendar year. Any arrangement for the repayment of severance in weekly payments must be in writing and signed by the individual. Accrued sick days will be credited to the individual as the repayment is made based upon the number of days the repaid severance represents.

An individual who is offered recall for a position in the same schedule and fails to return said severance shall be removed from the recall list. An individual who is offered recall in a different schedule has the right of refusal and shall remain on the recall list.

An individual who has been laid off continuously for one year from the date of the layoff shall not be required to repay any severance.

C. Unless otherwise provided under this Article 7:12, individuals shall remain on the recall list for two years from the date of layoff.

D. Notice of recall shall be sent by certified mail to the individual's last address which has been placed on file by the individual in the Personnel Office. A copy of said notice shall be sent to the Union.

An individual who is recalled shall in writing within 10 calendar days of the receipt of the notice or 15 calendar days from the date the notice is mailed, whichever is sooner, give notice of intent to accept the position. If the individual does not respond within the aforementioned time period, the individual will be removed from the recall list.

ARTICLE VIII
TRANSFERS, VACANCIES AND PROMOTIONS

8:1 Transfers, Promotions and New Positions

1. Employees who desire a change in duty or building assignment may file a written statement of such desire at any time with the Chief Operating Officer. Such request may be renewed in writing each school year **on Appendix C** if it is not granted on initial application.

2. Notice of transfer or of non-transfer will be given to the employee as soon as practicable and under normal circumstances not later than June 30.

3. An employee who has been transferred and objects to the transfer may request a meeting of the employee, Chief Operating Officer or designee and a Union representative. The Chief Operating Officer or designee will meet with the employee and/or Union representative to discuss the transfer.

4. In making transfers and promotions, and filling new positions, a candidate's area of competence, quality of performance within and outside the system, the needs of the system, seniority and a candidate's wishes will be considered.

8:2 Posting

All positions shall be posted for ten (10) weekdays prior to the position being filled. All notices shall be posted on the bulletin board in every school and the Central Office. The notice shall be sent to the UNION when posted. All posting notices referred to herein shall delineate the duties, rate of compensation, application process, and in the case of promotions, the qualifications for the position.

8:3 Interviews for Positions

All Bargaining Unit candidates for transfer and/or promotion who apply for a posted position, and meet the minimum qualifications for the position, will be interviewed.

8:4 Probation and Transfer Regulations

1. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred or promoted to a different position of employment within or outside the bargaining unit shall be obliged to serve an additional probationary period, if any, associated with the new position, provided, however, that the employee shall be entitled to any benefits associated with the position immediately upon assuming the position.

2. A member of the bargaining unit who has successfully completed the initial probationary period and who is transferred or promoted to a different position of employment within or outside the bargaining unit shall retain all accumulations of leave accrued while a member of the bargaining unit, provided that such accruals shall not exceed the maximum amount of accruals that are allowed to a person holding the position to which the employee is transferred or promoted. In the event there is an excess of accruals, the amount of accruals allowed to be retained shall be the same as the maximum amount of accruals allowed to a person holding the position to which the employee is transferred or promoted. In the event the amount of accruals is less than the amount allowed to a person holding the position to which the employee is transferred or promoted, the employee may continue to accrue such benefits as are allowed to a person holding that position up to the maximum amount allowed for that position.

3. In the event a present member of the bargaining unit is transferred or promoted to a position within the bargaining unit, the District, at its sole discretion, may within 75 calender days from the effective date of the transfer or promotion, transfer the employee to the employee's former position or to another position which has the same schedule and pay rate as the position from which the employee was first transferred or promoted. The 75 calendar day period may be extended as provided in 8.4.1. Transfers under this paragraph 8.4.3 shall not be grievable.

4. Probation

a. All newly hired personnel, and all employees assuming a new position, shall be obliged to serve a probationary period.

b. The District may terminate a newly hired person from employment within the probationary period. Terminations under this Paragraph 8.4.4 (b) shall not be grievable.

5. A probationary employee who is transferred or promoted to a different position within or outside the bargaining unit, prior to completing the initial probationary period, shall complete the entire probationary period, if any, associated with the position to which the employee is transferred or promoted, and shall be entitled to benefits, if eligible, not withstanding the fact that active employment may have been served in more than one position.

ARTICLE IX
UNION REPRESENTATIVES

9:1 Official List of Nashua Teachers Union Representatives

The UNION shall furnish the BOARD with a list of its officers and authorized building representatives, and shall as soon as possible notify the BOARD in writing of any changes, No Union representative shall be recognized by the BOARD except those designated in writing by the UNION.

ARTICLE X
UNION PRIVILEGES AND RESPONSIBILITIES

10:1 Fair Practices

As exclusive representative, the UNION shall not preclude from membership any person in the unit described in ARTICLE I. The Union will represent equally all persons described in ARTICLE I without regard to membership in, participation, or activities in the UNION.

10:2 Recognition of Local Organization Representative

The Principal or Chief Operating Officer shall recognize the UNION building representative as the official representative of the local organization.

10:3 Distribution of Materials

Officers or officials of recognized employee organizations shall have the right to distribute organizational materials provided such materials are in good taste and provided that such materials shall not include campaign organization material related to local, state, or national political matters. Such distribution shall be made through the central mailing system. Nashua High School shall have a single mail box for the use of all secretaries in the building.

10:4 Meetings

The authorized representative of the UNION shall have the right to schedule UNION meetings in the building before or after regular work hours, and during lunch time of the employees involved. Such meeting shall not in any manner disrupt normal operations, and shall be subject to prior approval of the Building Principal, or Chief Operating Officer.

10:5 No Local Organization Activity

Except as provided herein, the UNION agrees that no employee will engage in UNION activity while on duty.

10:6 Protection of Individual and Group Rights

Nothing contained herein shall be construed to prevent the BOARD, a member of the BOARD or its designated representatives from meeting with any employee for expression of the employee's views. In the area of this Agreement, and for the term hereof, no changes or modifications shall be made except through negotiations with the UNION. Nothing contained herein shall be construed to permit an organization other than the UNION to appear in an official capacity in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with an immediate supervisor or processing a grievance on the employee's own behalf in accordance with the Grievance Procedure heretofore set forth in ARTICLE III.

10:7 Information

1. The BOARD shall make available to the UNION upon its request any and all available information in the public domain, such as statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

2. If the public agenda of a BOARD meeting has been prepared 24 hours in advance of such BOARD meeting, it shall be made available to the President of the UNION.

3. A copy of the minutes of all BOARD meetings shall be made available to the President of the UNION.

10:8 The UNION shall be permitted to post union related notices and other materials on the faculty/staff bulletin board provided the notices are in good taste and provided that such materials shall not include campaign organization material related to local, state, or national political matters.

10:9 In the event the President of the UNION is a member of the collective bargaining unit covered by this Agreement, said President, or designee, shall be granted three (3) days of paid leave to attend legislative hearings.

10:10 Union Business

A. In the event a member of this bargaining unit is President of the Union, s/he or her/his designee shall be granted five (5) days of paid leave for the purpose of Union business. If the President of the Union is not a member of this bargaining unit, the President may designate members of the bargaining unit to be authorized for paid union leave of three (3) days for the total unit. Said leave may be utilized in half-day increments. This leave may be utilized to attended union seminars, meetings, conferences and/or trainings. The President of the Union shall notify the Chief Operating Officer five (5) days in advance of the use of the leave.

B. The President of the Union, upon request, shall be granted a leave of absence. A request for such leave must be made no later than June 15 prior to the school year for which the request is effective.

C. In the case of a leave of absence, the District shall not be liable for any salary or benefit costs. Insurances may be extended at the President's expense to the extent mandated by state and federal law. The President, at the President's expense, may maintain enrollment in the City of Nashua's group health insurance for the first two (2) years of a leave of absence if so allowed by the insurance carrier.

D. For the first two (2) consecutive years of a leave of absence, the President shall retain all rights to the position the President formerly held. The provisions of Article 8 herein shall apply to the extent they may impact on said rights.

E. For the first two (2) consecutive years of a leave of absence, the President, for the purpose of seniority, shall receive full-year credit.

F. The District shall have no obligation to make a contribution to the New Hampshire Retirement System on behalf of the President while on leave unless a contribution is mandated by the System or by other provisions of state law.

ARTICLE XI
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Nashua Teachers Union and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Nashua Teachers Union in consideration of the value of this Agreement and its terms 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 XII
CONFORMITY TO LAW AND SAVING CLAUSE

If any provision of this Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13:1 It is understood that for the duration of this Agreement employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with School Board policies and administrative rules, regulations and the provisions of this Agreement.

13:2 Expenses of Printing and Distributing Agreement

The BOARD agrees to pay for the cost of printing this Agreement in booklet form. The UNION agrees to distribute a copy of this Agreement to each employee presently employed by the BOARD and to each new employee employed by the BOARD. The BOARD shall have 120 copies of this Agreement printed, 100 of which will be delivered to the UNION for distribution to each employee.

13:3 Meetings

Meetings shall be held as deemed necessary by either party during the school year with the Superintendent and UNION President to discuss matters of concern to both parties. These meetings shall be held at a mutually agreeable time and place. The UNION President and the Superintendent shall determine the representative who will attend the meeting for their respective parties. Whenever possible, the parties should exchange notice of the subject matters they wish to discuss.

13:4 Management Rights

The UNION recognizes the following responsibilities, rights, authority, and duties of the Nashua School Board, except as they are modified by provision of this Agreement. The BOARD hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, and of the Charter of the City of Nashua:

1. to the executive management and administrative control of the School System and its properties and facilities;

2. to hire, promote, transfer, assign and retain employees in positions with the Nashua School System and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, and, except as specifically limited by this Agreement, to determine terms and conditions of employment.

13:5 Being a mutual agreement, this instrument may be amended at any time by mutual consent.

13:6 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

ARTICLE XIV
DURATION OF AGREEMENT

14:1 The provisions of this Agreement unless otherwise specified shall become effective as of July 1, ~~2009~~ 2011 and shall continue and remain in full force and effect to and including June 30, ~~2011~~ 2013 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. The BOARD and the UNION agree to begin negotiations of a successor agreement concerning wages, hours, and other terms and conditions of employment no later than September 30, ~~2010~~2012.

14:2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

NASHUA BOARD OF EDUCATION

BY_____ Date_____
~~Thomas Vaughan~~Robert Hallowell, President
Nashua Board of Education

NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO

BY_____ Date_____
Robert Sherman, President
Nashua Teachers' Union

APPENDICES A-1 AND A-2

APPENDIX A-1

July 1, 2011	.25%			
	0-5 years	6-10 years	11-15 years	16+ years
Grandfathered	**$18.15**	**$18.97**	**$19.83**	**$20.82**
All positions	**$16.38**	**$17.22**	**$18.07**	**$18.97**

APPENDIX A-2

July 1, 2012	.25%			
	0-5 years	6-10 years	11-15 years	16+ years
Grandfathered	**$18.19**	**$19.01**	**$19.88**	**$20.87**
All positions	**$16.42**	**$17.27**	**$18.11**	**$19.01**

~~Appendices A-1 and A-2~~

~~Wage Schedules~~

~~Appendix A-1~~				
~~July 1, 2009~~	~~2.75%~~			
	~~**0-5 years**~~	~~**6-10 years**~~	~~**11-15 years**~~	~~**16-20 years**~~
~~***Grandfathered***~~	~~*$17.61*~~	~~*$18.41*~~	~~*$19.26*~~	~~*$20.21*~~
~~**All positions**~~	~~$15.91~~	~~$16.72~~	~~$17.54~~	~~$18.41~~

~~Appendix A-2~~				
~~July 1, 2010~~	~~2.75%~~			
	~~**0-5 years**~~	~~**6-10 years**~~	~~**11-15 years**~~	~~**16-20 years**~~
~~***Grandfathered***~~	~~*$18.10*~~	~~*$18.92*~~	~~*$19.78*~~	~~*$20.77*~~
~~**All positions**~~	~~$16.34~~	~~$17.18~~	~~$18.02~~	~~$18.92~~

APPENDIX B
Unit C
Secretaries

Dues Deduction Authorization

TO: NASHUA BOARD OF EDUCATION

Effective _____ (date),

I (Please print your name) _____

hereby request and authorize you to deduct Union dues from my earnings with the next paycheck and continuing in equal installments in an amount equal to the Union dues as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers Union. This amount shall be paid to the Financial Secretary-Treasurer of the Nashua Teachers Union, Local 1044, AFT, AFL-CIO. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1 and September 15 of any given year.

_____	_____
EMPLOYEE'S SIGNATURE	SOCIAL SECURITY NUMBER
_____	_____
EMPLOYEE'S ADDRESS	SCHOOL
	_____
	DEPARTMENT

STATUS: ___ Schedule I ___ Schedule II ___ Schedule III

Please return this form to: Nashua Teachers' Union

Dues, contributions, or gifts to the Nashua Teachers' Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Nashua Teachers' Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

APPENDIX B-I
Agency Fee Authorization

TO NASHUA BOARD OF EDUCATION:

Effective_____, I hereby request and authorize you to deduct an agency fee from my earnings with the next paycheck and continuing in equal installments in an amount certified by the UNION as set by the membership in accordance with the provisions of the Constitution of the Nashua Teachers' Union. This amount shall be paid to the Financial Secretary-Treasurer of the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO. This authority shall remain in full force and effect for all purposes while I am employed in this school system.

_____	_____
EMPLOYEE'S NAME (PLEASE PRINT)	SOCIAL SECURITY NUMBER
_____	_____
EMPLOYEE'S SIGNATURE	SCHOOL
	_____
	DEPARTMENT/POSITION

Please return this form to: Nashua Teachers' Union

APPENDIX C

SECRETARY ANNUAL REQUEST FORM FOR VOLUNTARY TRANSFERS
SCHOOL YEAR 201____-20____

Name: _____ Date: _____
_____ Please Print

Present Position: _____ School: _____

Current Hours Worked Per Day: _____

PRESENT SCHEDULE: ____ I ____ II ____ III

Request for change and preferences desired:
[Specify position(s), hours and school(s) you would be willing to accept if it becomes available.]

School(s) and/or Central Office:
Please list individually on the blank lines below in *order of preference*:

_____ Any School and Central Office ___

Position(s) and Location(s): _____ Hours: _____ Schedule(s)

_____

_____

_____

(Use back if necessary.)

Please indicate the earliest start time_____ and the latest time_____ that you could work.

This form may be submitted at any time. Requests are valid through the school year in which the form is filed. New requests must be submitted each school year. This form shall be incorporated into the letter of intent form and be distributed to all employees. New employees shall be given a copy of this form upon their hiring. Employees may update this form as they deem necessary throughout the year.

IT IS UNDERSTOOD BY THE EMPLOYEE THAT TRANSFERS ARE DONE IN ACCORDANCE WITH SECTION 8:4 OF THE COLLECTIVE BARGAINING AGREEMENT.

_____
Signature of Employee

_____
Dated

Sidebar Agreement

RATIFICATION/APPROVAL
PROCESS AND APPLICATION OF BENEFITS

The Nashua Board of Education and the Nashua Teachers' Union mutually agree that the Board of Education's ratification of their Agreement is subject to Aldermanic approval of the cost thereof and Aldermanic appropriation of sufficient funds in addition to those contained in the City of Nashua approved budgets and contingency accounts, as adjusted, and the transfer of all of said funds to the Board of Education thereby permitting it to fund the referenced Agreement. Failing such appropriation and transfer, the Agreement shall be null and void and the parties shall continue to negotiate a successor agreement as provided by law. Upon approval, as aforesaid, retroactive wages and benefits contained in the referenced CBA shall be granted only to employees in the current employ of the District on the date of execution of this Agreement.

NASHUA BOARD OF EDUCATION

BY_____ Date_____
~~Thomas Vaughan~~Robert Hallowell, President
Nashua Board of Education

NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO

BY_____ Date_____
Robert Sherman, President
Nashua Teachers' Union

Sidebar Agreement
EMPLOYEES ABOVE WAGE RATE

The Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO agree that members of this Collective Bargaining Unit, in the active employ of the Nashua School District and employed in this Collective Bargaining Unit on the date of approval from the City of Nashua Aldermen, and, who are earning an hourly wage rate above the appropriate pay rate, as provided in this and prior negotiated agreements, shall receive the annual percentage increase in their hourly wage rate consistent with the agreed upon annual percentage increases for this Collective Bargaining Unit.

NASHUA BOARD OF EDUCATION

BY_____ Date_____
~~Thomas Vaughan~~Robert Hallowell, President
Nashua Board of Education

NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO

BY_____ Date_____
Robert Sherman, President
Nashua Teachers' Union

Sidebar Agreement
Evaluation Committee

Parties agree to establish a joint labor management committee for the development and implementation of an annual system and form(s). The Committee will have equal representation from labor and management. The Union representatives on the Committee shall be appointed by the President of the NTU. The objective will be to provide for annual evaluation of all members.

NASHUA BOARD OF EDUCATION

BY_____ Date_____
~~Thomas Vaughan~~Robert Hallowell, President
Nashua Board of Education

NASHUA TEACHERS UNION
LOCAL 1044 AFL CIO

BY_____ Date_____
Robert Sherman, President

RESOLUTION **R-11-123**

Approving the cost items of a collective bargaining agreement between the Nashua Board of Education and the Nashua Teachers' Union, Local 1044, AFT, AFL-CIO, Unit C, Secretaries from July 1, 2011 through June 30, 2013

Endorsed by

Donald Lozeau — MAYOR

COX

CLEMONS

Mary Ann Melizzi Golja — MELIZZI-GOLJA

VITALE

Lori Wilshire — WILSHIRE

IN THE BOARD OF ALDERMEN

1ST READING JUNE 9, 2011

Referred to:

BUDGET REVIEW COMMITTEE

2nd Reading JUNE 28, 2011

3rd Reading

4th Reading

Other Action

Passed JUNE 28, 2011

Indefinitely Postponed

Defeated

Attest: City Clerk

President

Approved Mayor's Signature

June 29-2011

Date

Vetoed:

Veto Sustained:

Veto Overridden:

Attest: City Clerk

President